



CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO
THE CRA/RCFC

Monday, November 05, 2012

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

AGENDA

David Sander, Mayor

Linda Budge, Vice Mayor

Ken Cooley, Council Member

Robert J. McGarvey, Council Member

Dan Skoglund, Council Member



Regular City Council meeting dates are scheduled on the 1st and 3rd Monday's of each month, unless when Monday is a holiday.
If Monday is a holiday, the meeting will be scheduled for the following Tuesday. Dates are subject to change.

City Council Regular Mtg

~~CANCELLED MTG~~

City Council Special Mtg

~~CANCELLED MTG~~

CITY HALL CLOSED

2012

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CITY HALL CLOSURE DATES

Mon, Jan 2 - Day After New Year's Day
Mon, Jan 16 - Martin Luther King Jr. Day
Fri, Feb 17 - Furlough Day
Mon, Feb 20 - President's Day
Fri, Apr 6 - Furlough Day
Mon, May 28 - Memorial Day
Wed, Jul 4 - Independence Day
Mon, Sep 3 - Labor Day
Mon, Nov 12 - Veterans Day
Thu, Nov 22 - Thanksgiving Day
Fri, Nov 23 - Day After Thanksgiving Day
Mon, Dec 24 - Christmas Eve
Tue, Dec 25 - Christmas Day
Wed, Dec 26 - Mon, Dec 31 Winter Break

2013 - Proposed

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CITY HALL CLOSURE DATES

Tue, Jan 1 - New Year's Day
Mon, Jan 21 - Martin Luther King Jr. Day
Mon, Feb 18 - President's Day
Mon, May 27 - Memorial Day
Thu, Jul 4 - Independence Day
Mon, Sep 2 - Labor Day
Mon, Nov 11 - Veterans Day
Thu, Nov 28 - Thanksgiving Day
Fri, Nov 29 - Day After Thanksgiving Day
Tue, Dec 24 - Christmas Eve
Wed, Dec 25 - Christmas Day
Thurs, Dec 26 - Tues, Dec 31 Winter Break

2014 - Proposed

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**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Monday, November 05, 2012

**4:00 PM – Special Meeting
American River Community Room North**

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

AGENDA

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

Council Members McGarvey, Cooley, Skoglund, Budge, and Mayor Sander.

2. PUBLIC COMMENT

At a study session or special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Preliminary Discussion of Extra Mile Retail Store Design Review - Project No. DD7529
Recommendation: Consider staff's presentation and discuss the issues and concerns related to the project.
Result of Recommended Action: This briefing will assist with identifying key issues and concerns related to the project and will assist staff and the applicant in moving forward with the project review process.
Staff Report: Paul Junker and Jessica Jordan, Planning Department
Advances Goals: 1, 2, and 6.

4. ADJOURNMENT OF STUDY SESSION

Mayor Sander will adjourn the special meeting to regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members McGarvey, Cooley, Skoglund, Budge, and Mayor Sander.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Clerk will announce the meetings video recording and playback schedules.

7. PLEDGE OF ALLEGIANCE

The Mayor will call on someone in attendance to lead the Pledge.

8. INVOCATION

The Mayor will call on someone in attendance to give the invocation.

9. PRESENTATIONS

- 9.1 Presentation of Proclamation to Division 75 CalRTA President, Sandy Edwards, Area III Director, Pat Boyd, and Communications Chair, Kathy Wilkinson-Houser in Recognition of California Retired Teachers Week, November 4-10, 2012.
- 9.2 Presentation Regarding Cordova High School Sober Grad by Cordova High School PTSA President Sheryl Longworth.
- 9.3 Presentation and Introduction of City Volunteers by City Volunteer Coordinator, Lorianne Ulm.

10. PUBLIC COMMENT

Citizens wishing to address the Council for any matter on the Consent Calendar or not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

11. COUNCIL REPORTS

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 12.1 **Subject:** Meeting Minutes of:
 - a) October 15, 2012 Regular Meeting; and
 - b) October 18, 2012 Special Meeting.**Recommendation:** Adopt Minutes.

- 12.2 **Subject:** Resolution Authorizing the City Manager to Award A Three Year Consulting Services Contract to KASL Consulting Engineers, Inc for On-Call Civil Engineering and Surveying Services in an Amount of \$300,000
Recommendation: Adopt Resolution No. 97-2012.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with KASL Consulting Engineers, Inc. in the amount of \$300,000 for on-call civil engineering and surveying services.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1 and 5.
- 12.3 **Subject:** Resolution Awarding Construction Contract to Breneman, Inc. for the Zinfandel Drive and Folsom Boulevard Intersection Improvements Project in an amount of \$230,277
Recommendation: Adopt Resolution No. 98-2012.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with the lowest responsive bidder, Breneman, Inc, in the amount of \$230,277 for the construction of the Zinfandel Drive and Folsom Boulevard Intersection Improvements. These improvements will bridge the City's project to install sidewalks on Zinfandel Drive, and the frontage improvements for the Walgreens Development project that is currently under construction.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, and 5.
- 12.4 **Subject:** Resolution Authorizing Contract Extension with Regional Transit for Shuttle Services
Recommendation: Adopt Resolution No. 99-2012.
Result of Recommended Action: Adoption of this resolution would provide the City Manager the financial authority to exercise one or more contract extensions with Sacramento Regional Transit for the continued operation of the CordoVan shuttle.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 5.
- 12.5 **Subject:** Resolution Authorizing the City Manager to Execute a Contract Amendment for Construction Management Services with Quincy Engineering, Inc. to Extend the Contract Duration and Increase the Contract Value a Total of \$4,000
Recommendation: Adopt Resolution No. 100-2012.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract amendment for construction management services with Quincy Engineering, Inc. to extend the contract duration to January 31, 2013 and increase the contract value a total of \$4,000 from \$1,165,420 to \$1,169,420
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, 5, and 6.
- 12.6 **Subject:** Resolution Authorizing Execution of Amendments to Credit/Reimbursement Agreements with Sunridge Anatolia LLC for Anatolia I Major Roads
Recommendation: Adopt Resolution No. 101-2012.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute amendments to four Credit/Reimbursement Agreements with Sunridge Anatolia LLC (the Developer) to allow the release of progress payments for costs covered by the agreements.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 5.

- 12.7 **Subject:** Resolution Authorizing the City Manager to Execute a Professional Services Agreement with BakerCrew Consulting in the Amount of \$580,0000
Recommendation: Adopt Resolution No. 102-2012.
Result of Recommended Action: Adoption of this resolution will allow BakerCrew Consulting, Inc. to perform an upgrade from Hansen 7 to Hansen 8 in order to make existing Hansen systems more efficient for the following departments: Code Enforcement, Planning, Projects Use Permits, Building, Cashiering, Asset Management, Dynamic Portal (Building Permits and Business License).
Staff Report: Jay Hadley, Information Technology Department
Advances Goals:
- 12.8 **Subject:** Resolution Approving the City Compensation Plan
Recommendation: Adopt Resolution No. 103-2012.
Result of Recommended Action: Recent amendments to section 571 of the California Code of Regulation requires the City Council to approve the City Compensation Plan ("the plan"). The plan establishes parameters in which the City Manager may authorize revisions to the Compensation Plan during the fiscal year to allow continued efficiency in managing the City workforce. There is no cost to the City associated with this resolution.
Staff Report: Stacey Peterson, Human Resources Department
Advances Goal: 5.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Lennar Homes of California (Anatolia III Village 19 and 24) Residential Design Review; Project No. DD7661 - Located at Kavala Ranch Subdivision (Anatolia III), east of Sunrise Boulevard and north of Keifer Road
Recommendation: Adopt Resolution No. 104-2012.
Result of Recommended Action: Adoption of this resolution will allow the applicant to proceed with the development of the presented design package, which proposes three single story and one two story medium sized homes (2,616 to 2,982 square feet) with consistent designs that should blend well with the existing homes in the Kavala Ranch development. The proposed plans are consistent with the City's adopted Design Guidelines and are consistent with the high quality of the other Lennar Home developments.
Staff Report: William Campbell, Planning Department
Advances Goals: 1 and 2.
GROWING STRONG NEIGHBORHOODS
- 13.2 **Subject:** Resolution of Intent to Grant a Water Franchise to the Golden State Water Company
Recommendation: Adopt Resolution No. 105-2012.
Result of Recommended Action: Passage of this resolution will, as required by state law, announce the intention of the City of Rancho Cordova to grant a water franchise to the Golden State Water Company for purposes of operating and maintaining water pipelines within the City's rights-of-way. The resolution will also set a public hearing date for consideration of the terms of the franchise.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 5.

14. PUBLIC HEARING ITEMS

NONE.

15. REGULAR CALENDAR ITEMS

15.1 **Subject:** 2013 Legislative Priorities

Recommendation: Provide direction to staff for Fiscal Year (FY) 2014 funding requests, and a platform for discussions with legislators during the National League of Cities Congressional Conference, March 9-13, 2013 in Washington, D.C.; also, receive update on City's Legislative Program and provide direction about the 2013 program.

Result of Recommended Action: Submission of requests for federal funding for projects consistent with the Council's and community's priorities, and provide topics for discussions that the Mayor and Council members will hold with Congressional representatives during the March conference in Washington, D.C. Staff will also proceed with recommended changes and actions for the City's legislative program.

Staff Report: Troy Holt, City Manager's Office

Advances Goals: 1 through 6.

15.2 **Subject:** Discussion Regarding Electrified Fence Zoning Code Amendment - Project No. DD7552 (**Continued from September 17, 2012**)

Recommendation: Consider staff's presentation and provide direction relating to amending the Zoning Code provisions related to electrified fences.

Result of Recommended Action: This briefing will provide follow up information to and assist with resolving key issues with the City Council related to a request to amend the City's Zoning Code.

Staff Report: Jessica Jordan, Planning Department

Advances Goals: 2 and 4.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

17. CITY MANAGER'S REPORT

Discuss creating an Ad-hoc Subcommittee for design review of the Entertainment Center

Administrative Services: Human Resources, Information Technology and Finance Update to Council

18. ADJOURNMENT

Mayor Sander will adjourn the regular meeting to closed session in the Community Board room.

19. CLOSED SESSION – CALL TO ORDER/ROLL CALL

Council Members McGarvey, Cooley, Skoglund, Budge, and Mayor Sander.

20. CLOSED SESSION

Council may adjourn to Closed Session to discuss the following item(s):

Conference with legal counsel, anticipated litigation (Government Code Section 54956.9 (b)), one (1) potential case

21. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

22. ADJOURNMENT

ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
Monday, November 12, 2012	VETERAN'S DAY HOLIDAY – CITY HALL CLOSED
<i>Tuesday, November 13, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – City Manager's and Departments Evaluation</i>
<i>Monday, November 19, 2012</i>	<i>5:30 p.m. Regular Meeting</i>
Thursday and Friday, November 22-23, 2012	THANKSGIVING HOLIDAY – CITY HALL CLOSED
<i>Monday, December 3, 2012</i>	<i>4:00 p.m. Special Meeting/Work Session – TBD 5:30 p.m. Regular Meeting</i>
<i>Tuesday, December 11, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – TBD</i>
<i>Monday, December 17, 2012</i>	<i>5:30 p.m. Regular Meeting</i>
Monday and Tuesday December 24 -25, 2012	CHRISTMAS EVE AND CHRISTMAS DAY – CITY HALL CLOSED
Wednesday through Monday, December 26 - 31, 2012	WINTER BREAK – CITY HALL CLOSED

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Department	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Aimee Kellerman, Deputy City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, November 05, 2012 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on November 1, 2012 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed November 1, 2012 at Rancho Cordova, California.


Aimee Kellerman, Deputy City Clerk

NO STAFF REPORT PROVIDED FOR THIS ITEM



**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, October 15, 2012

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

**6:30 PM – Special Meeting
David B. Roberts Council Chambers**

Special Meeting/Work Session to Follow the Regular Meeting

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the David B. Roberts Council Chambers at 5:33 PM.

Council Members Present: McGarvey, Budge, Sander, Cooley

Council Members Absent: Skoglund

Staff Members Present: Gaebler, Lindgren, Cuppy, Kellerman, Abhar, Silva, Chinn, Holt, Snyder, Runner, Junker, Haven, Blair, Sparkman, Davis

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Charlie Clark led the pledge.

4. INVOCATION

Pastor Tina Ballaugh, United Methodist Church, gave the invocation.

5. PRESENTATIONS

- 5.1 Sacramento County, Chief Deputy County Executive, Municipal Services, Rob Leonard and Director of Sacramento Regional Parks, Jeff Leatherman gave update on Sacramento County Regional Parks.
- 5.2 Council Member McGarvey presented proclamation to Charlie and Sandi Clark, Honoring Immediate Past State Deputy for the California Knights of Columbus Charlie Clark.
- 5.3 Mayor Sander presented proclamation to Scottie Moore in Recognition of National Feral Cat Day on October 16.
- 5.4 Metro Fire CERT Outreach Coordinator Betty Taylor presented on the Great California ShakeOut Heighten Awareness - Be Prepared Event on October 17 at the Rancho Cordova City Hall.

6. PUBLIC COMMENT

Mayor Sander opened the public comment period. There were no speakers. Mayor Sander closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve by Budge second by McGarvey; Council approved the Consent Calendar.
Carried by a 4:0 roll call vote. (Skoglund absent)

- 8.1 **Subject:** Meeting Minutes of:
 - a) September 17, 2012 Regular Meeting;
 - b) September 25, 2012 Special Meeting; and
 - c) October 9, 2012 Special Meeting/Closed Session.**Recommendation:** Adopt Minutes.

- 8.2 **Subject:** Resolution Supporting VSP Global
Recommendation: Adopt Resolution No. 89-2012.
Result of Recommended Action: Adoption of this resolution will support VSP Global in request for action from the California Health Benefit Exchange to authorize direct offers of vision coverage by stand-alone vision plans in California.
Staff Report: Curt Haven, Economic Development Department
Advances Goals: 1 and 6.

- 8.3 **Subject:** Resolution authorizing the City Manager to approve future change orders in the amount of \$170,000 with Douglas Veerkamp General Engineering increasing the total contract value to \$4,936,984
Recommendation: Adopt Resolution No. 96-2012.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute future contract change orders (CCO's) associated with the Folsom Boulevard Phase 3 project (construction Contract No. 87-2011) increasing the total contract value by up to \$550,000 from \$4,366,984 to a maximum of \$4,916,984.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, 3, 5, and 6.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

NONE.

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Financial Update
Recommendation: Receive and file.
Result of Recommended Action: This report will inform the Council and the Community on the preliminary results of fiscal year ending June 30, 2012 and on the status of the current year budget to actual for the General Fund.
Staff Report: Donna Silva, Finance Department
Advances Goal: 5.

ACTION: Discussion item only; no action taken.

- 11.2 **Subject:** Purchase and Sale Agreement for Successor Agency Property
Recommendation: Adopt Resolution No. SA 10-2012.
Result of Recommended Action: Adoption of this resolution will authorize the Successor Agency Executive Director to execute a Purchase and Sales Agreement with the Los Rios Community College District for the Successor Agency property located at the Northwest corner of Folsom Boulevard and Paseo Drive.
Staff Report: Micah Runner, Economic Development Department
Advances Goals: 1 and 6.
COUNCIL ACTING AS THE SUCCESSOR AGENCY

ACTION: Motion to continue by McGarvey second by Budge; Council continued this item to added Special Meeting on October 18, 2012.
Carried by a 4:0 roll call vote. (Skoglund absent)

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

NONE.

13. CITY MANAGER'S REPORT

NONE.

14. ADJOURNMENT

Mayor Sander adjourned the regular meeting to the special meeting in the David B. Roberts Council Chambers at 7:20 PM.

15. STUDY SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the David B. Roberts Council Chambers at 7:39 PM.

Council Members Present: McGarvey, Budge, Sander, Cooley

Council Members Absent: Skoglund

Staff Members Present: Gaebler, Lindgren, Cuppy, Abhar, Junker, Silva, Chinn, Runner, Haven, Sparkman, Davis

16. PUBLIC COMMENT

Mayor Sander opened the public comment period. There were no speakers. Mayor Sander closed the public comment period.

17. SPECIAL MEETING ITEM

17.1 **Subject:** City / BIA Facilitation Process - Development Standards, Costs, and Fees

ACTION: Discussion item only; no action taken.

ACTION: Motion by McGarvey second by Budge; Council continued the meeting past 11:00 PM.

18. ADJOURNMENT

Mayor Sander adjourned the special meeting at 11:14 PM.

Mindy Cuppy, CMC, City Clerk





**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY COMMUNITY REDEVELOPMENT AGENCY
(CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

City Hall
2729 Prospect Park Drive, Rancho Cordova

Thursday, October 18, 2012

3:00 PM – Special Meeting
Community Board Room

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order in the Community Board room at 3:06 PM.

Council Members Present: McGarvey, Cooley, Skoglund, Budge, Sander

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Chinn, Silva

2. PUBLIC COMMENT

Mayor Sander opened the public comment period. There were no speakers. Mayor Sander closed the public comment period.

3. CLOSED SESSION

Conference with real property negotiators (Government Code Section 54956.8)

- 10259 Folsom Boulevard, APN: 076-0213-003 thru 5;
- 10235 Folsom Boulevard, APN: 076-0213-011 and 012

COUNCIL ACTING AS THE SUCCESSOR AGENCY

4. ADJOURNMENT

Mayor Sander adjourned the closed session to the special meeting in the Community Board room at 3:48 PM.

5. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the Community Board room at 3:49 PM.

Council Members Present: McGarvey, Cooley, Skoglund, Budge, Sander

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Chinn, Silva

6. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that there was no reportable action taken in closed session.

7. PUBLIC COMMENT

Mayor Sander opened the public comment period. There were no speakers. Mayor Sander closed the public comment period.

8. SPECIAL MEETING ITEM

ACTION: Motion to approve by Budge second by Cooley; Council adopted Successor Agency Resolution No. SA 10-2012.
Carried by a 5:0 roll call vote.

8.1 **Subject:** Purchase and Sale Agreement for Successor Agency Property

Recommendation: Adopt Resolution No. SA 10-2012.

Result of Recommended Action: Adoption of this resolution will authorize the Successor Agency Executive Director to execute a Purchase and Sales Agreement with the Los Rios Community College District for the Successor Agency property located at the Northwest corner of Folsom Boulevard and Paseo Drive.

Staff Report: Micah Runner, Economic Development Department

Advances Goals: 1 and 6.

COUNCIL ACTING AS THE SUCCESSOR AGENCY

9. ADJOURNMENT

Mayor Sander adjourned the special meeting at 3:55 PM.

Mindy Cuppy, CMC, City Clerk



MEMORANDUM



DATE: November 5, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD A THREE YEAR CONSULTING SERVICES CONTRACT TO KASL CONSULTING ENGINEERS, INC FOR ON-CALL CIVIL ENGINEERING AND SURVEYING SERVICES IN AN AMOUNT OF \$300,000**

RECOMMENDATION

Adopt Resolution No. 97-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a three year contract with KASL Consulting Engineers, Inc. in the amount of \$300,000 for on-call civil engineering and surveying services.

ADVANCES GOALS 1 and 5

BACKGROUND

Public Works' staff has identified several projects that require surveying and professional civil design services. An on-call consulting services contract will ensure that the City has small improvement projects surveyed and designed in a timely manner, helping the City meet the needs of the community and the requirements for possible grant funding.

Funding for the on-call engineering services within the scope of this contract will be provided for by project capital funds and will not impact the General Fund.

ATTACHMENT

Resolution No. 97-2012 including **Exhibit 1A** – Contract No. 75-2012

CITY OF RANCHO CORDOVA

RESOLUTION NO. 97-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE AN ON-CALL CONSULTING
SERVICES AGREEMENT WITH KASL CONSULTING ENGINEERS INC.**

WHEREAS, the City has identified several projects that require surveying and professional civil design services; and

WHEREAS, the City wishes to enter into a three year on-call consulting services contract with KASL Consulting Engineers in the amount of \$300,000; and

WHEREAS, those services will exceed the maximum amount the City Manager has authorization to approve.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager, or his/her designee, to execute an on-call contract with KASL Consulting Engineers (**Exhibit 1A**), in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CONTRACT NO 75-2012

**ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND KASL CONSULTING ENGINEERS**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and KASL Consulting Engineers ("Professional") as of September 1, 2012.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional may provide to City the services described in Exhibit A on an on call basis. Professional shall provide a specific scope of work prior to commencing any work. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2015, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$300,000, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

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- 2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit A.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 **Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any

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and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

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4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be

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endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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- 5.2 **PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 **Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 **Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

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Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

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In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that

CONTRACT NO 75-2012

City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

CONTRACT NO 75-2012

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

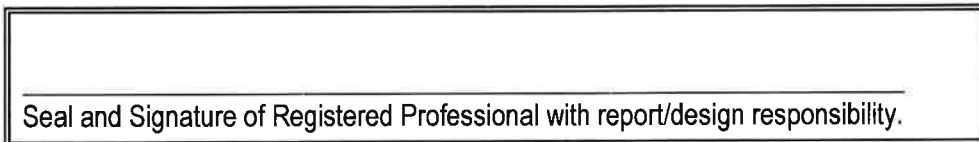
- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Britton Snipes ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

CONTRACT NO 75-2012

- 10.10 Notices.** Any written notice to Professional shall be sent to:
John C. Scroggs
KASL Consulting Engineers
7777 Greenback Lane, Suite 104
Citrus Heights, CA 95610

Any written notice to City shall be sent to:
City of Rancho Cordova
Attn: Britton Snipes
2729 Prospect Park Drive
Rancho Cordova, CA 95670

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work and compensation schedule attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

Ted A. Gaebler, City Manager

Date: _____

PROFESSIONAL

John C. Scroggs, Principal

Date: 21 September, 2012

CONTRACT NO 75-2012

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

September 11, 2012



Mr. Britton Snipes,
Associate Civil Engineer
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Subject: Scope of Services; New Three Year Contract for On Call Civil Design and Land Surveying Services

7777 Greenback Lane

Suite 104

Citrus Heights, CA

95610

Tel. 916/ 722-1800

Fax 916/ 722-4595

Principals:

Douglas L. Asche

John C. Scroggs

John C. Bigwood

Brit:

Thank you for this opportunity to renew our On Call Engineering and Land Surveying Services Contract with the City of Rancho Cordova. For the past 7 ½ years it has been our privilege to provide the City with civil engineering design services for roadway widening, roadway overlays, roadway rehabilitation, storm drainage improvements, traffic calming, curb, gutter, sidewalks, driveway, Safe Routes to School, ADA compliant ramps, traffic signal and traffic signal improvements. We have completed topographic surveys, record surveys, right of way delineation, legal descriptions and plats, aerial photogrammetric and aerial planimetric surveys and construction staking for City of Rancho Cordova street projects. KASL has also provided project construction assistance by responding to the City's and contractors' request for information, reviewing shop drawing submittals and by conducting field inspections and providing construction oversight. This is to confirm that KASL is available to provide the City of Rancho Cordova these services and other civil engineering and land surveying services itemized herein for the new three year On Call Contract.

The specific Civil Design and Land Surveying Services that we are available to provide for City of Rancho Cordova include:

CIVIL ENGINEERING DESIGN SERVICES

- Roadway Widening, Medians, Bicycle Paths and ADA Compliance Improvements
- Roadway Base Repair, Pavement Overlay, Pavement Rehabilitation and Pavement Surfacing Improvements
- Traffic Engineering and Traffic Signal Design
- Street Light Improvements
- Grading and Drainage Design
- Floodplain Analysis
- Stormwater Management
- Sustainable Design
- Sediment and Erosion Control Facilities
- Traffic Control Plans
- Utility coordination with Water System, Sewer System, Natural Gas, Power, Telephone and Cable TV Agencies and Providers

CIVIL

WATER RESOURCES

SURVEYING

EXHIBIT A

**LAND SURVEYING SERVICES**

- Topographic, Aerial and Boundary Surveys
- Record Maps, ALTA / ASCM Surveys
- Legal Descriptions, Plats, FEMA Elevation Certifications
- Construction Surveys and Staking

CONSTRUCTION SUPPORT SERVICES

- Preparation of Bid Documents, Bid Schedule, Estimate of Quantities and Costs, Special Provisions, Technical Specifications
- Bid Support Services
- Response to Request for Information, Request for Change Orders, Request for Clarification
- Field Inspection, Construction Oversight
- Shop Drawing Review
- Project Close Out Services
- Preparation of As Built Plans

COMPUTER MODELING SERVICES

- Models to accurately predict water system, sewer system and stormwater system hydraulic and hydrologic performance
- 3-D computer models of underground utility systems to produce design plans and to avoid piping conflicts (clash detection)
- Site and utility renderings, animated renderings for visualization purposes, meetings, presentations and public display
- Digital Terrain Models (DTM) of original and proposed final ground surfaces
- Mass grading & cut / fill diagrams to accurately estimate quantities of materials

To provide the above listed services to the City we are supported, as needed, by subconsultant geotechnical engineering, structural engineering, electrical engineering and landscape architecture professionals.

We pledge to continue to provide the City with civil design and land surveying services using a collaborative approach. The experience KASL Principals and Key Staff have gained from previous City of Rancho Cordova projects shall be combined with the City's design directives and suggestions in the preparation of design documents over the next three year contract term.

We hope that this letter proposal adequately responds to your request. The undersigned, and Principal of the firm, has authority to sign professional services contracts for KASL Consulting Engineers Inc. Our current rate schedule is attached. Copies of Certificates of Insurance issued for the existing On Call Services Contract are attached. These certifications are updated annually by our insurance provider. We will continue to provide annual updates throughout the term of the new contract.

Very truly yours,

KASL Consulting Engineers

John C. Scroggs

STANDARD RATE SCHEDULE

KASL CONSULTING ENGINEERS, providing superior service in civil engineering, water resources and surveying since 1982.

"We take engineering personally".



PROFESSIONAL RATES

Engineer, Surveyor 1	\$184.00 per hour
Engineer, Surveyor 2	\$157.00 per hour
Engineer, Surveyor 3	\$140.00 per hour
Engineer, Surveyor 4	\$124.00 per hour
Engineer, Surveyor 5	\$108.00 per hour
Engineer, Surveyor, Technician 6	\$ 96.00 per hour
Engineer, Surveyor, Technician 7	\$ 91.00 per hour
Engineer, Surveyor, Technician 8	\$ 81.00 per hour
Technician, Administration 9	\$ 64.00 per hour
Technician, Administration 10	\$ 60.00 per hour
Technician, Administration 11	\$ 39.00 per hour
2-Man Survey Crew	\$195.00 per hour
3-Man Survey Crew	\$235.00 per hour

BASIC CHARGES

TRAVEL OUTSIDE OF SACRAMENTO METROPOLITAN AREA -- \$0.485 per mile for truck or private vehicle, or direct cost of public transportation, plus direct cost of meals and lodging.

WHEN PERSONNEL are required to work during premium overtime pay hours, the above hourly rates will be multiplied by 1.50 for time-and-one-half hours and by 2.00 for double time hours.

OTHER DIRECT EXPENDITURES on behalf of the client will be billed at cost plus 15% percent for handling.

UNDER PROVISIONS OF THIS AGREEMENT, a late payment finance charge will be computed at the periodic rate of 1.5% percent per month, which is an annual percentage rate of 18% percent, and will be applied to an unpaid balance commencing 30 days after the date of the original invoice.

MEMORANDUM

DATE: November 5, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director



SUBJECT: RESOLUTION AWARDING CONSTRUCTION CONTRACT TO BRENEMAN, INC. FOR THE ZINFANDEL DRIVE AND FOLSOM BOULEVARD INTERSECTION IMPROVEMENTS IN AN AMOUNT OF \$230,277

RECOMMENDATION

Adopt Resolution No. 98-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would award a construction contract to Breneman, Inc., the lowest responsive bidder, who would perform work on the Zinfandel Drive and Folsom Boulevard Intersection Improvements project.

Work performed under this contract consists of construction of a median island, sidewalk modifications and traffic signal improvements within the limits of work on Zinfandel Drive from Folsom Boulevard to Chassella Way. These improvements will bridge the City's project to install sidewalks on Zinfandel Drive, and the frontage improvements for the Walgreens Development project that is currently under construction.

ADVANCES GOALS 1, 2, and 5

BACKGROUND

The south approach of the intersection of Zinfandel Drive and Folsom Boulevard needs to be modified to accommodate the Walgreens site and improve safety at this location. Currently, some vehicles make an illegal and unsafe left turn into and out of the shopping center west of Zinfandel Drive. It is expected that the problem will be exacerbated due to additional conflicting movements from vehicles exiting the future Walgreens parking lot on the east side of Zinfandel Drive. The Walgreens project was conditioned to dedicate the necessary right-of-way to accommodate a u-turn for the southbound vehicles on Zinfandel Drive and allow for installation of a raised median curb on Zinfandel Drive to eliminate conflicting left turn movements from the shopping centers on both sides of the road. The Walgreens project was also conditioned to provide fair share funding for construction of these safety improvements.

The improvements included in this contract have been coordinated with the Walgreens development and will tie into the frontage improvements already constructed as part of this project.

Four (4) contractors bid on the project. The lowest responsive bid was \$230,277, the average bid was \$253,296, and the high bid was \$282,011. The bid summary sheet is provided as Attachment 1.

FISCAL IMPACT

A portion of the cost is paid for by Walgreens development for installation of the frontage improvements on Zinfandel Drive. The remainder of the funds come from Stormwater Utility and local transportation funds.

ATTACHMENTS

1. Bid Summary Sheet
2. Resolution No. 98-2012 including **Exhibit 1A** – Contract No. 88-2012

Zinfandel Folsom Intersection Improvements - CP12-2115 - Check List
 Rancho Cordova City Hall
 2729 Prospect Park Drive, Rancho Cordova, CA 95670
 October 4, 2012 at 2:00 PM



Contractor	Base Bid Amount	Proposal Signed	Bidder's Bond	Contractors License	Non-Collusion	Designation of Subs	Experience Qualifications		
A Martin General	282,011.25	v	v	v	v	v	v		
B Biondi Paving	257,150.00	v	v	v	v	v	v		
C Central Valley	243,744.35	v	v	v	v	v	v		
D Breneman Inc.	230,277.00	v	v	v	v	v	v		
E									
F									
G									
H									
I									
J									
K									
L									
M									
N									
O									

Attendees:
 Aimee Kellerman, Administrative Secretary
 Brit Snipes, Public Works

Aimee Kellerman
 Aimee Kellerman, Administrative Secretary

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 98-2012

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT WITH BRENEMAN, INC. FOR THE CONSTRUCTION
OF THE ZINFANDEL DR AND FOLSOM BLVD INTERSECTION IMPROVEMENTS**

WHEREAS, bids were solicited to the Sacramento County, El Dorado County, Placer County, and ISqFt Planroom beginning September 18, 2012. The project was also advertised in The Grapevine Independent on September 21 and 28, 2012; and

WHEREAS, the bids were publicly opened on October 4, 2012 at 2729 Prospect Park Dr., Rancho Cordova 95670; and

WHEREAS, the City recommends award the Zinfandel Dr and Folsom Blvd Intersection Improvements to the lowest responsive bidder, Breneman, Inc., in the amount of \$230,277; and

WHEREAS, those services will exceed the maximum amount the City Manager has authorization to approve.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager, or his/her designee, to execute a construction contract with Breneman, Inc. (**Exhibit 1A**), in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND BRENEMAN, INC.
FOR THE ZINFANDEL DR AND FOLSOM BLVD INTERSECTION IMPROVEMENTS**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Breneman, Inc. ("Contractor") as of November 6, 2012.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Zinfandel Dr and Folsom Blvd Intersection Improvements ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on September 21, and 28, 2012 in The Grapevine Independent ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 88-2012, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as **Exhibit A** and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: **two hundred thirty thousand two hundred seventy seven dollars (\$230,277)**. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

9.1 Contractor's Performance. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else

directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.

- 9.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

- 10.2 Contract Administration.** This Agreement shall be administered by Britton Snipes ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 10.3 Notices.** Any written notice to Consultant shall be sent to:

James Breneman
Breneman, Inc
2000 Norris Rd
Walnut Creek, CA 94596
(925) 457-2026

Any written notice to City shall be sent to:

Britton Snipes
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

- 10.4 IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Ted A. Gaebler, City Manager

James Breneman, President

Date

Date

Attest:

Mindy Cuppy, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

**CITY OF RANCHO CORDOVA
ZINFANDEL DR AND FOLSOM BLVD INTERSECTION
IMPROVEMENTS
CP12-2115**

SPECIAL PROVISIONS

SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2008, and these Special Provisions, shall control all work to be done under this contract. Copies of the Standard Construction Specifications may be obtained from the Municipal Services Agency, Land Division and Site Improvement Review, located in the County Administration Building, 827 Seventh Street, Room 105, Sacramento, California, 95814.

GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

BEGINNING OF WORK

As stated in Section 7-1 "Beginning of Work", of the Standard Construction Specifications, the Contractor is advised that, for this project, no field construction work may commence and the counting of working days shall not begin until Notice to Proceed is issued by the City. Work that does not involve field construction such as pre-construction meetings, creation of progress schedules, preparation of Traffic Control Plan, preparation of Erosion and Sediment Control Plan etc., may occur prior to the counting of working days.

TIME OF COMPLETION

As set forth in Section 7-15 of the Standard Construction Specifications, the time for completion of this contract shall be **FORTY-FIVE (45) WORKING DAYS**.

LIQUIDATED DAMAGES

As set forth in Section 8-10 of the Standard Construction Specifications, the liquidated damages for this contract shall be the sum of Eight Hundred Dollars (\$800) per day.

NOTICE FOR BONDS AND INSURANCES

Bidders shall comply with the information provided for the performance and payment bond, as set forth in Section 3-4 of the Standard Construction Specifications.

In the event that hazardous materials are identified prior to construction, or are encountered as an unforeseen condition during construction, the Contractor shall, if necessary, procure and

maintain Environmental Liability Insurance as set forth in Section 3-9 of the Standard Construction Specifications. It is acceptable for an environmental Sub-Contractor to provide the required coverage provided the prime Contractor and the City of Rancho Cordova ("City") are named as "additional insured" and the policy meets the requirements of Section 3-9 of the Standard Construction Specifications.

LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

PREVAILING WAGE

The Contractors attention is directed to Section 6-1.02 "Prevailing Wage," of the Standard Construction Specification. Pursuant to Labor Code Section 1770, the Contractor and the Contractor's Subcontractors shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1773.

PAYROLL RECORDS

The Contractors attention is directed to Section 6-1.03, "Payroll Records," of the Standard Construction Specification. Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by the Contractor's Subcontractors.

REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be

safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

Prior to the start of construction, the Contractor shall designate staging areas where fueling and oil changing activities will take place. The staging area(s) shall be reviewed and approved by the City of Rancho Cordova's Environmental Mitigation Monitor and the Storm Water Pollution Prevention Manager prior to the start of construction. No fueling and oil changing activities shall be permitted outside the designated staging areas. The proposed staging areas shall be identified in the Water Pollution Control Program (WPCP).

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by you in Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Rancho Cordova may exercise the remedies provided under Pub Cont Code § 4110. The City of Rancho Cordova may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

PARTNERING

The City of Rancho Cordova will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City of Rancho Cordova and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Contractor's failure to comply with state and federal child, family and spousal support requirements regarding a Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

Contractor's failure to cure such default within 90 days of notice by City shall be grounds for termination of this Agreement.

CONTRACTOR IDENTIFICATION

Contractor shall provide the City with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and applicable City codes: Contractor's name, residence address, telephone number, social security number, and whether dependent health insurance coverage is available to Contractor.

SECURITY DEPOSIT IN LIEU OF WITHHOLD

Contractor shall address all forms or correspondence pertaining to Securities in Lieu items to:

City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

DESCRIPTION OF WORK

The Work to be performed under this contract consists of furnishing all labor, materials, and

equipment for minor modifications to Zinfandel Drive pavement, microsurfacing existing pavement areas within the limits of Work, removal and replacement of existing curb, gutter and sidewalk improvements, placement of new sidewalk and driveways, removal and replacement of existing drainage facilities, construct median, construct curb, construct new storm drain manholes, remove and replace traffic signals and street light together with associated conductors, conduit and pullboxes, thermoplastic striping and marking and other incidental work to be completed on Zinfandel Drive north of Folsom Boulevard to the intersection of Chasella Way within the limits of Work as shown on the Plans. Sidewalk and sidewalk ramp improvements are to comply with Americans with Disabilities Act (ADA), Title 24 and City of Rancho Cordova Standards.

The nature of this project dictates that the limits of microsurfacing, curb, gutter and sidewalk removal, storm drainage improvements, striping and markings and these may vary from the Plans, as directed by the Engineer. The Contractor shall coordinate with the Engineer throughout the Project to accommodate any adjustments, as deemed necessary by the Engineer.

Permanent traffic signs shall be installed by City forces, as necessary, at the completion of the Project.

Such other items or details not mentioned above or in the bid quantities that are required by the Plans and/or these Special Provisions, shall be performed, placed, constructed, or installed in accordance with the Standard Construction Specifications or these Special Provisions.

STATE STANDARD SPECIFICATIONS AND STATE STANDARD PLANS

State Standard Specifications and State Standard Plans, when referred to, shall be the State of California Department of Transportation Standard Specifications dated 2010 and the State of California Department of Transportation Standard Plans dated 2010.

If there is a conflict between the Plans and Special Provisions prepared for this Contract and the Standard Plans and Specifications referenced herein the more stringent Plans and Specifications shall, in general, control. If there is a discrepancy between the State Standards Plans and Specifications and the (County of Sacramento) Standard Construction Specifications and the (County of Sacramento) Improvement Standards the (County of Sacramento) Standard Construction Specifications and the (County of Sacramento) Improvement Standards shall control.

If there is a discrepancy between the Project Plans and these Special Provisions the Special Provisions shall control. If there is a discrepancy between these Special Provisions and the Standard Construction Specifications these Special Provisions shall control. Dimensioned and detailed Plans and Standard Drawings shall control over scaled drawings.

CODES AND LEGAL REQUIREMENTS

- A. With the exceptions of the State Specifications and State Standard Plans which shall be the 2010 issue, all reference to codes, specifications and standards referred to in the contract documents shall mean, and are intended to be, the latest editions,

amendment, and/or revision of such referenced documents in effect as of the date of this contract.

- B. The work requirements of authorities shall be the minimum acceptable requirements for the work. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of the applicable codes and regulations.
- C. When contract documents call for materials or construction of better quality or larger size than required by codes, laws, rules and regulations, the contract documents shall take precedence.

ORDER OF WORK

Order of Work shall conform to the provisions of Section 5-1.05 "Order of Work" of the State Standard Specifications and these Special Provisions. Liquidated damages, as set forth in these Special Provisions, shall be assessed if the working days are exceeded.

Prior to performing any work that requires a lane closure a Traffic Control Plan, prepared by the Contractor, shall be reviewed and approved by the City of Rancho Cordova.

The Contractor shall not begin work on clearing, grubbing or earthwork operations until Erosion and Sediment Control Plans, prepared by the Contractor, are approved by the City of Rancho Cordova.

The Contractor shall notify the Engineer 5 working days before beginning work on or adjacent to any private properties.

At the end of each work day all debris, branches, roots, removed fence, rubbish, and other debris in the work area shall be collected and placed in a suitable disposal bin or pile. Materials to be used later in construction shall be neatly stockpiled. All parts of the work shall be left in a neat and presentable condition at the end of the work shift.

Full compensation for daily cleanup and maintaining a neat and presentable appearance in the Project limits will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefore.

Three (3) calendar days prior to beginning work on Zinfandel Drive sidewalk and driveway improvements, the Contractor shall be required to notify residents / businesses directly impacted by the Work. Residents / businesses shall be notified with a City supplied door hanger. The Contractor shall be responsible for inserting the date on which sidewalk (and driveways) is to be constructed. The door hangers will advise residents / businesses of parking restrictions during and immediately in advance of the construction of proposed improvements. Any change in the Contractor's schedule shall require that re-notification take place at the Contractor's expense. At the preconstruction meeting the Contractor shall be given door hangers for the Zinfandel sidewalk and driveway improvements.

Door hangers shall be placed before 1:00 PM three days before beginning work to allow sufficient time for City inspection of the hangers.

The Contractor shall not be allowed to begin work until the residents / businesses within the work area have been notified. The Contractor shall submit to the Engineer the street addresses, the time, and the date the notices were placed prior to commencing work. The Contractor is responsible for providing, on the notice, the Contractor's contact phone number(s) to be reached by the residents / businesses after hours and on weekends.

Full compensation for advance notification to residents / businesses shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

The Contractor is advised that existing SMUD underground power, PG&E gas mains and Golden State Water mains may be in potential conflict with proposed Project improvements. Utility coordination and potholing shall be completed as an early milestone in the Project Schedule.

STORM WATER POLLUTION CONTROL

Storm Water Pollution Control work shall conform to the requirements in Section 10-4, "Erosion Sediment and Water Pollution Control," of the Standard Construction Specifications, and these Special Provisions.

The Contractor shall minimize erosion and transport of sediments during all aspects of the project. Erosion and sediment control shall conform to the requirements of Sacramento County's "Erosion and Sediment Control Guidelines". That document is available, for a fee, from the Water Resources Division, County of Sacramento.

The Contractor shall be required to prepare an Erosion and Sediment Control Plan, in conformance with the "Erosion and Sediment Control Guidelines". This Plan will be subject to review and approval by the Engineer. The Plan shall be submitted to the Engineer for review at least 5 days prior to the start of construction. During the review process, the Contractor shall revise the Plan as directed by the Engineer. In no case will the Contractor be allowed to begin the clearing, grubbing, or earthwork operations without an approved Erosion and Sediment Control Plan. If the Contractor's method fails to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control and shall be responsible for any damage resulting from erosion or siltation originating on the work site.

Fees and security deposits required by the "Erosion and Sediment Control Guidelines" will be the responsibility of the Contractor. The City of Rancho Cordova will obtain the necessary General Construction Storm Water Permit from the State of California, as required, and the Contractor will be required to conform to permit requirements.

Conformance with all applicable erosion and sediment control requirements shall be included in the Lump Sum Price for the Storm Water Pollution Control Plan and shall include full compensation for furnishing all labor materials, tools, equipment and incidentals for doing the work involved and no additional compensation shall be allowed therefore.

COOPERATION

Attention is directed to Section 7-1.14, "Cooperation," of the Standard Construction

Specifications and these Special Provisions. Contractor shall fully cooperate with all utilities, including, but not limited to, AT&T, Comcast, Sacramento Municipal Utilities District, Pacific Gas & Electric, Golden State Water Company, Sacramento Area Sewer District, Sacramento County Municipal Services Agency and Sacramento County Department of Transportation.

Utility company representatives are listed on the title sheet of the Zinfandel Drive, Folsom Boulevard to Chassella Way Improvement Plans.

WORK ON PRIVATE PROPERTY

The Contractor's attention is directed to Section 6-21, "Preservation of Property", of the Standard Construction Specifications. The Contractor shall protect private improvements from damage. On-site private improvements may include, but are not limited to, irrigation facilities, structures, mailboxes, parking lot pavement, concrete curbing, and driveway pavement. If such objects are damaged, they shall be replaced, repaired and or restored at the Contractor's expense, to a condition as good or better as when the Contractor entered upon the property, as determined by the Engineer.

During the contract period, the Contractor will not unreasonably interfere with business operations within the Project limits or unreasonably delay access to or from private residential driveways. The Contractor, under circumstances within his control, will complete construction in a timely and diligent manner. The Contractor is referred to the "Order of Work" Section and these Special Provisions regarding advance notifications to Project area residents / businesses. The Contractor shall not be allowed to impact or restrict use of any residential or business driveways for more than 48 hours. To meet this schedule the Contractor may submit, for approval by the Engineer, high strength or early strength concrete mixtures or high strength or early strength concrete accelerators or additives.

Work is to be constructed within existing public rights-of-way and within limits of Temporary Construction Agreements as noted on the Plans.

The Contractor shall be responsible for repairing, replacing, or modifying all landscape and irrigation systems within and outside of the rights of way and within Temporary Construction Agreement areas that are damaged, capped, or removed during construction. Damage shall include all that is caused as a result of any and all work associated with the contract. All repairs to both landscaping and irrigation system shall be done in a manner equal to or better than the previously existing conditions. If irrigation systems are damaged during trenching, curb, gutter and sidewalk improvements or other construction activities, the Contractor shall repair the damage within two (2) calendar days in order to maintain full operation of the system. Any loss and/or subsequent replacement of plant material due to damage of the irrigation system or the neglect to repair it promptly shall be the sole responsibility of the Contractor. Landscape replacement or repair shall be completed as soon as it will not be damaged by further construction activities.

The Contractor shall perform all work outlined in this section without direct payment, as specified in Section 8-3 of the Standard Construction Specifications.

RIGHT OF WAY STATUS

Except as otherwise noted on the Plans, all work done under this contract shall be conducted within the limits of existing public rights of way and within the limits of Temporary Construction Agreements secured for this work.

PROGRESS SCHEDULE

Progress schedules will be required for this contract and shall conform to the provisions in Section 7-5.01, "Progress Schedule," of the Standard Construction Specifications.

At the pre-construction meeting the Contractor shall submit to the Engineer a Schedule of Work for all work included in the Project. Full compensation for the preparation of progress schedules will be considered as included in the prices paid for the various contract items of work and no separate payment shall be made therefore.

The Contractor shall order traffic signal equipment within 5 days of receiving Notice to Proceed.

The Contractor is advised that coordinating with SMUD for the relocation of underground power and with PG&E for the removal and / or relocation of gas mains in conflict with Zinfandel Drive drainage laterals could take as long as 6 to 8 weeks. Golden State Water could also require several weeks to relocate water mains in conflict with Zinfandel Drive drainage laterals. The Contractor shall, therefore, schedule, as an early milestone, the completion of utility identification and potholing required to complete the Zinfandel Drive curb, sidewalk and drainage improvements.

EXISTING UTILITIES

The Contractor's attention is directed to Section 6-16, "Existing Utilities", of the Standard Construction Specifications and these Special Provisions.

All existing utilities within the Project limits shall remain in use during construction. Relocation of existing utilities may be in progress during the period of this contract. The Contractor is hereby advised that cooperation and coordination with various utility companies will be required.

As noted above, existing SMUD, PG&E and Golden State Water facilities are in potential conflict with proposed Project improvements.

The status and schedule for any remaining utility relocation work (if any) will be provided by the various utility representatives at the pre-construction meeting as detailed in Section 7-3 of the Standard Construction Specifications. The Contractor will cooperate and coordinate their work with all utility relocation work.

All valves, manholes and other utility covers encountered in the area to be microsurfaced shall be carefully referenced out by the Contractor and the location of the valve box, manhole or cover painted on the surface immediately after pavement or microsurfacing operations are complete. Attention is directed to Section 6-16.06 "Markings", of the Standard Construction Specifications for utility color codes and symbols.

UNAVOIDABLE DELAYS

Section 7-12.02, "Unavoidable Delays", of the Standard Construction Specifications shall apply except as herein modified.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that he has made every effort to obtain such materials from all known sources, within reasonable reach of the Work in a diligent and timely manner. The documentary proof shall indicate that the inability to obtain such materials, when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "Shortage of Materials" as used in this section, shall not apply to materials, articles, parts, or equipment that are processed, made, constructed, fabricated, or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

HOURS OF WORK

The Contractor's attention is directed to Section 7-8, "Peak Hours, Hours of Darkness, Holidays, and Weekends", of the Standard Construction Specifications. See also "Traffic Maintenance" of these Special Provisions.

DUST CONTROL

The Contractor shall be responsible for dust control within the Project limits and approaches thereto in accordance with Section 17, "Dust Control", of the Standard Construction Specifications. The Contractor shall conform to all applicable provisions of the referenced section and these Special Provisions. Dust control shall be enforced at all times.

The Contractor shall provide for watering of all exposed or disturbed earth surfaces at least twice daily. The Contractor shall cover stockpiles of debris, soil, sand or other materials that can be blown by the wind. The Contractor shall sweep the construction area and adjacent streets of all mud and dust as needed. Full compensation for dust control will be considered as included in the prices paid for the various contract items of work and no separate payment shall be made thereof.

SURPLUS MATERIAL DISPOSAL

Disposal of surplus material shall conform to the provisions in Section 18-2.03 of the Standard Construction Specifications and these Special Provisions, and no additional compensation will be made therefore. The Contractor shall comply with all the provisions set forth in the Sacramento County Land Grading and Erosion Control Ordinance when disposing of surplus material within the City of Rancho Cordova or within Sacramento County. Copies of the Land Grading and Erosion Control Ordinance may be obtained from the Municipal Services Agency Land Grading Section in Room 105, 827-7th Street, Sacramento, telephone number (916) 874-6546. Any questions pertaining to the requirements set forth in the Ordinance should be

directed to the above office.

All excess excavated material, broken concrete, and any other excess material resulting from the construction shall become the property of the Contractor and shall be properly removed from the right-of-way and no additional compensation will be made therefore.

WORK TO BE DONE WITHOUT DIRECT PAYMENT

Attention is directed to Section 8-3 of the Standard Construction Specifications. All work not mentioned in these Special Provisions shall be constructed in accordance with the Standard Construction Specifications. Payment for work shown on the Plans and specified herein for which there is no item listed on the bid proposal form shall be included in the prices bid for the related items of work to provide a complete job according to the Plans, and no additional compensation will be made therefore.

TRAFFIC MAINTENANCE

Provisions for public convenience and safety, construction area traffic control, and hours of work shall be in accordance with the Standard Construction Specifications. Specific requirements are provided in Sections 6-11, 6-12, 6-13, 6-14, 7-8, and 12 of the Standard Construction Specifications. The Contractor shall be responsible for public safety and traffic control within the Project limits and on the approaches to the Project.

A traffic control plan (or plans) shall be submitted for review for any work requiring modifications of existing traffic patterns. The traffic control plan shall include provisions for vehicular, pedestrian, and bicycle access. Additionally, the traffic control plan shall address traffic signal operation for any work performed within 200 feet of a signalized intersection.

An anticipated approach speed of 45 mph shall be used for Folsom Boulevard Traffic Control Plans. An approach speed of 35 mph shall be used for Zinfandel Drive Traffic Control Plans.

Construction shall be suspended and no activities that interfere with public traffic shall be conducted on Memorial Day, Independence Day, Labor Day or Veterans Day, during the four day Thanksgiving weekend and on December 8 through January 1.

The local Fire Department, Sheriff/Police Department, California Highway Patrol, and Regional Transit (if applicable) shall be notified 24 hours in advance of construction work.

Construction area signs shall conform to the requirements of Section 12-3.08 "Construction Area Signs" of the Standard Construction Specifications.

Advisory (S1) signs shall be posted 10 days in advance of construction activities.

At least one lane of 10-foot minimum pavement width shall be maintained for each direction of travel during standard construction hours. Lane closure shall not be allowed without an approved traffic control plan, proper advance warning devices, signing and flag person control. Unless otherwise approved by the City of Rancho Cordova construction shall not be permitted on weekends and holidays.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer, public traffic will be better served and the Work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

Pedestrian access facilities shall be provided through construction areas within the right-of-way as shown on the Plans and as specified herein. Pedestrian walkways shall be provided with surfacing of asphalt concrete, Portland Cement Concrete or timber. Surface shall be skid resistant and free of irregularities.

Paved pedestrian access to sidewalks shall be maintained during all stages of construction. Walkways shall be maintained in good condition by the Contractor. Walkways shall be kept clear of obstructions.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Any closure or detour of pedestrian access for contractor's convenience shall be approved in writing by the Engineer prior to scheduling work in the area under question. Any request for temporary closure or detour of pedestrians shall be made in writing and include plans and information showing requested duration, days of the week, routes, signing and safety measures. Approval or rejection of requests will be at the sole discretion of the Engineer. Additional signing and safety measures for pedestrians approved as part of a pedestrian access modification shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be allowed therefore.

All costs for maintaining traffic control systems shall be included in the price paid for the Traffic Control Plan and shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control systems as shown on the Plans, required to maintain traffic as specified in the State Standard Specifications, in these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

SECTION 1. TECHNICAL CONSTRUCTION DETAILS

1.1 CONSTRUCTION STAKING

Construction Staking shall be provided by the City of Rancho Cordova (City) in accordance with Section 5-9 of the Standard Construction Specifications. Licensed land surveyors and engineers under contract to the City shall conduct the construction staking. The Contractor shall coordinate construction staking requirements with the Engineer. Requests for staking shall be submitted to the Engineer not less than 48 hours prior to the time that field staking is needed.

Construction staking shall be provided one time only. The Contractor will be responsible for the cost of replacement or restoration of stakes and marks that, in the judgment of the City, were carelessly or willfully destroyed, damaged or rendered unusable by the Contractor's operations.

1.2 TRAFFIC CONTROL SYSTEM

Provisions for public convenience and safety, construction area traffic control, and hours of work shall be in accordance with the Standard Construction Specifications. Specific requirements are provided in Sections 6-11, 6-12, 6-13, 6-14, 7-8, and 12 of the Standard Construction Specifications. The Contractor shall be responsible for public safety and traffic control within the project limits and on the approaches to the project.

A traffic control plan (or plans) shall be submitted for review for any work requiring modifications of existing traffic patterns. The traffic control plan shall include provisions for vehicular, pedestrian, and bicyclist access. An anticipated approach speed of 45 mph shall be used on Douglas Road.

Construction shall be suspended and no activities that interfere with public traffic shall be conducted on Memorial Day, Independence Day, Labor Day or Veterans Day, during the four day Thanksgiving weekend and on December 8 through January 1.

The local Fire Department, Sheriff/Police Department, California Highway Patrol, and Regional Transit (if applicable) shall be notified 24 hours in advance of construction work.

Advisory (S1) signs shall be posted 10 days in advance of construction activities.

At least one lane of 10-foot minimum pavement width shall be maintained for each direction of travel during standard construction hours. Lane closure shall not be allowed without an approved traffic control plan, proper advance warning devices, signing and flag person control. Unless otherwise approved by the City of Rancho Cordova construction shall not be permitted on weekends and holidays.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

Pedestrian access facilities shall be provided through construction areas within the right-of-way as shown on the Plans and as specified herein. Pedestrian walkways shall be provided with surfacing of asphalt concrete, Portland cement concrete or timber. Surface shall be skid resistant and free of irregularities.

Paved pedestrian access to sidewalks shall be maintained during all stages of construction. Walkways shall be maintained in good condition by the Contractor. Walkways shall be kept clear of obstructions.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Any closure or detour of pedestrian access for contractor's convenience shall be approved in writing by the Engineer prior to scheduling work in the area under question. Any request for temporary closure or detour of pedestrians shall be made in writing and include plans and information showing requested duration, days of the week, routes, signing and safety measures. Approval or rejection of requests will be at the sole discretion of the Engineer. Additional signing and safety measures for pedestrians approved as part of a pedestrian access modification shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be allowed therefore.

All costs for maintaining traffic control systems shall be included in the lump sum price paid for the Traffic Control Plan and shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control systems as shown on the Plans, required to maintain traffic as specified in the State Standard Specifications, in these Special Provisions, and as directed by the Engineer.

1.3 CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 15 of the Standard Construction Specifications and these Special Provisions.

All City of Rancho Cordova traffic signs that are affected by the Work shall be relocated by the City and maintained by the Contractor in accordance with Section 12-3 of the Standard Construction Specifications and included in the price paid for clearing and grubbing with no additional payment allowed therefore. All non-City of Rancho Cordova or Sacramento County signs that are within public rights-of-way or temporary construction agreement areas and are affected by the Work shall be removed and disposed of by the Contractor and included in the price paid for clearing and grubbing with no additional payment allowed therefore.

Clearing and grubbing shall require the removal of certain walkways and driveways as shown on the Plans. Unless otherwise noted, clearing and grubbing shall not require the removal of existing trees. Trees shall be protected and any root cutting shall follow the directions of a certified arborist. Roots shall be removed to a minimum depth of 12 (twelve) inches below the grading plane, typically.

All tree trimming associated with the Project shall be done by an arborist certified by the International Society of Arboriculture (I.S.A.). Tree trimming shall be limited to tree limbs required to be removed to allow for Project construction activities, minimum required vehicular

clearance, and tree root cutting required for earthwork and trenching. All roots 6 inches in diameter or greater shall be cut cleanly and sealed by the arborist or by the arborist's staff.

All work within oak tree driplines shall be supervised by a certified arborist. The arborist shall conduct (or direct and supervise) all necessary root pruning of oak trees. No limb pruning shall occur unless absolutely necessary to avoid limb damage.

The Contractor shall submit to the City, in writing, the name of the I.S.A. certified arborist, a minimum of four (4) working days prior to the start of Clearing and Grubbing operations.

All work by the I.S.A. certified arborist shall be considered incidental to the work and included in the price paid for clearing and grubbing with no additional payment allowed therefore.

The Contractor shall repair any private, landscaped areas damaged by construction activities. The lump sum price paid for meeting the provisions of this paragraph shall be included in the lump sum price paid for clearing and grubbing with no additional payment allowed therefore.

All mailboxes which must be relocated to construct sidewalks and pedestrian access improvements or are relocated as directed by the Engineer, shall be moved and reset in accordance with Section 13-2.01 of the Standard Specifications and included in the price paid for clearing and grubbing with no additional payment allowed therefore.

The removal and repair of existing private sprinkler systems, as necessary, shall be conducted in accordance with the applicable provisions of Section 13-2.04 of the Standard Specifications except that the Contractor shall relocate, repair or replace as necessary any irrigation lines, sprinkler heads, etc. which interfere with the clearing and grubbing, sidewalk construction, sidewalk replacement or pedestrian access improvements to the satisfaction of the Engineer. The Contractor shall repair any private irrigation systems damaged by construction activities. The irrigation systems shall be reinstalled within 48 hours, and the Contractor shall maintain existing landscaping in the interim, as directed by the Engineer. The price paid for meeting landscape and irrigation repair provisions of this paragraph shall be included in the price paid for clearing and grubbing with no additional payment allowed therefore.

The contract lump sum price for clearing and grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the clearing and grubbing work involved as specified in these Special Provisions, as specified in the Standard Construction Specifications, as shown on the Plans and as directed by the Engineer and no additional compensation will be made therefore.

1.4 UNSUITABLE MATERIAL EXCAVATION AND BACKFILL

Unsuitable material excavation and backfill shall conform to the provisions in Section 18-5 of the Standard Construction Specifications and as specified herein. Unsuitable material encountered within 2 feet of the subgrade shall be paid for as roadway excavation.

If the Contractor encounters unsuitable material in the subgrade, the material shall be removed as directed by the Engineer. The Contractor shall furnish and place geotextile fabric as specified elsewhere in these Special Provisions.

Backfill to replace unsuitable material removed shall be placed and compacted as specified in Section 18-5.02 of the Standard Construction Specifications. Suitable backfill material shall include the following:

- A. Roadway excavation material approved by the Engineer
- B. Geotextile Fabric, as specified elsewhere in these Special Provisions
- C. Class 2 Aggregate Base, as specified elsewhere in these Special Provisions
- D. Approved combination of A, B and C above.

The selection of the proper backfill shall be at the discretion of the Engineer. Backfill, when made with material excavated from the job site, will be paid for at the same unit price paid for roadway excavation. Backfill, when made with Aggregate Base, Class 2, will be paid for at the unit contract price per ton for Aggregate Base, Class 2.

The Contractor's attention is directed to Section 8, "Measurement and Payment" of the Standard Construction Specifications. The estimated quantity for "Unsuitable Material, Excavation and Backfill" is for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Engineer, with no change in unit price.

1.5 GEOTEXTILE FABRIC

Section 50-10 "Geotextile Fabric" of the Standard Construction Specifications is amended to read as follows:

The geotextile shall be of nonwoven construction and consist of long-chain polymeric fibers composed of polypropylene, polyethylene, or polyamide. The fibers shall be oriented into a random web and stabilized so they retain their relative positions. The geotextile shall be free of any chemical treatment or coating and shall be inert to chemicals commonly found in soil.

The geotextile shall conform to the physical property requirements listed in the following table:

TABLE 50-1 REQUIRED GEOTEXTILE PROPERTIES		
Physical Property	Test Method	Acceptable Minimum Test Results
Tensile strength, lb	ASTM-D-4632	200 lbs
Elongation, %	ASTM-D-4632	50%
Permittivity, sec ⁻¹	ASTM-D-4491	1.5 sec ⁻¹
Puncture strength, lb	ASTM-D-4833	120 lbs
Mullen Burst strength, psi	ASTM-D-3786	380 psi
Note: Tension testing machine with ring clamp, steel ball replaced with a 5/16-inch-diameter solid steel cylinder, with flat tip and beveled edges, centered within the ring clamp.		

Propex 4553 as manufactured by Propex Fabrics Inc. meets these specifications.

Unless otherwise directed by the Engineer, the Contractor shall include the placement of geotextile fabrics in the construction of the driveways and the sidewalk portion of the driveway approach for the Zinfandel Drive sidewalk and driveway improvements. The placement of Geotextile fabric may also be required in roadway areas where unsuitable excavation and backfill material is replaced. The price paid per square foot of geotextile material shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work associated with placing the geotextile fabric as shown on the Plans, as specified

on the Standard Construction Specifications, these Special Provisions and as directed by the Engineer and no additional compensation shall be allowed therefore.

1.6 CLASS 2 AGGREGATE BASE

Class 2 Aggregate Base shall conform to the provisions of Section 22 of the Standard Construction Specifications. The estimated quantity for Class 2 Aggregate Base includes a quantity of 250 tons that is for bidding purposes only and shall be used in the event that the aggregate base material is required to replace unstable or unsuitable material in the completion of Project improvements.

Class 2 Aggregate Base shall be placed, where shown on the Plans and under new curb, gutter, sidewalks and driveways as specified in these Special Provisions, and as directed by the Engineer. Furnishing and placement of Class 2 Aggregate Base for curbs, gutters and sidewalks and driveways shall be included in the unit price per lineal foot of curb and gutter or in the unit price per square foot of sidewalk or driveway, as appropriate, and no additional compensation will be allowed therefore.

1.7 ASPHALT CONCRETE, TYPE A

Asphalt concrete shall be Type A and shall conform to the provisions of Section 23 of the Standard Construction Specifications. The estimate quantity for Asphalt Concrete, Type A, contains a contingency of 250 tons that is for bidding purposes only and shall be used for areas of pavement repair and reconstruction identified in the field, shown on the Plans, or as directed by the Engineer.

Emulsion shall be applied to both the vertical edges of the existing pavement and to the pavement to be surfaced prior to placing new asphalt concrete. Asphaltic emulsions shall conform to "Asphaltic Emulsions Binder (Tack Coat)" of the Standard Construction Specifications and shall be included in the unit bid price for asphalt concrete and no additional compensation shall be allowed therefore.

The paving asphalt shall be Performance Grade (PG) 70-10 per AASHTO M320-04 Specifications, as approved by the Engineer. The amount of asphalt binder will be determined by the Contractor in accordance with CAL 367. Tolerance, upper and lower limit, will be determined to meet stability air voids and potential flushing requirements.

The aggregate gradation shall be one-half inch (1/2") maximum, medium gradation.

The contract unit price paid per Ton of Asphalt Concrete, Type A shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the production, delivery, and placement of asphalt concrete as shown on the Plans, as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be made therefore.

1.8 PAVEMENT SURFACE PREPARATION

The Contractor shall be responsible for removing all vegetation from the edge of pavement, sweeping and washing the pavement in advance of microsurfacing operations. Power water wash shall be used for the complete removal of dust that may cause microsurfacing slippage. The Contractor shall be responsible for furnishing and placing asphalt emulsion tack coat in advance of pavement repairs as provided in Sections 37, 39 and 94 of the State Standard Specifications. The Contractor shall remove and dispose of all pavement markers prior to pavement repair or microsurfacing and remove traffic bars as required by the Engineer.

All thermoplastic limit lines, crosswalks and legends applied to the road surface shall be scarified prior to placing the pavement repair or microsurfacing. Scarification shall be performed by grinding such that approximately 20% of the underlying pavement is exposed. All material resulting from the grinding operation shall be removed immediately from the right-of-way and shall be transported and properly disposed of off-site. Striping removal shall occur no sooner than one calendar day prior to pavement repair or microsurfacing operations. If the striping removal is performed on a day other than the day of pavement repair or microsurfacing, the Contractor shall supply and install temporary pavement markings as detailed in these Special Provisions. The Contractor shall be responsible for the removal of the temporary pavement markings prior to placement of the pavement repair or microsurfacing.

Pavement surface preparation shall include elastomeric applied sealing of pavement cracks. The Engineer shall direct the Contractor to seal asphalt surface cracks prior to the placement of microsurfacing.

Crack sealing material shall conform to the requirements for polymer-modified sealants as specified in ASTM D1190, D3405, D5079 and D5329 Specifications. Prior to the application of the crack sealant material the Contractor shall submit manufacturer's printed Product Data Sheets to the Engineer to verify conformance with these ASTM Specifications.

Asphalt sealants shall be applied to clean, dry, properly prepared pavement cracks. If crack width is less than $\frac{1}{4}$ inch, they must be routed before sealant is applied. When ambient temperatures are below 40 degrees F. the Contractor shall use a hot compressed air lance to achieve clean, dry conditions for sealant installation.

Melt sealant in a kettle or melter constructed as an oil jacketed or "double" boiler. Sealant shall be applied at temperatures between 350 degrees and 400 degrees F. The kettle shall have temperature-monitoring capabilities to confirm conformance with this requirement.

Prior to sealant application remove vegetation and all incompressible materials from cracks by means of a hot compressed air lance. Cracks less than one quarter ($\frac{1}{4}$) inch in width must be routed to a minimum one half ($\frac{1}{2}$) inch by one half ($\frac{1}{2}$) inch in shape. Cracks shall be prepared using approved backing material after cleaning, if necessary, to maintain 1 to 1 depth to width profile as specified by the Engineer.

Install heated sealant directly into cracks not to exceed a one (1) inch wide band. Control thickness to one-eighth ($\frac{1}{8}$) inch concave surface appearance.

The finishing and control of asphalt crack sealant applications shall conform to the Caltrans Flexible Pavement Material Program, Chapter 3, "Crack Sealing and Crack Filling".

All manholes, utility vaults and valve boxcovers encountered in pavement areas to be repaired or microsurfaced shall be carefully referenced out prior to pavement work by the Contractor. All exposed survey monuments shall be referenced out prior to pavement work, covered by an appropriate method approved by the Engineer and uncovered after the pavement repair or microsurfacing is completed without disturbing or damaging the survey monument. In areas of asphalt pavement repairs, manhole frames and covers and water valve boxes shall be adjusted to finished grade.

The bid price per square yard for pavement surface preparation work, shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work included in the preparation of pavement surfaces to be repaired or microsurfaced including the furnishing and placement of crack sealing material, the removal of thermoplastic limit lines, crosswalks and legends and the referencing out of all manhole, utility vaults, valve boxes and survey monuments and adjustment to finished grade as shown on the Plans, as specified in the Standard Construction Specifications, these Special Provisions and as directed by the Engineer and no additional compensation shall be allowed therefore.

1.9 ASPHALT MICROSURFACING

The Contractor shall furnish all labor, equipment, material, supplies, traffic control, signage and other incidentals necessary to provide Microsurfacing. Microsurfacing shall consist of a mixture of an approved polymer-modified emulsified asphalt, mineral aggregate, water and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Microsurfacing shall leave a homogenous mat, adhere firmly to the prepared surface and have a skid-resistant surface texture throughout its service life.

Materials

Emulsified Asphalt

The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. A three percent (3%) polymer solids, based on asphalt weight, is the minimum allowable.

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 or ASTM D 2397 for CQS-1h, with the following exceptions:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Settlement and Storage Stability of Emulsified Asphalts, 24-h	T 59	D 6930	1% Maximum
Distillation of Emulsified Asphalt ¹	T 59	D 6997	62% Minimum
Tests on Emulsified Asphalt Residue			

Softening Point of Bitumen (Ring-and-Ball Apparatus)	T 53	D 36	135°F (57°C) Minimum
Penetration of Bituminous Materials at 77°F (25°C)	T 49	D 5	40-90 ²

¹ The temperature for this test should be held at 350°F (177°C) for 20 minutes.

² Climatic conditions should be considered when establishing this range.

The solubility test, if required, should be evaluated on the base asphalt.
Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/compliance and shall be submitted to the Engineer to verify that the emulsion meets this specification.

Aggregate Quality

The aggregate shall meet these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	65 Minimum
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	T 104	C 88	15% Maximum w/NA ₂ SO ₄ 25% Maximum w/MGSO ₄
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	T 96	C 131	30% Maximum
Durability Index		CT 229	55% Minimum
Crushed Particles		CT 205	100%

Aggregate Gradation

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall conform to one of the following bands).

SIEVE SIZE	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE
3/8 (9.5 mm)	100	100	
# 4 (4.75 mm)	90-100	70-90	± 5%
# 8 (2.36 mm)	65-90	45-70	± 5%
# 16 (1.18 mm)	45-70	28-50	± 5%
# 30 (600 um)	30-50	19-34	± 5%

# 50 (330 um)	18-30	12-25	± 4%
# 100 (150 um)	10-21	7-18	± 3%
# 200 (75 um)	5-15	5-15	± 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted by the Engineer either at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material shall be accepted. If the average of those test results is out of specification or tolerance, the Contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality specifications presented above before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are oversized materials in the mix.

Mineral Filler

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 -3.0 percent and may be considered part of the aggregate gradation.

Water

The water shall be free of harmful salts and contaminants. The water quality shall be submitted to the laboratory with the other raw materials for the mix design.

Additives

Additives may be used to accelerate or retard the break/set of the microsurfacing. Appropriate additives, and their applicable use range, shall be approved by the Engineer as part of the mix design.

Mix Design

Before the work begins, the Contractor shall submit to the Engineer a signed mix design covering the specific materials to be used on the Project. This design will be performed by a

laboratory which has experience in microsurfacing mix design. After the mix design has been approved, no material substitution will be permitted unless approved by the Engineer.

Compatibility of the aggregate, polymer-modified emulsified asphalt, water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the Contractor. Mix design tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 120 Seconds Minimum
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak Six-day Soak	TB 100	50 g/ft ² (538 g/m ²) Maximum 75 g/ft ² (807 g/m ²) Maximum
Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb (56.71 kg)	TB 147	5% Maximum 2.10 Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109	50 g/ft ² (538 g/m ²) Maximum
Classification Compatibility	TB 144	11 Grade points Minimum (AAA, BAA)

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	LIMITS
Residual Asphalt	5.5 - 10.5% by dry weight of aggregate
Mineral Filler	0.0 – 3.0% by dry weight of aggregate
Polymer Content	Minimum of 3.0% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

Equipment

All equipment, tools and machines used in the application of microsurfacing shall be maintained in satisfactory working condition at all times.

The microsurfacing equipment shall be specifically designed and manufactured to apply microsurfacing materials. The material shall be mixed by an automatic-sequenced, self-propelled microsurfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

To minimize transverse joints, the equipment shall be capable of loading materials while continuing to apply microsurfacing. The continuous-run machine shall be equipped to provide the operator with full control of the forward and reverse speeds during application. It shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

Proportioning Devices

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

Spreading Equipment

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

Secondary Strike-Off

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

Calibration

Each microsurfacing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to the start of the Project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the Project until the calibration has been completed and/or accepted. All calibrations shall conform to ASTM Method CT 109.

Weather Limitations

Microsurfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No microsurfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The microsurfacing shall not be applied when weather conditions prolong opening the roadway to traffic beyond a reasonable time.

Application Rate

Type II, 10 to 15 lb/yd³

Type III, 15 to 30 lb/yd³

Specified application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the microsurfacing is being applied.

Joints

No excess buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints through the Project. Unless otherwise directed, longitudinal joints shall be placed on lane lines. Partial width passes will only be used when necessary and shall not be the last pass of any paved area. A maximum of 3.0 in (76.2 mm) shall be allowed for overlap of longitudinal joints. The joint shall have no more than 0.25 in (6.4 mm) difference in elevation when measured by placing a 10 ft (3 m) straight edge over the joint and measuring the elevation difference.

Mixture

The microsurfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogenous during the following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box shall not be permitted.

Handwork

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. As much as possible, handwork shall exhibit the same finish as that applied by the spreader box. All handwork shall be completed prior to final surfacing.

Lines

Lines at intersections, curbs and shoulders will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Longitudinal edge lines shall not vary by more than ± 2 in (± 51 mm) horizontal variance in any 96 ft (29m) of length.

Rolling

Rolling is usually not necessary for microsurfacing on roadways. Rolling, if required, shall not start until the microsurfacing has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

Clean Up

All utility access areas, gutters and intersections, shall have the microsurfacing removed as directed by the Engineer. The Contractor shall remove any debris associated with the performance of the work on a daily basis.

Areas receiving microsurfacing shall be allowed to cure from one to three hours or until the curing treated pavement will not be damaged by traffic. The Contractor will protect the area with suitable barricades or markers for the full curing period. Microsurfaced areas which are damaged within 24 hours of application of microsurfacing shall be repaired by the Contractor at his expense.

Payment

Microsurfacing shall be paid by the square yard for the work completed and accepted by the City. The price paid shall be full compensation for furnishing all materials, for preparing, mixing and applying the materials and for all labor, equipment, tools, test design, clean up and incidentals as specified in these Special Provisions as directed by the Engineer and no additional compensation shall be allowed therefore.

COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

- A. Asphalt Concrete, Type A
- B. Microsurfacing

The compensation payable for paving asphalt used in Asphalt Concrete, Type A, and microsurfacing will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (I_u/I_b is greater than 1.10 or less than 0.90) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of Asphalt Concrete, Type A, or microsurfacing are included in a monthly estimate:

Total monthly adjustment = AQ

- A. For an increase in paving asphalt price index exceeding 10 percent::
 $A = 0.90 (I_u/I_b - 1.10) I_b$
- B. For a decrease in paving asphalt price index exceeding 10 percent:
 $A = 0.90 (I_u/I_b - 0.90) I_b$

- C. Where:
1. A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete and asphaltic emulsion residue used as paint binder rounded to the nearest \$0.01.
 2. Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.
 3. Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.
 4. Q = Quantity in tons of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer plus the quantity in tons of paving asphalt that would have been used as residue in the asphaltic emulsion (paint binder) shown under "This Estimate" on the monthly estimate.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the City for decreased compensation adjustments and the City may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications.
- C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the City using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the City will determine an index from the remaining posted prices. The City reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at: http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html

1.10 INDUCTIVE LOOP DETECTORS

Existing inductive loop detectors damaged or destroyed as a consequence of asphalt pavement reconstruction or microsurfacing shall be replaced and shall conform to the provisions in Section 49-5, "Detectors," and Detail 5-24, "Induction Detectors," of the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer.

The Contractor shall call County of Sacramento Transportation Operations and Maintenance at (916) 875-5171 to provide three (3) working days notice for the interruption of traffic signal detector function for each signalized intersection.

Conduit, pull box, detector lead-in cable, and installation shall conform to the applicable portions of Standard Construction Specifications, these Special Provisions, and as directed by the Engineer.

All inductive detector loop and lead-in cable shall be tested in accordance with procedures outlined in Drawing 5-24, "Induction Detectors," of the Standard Construction Specifications. All test results and corrections of failures shall be documented and shall become a permanent record for future reference. The Contractor shall splice new detector loops connected to new or existing detector lead-in cable. All testing shall be done and approved prior to the County returning the traffic signal to normal function.

The Contractor shall be responsible for laying out all detector loops prior to asphalt pavement repair and reconstruction. Loops shall be marked and their location approved by the Engineer. All traffic control, measuring, and marking required to properly locate detector loops shall be included in the unit price paid for inductive loop detector replacement and no additional compensation shall be allowed therefore.

If necessary, new detector lead-in cable (DLC) damaged or destroyed as part of this Project shall be re-installed from the pull box to the signal controller cabinet as directed by the Engineer. DLC is to be installed into an existing conduit system using the following procedures:

1. Disconnect loop wires from DLC.
2. County Traffic Operations to place the signal controller on "Recall".
3. Remove the DLC to the controller cabinet.
4. Install DLC in conformance with the Standard Construction Specifications, these Special Provisions or as directed by the Engineer.
5. Splice to loop wires and test detector function.

Replacement of Inductive Loop Detectors and Detector Lead-in Cable including compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in installing inductive loop detectors and detector lead-in cable reinstalled from the pull box to the signal controller complete and in place including but not limited to maintaining existing loop detection operations, traffic control, layout, conduit, and pavement cutting as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer shall be included in the unit price paid for inductive loop detector replacement and no additional compensation will be allowed therefore.

The estimated quantity for inductive loop detector replacement is for bidding purposes only and is a contingency only item. The actual number of inductive loop detectors replaced and the

quantity of inductive loop replacement may vary from the quantity indicated on the Bid Schedule with no change in the unit price allowed.

1.11 TYPE “B” DETECTOR HANDHOLE

“Type B” detector handholes shall conform to Section 49-5, “Detectors,” Detail 5-25, “Type ‘B’ Detector Handhole Detail,” of the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer.

If required to repair or replace inductive loop detectors, Type “B” Detector Handholes shall be installed along the lane line or in the center of the travel lane as shown on the Plans. The cement used to join the ABS sweep “Y” to the PVC conduit shall be capable of providing a solvent type weld between the two materials.

Type “B” Detector Handholes if furnished and installed as part of asphalt pavement repairs, microsurfacing or pavement reconstruction shall be installed in accordance with Standard Drawing 5-25. Conduit, conductor wire, precast valve box with cast iron lid, joint cement and installation shall conform to the applicable portion of the Standard Construction Specifications, these Special Provisions and as directed by the Engineer.

Placement of “Type ‘B’ Detector Handholes” shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing work involved in installing Type “B” Detector Handholes furnished and installed in place as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer and shall be included in the unit price paid for Type B Detector Handholes included in this Project and no additional compensation shall be allowed therefore.

The estimated quantity for Type B Detector Handholes is for bidding purposes only and is a contingency only item. The actual number of Type B Detector Handholes placed may vary from the number indicated on the Bid Schedule with no change in the unit price allowed.

1.12 REMOVE EXISTING TYPE 1A AND TYPE 2 GUTTER AND REPLACE WITH TYPE 2 CURB AND GUTTER

Remove existing Type 1A and Type 2 gutters and place Type 2 P.C.C. Curb and Gutter, Type 2 shall conform to the requirements of Section 18-3, “Structure Excavation and Backfill”, Section 27, “Curbs, Gutters, Sidewalks, and Drainage Structures”, and Section 31, “Reinforcement,” of the Standard Construction Specifications, Drawing 4-25 of the Standard Construction Specifications, the geometry shown on the Plans, as directed by the Engineer in the field, and these Special Provisions.

In areas where existing gutter or existing curb, gutter, and sidewalk are shown on the Plans to be removed and replaced, the Contractor shall sawcut and remove a minimum width of two feet (2') of pavement at the lip of gutter. Pavement replacement necessary to install or replace curbs and gutters shall be 4-inches of Type A, Asphalt Concrete over 8-inches of Class 2 Aggregate Base within Folsom Boulevard and shall be 3 inches of Type A Asphalt over 9 inches of Class 2 Aggregate Base on Zinfandel Drive. The width of removal may vary as identified on the Plans. Additional excavation may be required by the Contractor to facilitate construction operations, however the depth measurement for payment of Asphalt Concrete replacement

shall be three inches on Zinfandel and four inches on Folsom. The Contractor is referred to Asphalt Concrete Type A, Class 2 Aggregate Base and Pavement Reconstruction Sections of these Special Provisions.

Excavation, subgrade preparation and backfill, if necessary, shall conform to Section 18-3 of the Standard Construction Specifications.

The Contractor shall bid a unit price per lineal foot of Type 2 P.C.C. Curb and Gutter. Compensation shall include all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing existing curbs and gutters and for constructing Type 2 Curb and Gutter, complete in place, including but not limited to, saw cutting, excavation, subgrade and foundation preparation, backfill, if necessary, the furnishing and placement of Aggregate Base, Class 2, and for furnishing and placing Portland Cement Concrete as shown on the Plans, as specified in these Special Provisions, and no additional compensation will be allowed therefore.

The exact quantity and limits of existing gutter or existing curb and gutter to be removed and replaced at each location shall be determined by the Engineer and may not match the limits shown on the Plans or itemized in the Bid Schedule. The Engineer may remove locations or specify additional locations within, adjacent, or near the Project limits. Additional locations shall be paid for at the unit price bid for the appropriate bid items and no additional compensation will be allowed thereof.

1.13 REMOVE AND REPLACE P.C.C. SIDEWALKS AND SIDEWALK RAMPS OR PLACE NEW SIDEWALKS AND SIDEWALK RAMPS

Remove and Replace P.C.C. Sidewalks and Sidewalk Ramps or Place New Sidewalks and Sidewalk Ramps shall conform to the provisions in Section 18-3, "Structure Excavation and Backfill", Section 27, "Curbs, Gutters, Sidewalks, and Drainage Structures" of the Standard Construction Specifications, the geometry shown on the Plans, as directed by the Engineer in the field, and these Special Provisions.

Sidewalks shall be constructed with a P.C.C. thickness of 3-5/8 inches.

Expansion joints, weakened plane joints, and score marks shall conform to Section 27- 3.01, "Expansion Joints, Weakened Plane Joints, and Score Marks," of the Standard Construction Specifications. Expansion joints shall be placed at sixty foot (60') intervals, at conforms, at utility vaults, and at other locations specified in the Standard Construction Specifications, or as directed by the Engineer. Weakened plane joints and score marks shall conform to the Standard Construction Specifications or shall be as directed by the Engineer. Generally, four-foot (4') wide sidewalks shall be scored at four-foot (4') intervals, and five-foot (5') wide sidewalks shall be scored at five-foot (5') intervals.

Excavation, subgrade preparation and backfill, if necessary, shall conform to Section 18-3 of the Standard Construction Specifications.

The Contractor shall bid a unit price per square foot for P.C.C. Sidewalk and Sidewalk Ramps. Compensation shall include all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing and replacing sidewalks, complete in place, or for the placement of new sidewalks and sidewalk ramps including but not limited to, subgrade and foundation preparation, backfill, if necessary, the placement of Aggregate Base, Class 2, and for furnishing

and placing Portland Cement Concrete as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

The limits of sidewalk and sidewalk ramps removed and replaced and the limits of new sidewalk and sidewalk ramps placed as part of this contract may not match the limits shown on the Plans or as itemized in the Bid Schedule. There shall be no change to the unit price paid per square foot of sidewalk and sidewalk ramps actually removed and replaced or placed, as appropriate.

1.14 TYPE 3 CURBS

The construction of PCC Type 3 curbs where shown in the Plans to be constructed at the back of sidewalks shall conform to the requirements of Section 18-3, "Structure Excavation and Backfill", Section 27 "Curbs, Gutters, Sidewalks and Drainage Structures" of the Standard Construction Specifications, these Special Provisions and as directed by the Engineer in the field.

The exact quantities of curb to be placed shall be determined by conditions in the field, elevations at the back of walk and as directed by The Engineer. The Engineer may direct the Contractor to extend or to reduce the limits of Type 3 curb. Additional footage of curb shall be paid at the unit price bid per foot of Type 3 curb and no additional compensation shall be allowed.

The Contractor shall bid a unit price per lineal foot for construction of Type 3 curb, complete in place, including but not limited to, excavation, subgrade and foundation preparation, backfill, if necessary, the furnishing and placement of Aggregate Base, Class 2 as required, and for furnishing and placing Portland Cement Concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

1.15 DETECTABLE WARNING SURFACE

All P.C.C. sidewalk ramps shall include a cast in place prefabricated detectable warning surface as specified in Standard Drawing 4-51. Cast in place prefabricated detectable warning surface shall be composed of a vitrified polymer including aluminum oxide ("Armor-Tile" or approved equal). Color to be safety yellow. Domes to be 'in-line', parallel to curbing, with a height of 0.2", base diameter of 0.9", and top diameter of 0.45", spaced 1.66" O.C. (2.35" O.C. on the diagonal). Field surface and top of domes to have a dotted texture for slip resistance. Density of dots in field area to be 30 per square inch minimum. Detectable warning surfaces shall be paid for at the contract price per each. Detectable warning surfaces shall be placed at the locations shown on the Plans.

Detectable warning surfaces shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in supplying and installing the detectable warning surfaces completely, as shown on the Plans, and as specified in these Special Provisions and as directed by the Engineer.

1.16 CONSTRUCT MEDIAN ISLAND

The Contractor shall place approximately 212 lineal feet of 3 foot wide median on Zinfandel Drive. The new median island shall be constructed with Type 4A median curb and filled with stamped color concrete. Construction shall conform to the Provisions of Section 27, "Curb, Gutter, Sidewalk and Drainage Structures" and shall conform to Standard Drawing 4-31 and the details shown on the Plans. As shown on the Plans, the median area between the new type 4A curbs shall be constructed with 3-inch thick stamped color concrete placed over a 5-inch thick layer of Class 2 Aggregate Base or sand base material as approved by the Engineer.

Unless otherwise directed, the color of the stamped concrete shall be "Sunset Rose" from the Davis colors standard color pallet and the pattern shall be "Basketweave" or "Running Bond" standard templates, as directed by the Engineer. Concrete shall be rough floated prior and screeded to required grade and cross section and floated to a uniform surface.

Floor color hardener shall be applied to the plastic surface of the concrete by the "dry-shake" method using a minimum of 30 kg per 10 square meters. Hardener shall be applied in 2 applications, shall be wood-floated after each application and shall be trowelled only after the final floating. The resultant color of the floor hardener shall closely conform to the "Sunset Rose" color specified.

The forming tools for the textured paving shall be applied to form the patterned surfaces while the concrete is still in the plastic stage of set. Steel form patterns shall be used except where approved by the Engineer.

Adjacent concrete curbs shall be protected from the coloring agents.

The Contractor shall bid a unit price per lineal foot to construct the 3 foot wide median. Compensation shall include all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the median complete in place including, but not limited to, subgrade and foundation preparation, the furnishing and placement of Type 4A Curbs, the furnishing and placement of stamped color concrete, the furnishing and placement of Class 2 Aggregate Base or sand base as base material for the stamped color concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

1.17 REMOVE AND REPLACE P.C.C. DRIVEWAYS OR PLACE NEW P.C.C. DRIVEWAYS

Remove and Replace P.C.C. Driveways and the Placement of New P.C.C. Driveways shall conform to the provisions in Section 18-3, "Structure Excavation and Backfill", Section 27, "Curbs, Gutters, Sidewalks and Drainage Structures" of the Standard Construction Specifications, limits shown on the Plans, as directed by the Engineer in the field and these Special Provisions.

Driveway replacement or the placement of new driveways shall conform to details shown on the Plans. Geotextile fabric as specified in Section 50-10 of the Standard Specifications and in these Special Provisions shall be placed as part of the subgrade preparation.

Expansion joints, weakened plane joints and score marks shall conform to Section 27-3.01 "Expansion Joints, Weakened Plane Joints and Score Marks" of the Standard Construction Specifications. Expansion joints, weakened plane joints and score marks shall be constructed as shown on Standard Drawing 4-43.

The finish applied to PCC driveways shall match, as close as possible, the finish of adjacent driveway sections to remain.

The Contractor shall bid a unit price per square foot for the placement of new or for the removal and replacement of existing P.C.C. Driveways. Compensation shall include all labor, materials, tools, equipment and incidentals and for doing all work involved in removing and constructing driveways to the limits shown, as necessary, including but not limited, subgrade and foundation preparation, backfill, if necessary, the placement of Aggregate Base, Class 2, and for furnishing and placing Portland Cement Concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed. The furnishing and placement of geotextile fabric shall be paid as a separate bid item.

1.18 REMOVE EXISTING STORM DRAIN INLET

Where existing storm drain inlets are shown to be removed for the purpose of constructing new drain inlets, the entire storm drain inlet shall be removed and disposed of by the Contractor. Adjacent to all areas of removal, a two foot (2') minimum width, four inches (4") minimum depth section of existing roadway pavement shall be saw cut and removed. Removed materials shall be disposed of by the Contractor. The removal of existing storm drain inlets shall be measured and paid for by the unit. The excavation and backfilling of the depression left by the removal of the storm drain inlet shall conform to Section 38-9 and Section 19 of the Standard Construction Specifications. The furnishing and placement of backfill, including furnishing and placing asphalt pavement and portland cement concrete shall be included in the payment for the removal of the existing storm drain inlet, and no additional compensation shall be allowed therefore.

1.19 TYPE J STORM DRAIN DROP INLET

Drop inlets shall conform to Section 27-13 and to Section 50-34 of the Standard Construction Specifications, Standard Drawing 9-13B and these Special Provisions.

Concrete for drop inlets shall be either Class "A" or "B", and shall conform to Section 50-5, "Portland Cement Concrete", of the Standard Construction Specifications. The concrete box portion of the drop inlet shall be cast to the proper grade in a maximum of two (2) placements of concrete. Use of grout to adjust the drop inlet and / or catch basin frame to the proper grade will not be permitted without written approval of the Engineer.

Grate and frame materials and method of placement shall conform to the requirements of Section 75-1.02, "Miscellaneous Iron and Steel", of the State Standard Specifications. Reinforcing bar supports or other approved means shall be used to hold the frame at proper grade during final placement of concrete. Broken pieces of concrete, or other debris, shall not be used for this purpose.

At the option of the Contractor, drop inlets may be furnished and installed as precast units, or the units may be combined precast and cast-in-place structures, provided the structures in place substantially conforms to cast-in-place construction as specified in the Standard Construction Specifications.

All drop inlet installations, whether new or reconstructions shall include a permanent stormwater quality marking as directed by the Engineer.

Drop inlets, will be measured and paid for by the unit.

The unit price paid for Type J Storm Drain Drop Inlets, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the drop inlets, complete in place, including excavation, furnishing and installing the grate and frame material, as shown on the Plans, as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer.

1.20 ABANDON EXISTING STORM DRAIN INLET LATERALS

Unless otherwise directed by the Engineer, existing storm drain leads which connect storm drain inlets to be removed may be abandoned in place. Unless otherwise directed by the Engineer, the existing storm drain lateral shall not be abandoned until the replacement storm drain inlet lateral is complete and in place. Storm drain inlet laterals shall be abandoned in conformance with Section 15-1.04 of the Standard Construction Specifications. Existing storm drain inlet laterals to be abandoned, regardless of size, shall be paid for by the unit.

1.21 STORM DRAIN INLET LATERALS

Unless otherwise indicated on the Plans, storm drain inlet laterals shall be twelve inches (12") in diameter. Materials for inlet laterals shall conform to requirements of Section 50, "Construction Materials", of the Standard Construction Specifications for each respective type and class of pipe.

Connections of storm drain laterals to storm drain manholes and drop inlets shall be water and soil tight, and shall conform to Section 39, "Manholes" and Section 27-13, "Drop Inlets and Catch Basins", of the Standard Construction Specifications.

All inlet laterals shall be inspected by lamping conforming to Section 38-10.05, "Lamping of Storm Drain Inlet Laterals", or by Television Inspection (TVI). When the radius or length of lateral precludes the effective use of lamping methods, a TVI is required conforming to Section 38-10.04, "Television Inspection (TVI)", of the Standard Construction Specifications. Other proposed methods of inspection may be approved by the Engineer.

Backfilling of the storm drain inlet laterals shall conform to Section 38-9 of the Standard Construction Specifications. Testing shall conform to Section 38 of the Standard Construction Specifications.

After the storm drain inlet laterals are placed, tested and cleaned in accordance with the requirements of the Engineer and the Standard Construction Specifications, the paved surfaces shall be restored in conformance with Section 14 "Restoration of Surfaces" of the Standard Construction Specifications. The placement, testing and cleaning of storm drain inlet laterals shall be completed prior to the placement of asphalt overlays.

The quantity of storm drain inlet laterals constructed of the size, grades, and type of pipes listed in the Contract is the slope length designated by the Engineer, measured along the centerline

of the pipe from drain inlet to manhole or from drain inlet to drain inlet. The length is measured from the inside face of the structures and does not include the inside diameter of manholes and other structures. The prices paid per linear foot for the sizes, grades, and types of pipes listed in the Contract include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in storm drain inlet lateral construction, complete in place, including furnishing pipe, excavation and backfill, trenching, placement and restoration of paved surfaces, removing obstructions, removing and replacing utilities, bedding, placing and jointing the pipe, backfill, testing pipelines, connecting to existing manholes and to new drainage drop inlets as shown or specified in the Contract, in these Specifications, and as directed by the Engineer.

The cost of each TVI and inspection shall be all-inclusive and shall be included in the price paid per linear foot of pipe, and no additional compensation shall be allowed therefore.

1.22 REPAIR EXISTING STORM DRAIN MANHOLE

Where new storm drain inlet laterals are to connect to existing storm drain manholes the Contractor shall remove and dispose of the manhole frame and cover and remove the remaining structure to the elevation of the lowest storm drain inlet to be abandoned or to the elevation where a standard precast barrel section or combination of barrel sections can be placed. The resulting debris and hardware shall become the property of the Contractor. Standard precast barrel sections are available in depths of twelve, eighteen, twenty-four, thirty-six, and forty-eight inches (12", 18", 24", 36", and 48"). The top of the remaining structure shall be trimmed to provide a suitable foundation for the new barrel components. The joint between the existing structure and the new component shall be sealed in conformance with Section 39-2.02, "Precast Concrete Storm Drain Manholes" of the Standard Construction Specifications. The remaining structure shall be constructed in conformance with Sections 39-2.02 or 39-3.02. It is the responsibility of the Contractor to determine whether the existing structure is precast, cast-in-place, or precast structure with a cast-in-place base.

The unit price paid for storm drain manhole repair includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in repairing the manhole, complete in place, including excavation and backfill, demolition, disposal, mortar, concrete, and reinforcement as specified in the Standard Construction Specifications, and as directed by the Engineer. Testing of the repaired manhole for leakage shall be conducted in accordance with the Standard Construction Specifications, Section 39-4.02. Testing shall be included in the compensation paid for the repair of storm drain manholes and no additional compensation shall be allowed therefore.

1.23 PRECAST CONCRETE STORM DRAIN MANHOLES

Precast concrete storm drain manholes shall conform to the provisions of Section 39-2.02, "Precast Concrete Storm Drain Manholes", and all other applicable provisions of Section 39 "Manholes" of the Standard Construction Specifications. Precast concrete drain manholes shall conform to the Standard Construction Drawing 9-7A.

The contract unit price paid for precast concrete manholes shall include excavation, precast concrete items, cast iron frames and covers, concrete and steel reinforcement, backfill,

restoration of surfaces and all other labor, equipment and materials necessary for the completion of the structure.

Payment shall include full compensation for furnishing all labor, materials, equipment and incidental costs used for doing all work involved in installing the precast storm drain manholes as specified in the Standard Construction Specifications, as shown in the Standard Drawings, these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefore.

1.24 TEMPORARY PAVEMENT MARKINGS

The conditions indicating the need for temporary pavement markings are described in the sections entitled "Pavement Surface Preparation" and "Thermoplastic Traffic Stripes and Pavement Markings" of these Special Provisions, and as detailed in this section.

Temporary pavement markings shall conform to the provisions of Section 23-8.02 "Pre-Overlay Preparation" of the Standard Construction Specifications and as specified in these Special Provisions. Portions of roadway shown on the Plans to have traffic markings shall be marked with temporary pavement markings for any period of time when said portions of the roadway are open to traffic prior to the application of final striping. Removal of temporary pavement markings, as described above, immediately prior to application of pavement overlay or new striping, as appropriate, shall be the responsibility of the Contractor.

The supply, installation and removal of temporary pavement markings for areas of pavement repairs or microsurfacing shall be considered incidental and included in the unit cost paid for the various items of work and no additional compensation shall be allowed therefore.

1.25 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKINGS

All traffic striping and pavement markings (legends) within the Project limits shall be thermoplastic and shall be installed by the Contractor as shown on the Plans and as directed by the Engineer. The work shall conform to Section 48 of the Standard Construction Specifications and these Special Provisions.

New traffic striping of the roadway centerline shall be installed on each segment of the roadway on the same day that overlay is applied to that roadway segment.

New traffic striping of lane lines, crosswalks, and stop bars (skip white and solid white) shall be installed on each segment of the roadway within one day of application of pavement overlay. If application of lane line striping is not completed on the same day as the application of slurry seal or pavement overlay the Contractor shall supply and install temporary pavement markings as detailed in the previous section of these Special Provisions.

All other required new striping (bicycle lanes, pavement markings) shall be installed within two working days of application of pavement overlay.

Any failure to install new striping prior to opening the various portions of the roadway to traffic shall necessitate the installation of temporary pavement markings as described in the previous section of these Special Provisions.

Thermoplastic traffic stripes shall be measured and paid for by the linear foot, for the various details referenced in drawings A20A through A20D of the State Standard Plans, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A traffic stripe greater than 4-inches in width (Detail 9, 38) consisting of a white stripe 8-inches wide, will be measured per lineal foot and each lineal foot shall include one 8-inch wide stripe. A traffic stripe greater than 4 inches in width (Detail 39 and 39A), consisting of a white stripe 6-inches wide, will be measured per lineal foot and each lineal foot shall include one 6-inch wide stripe. Crosswalks and stop bars consisting of 12-inch wide stripe will be measured per lineal foot and each lineal foot shall include one 12-inch wide stripe, white or yellow. Payment for Thermoplastic pavement stripes shall include payment for the associated pavement markers as shown on the State Standard Plans for each Pavement Stripe detail. Thermoplastic pavement markings, including letters and turn arrows will be measured and paid for by the square foot for the actual area covered.

The price paid per foot for traffic stripes and the price paid per square foot for pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the traffic stripes and associated pavement markers and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work included in installing thermoplastic pavement markings and associated pavement markers as shown on the Plans, as specified in the State Standard Specifications and as directed by the Engineer and no additional compensation shall be allowed therefore.

1.26 PAVEMENT MARKERS

This section includes furnishing and installing pavement markers as shown on the Plans and the State Standard Drawings. The work shall conform to Section 85 of the State Standard Specifications and these Special Provisions. Except as otherwise provided in Section 85-1.06 of the State Standard Specifications, pavement markers shall be cemented to the pavement with hot melt bituminous adhesive or Rapid Set type epoxy adhesive.

The quantity of pavement markers placed will be measured as units determined from actual count in place. This quantity shall not include pavement markers furnished and installed as part of State Standard Traffic Stripes.

The contract unit price paid for pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing pavement markers, complete in place, including adhesives, and establishing alignment for pavement markers as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions and as directed by the Engineer, and no additional compensation shall be allowed therefore.

1.27 TRAFFIC SIGNAL IMPROVEMENTS, INTERSECTION OF FOLSOM AND ZINFANDEL

The scope of the traffic signal improvements includes the removal of an existing mast arm type traffic signal with luminaire, the furnishing and placement of a new mast arm type traffic signal with luminaire, the furnishing and placement of a new pedestrian signal with pedestrian signal heads and pedestrian push buttons. All work shall conform to Section 49 of the Standard Construction Specifications and these Special Provisions.

The Contractor shall order new traffic signal, pedestrian signal and street lighting equipment within 5 calendar days after the date of the Notice to Proceed. The Contractor shall submit a copy of the equipment order to the City.

The Contractor shall maintain existing electrical systems, including traffic signals and street lighting facilities in effective operation during the progress of the Work except when shutdown is permitted by the Engineer to allow the proposed modifications or removal of existing systems.

The Contractor shall notify the City and request inspections in accordance with Section 49-1.09 of the Standard Construction Specifications.

The new traffic signals installed as part of this Work shall not be activated until all signal heads, pedestrian heads, backplates, luminaires, detectors, push buttons, signs and striping have been installed. The Contractor shall provide the City and the County of Sacramento written notices at least 3 working days prior to the scheduled signal activation. Refer to the Standard Construction Specifications Section 49-1.10.

City Supplied Equipment

There is no City supplied equipment included in the scope of this work.

Contractor Supplied Equipment

The Contractor shall supply the traffic signal poles, pedestrian signal poles, conduit, pull boxes, conductors, wiring, traffic signal faces and fittings, pedestrian push buttons, lighting and internally illuminated street name sign as shown on the Plans, as specified in the Standard Construction Specifications and these Special Provisions and as directed by the Engineer.

Salvaged Equipment

The Contractor shall deliver all equipment shown on the Plans as "salvaged to the City", in the same condition as before removal to the Sacramento County Corporation Yard located at 4135 Traffic Way. The Contractor shall inform the Traffic Signal Shop Supervisor, 875-5857, at least two (2) working days in advance of the date equipment drop-off is required. The hours for drop-off are 9:00 a.m. to 3:00 p.m., Monday through Thursday. Full compensation for transport to and from drop-off at the County yard shall be considered as included in the lump sum price paid for the traffic signal improvements. All other equipment shown on the Contract plans as salvaged shall become the property of the Contractor and shall be removed from the right-of-way and disposed of by the Contractor.

Foundations

The Contractor's attention is directed to Section 49-2.04 of the Standard Construction Specifications. All traffic signal pole foundations shall be located such that no existing conduit, pipe or other underground utility facility shall conflict with the entire volume of the pole foundation. If a conflict with an existing street light conduit or an existing traffic signal conduit is determined to exist, the Contractor shall modify the existing conduit such that it is removed from the area of conflict. If a conflict with any underground utility facility other than street light and traffic signal conduit is determined to exist, the Contractor shall bring the potential conflict to the attention of the Engineer. The signal foundation location may be adjusted as detailed in Section 49-2.05 of the Standard Construction Specifications. Conformance with these provisions, including re-routing or existing street light and / or traffic signal conduits, as required, shall be considered incidental and included in the lump sum payment for the traffic signal improvements and no additional compensation shall be allowed therefore.

The pedestrian signal pole furnished with pedestrian push buttons shall be located in sidewalk or pedestrian pad areas. Poles located in sidewalk areas shall be located such that the back of the pole's base flange shall be within the sidewalk area and within one inch of the back of the sidewalk.

All traffic signal poles and pull boxes shall be located outside the limits of sidewalk ramps.

Conduit

Conduit shall conform to Section 86-2.05 "Conduit" of the State Standard Specifications and to Section 49-2.06 of the County Standard Construction Specifications.

Pull Boxes

Pull boxes shall conform to section 86-2.06 "Pull Boxes" of the State Standard Specifications except as modified by Section 49-2.07 of the County Standard Construction Specifications.

Wiring

Wiring shall conform to Section 86-2.09 "Wiring" of the State Standard Specifications except as modified by Section 49-2.09 of the County Standard Construction Specifications.

Standards, Steel Pedestals and Posts

Standards, steel pedestals and posts shall conform to Section 86-2.04 "Standards, Steel Pedestals and Posts" of the State Specifications and to Section 49-2.05 of the County Standard Specifications.

Traffic Signal Faces and Fittings

Traffic Signal Faces and fittings shall conform to Section 86-4 "Traffic Signal Faces and Fittings" of the State Standard Specifications.

Vehicle Signal Heads

All vehicle signal heads supplied by the Contractor shall have 12" (300 mm) signal faces. All LED modules shall be Gelcore, Dialight, or approved equal.

Pedestrian Signal Heads

Pedestrian signal heads shall conform to the provisions of Section 49-4.04 of the Standard Construction Specifications and these Special Provisions. All pedestrian signal heads shall be of the "countdown" variety.

The following equipment meets the City standards for pedestrian signal heads and is approved for use on City of Rancho Cordova signal installations:

- Countdown module model LEDP-HMC-001 manufactured by US Traffic
- Gelcore countdown module model PS7-CFF1-01
- Signal housing model 4302OG, painted olive green, manufactured by US Traffic

Audible Pedestrian Signals

In addition to each standard pedestrian signal shown on the Plans, the Contractor shall supply and install audible pedestrian signals. One audible pedestrian signal unit shall be supplied and installed for each standard pedestrian signal head installed as shown on the Plans. Audible pedestrian signal units shall be model APS-10 by Indicator Controls Corporation, or approved equal. Unit output volume shall be field adjustable and shall be capable of output of not less than 90 db at 1 watt / 1 meter. Units shall be capable of automatic self-adjustment of output volume depending on ambient noise conditions. The type of signal output shall be field-selectable.

Audible pedestrian signals shall conform to Section 49-4.05 of the County Standard Construction Specifications.

Pedestrian Push Buttons

Pedestrian push buttons shall be Type B. All pedestrian push buttons shall be the large A.D.A. type with a two-inch (2") diameter button by US Traffic Corp. / IDC-Model HS7999 ADA Pedestrian Button (olive green), Western Pacific Signal, LLC – Model WPS 8133 (metal) – ADA Button, or approved equal.

The signs for the pedestrian push button units shall be 5" by 7-3/4" as manufactured by Pelco Products, Inc. model SF-1017-05 (left arrow) or model SF-1018 (right arrow), or approved equal.

High Pressure Sodium Luminaires

The high pressure sodium luminaire installed at the new traffic signal shall be Type A with internal ballast. The luminaire shall be cut-off type. The luminaire shall conform to Section 86-6.01 "High Pressure Sodium Luminaires" of the State Standard Specifications and to Section 49-6.01 of the County Standard Specifications.

Lamps and Ballasts

Lamps shall conform to Section 86-6.01B "High Pressure Sodium Lamps" of the State Standard Specifications and to Section 49-6.02 of the Standard Construction Specifications. The high pressure sodium luminaire shall be furnished with a high pressure sodium lamp of wattage as shown on the Plans.

Ballasts shall conform to Section 86-6.01A "High Pressure Sodium Lamp Ballasts" of the State Specifications, except that Section 86-6.01A(2) "Autotransformer or Reactor Type Ballasts" shall not apply, and to Section 49-6.02 of the Standard Specifications. The ballast shall have an input voltage which matches the service voltage as shown on the Plans.

Internally Illuminated Street Name Sign

The internally illuminated street name sign shall be Type "A", double faced in accordance with State Plan ES-33 and Section 86-6.065 "Internally Illuminated Street Name Signs" of the State Standard Specifications. The internally illuminated street name sign shall be mounted on a separate support arm between the signal mast arm and the street light arm, as shown on the Standard Drawings.

Payment

The lump sum price paid for the traffic signal improvements at Folsom and Zinfandel shall include all lighting, electrical and signal equipment, modification, removal and salvaging of

existing equipment as shown on the Plans and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for equipment installation, modifications, removal and salvage as shown on the Plans, as specified in the Standard Specifications, these Specifications and as directed by the Engineer. The lump sum price paid shall include pull boxes, excavation and backfill, concrete foundations, pedestrian barricades, furnishing and installing illuminated street name sign, installing City supplied sign panels and performing required tests.

Full compensation for all additional materials and labor, not shown or specified in the Special Provisions, which are necessary to complete the installation of the various systems, shall be included in the price paid for the traffic signal improvements and no additional compensation will be paid.

Full compensation for loading and transporting salvaged equipment to the specified location shall be included in the price paid and no additional compensation will be paid therefore.

**CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS**

B I D F O R M

Project No. CP12-2115

Project: **Zinfandel Dr and Folsom Blvd Intersection Improvements**

SUBMIT BID TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

BID OPENING:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

NO LATER THAN: 2:00 p.m.
DAY OF BID October 4, 2012

APPROXIMATELY 2:10 p.m.

TO: City Clerk
 City of Rancho Cordova

Name of Bidder: BRENGEMAN INC.
Business Address: 2000 NORRIS RD.
City, State, Zip Code: WALNUT CREEK, CA 94596
Telephone Number: 925-457-2026
Contact Person: JAMES BRENGEMAN

The Contractor is encouraged to submit these Bid Forms typed or neatly printed.

CITY OF RANCHO CORDOVA

1. CONTRACTORS LICENSE FORM

Project No. CP12-2115Project: **Zinfandel Dr and Folsom Blvd Intersection Improvements**

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's license number, name on the license, classification, and expiration date of the license.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the Business and Professions Code, we do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Contractor's License No. 872124Expiration Date: 2/28/14Contractor's Classification: A+BBRENEMAN INC.
Contractor's Name (Printed)10/3/12
Date
Bidder's Signature
(same signature as on Bid Proposal)JAMES BRENEMAN
Bidder's Name (Printed)PRESIDENT
Bidder's Title

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.02, "General," of the special provisions.

LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>
CHRSR COMPANY 1805 E BEAMER RD. WOODLAND, CA	ITEM # 25-31
COLUMBIA ELECTRIC 1960 DAVIS ST. SAN LEANDRO, CA	ITEM # 9, 10, 32
VALLEY SLURRY SEAL 3785 CHANNEL DRIVE SACRAMENTO, CA	ITEM # 8

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder BRENNEMAN INC., proposed subcontractor _____, hereby certifies that he has _____, has not ☒, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Accompanying this proposal is

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

BRENNEMAN INC. JAMES BRENNEMAN PRESIDENT/SECRETARY

Licensed in conformance with an act providing for the registration of Contractors,

License No. 872124 Classification(s) A4B

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 10/3/12

Sign



Here

James Brennan PRESIDENT

Signature and Title of Bidder

Business Address 2000 NORRIS RD. WALNUT CREEK

Place of Business SAME CA 94596

Place of Residence SAME

**CITY OF RANCHO CORDOVA CERTIFICATION OF COMPLIANCE
WITH COURT ORDERED CHILD, FAMILY AND SPOUSAL SUPPORT**

WHEREAS, it is in the best interest of the City that those entities with whom the City does business demonstrate financial responsibility, integrity and lawfulness; and, further, it is inequitable for those entities with whom the City does business to receive City funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

THEREFORE, in order to assist the Sacramento County Child Support Department in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by any individual, partnership or other entity which is seeking to contract with the City to provide goods or to perform services for or on behalf of the City.

CERTIFICATION

CONTRACTOR hereby certifies that:

(a) The following information has been provided to the Sacramento County Child Support Department and/or the District Attorney for each of CONTRACTOR's Principal Owners (any individual owning 25% or more in CONTRACTOR entity) who is subject to a court-ordered child, family or spousal support order.

1. Name, title, last known residence address and social security number
2. All earnings paid to or payable to such principal owner pursuant to any contract with the City of Rancho Cordova
3. Whether dependent health insurance coverage is available to or provided to such Principal Owner

(b) CONTRACTOR's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, or, in the alternative, has made a good faith effort to become current or arrange a payment schedule with the Child Support Department, District Attorney or the court.

(c) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees.

(d) CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with CITY. Failure to cure such default within 90 days of notice by the City of Rancho Cordova and/or the County of Sacramento shall be grounds for termination of contract.

BRENGMAN Inc.
CONTRACTOR
James Breneman
Printed Name

10/3/12
DATE

CITY RANCHO CORDOVA

DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

BOND NO. 1000955138-03
Premium Included in BBSU.We, Breneman Inc.

as Principal, and

American Contractors Indemnity Company,

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Install & construct median island, remove and replace curb, gutter, sidewalk & driveway. Storm drains striping on Zinfandel Drive & Folsom Blvd. intersection, Rancho Cordova, CA.

(Copy here the exact description of work, including location as it appears on the proposal)
for which bids are to be opened at 2729 Prospect Park, on October 4, 2012

Rancho Cordova, CA
(Insert place where bids will be opened)

(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, when the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: October 2nd, 20 12.

Breneman Inc.

By:

[Signature] **PRESIDENT**
Principal

American Contractors Indemnity Company

By

[Signature] **Surety**
Patricia Zenizo, Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City Rancho Cordova

On this _____ day of _____ in the year 20 ____ before me
_____, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

City of Rancho Cordova
Zinfandel Dr and Folsom Blvd Intersection Improvements

Bid Form
Page 9

See attached notarial certificate.

AGENDA ITEM 12.3

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Contra Costa

On Oct 4, 2012 before me, A. O'Sullivan, Notary Public
(Here insert name and title of the officer)

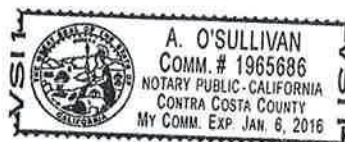
personally appeared JAMES BRENNAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A. O'Sullivan
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bidder's Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/2/12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer
 (Title) _____
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Attachment "A"

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Director of Public Works. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

ZINFANDEL DR AND FOLSOM BLVD INTERSECTION IMPROVEMENTS					
City of Rancho Cordova					
BASE BID SCHEDULE					
Item NO.	Item Description	Quantity	Unit	Unit Price	Amount
1	Storm Water Pollution Control Plan	1	LS	3900.00	3900.00
2	Traffic Control Plan	1	LS	9200.00	9200.00
3	Clearing and Grubbing	1	LS	3300.00	3300.00
4	Geotextile Fabric	515	SF	4.00	2060.00
5	Pavement Surface Preparation	2,500	SY	2.80	7000.00
6	Class 2 Aggregate Base	125	TON	60.00	7500.00
7	Asphalt Concrete, Type A	45	TON	253.00	11385.00
8	Asphalt Microsurfacing	2,500	SY	6.45	16125.00
9	Inductive Loop Detectors	100	LF	18.00	1800.00
10	Type B Detector Handhole	4	EA	2368.00	9472.00
11	Remove Existing Curb & Gutter and Construct Type 2 Curb & Gutter	320	LF	34.00	10880.00
12	Remove Existing Sidewalks & Ramps	920	SF	3.00	2760.00
13	Place New Sidewalks & Ramps	1,120	SF	6.00	6720.00
14	Type 3 Curb	95	LF	18.00	1710.00
15	Detectable Warning Surfaces	5	EA	290.00	1450.00
16	Remove Existing Driveway	720	SF	4.00	2880.00
17	Place New Driveway	515	SF	10.00	5150.00
18	Construct Median Island	635	SF	30.00	19050.00
19	Remove Existing Storm Drain Inlet	3	EA	600.00	1800.00
20	Type J Storm Drain Inlet	3	EA	3100.00	9300.00
21	Abandon Existing Storm Drain Lateral	2	EA	800.00	1600.00
22	12in Storm Drain Laterals	90	LF	105.00	9450.00
23	Repair Existing Storm Drain Manhole	1	EA	2300.00	2300.00
24	48in Diameter Precast Concrete Storm Drain Manhole	2	EA	4600.00	9200.00

EXHIBIT A

25	Type 9 Striping	350	LF	3.00	1050.00
26	Type 38 Striping	125	LF	5.00	625.00
27	Type 39 Striping	175	LF	4.00	700.00
28	Type 39A Striping	65	LF	4.00	260.00
29	Limit Line and Crosswalk Striping	105	LF	10.00	1050.00
30	Pavement Markings	220	SF	10.00	2200.00
31	Pavement Markers	20	EA	20.00	400.00
32	Traffic Signal Improvements, Folsom Blvd. & Zinfandel Dr.	1	LS	68,000.00	68000.00
		TOTAL BASE BID \$		230,277.00	
		TOTAL BASE BID PRICE (IN WORDS)		Two hundred and thirty thousand Two hundred and seventy seven dollars	

MEMORANDUM

DATE: November 5, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AUTHORIZING CONTRACT EXTENSION WITH REGIONAL TRANSIT FOR SHUTTLE SERVICES



RECOMMENDATION

Adopt Resolution No. 99-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would provide the City Manager the financial authority to exercise one or more contract extensions with Sacramento Regional Transit for the continued operation of the CordoVan shuttle.

ADVANCES GOAL 5

BACKGROUND

On April 6, 2009, the City Council adopted Resolution No. 32-2009 which authorized the City Manager to negotiate and execute a contract with Sacramento Regional Transit (RT) to implement and provide transit shuttle services associated with a three-year demonstration project not to exceed \$750,000. The funding for the contract was a three-year demonstration grant from the federal Congestion Mitigation and Air Quality (CMAQ) program.

On June 11, 2009, the City and RT executed Contract No. 64-2009 to implement and provide shuttle services through Operation of the CordoVan for the demonstration period from July 1, 2009 through June 30, 2012. The terms of the contract also contain provisions for additional services at a prescribed price formula and an option to extend the services for a maximum of seven, one-year terms starting July 1, 2012 and ending June 30, 2019.

The City requested and RT agreed to continue operating the CordoVan with a modified route in the Villages area and a new route extending into the Anatolia area effective July 1, 2012. With the new routing and additional services, it is estimated that the operating costs through June 30, 2013 will be approximately \$265,000. Because of the not to exceed amount contained in the existing resolution, to continue the Cordovan as provided by the contract terms for the full one-year extension, it is necessary to adopt the attached resolution. The resolution gives the City Manager the financial authority to

fully exercise any or all of the allowable contract extensions in an amount not to exceed \$375,000 per year beginning July 1, 2012 and ending June 30, 2019. This amount would allow the City the flexibility to add more routes in the future or increase the frequency of service or any combination thereof.

ATTACHMENT

Resolution No. 99-2012

CITY OF RANCHO CORDOVA

RESOLUTION NO. 99-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXERCISE ONE-YEAR EXTENSION
OPTIONS WITH SACRAMENTO REGIONAL TRANSIT**

WHEREAS, on April 6, 2009, the City Council adopted Resolution No. 32-2009 that authorized the City Manager to negotiate and execute a contract with Sacramento Regional Transit to provide shuttle services for a three-year demonstration shuttle; and

WHEREAS, on June 11, 2009, the City and Sacramento Regional Transit entered into Contract No. 64-2009 to provide shuttle services for the three-year demonstration period from July 1, 2009 through June 30, 2012; and

WHEREAS, Contract No. 64-2009 contains provisions to provide additional services at a prescribed price formula and to extend the services for a maximum of seven, one-year terms starting July 1, 2012 and ending June 30, 2019; and

WHEREAS, the City wishes to exercise one or more of the one-year extensions to continue to provide services and those services will exceed the maximum amount the City Manager has authorization to approve; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the contract extensions.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to exercise up to seven one-year contract extensions pursuant to the terms contained in Contract No. 64-2009, in an amount not to exceed \$375,000 per year beginning July 1, 2012 and ending on June 30, 2019.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM

DATE: November 5, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director



SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR CONSTRUCTION MANAGEMENT SERVICES WITH QUINCY ENGINEERING, INC. TO EXTEND THE CONTRACT DURATION AND INCREASE THE CONTRACT VALUE A TOTAL OF \$4,000

RECOMMENDATION

Adopt Resolution No. 100-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a contract amendment for construction management services with Quincy Engineering, Inc. to extend the contract duration to January 31, 2013 and increase the contract value a total of \$4,000 from \$1,165,420 to \$1,169,420.

ADVANCES GOALS 1, 2, 5 and 6.

BACKGROUND

The International Drive Extension and Bridge Project was accepted as complete in Fall 2011 and the project is due for the one-year warranty inspection. This contract amendment to Contract No. 114-2009 with Quincy Engineering, the engineering firm hired by the City to perform construction management services during construction of the project, will authorize an extended contract term and maximum compensation.

The contract amendment will allow Quincy Engineering to perform a one-year warranty inspection to ensure that the constructed facilities are performing satisfactorily. Any defects observed in the work will be brought to the attention of the contractor for repair.

FISCAL IMPACT

The project budget has sufficient contingency to cover the cost of the requested change order.

ATTACHMENT

Resolution No. 100-2012 including **Exhibit 1A** – Contract Amendment

CITY OF RANCHO CORDOVA

RESOLUTION NO. 100-2012

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH
CONTRACT AMENDMENT WITH QUINCY ENGINEERING, INC. TO CONTINUE
PROVIDING CONSTRUCTION MANAGEMENT SERVICES FOR
THE INTERNATIONAL DRIVE EXTENSION PROJECT**

WHEREAS, on October 5, 2009, the City of Rancho Cordova executed an agreement (Contract No. 114-2009) with Quincy Engineering, Inc. in the amount of \$900,000 to provide construction management services for the construction of the International Drive Extension Project; and

WHEREAS, the City Council has previously approved three amendments to Contract No. 114-2009 which extended the contract term and increased the contract compensation to \$1,165,420; and

WHEREAS, the City has received a revised scope of work and cost estimate for warranty inspection services which would exceed the existing contract maximum; and

WHEREAS, the City wishes to extend the contracted amount by a total of \$4,000 to \$1,169,420; and

WHEREAS, the amendment will allow for extending the contract term to January 31, 2013 due to increased construction management services; and

WHEREAS, the project budget has sufficient contingency to cover the cost of the requested contract amendment.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager or his designee to execute a contract amendment (**Exhibit 1A**) with Quincy Engineering, Inc., Consultant, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of on the ____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT 1A
CONTRACT NO. 114-2009-4

**FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND QUINCY ENGINEERING, INC.**

This Fourth Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Quincy Engineering, Inc. ("Professional") as of _____. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated October 5, 2009 for the purpose of providing Construction Management Services for the International Drive Project; and

WHEREAS, this Amendment will change the term and maximum compensation amount of the PSA; and

WHEREAS, the Parties agree that changes to the term and services provided for in the PSA are necessary in order for the City to continue receiving services by Professional.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from June 30, 2012 to January 31, 2013. The first sentence of Section 1.1 of the PSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on January 31, 2013, and Consultant shall complete the work described in Exhibit A prior to that date; unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8."

2. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$1,165,420. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed one million, one hundred sixty-nine thousand, four hundred twenty Dollars (\$1,169,420), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Scope of Work," attached hereto as Exhibit A, shall be added to and supplement the PSA's Exhibit A.

CONTRACT NO. 114-2009-4

4. The document entitled "Compensation Schedule," attached hereto as **Exhibit B**, shall replace and supersede the PSA's **Exhibit B**.
5. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Ted A. Gaebler, City Manager

Date: _____

Name:

Print:

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Exhibit A - Scope of Work

CONSTRUCTION MANAGEMENT

TASK 1 – Warranty Walkthrough:

- Coordinate and schedule one (1) site meeting with the Contractor (and City staff if requested) for warranty walkthrough,
- Perform warranty walkthrough recording punch list items for corrective action,
- Generate formal punch list and forward to the Contractor,
- Schedule 2nd (and final) walkthrough to review and sign off Contractor's corrective work.

Assumptions:

- The actual walkthrough time is estimated at approximately 4-6 hours.
- Review of Contractor's corrective work is estimated at approximately 4 hours.
- Coordination, correspondence, and paperwork are estimated at approximately 4-6 hours.
- This work will be a new construction management contract utilizing new rates shown in Exhibit B.

Year 2012 Hourly Rates (Design and Construction Management)

Rates are effective January 1, 2012 through December 31, 2012

Labor by Classification	Hourly Rate
Principal Engineer/ Project Manager	\$50-72
Senior Engineer / Project Engineer	
Resident Engineer	\$37-70
Senior Engineer	\$50-70
Associate Engineer / Bridge Representative	\$33-63
Assistant Engineer*	\$25-45
Engineering Assistant/Technician*	\$15-30
Engineering Detailer/ Draftsman*	\$20-40
Drafting Technician*	\$15-30
Administrative Assistant*	\$15-37
Office Support Staff*	\$10-25
Overhead	173.1%

Other Direct Costs	Rate
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$.555/mi.)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	\$150 per day
Long Term Per Diem	\$2000 per month
Field Vehicle	\$1400 per month
Field Computer/Printer	\$200 per month
Field Cellular Phone	\$120 per month
Prevailing Wage Differential**	Cost Plus Payroll Taxes
Misc.	Cost

Fee	
Labor + Overhead	10-12%
Other Direct Costs	0-10%

Notes:

*Overtime rates apply to these classifications and will be charged at 1.5 times the hourly rate.

**Prevailing Wage Differentials may apply for Construction Inspection Services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

MEMORANDUM



DATE: November 5, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF CONTRACT AMENDMENTS TO CREDIT/REIMBURSEMENT AGREEMENTS WITH SUNRIDGE ANATOLIA LLC

RECOMMENDATION

Adopt Resolution No. 101-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute contract amendments to the Credit/Reimbursement Agreements with Sunridge Anatolia LLC (the Developer) to allow the release of progress payments for costs covered by the agreements.

ADVANCES GOAL 5

BACKGROUND

Sunridge Anatolia LLC constructed improvements along Sunrise Boulevard associated with the Anatolia I Major Roads improvement plans. The City and Developer entered four different Credit/Reimbursement Agreements which provided the terms of the credits and reimbursements for payment of the improvements being constructed by Developer. The language in the original agreements allows the distribution of fee credits and/or commitment for reimbursement equal to eighty percent (80%) of the programmed costs of the facilities. This commitment has been met. The provisions also provide that the remaining twenty percent (20%) to be granted after final acceptance of the facility.

The four agreements are in the forms of Contract Nos. 97-2005, 64-2007, 107-2007, and 27-2007. Contract No. 97-2005 was already amended on December 3, 2007 to authorize the Public Works Director to allow the release of progress payments to be made up to a maximum of 10% of the programmed costs by the agreement. All four of the agreements were amended on November 3, 2011 to apply the annual cost adjustments as allowed by the implementing ordinances.

The contract amendments, as authorized by **Resolution No. 101-2012, Attached**, will authorize the Public Works Director, at his sole discretion, based upon project completion status and goals, to allow the release of progress payments to be made for up to a maximum of fifteen percent (15%) of the programmed costs covered by the Agreements. The release of the additional funds will facilitate the final completion and acceptance of the facilities covered by the agreements.

FISCAL IMPACT

There is no fiscal impact of these amendments as they only pertain to the timing of the reimbursements. The reimbursement funding is already budgeted in the annual budget for payment this fiscal year.

ATTACHMENT

Resolution No. 101-2012 including **Exhibit A** – Contract No. 97-2007-3, Contract No. 64-2007-2, Contract No. 107-2007-2, and Contract No. 27-2007-2.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 101-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENTS TO
DEVELOPMENT IMPACT FEE PROGRAM CREDIT/REIMBURSEMENT AGREEMENTS
BETWEEN THE CITY AND SUNRDIGE-ANATOLIA LLC**

WHEREAS, on December 28, 2005, March 15, 2007, and October 2, 2007, the City and Developer entered into Credit/Reimbursement Agreements (the "Agreements") establishing the method in which Developer would received credits and/or reimbursements for developing Anatolia I, Anatolia II, Anatolia III, and Anatolia IV (the "Projects"), including backbone infrastructure that will serve the Projects; and

WHEREAS, Developer was required, as a condition of development of the Projects through Conditions for the Sunridge Specific Plan Area contained in Sacramento County Ordinance Nos. SZC 2002-0014 and SZC 2002-0015, to construct or cause to be constructed certain facilities and improvements, which were included within the improvement plans titled Anatolia I – Major Roads, dated January 2005 (the "Facilities"); and

WHEREAS, on June 21, 2004, the City Council of Rancho Cordova adopted Ordinance No. 24-2004 which approved the Sunrise Douglas Community Plan Development Impact Fee Program (the "SDCP Fee Program"); implemented impact fees to pay for a variety of public facilities (the "SDCP Fees"), including the Facilities; and set forth policies associated with fee credits and reimbursements within the Sunrise Douglas Community Plan area; and

WHEREAS, on December 19, 2005, the City Council of Rancho Cordova adopted Ordinance No. 33-2005 which added Chapter 16.84 to the Rancho Cordova Municipal Code ("RCMC") and established development impact fees and special funds as part of the City's Transportation Fee Program; and

WHEREAS, the terms of the existing Agreements require that the project be completed and accepted before release of the remaining twenty percent (20%) of the programmed costs covered by the Agreement; and

WHEREAS, this Amendment is necessary in order to authorize the Public Works Director, at his sole discretion, based upon project completion status and goals, to allow the release of progress payments to be made for up to a maximum of fifteen percent (15%) of the programmed costs covered by the Agreements; and

WHEREAS, the release of the additional funds will facilitate the construction of the Facilities.

NOW THEREFORE, the City Council of the City of Rancho Cordova resolves as follows:

A. The City Manager or his designee is authorized to execute Amendments to the Credit/Reimbursement Agreements between the City and Sunridge-Anatolia LLC for the Anatolia 1 - Major Roads, attached as **Exhibit A**, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council on the ___ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**THIRD AMENDMENT TO CITY OF RANCHO CORDOVA SUNRISE DOUGLAS
COMMUNITY PLAN DEVELOPMENT IMPACT FEE PROGRAM
CREDIT/REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND
SUNRDIGE-ANATOLIA LLC FOR THE ANATOLIA I MAJOR ROADS**

This Third Amendment to the Credit/Reimbursement Agreement (the "Third Amendment"), is entered into by and between the City of Rancho Cordova, a Municipal Corporation in the State of California, (hereinafter "City") and Sunridge-Anatolia LLC, a California Limited Liability Company, and /or its successors in interest, (hereinafter "Developer") as of the _____ day of _____ 2012.

RECITALS

WHEREAS, on December 28, 2005, the City and Developer entered into a Credit/Reimbursement Agreement (the "Agreement") in the form of Contract No. 97-2005 establishing the method in which Developer would received credits and/or reimbursements for developing Anatolia I, Anatolia II, Anatolia III, and Anatolia IV (the "Projects"), including backbone infrastructure that will serve the Projects; and

WHEREAS, Developer was required, as a condition of development of the Projects through Conditions for the Sunridge Specific Plan Area contained in Sacramento County Ordinance Nos. SZC 2002-0014 and SZC 2002-0015, to construct or cause to be constructed certain facilities and improvements, which were included within the improvement plans titled Anatolia I – Major Roads, dated January 2005, (the "Facilities"); and

WHEREAS, on June 21, 2004, the City Council of Rancho Cordova adopted Ordinance No. 24-2004 which approved the Sunrise Douglas Community Plan Development Impact Fee Program (the "SDCP Fee Program"); implemented impact fees to pay for a variety of public facilities (the "SDCP Fees"), including the Facilities; and set forth policies associated with fee credits and reimbursements within the Sunrise Douglas Community Plan area; and

WHEREAS, Ordinance No. 24-2004 contains a provision subsequently codified as Section 16.83.200 of the Rancho Cordova Municipal Code, which provides that the estimated cost of the facilities used in the capital improvement program and for calculating credits and reimbursements shall be adjusted annually using the same adjustment factor as applied to the annual fee adjustment; and

WHEREAS, on December 3, 2007, the City and Sunridge-Anatolia LLC entered into a First Amendment to the Agreement in the form of Contract No. 180-2007, which authorized the Public Works Director to allow the release of progress payments to be made up to a maximum of ten (10%) of the programmed costs covered by the Agreement; and

WHEREAS, on November 3, 2011, the City and Sunridge-Anatolia LLC entered into a Second Amendment to the Agreement in the form of Contract No. 97-2007-2, which adjusted the project costs as identified in Exhibit A of the Agreement through the application of annual cost adjustments that either were not initially applied at the time the Agreement was entered into, or that have occurred subsequent to that date, but prior to project completion and acceptance;

WHEREAS, this Third Amendment will authorize the Public Works Director, at his sole discretion, based upon project completion status and goals, to allow the release of progress

payments to be made for up to a maximum of fifteen percent (15%) of the programmed costs covered by the Agreement; and

WHEREAS, the release of the additional funds will facilitate the final completion and acceptance of the Facilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Developer agree as follows:

1. The first paragraph of Section 7, titled "Distribution of Fee Credits/Reimbursements," of the Agreement is hereby amended to read as follows:

"Upon execution of this Agreement, the Developer shall receive fee credits and/or commitment for reimbursement equal to eighty percent (80%) of the Programmed Costs for the Facilities. Fifteen percent (15%) of the remaining Program Costs shall be credited or reimbursed to the Developer in the sole discretion of the Public Works Director. Such reimbursements shall only be in the way of progress payments. The other remaining five percent (5%) of fee credits and/or commitment for reimbursement shall only be granted to Developer after the Facilities have been accepted by the City pursuant to the requirement set forth in this Agreement. Unless the City adjusts the Programmed Costs of the Facilities pursuant to Section 6 above, such remaining credit/reimbursement shall be equal to the lesser of (i) the actual construction cost of the Facilities less than eighty percent (80%) credit/reimbursement already granted to Developer, or (ii) the remaining twenty percent (20%) of the Programmed Costs."

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment the day and year set forth below.

CITY OF RANCHO CORDOVA,
a municipal corporation

Sunridge-Anatolia LLC, a California
Limited Liability Company

By: _____
Ted A. Gaebler, City Manager

By: AKT Sunridge-Anatolia Investors,
LLC, a California Limited Liability
Company, Manager

Date: _____

By: AKT Development Corporation, a
California Corporation, Manager

ATTEST:

Mindy Cuppy, City Clerk

By: _____
Mark Enes, Executive Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

**SECOND AMENDMENT TO CITY OF RANCHO CORDOVA SUNRISE DOUGLAS
COMMUNITY PLAN DEVELOPMENT IMPACT FEE PROGRAM
CREDIT/REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND
SUNRDIGE-ANATOLIA LLC FOR CONSTRUCTION OF PORTIONS OF SUNRISE
BOULEVARD, KIEFER BOULEVARD, AND JAEGER ROAD ASSOCIATED WITH
ANATOLIA I AND ANATOLIA III MAJOR ROADS IMPROVEMENT PLANS**

This Second Amendment to the Credit/Reimbursement Agreement (the "First Amendment"), is entered into by and between the City of Rancho Cordova, a Municipal Corporation in the State of California, (hereinafter "City") and Sunridge-Anatolia LLC, a California Limited Liability Company, and /or its successors in interest, (hereinafter "Developer") as of the _____ day of _____ 2012.

RECITALS

WHEREAS, on October 2, 2007, the City and Developer entered into a Credit/Reimbursement Agreement (the "Agreement") in the form of Contract No. 64-2007 establishing the method in which Developer would received credits and/or reimbursements for developing Anatolia I, Anatolia II, Anatolia III, and Anatolia IV (the "Projects"), including backbone infrastructure that will serve the Projects; and

WHEREAS, Developer was required, as a condition of development of the Projects through Conditions for the Sunridge Specific Plan Area contained in Sacramento County Ordinance Nos. SZC 2002-0014 and SZC 2002-0015, to construct or cause to be constructed certain facilities and improvements, which were included within the improvement plans titled Anatolia I-Major Roads, dated January 2005 and Anatolia III – Major Roads, dated May 30, 2006, (the "Facilities"); and

WHEREAS, on June 21, 2004, the City Council of Rancho Cordova adopted Ordinance No. 24-2004 which approved the Sunrise Douglas Community Plan Development Impact Fee Program (the "SDCP Fee Program"); implemented impact fees to pay for a variety of public facilities (the "SDCP Fees"), including the Facilities; and set forth policies associated with fee credits and reimbursements within the Sunrise Douglas Community Plan area; and

WHEREAS, Ordinance No. 24-2004 contains a provision subsequently codified in Section 16.83.200 of the Rancho Cordova Municipal Code, which provides that the estimated cost of the facilities used in the capital improvement program and for calculating credits and reimbursements shall be adjusted annually using the same adjustment factor as applied to the annual fee adjustment; and

WHEREAS, on November 3, 2011, the City and Developer entered into a First Amendment in the form of Contract No. 64-2007-1, which adjusted the project costs of the improvements identified in Exhibit A of the Agreement through the application of annual cost adjustments that either were not initially applied at the time the Agreement was entered into, or that have occurred subsequent to that date, but prior to project completion and acceptance; and

WHEREAS, the terms of the existing Agreement require that the project be completed and accepted before release of the remaining twenty (20%) of the programmed costs covered by the Agreement; and

WHEREAS, this Second Amendment will authorize the Public Works Director, at his sole discretion, based upon project completion status and goals, to allow the release of progress

CONTRACT NO. 64-2007-2

payments to be made for up to a maximum of fifteen percent (15%) of the programmed costs covered by the agreement; and

WHEREAS, the release of the additional funds will facilitate the final completion and acceptance of the Facilities covered by the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Developer agree as follows:

1. The first paragraph of Section 7, titled "Distribution of Fee Credits/Reimbursements," of the Agreement is hereby amended to read as follows:

"Upon execution of this Agreement, the Developer shall receive fee credits and/or commitment for reimbursement equal to eighty percent (80%) of the Programmed Costs for the Facilities. Fifteen percent (15%) of the remaining Program Costs shall be credited or reimbursed to the Developer in the sole discretion of the Public Works Director. Such reimbursements shall only be in the way of progress payments. The other remaining five percent (5%) of fee credits and/or commitment for reimbursement shall only be granted to Developer after the Facilities have been accepted by the City pursuant to the requirement set forth in this Agreement. Unless the City adjusts the Programmed Costs of the Facilities pursuant to Section 6 above, such remaining credit/reimbursement shall be equal to the lesser of (i) the actual construction cost of the Facilities less than eighty percent (80%) credit/reimbursement already granted to Developer, or (ii) the remaining twenty percent (20%) of the Programmed Costs."

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year set forth below.

CITY OF RANCHO CORDOVA,
a municipal corporation

Sunridge-Anatolia LLC, a California
Limited Liability Company

By: _____
Ted A. Gaebler, City Manager

By: AKT Sunridge-Anatolia Investors,
LLC, a California Limited Liability
Company, Manager

Date: _____

By: AKT Development Corporation, a
California Corporation, Manager

ATTEST:

Mindy Cuppy, City Clerk

By: _____
Mark Enes, Executive Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

**SECOND AMENDMENT TO CITY OF RANCHO CORDOVA
CREDIT/REIMBURSEMENT AGREEMENT FOR PRIVATELY CONSTRUCTED
PUBLIC FACILITIES INCLUDED IN THE RANCHO CORDOVA TRANSPORTATION IMPACT
FEE PROGRAM FOR THE ANATOLIA I AND ANATOLIA III MAJOR ROADS**

This Second Amendment to the Credit/Reimbursement Agreement ("the Amendment"), is entered into by and between the **City of Rancho Cordova**, a Municipal Corporation in the State of California, (hereinafter "City") and **Sunridge-Anatolia LLC**, a California Limited Liability Company, and/or its successors in interest, (hereinafter "Developer"), as of the _____ day of _____, 2012.

RECITALS

WHEREAS, on October 2, 2007, the City and Developer entered into a Credit/Reimbursement Agreement (the "Agreement") in the form of Contract No. 107-2007 establishing the method in which Developer would received credits and/or reimbursements for developing Anatolia I, Anatolia II, Anatolia III, and Anatolia IV (the "Projects"), including backbone infrastructure that will serve the Projects; and

WHEREAS, Developer was required, as a condition of development of the Projects through Conditions for the Sunridge Specific Plan Area contained in Sacramento County Ordinance Nos. SZC 2002-0014 and SZC 2002-0015, to construct or cause to be constructed certain facilities and improvements, which were included within the improvement plans titled Anatolia I – Major Roads, dated January 2005 and Anatolia III – Major Roads, dated May 30, 2006 (the "Improvements"); and

WHEREAS, on December 19, 2005, the City Council of Rancho Cordova adopted Ordinance No. 33-2005 which added Chapter 16.84 to the Rancho Cordova Municipal Code ("RCMC") and established development impact fees and special funds as part of the City's Transportation Fee Program; and

WHEREAS, Section 16.84.130 of Chapter 16.84 of the RCMC provides that the estimated cost of the facilities used in the capital improvement program and for calculating credits and reimbursements shall be adjusted annually using the same adjustment factor as applied to the annual fee adjustment; and

WHEREAS, on November 3, 2011, the City and Developer entered into a First Amendment in the form of Contract No. 107-2007-1, which adjusted the project costs of the improvements identified in Exhibit A of the Agreement through the application of annual cost adjustments that either were not initially applied at the time the Agreement was entered into, or that have occurred subsequent to that date, but prior to project completion and acceptance; and

WHEREAS, the terms of the existing Agreement require that the project be completed and accepted before release of the remaining twenty (20%) of the programmed costs covered by the Agreement; and

WHEREAS, this Second Amendment will authorize the Public Works Director, at his sole discretion, based upon project completion status and goals, to allow the release of progress payments to be made for up to a maximum of fifteen percent (15%) of the programmed costs covered by the agreement; and

WHEREAS, the release of the additional funds will facilitate the final completion and

acceptance of the Facilities covered by the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

1. The first paragraph of Section 7, titled "Distribution of Fee Credits/Reimbursements," of the Agreement is hereby amended to read as follows:

"Upon execution of this Agreement, the Developer shall receive fee credits and/or commitment for reimbursement equal to eighty percent (80%) of the Programmed Costs for the Facilities. Fifteen percent (15%) of the remaining Program Costs shall be credited or reimbursed to the Developer in the sole discretion of the Public Works Director. Such reimbursements shall only be in the way of progress payments. The other remaining five percent (5%) of fee credits and/or commitment for reimbursement shall only be granted to Developer after the Facilities have been accepted by the City pursuant to the requirement set forth in this Agreement. Unless the City adjusts the Programmed Costs of the Facilities pursuant to Section 6 above, such remaining credit/reimbursement shall be equal to the lesser of (i) the actual construction cost of the Facilities less than eighty percent (80%) credit/reimbursement already granted to Developer, or (ii) the remaining twenty percent (20%) of the Programmed Costs."

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and the year first written above.

CITY OF RANCHO CORDOVA,
A municipal corporation

SUNRIDGE-ANATOLIA, LLC, a California
Limited Liability Company

By: _____
Ted A. Gaebler
City Manager

By: AKT Sunridge-Investors
A California Limited Liability Company,
Manager

Date: _____

By: AKT Development Corporation,
A California Corporation, Manager

By: _____

Its: _____

Date: _____

ATTEST:

Mindy Cuppy, CMC, City Clerk

Date: _____

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

**SECOND AMENDMENT TO CITY OF RANCHO CORDOVA
CREDIT/REIMBURSEMENT AGREEMENT FOR PRIVATELY CONSTRUCTED
PUBLIC FACILITIES INCLUDED IN THE RANCHO CORDOVA TRANSPORTATION IMPACT
FEE PROGRAM FOR THE ANATOLIA I MAJOR ROADS**

This Second Amendment to the Credit/Reimbursement Agreement ("the Amendment"), is entered into by and between the **City of Rancho Cordova**, a Municipal Corporation in the State of California, (hereinafter "City") and **Sunridge-Anatolia LLC**, a California Limited Liability Company, and/or its successors in interest, (hereinafter "Developer"), as of the _____ day of _____, 2012.

RECITALS

WHEREAS, on March 15, 2007, the City and Developer entered into a Credit/Reimbursement Agreement (the "Agreement") in the form of Contract No. 27-2007 establishing the method in which Developer would received credits and/or reimbursements for developing Anatolia I, Anatolia II, Anatolia III, and Anatolia IV (the "Projects"), including backbone infrastructure that will serve the Projects; and

WHEREAS, Developer was required, as a condition of development of the Projects through Conditions for the Sunridge Specific Plan Area contained in Sacramento County Ordinance Nos. SZC 2002-0014 and SZC 2002-0015, to construct or cause to be constructed certain facilities and improvements, which were included within the improvement plans titled Anatolia I – Major Roads, dated January 2005, (the "Improvements"); and

WHEREAS, on December 19, 2005, the City Council of Rancho Cordova adopted Ordinance No. 33-2005 which added Chapter 16.84 to the Rancho Cordova Municipal Code ("RCMC") and established development impact fees and special funds as part of the City's Transportation Fee Program; and

WHEREAS, Section 16.84.130 of Chapter 16.84 of the RCMC provides that the estimated cost of the facilities used in the capital improvement program and for calculating credits and reimbursements shall be adjusted annually using the same adjustment factor as applied to the annual fee adjustment; and

WHEREAS, on November 3, 2011, the City and Developer entered into a First Amendment in the form of Contract No. 27-2007-1, which adjusted the project costs of the improvements identified in Exhibit A of the Agreement through the application of annual cost adjustments that either were not initially applied at the time the Agreement was entered into, or that have occurred subsequent to that date, but prior to project completion and acceptance; and

WHEREAS, the terms of the existing Agreement require that the project be completed and accepted before release of the remaining twenty (20%) of the programmed costs covered by the Agreement; and

WHEREAS, this Second Amendment will authorize the Public Works Director, at his sole discretion, based upon project completion status and goals, to allow the release of progress payments to be made for up to a maximum of fifteen percent (15%) of the programmed costs covered by the agreement; and

WHEREAS, the release of the additional funds will facilitate the final completion and acceptance of the Facilities covered by the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

1. The first paragraph of Section 7, titled "Distribution of Fee Credits/Reimbursements," of the Agreement is hereby amended to read as follows:

"Upon execution of this Agreement, the Developer shall receive fee credits and/or commitment for reimbursement equal to eighty percent (80%) of the Programmed Costs for the Facilities. Fifteen percent (15%) of the remaining Program Costs shall be credited or reimbursed to the Developer in the sole discretion of the Public Works Director. Such reimbursements shall only be in the way of progress payments. The other remaining five percent (5%) of fee credits and/or commitment for reimbursement shall only be granted to Developer after the Facilities have been accepted by the City pursuant to the requirement set forth in this Agreement. Unless the City adjusts the Programmed Costs of the Facilities pursuant to Section 6 above, such remaining credit/reimbursement shall be equal to the lesser of (i) the actual construction cost of the Facilities less than eighty percent (80%) credit/reimbursement already granted to Developer, or (ii) the remaining twenty percent (20%) of the Programmed Costs."

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the day and the year first written above.

CITY OF RANCHO CORDOVA,
A municipal corporation

SUNRIDGE-ANATOLIA, LLC, a California
Limited Liability Company

By: _____
Ted A. Gaebler
City Manager

By: AKT Sunridge-Investors
A California Limited Liability Company,
Manager

By: AKT Development Corporation,
A California Corporation, Manager

Date: _____

By: _____

Its: _____

ATTEST:

Date: _____

Mindy Cuppy, CMC, City Clerk

Date: _____

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

MEMORANDUM



DATE: November 5, 2012

TO: Honorable Sander and Council Members

FROM: Jay Hadley, IT Manager

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BAKERCREW CONSULTING IN THE AMOUNT OF \$580,000**

RECOMMENDATION

Adopt Resolution No. 102-2012

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow BakerCrew Consulting, Inc. to perform an upgrade from Hansen 7 to Hansen 8 in order to make existing Hansen systems more efficient for the following departments: Code Enforcement, Planning, Projects Use Permits, Building, Cashiering, Asset Management, Dynamic Portal (Building Permits and Business License).

BACKGROUND

Sandy Baker has been working with City Staff on the implementation of Hansen software and has been a great asset to the City. She has been a vital part of the success we have had in implementing an Enterprise Software solution. Sandy's knowledge and background give the City a support option which allows us to maintain and make changes as needed to our Hansen System. This is essential to us supporting a system that meets the needs of staff to deliver the best services we can.

Sandy and her company have made the implementation of our Hansen System far more superior than we could have hoped for. Sandy has worked with each department to capture and document all business processes and has mirrored those processes into an automated system. Sandy fills a critical technical role for the City that we cannot currently fulfill with City staff.

Sandy will also assist in the technical side of this process with her Database Administration Skills creating a tightly integrated system.

ATTACHMENT

Resolution No. 102-2012 including (**Exhibit 1A**) Contract No. 93-2012.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 102-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH BAKERCREW CONSULTING, INC. (SANDY BAKER)**

WHEREAS, the City desires to enter into a contract with BakerCrew Consulting (Sandy Baker); and

WHEREAS, the purpose of this contract will allow BakerCrew Consulting, Inc. to perform an upgrade from Hansen 7 to Hansen 8 in order to make existing Hansen systems more efficient for the following departments: Code Enforcement, Planning, Projects Use Permits, Building, Cashiering, Asset Management, Dynamic Portal (Building Permits and Business License); and

WHEREAS, the contract is for the amount of \$580,000, which is currently budgeted for in fiscal year 2012-2013; and

WHEREAS, the term of the contract will end on June 1, 2014.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Rancho Cordova authorizes the City Manager to execute a professional services agreement (**Exhibit 1A**) with BakerCrew Consulting in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ___ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
BAKERCREW CONSULTING, INC.**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and BakerCrew Consulting, Inc., ("Professional") as of November 5, 2012.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 1, 2014, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$580,000, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all

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invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of

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the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to

the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within

fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original

endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

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- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time,

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Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

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- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

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- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Jay Hadley ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

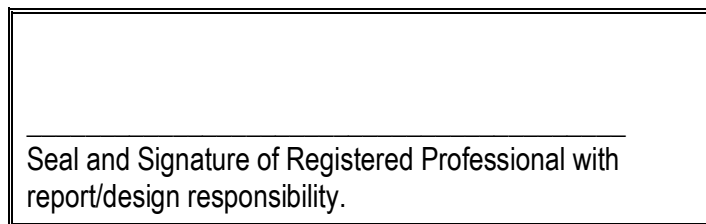
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10.10 Notices. Any written notice to Professional shall be sent to:

BakerCrew Consulting, Inc.
5422 Plantain Circle
Orangevale, CA 95662

Any written notice to City shall be sent to:

Jay Hadley
2729 Prospect Park Drive
Rancho Cordova, CA 95670

10.11 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.**10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Ted A. Gaebler, City Manager

Sandy Baker, BakerCrew Consulting, Inc.

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

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EXHIBIT A
SCOPE OF SERVICES

See Attachment

Exhibit A

Scope of Services

1. Introduction

This document represents a proposed Statement of Work (SOW) for performing the upgrade from Hansen 7 to Hansen 8 for the City of Rancho Cordova.

BakerCrew Consulting (BCC) proposes that they will implement the Hansen system, as outlined in the SOW.

The SOW includes the following elements, which are either included in the body of this document or as an Appendix:

- Project Scope
- Implementation Services To Be Provided
- Interfaces To Be Developed
- Conversion Sources
- Assumptions
- Performance Standards
- Task Descriptions
- Appendices:
 - Appendix A.1 - Milestone and Payment Schedule Spreadsheet
 - Appendix A.2 - Decisions, Change Orders and Dispute Resolution

Appendices A.1 and A.2 are incorporated into this Agreement by this reference.

The City's responsibilities are also identified within each activity. Milestones are BCC's responsibility, unless otherwise noted.

2. Scope Overview

The purpose of this project is to upgrade the City's current implementation of Hansen 7 to the Hansen 8 system.

3. Modules

The following modules will be implemented within the scope of this agreement during Phase 1:

- Code Enforcement
- Planning
- Projects
- Use Permits
- Building
- Cashiering

- Asset Management
- Dynamic Portal (Building Permits and Business License)

4. Implementation Services to Be Provided

- Project Management
 - Project Plan
 - Monitoring
 - Requirements Review
- Software Training (Core Team)
 - Product
- System Design and Configuration
 - Core
 - CDR (Planning, Project, Code Enforcement, Building, Use, Business License)
 - Asset
 - Customer Service
- Program Development
 - Interface Development
 - Procedures/Functions Development
- Report Development
- Dynamic Portal
 - Building Permits
 - Business License
- Data Conversion
 - Hansen 7 to Hansen 8
- System Testing
- Training
 - Manuals
 - End User Training
- Go Live
 - Migration
 - Post Implementation Support
- The following Hansen V7 processes/configuration are included in this SOW:
 - Resources
 - Addresses, Parcels, Contacts
 - Access Control
 - Planning
 - Site Dist, DA, Entitle, CEQA, Admin Ent, PCN, Imp Plan, Final Map
 - Building
 - C-Build, C-Other, C-Sign, Demo, Foundation, Partial, R-Bldg, R-Other, Pool, PME, Reroof, Masterplan, P-Bldg
 - Dynamic Portal for Building Permits

- Code Enforcement
 - Code, NOV/SWO
- Business License
 - GBL, SBL, TBL, EBL, Master, OEP, TCP, FSP, TUP
 - Dynamic Portal for General Business License
- Customer Service
 - Public Works ('P' types), Code Enforcement (C types), Hansen ('H' types)
- Assets
 - Bridge, Signal, Appurtenance, Landscape, Light, Segment, Sign, Work Order

5. Interfaces to Be Developed

Application	Platform/OS	Software	Direction	Data Dest/Type	Extract Responsibility	Import Responsibility
Assessor/GIS Interface	Windows	SQL Server	To Hansen 8	Parcel, address, owner and attributes	County – supplied via FTP site	BCC
Payment Interface	Windows	SQL Server	From Hansen 8	Payments pushed to Great Plains	BCC	City (QBIX)
FTB (Franchise Tax Board) Interface	Windows	SQL Server	From Hansen 8	Txt file of code enforcement data	BCC	City to burn txt file to CD
IVR	Windows	SQL Server	To/From Hansen 8	Schedule inspections	BCC/IVR Vendor	BCC/IVR Vendor

6. Conversion to Be Developed

Each conversion will be defined in a Conversion Control Document to use for conversion program development and Core Team testing.

Application	Platform/OS	Software	Extract/Transform/Load Responsibility
Customer Service	SQL Server	HansenV7	BCC
Project	SQL Server	HansenV7	BCC
Planning	SQL Server	HansenV7	BCC
Building	SQL Server	HansenV7	BCC
Use	SQL Server	HansenV7	BCC
Code Enforcement	SQL Server	HansenV7	BCC
Assets	SQL Server	HansenV7	BCC
Business License	SQL Server	HansenV7	BCC

7. Assumptions

City Staffing Assumptions

1. The Project Manager will be dedicated to the project on a full-time basis.
2. The City will assign two full-time Functional Leads, as required, throughout the life of the project, to work with BCC and City staff in the implementation of the new system. These leads along with the City Project Manager and the BCC implementation resources will make up the Project Team.
3. The City will supply a Core Team made up of subject matter experts from the business for each functional area in each business process being automated. The City will make each Core Team member available to provide business requirements review, workflow configuration testing, interface testing, report testing, conversion testing and final system testing of the entire system.
4. The City understands that the project schedule is aggressive and will provide the resources per the project schedule so that the project timelines are not impacted.
5. A System/Network Administrator will provide support to the Hansen 8 project. This individual will have a good understanding and ability in the following technologies;
 - A. Microsoft Internet Information Server for installing and configuring web applications and web application pools settings.
 - B. Managing .Net releases on Microsoft servers and their impact on the IIS Server.
 - C. Configure remote data storage for Hansen 8 client access across multiple dev, test and production environments.
 - D. Manage user account access to Hansen 8 resources such as security and attachments across multiple dev, test and production environments.
6. A Database Administrator will provide support to the Hansen 8 project. This individual will have a good understanding of SQL Server and the functions of a relational database.

BCC Staffing Assumptions

BCC will provide an implementation team to undertake the various activities involved in the Hansen 8 implementation. This team will provide services onsite and remote as outlined in the project schedule. The BCC project team will consist of the following:

1. A BCC Project Manager will be dedicated to the project as required per the project plan. The project manager will be responsible for the overall

management of the project schedule, resources, milestones, and budget. The BCC Project Manager reports directly to the City's Project Manager.

2. BCC will provide Implementation Specialists, who will be dedicated to the project according to the implementation schedule as identified in the Project Plan. These individuals' primary responsibility will be to create the system design and configuration of the new system. They will have the requisite skills and experience necessary to successfully undertake the setup and configuration process of the Hansen 8 system.
3. BCC technical resources will be available to the project for the purposes of development of interfaces, reports and data conversion.
4. BCC Trainers will be dedicated to the project for the purpose of developing customized training manuals, developing a training plan, and performing end-user training.

Physical Location Assumptions:

1. The City will provide an adequate workspace for each on-site BCC consultant, with access to the internet, network, telephone and close proximity to the City Core Team.
2. The Core Team should ideally be located near one another to facilitate good communication and coordination between the subproject teams. Each Core Team member should be provided a desktop computer with networking capabilities.
3. The City will provide a project room that can be reserved for the project throughout the duration of the project as needed. This arrangement will facilitate both planned meetings and spontaneous group discussions. This project room will contain whiteboards and have access to a projector.
4. Adequate training space will be provided for the training of end users. The training room will consist of at least eight fully functioning networked computers, meeting the minimum or better hardware requirements of the Hansen 8 system. The City will be responsible for setting up and maintaining the training room computers.

Miscellaneous Assumptions:

1. Asset analysis will not be moved from Hansen 7
2. Roadway configuration and data will not be moved, with the exception of striping and legends as appurtenances
3. This implementation is a technology upgrade. This is no reengineering of existing processes factored in, with the exception of integrating the attachment catalog.

8. Task and Milestone Descriptions

Task:	1 Project Plan, Project Management
Description/Objective:	BCC will prepare a detailed project Implementation Plan that will identify each specific task and interim milestones. This Plan will consist of an MS Project Gantt chart identifying each of the phases/tasks, milestones, and dependencies associated with each task, estimated duration of each phase/task, and the type and level of participation of BCC and City staff necessary to achieve the plan objectives. The Implementation Plan will include specific responsibilities for both BCC and City staff. Project Management services will also be provided throughout the duration of the project. Project Management will be provided on a day-by-day basis by BCC's project manager to address ongoing project coordination, scheduling and issue resolution. The Project Manager will be focused on the overall progress/status of the project and is necessary in order to ensure that the proper resources are assigned; proper attention is given to issue resolution; and to ensure that the project is proceeding in accordance with the contract between BCC and the City.
Milestone:	• Project Plan. • Requirements Review • Project Status meetings • Issue Management • Completed Management Orientation.
BCC Responsibility:	• Conduct initial project planning sessions. • Conduct weekly project status meeting • Submit status reports • Development of Project Plan.
City Responsibility:	• Participate in project planning meetings and project status meetings • Review and approval of Project Plan by City Project Manager.

Task:	2. Core Team Training
Description/Objective:	In this task, the Core Team will be trained on the Hansen 8 software, including high level training on the system configuration and custom configuration tools,
Milestone:	- On-site training of the Hansen 8 product, including overview of the system architecture, including product functionality and configuration tools for CDR. - This training is intended to provide the Core Team members with the exposure to the Hansen 8 architecture, navigation and application modules very early in the project in order for them to be able to effectively participate in the testing and review sessions.
BCC Responsibility:	Perform training of Hansen 8 system, navigation, core data elements, high level system setup and configuration for modules being implemented in Phase 1.
City Responsibility:	City will be responsible for attending training

Task:	3. Requirements Review
Description/Objective:	Under this task, the BCC Project Manager will meet with each business unit currently using Hansen 7 (Planning, Building, Code Enforcement, Business Licensing, Public Works) and will review the current Hansen 7 processes to determine changes that may need to occur as a result of configuration changes to the Hansen 8 product.
Milestone:	- Completed requirement meeting with each department - Document any configuration changes required for the upgrade for each department's processes

Task:	3. Requirements Review
	currently configured in Hansen 7
BCC Responsibility:	• Schedule and perform requirement sessions with each department currently using Hansen 7 • Document required configuration changes to support the Hansen 8 software changes
City Responsibility:	• Attend the scheduled requirement review sessions • Approved the configuration changes

Task:	4. System Design and Configuration
Description/Objective:	Under this task, BCC will prepare the design documents move the Hansen 7 configurations to Hansen 8. From the design documents, BCC will configure and test the Hansen 8 system in the development environment, as well as define software migration procedures. The Project Team will review and test the configuration solution for adherence to the business requirements and usability during the System Testing phase. BCC will also demonstrate the system to the Core Team, showing how the Hansen 7 workflows/functionality has been incorporated within the system workflow and configuration setup of Hansen 8 during the System Testing phase.
Milestone:	• Completed design document(s) for each workflow. • Completed configuration for each workflow • Completed demonstration for each workflow. • Completed hands-on testing with the Core Team
BCC Responsibility:	• Develop design documents for all workflow/configuration processes • Configure workflow and core functionality in Hansen 8 • Demonstrate the workflows/configurations to the Core Team during System Testing • .
City Responsibility:	• Test each workflow and configuration. • Approve the configured workflows and core configurations during System Testing

Task:	5. Program Development
Description/Objective:	This phase involves designing and developing all interfaces and batch programs for the following: • Assessor/GIS Interface • Payment Interface • FTB Interface • Case Recurring Fees • Case Admin Cite Penalty Fees • Send Case Action • Lic Close Licenses • Lic Process Renewal • Lic Prorate Fees • Process Delinquent GBLs • License Bond Check This phase includes designing and developing the above programs in Hansen 8 using the current program that is currently in the Hansen 7 environment.
Milestone:	• BCC will prepare and deliver a Design Document for each of the programs. • Core Team will test the developed programs during System Testing.
BCC Responsibility:	• Preparation of Design Document for each of the primary interfaces listed above. • Develop programs for each of the primary interfaces/programs listed above.
City Responsibility:	• Test each interface • Acceptance of each program after testing.

Task:	6. Report Development																				
Description/Objective:	This phase involves converting the Hansen 7 reports to Hansen 8. These reports are to support the daily workflow processes and also management reports used to report statistics and metrics. The following reports by department and the number for each dept are included in this scope: <table border="1"> <tr><td>Planning</td><td>14</td></tr> <tr><td>Public Works</td><td>35</td></tr> <tr><td>Building</td><td>34</td></tr> <tr><td>Code Enforcement</td><td>46</td></tr> <tr><td>Business License</td><td>21</td></tr> <tr><td>Cashiering</td><td>13</td></tr> <tr><td>Finance</td><td>3</td></tr> <tr><td>Economic Dev</td><td>5</td></tr> <tr><td>Admin/General</td><td>10</td></tr> <tr><td>Customer Service</td><td>7</td></tr> </table>	Planning	14	Public Works	35	Building	34	Code Enforcement	46	Business License	21	Cashiering	13	Finance	3	Economic Dev	5	Admin/General	10	Customer Service	7
Planning	14																				
Public Works	35																				
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Code Enforcement	46																				
Business License	21																				
Cashiering	13																				
Finance	3																				
Economic Dev	5																				
Admin/General	10																				
Customer Service	7																				
Milestone:	- BCC will prepare and deliver a report cross reference for each report - BCC will develop and configure the reports in Hansen 8																				
BCC Responsibility:	Develop and test custom reports (converted from Hansen 7 to Hansen 8)																				
City Responsibility:	Acceptance and sign-off of Reports during System Testing.																				

Task:	7. Data Conversion
Description/Objective:	The data conversion phase involves defining a strategy for converting data from Hansen 7 into the new Hansen 8 system. Conversion statistics or queries will be developed to indicate that all data from Hansen 7 has been successfully converted to the new Hansen 8 system.
Milestone:	- Completed Conversion Control Document Hansen workflows/configuration. - Successful conversion of Hansen 7 data to the new Hansen 8 system.
BCC Responsibility:	- Develop and deliver Conversion Control Document for each process identified section 6 'Conversions to be Developed' of this SOW - Design, develop, test and execute automated data conversion program(s) to move data from Hansen 7 to the Hansen 8 system. - Develop statistics and/or queries to verify integrity of data converted. - Support Core Team testing of converted data, making any necessary modifications required to meet the conversion mapping specified in the Conversion Control Document.
City Responsibility:	- Testing and sign-off of all converted data during Conversion Testing - Collection of data and loading of any manually converted data that must be entered. - Data cleansing/scrubbing that may be required in the Hansen 7 system prior to running the conversion program(s).

Task:	8. Upgrade 8.3
Description/Objective:	Under this task, BCC and the City IT staff will work together to upgrade the Development environment to the 8.3 version of the Hansen 8 software. Additionally, this task included performing new installation of 8.3 in the Test and Train environments, installing Dynamic

Task:	8. Upgrade 8.3
	Portal and the Production environment using the 8.3 software.
Milestone:	- Completed upgrade of the Development environment to 8.3 - Installation of the 8.3 software in the Test, Train and Production environment - Installation of Dynamic Portal
BCC Responsibility:	- Run upgrade of the 8.3 software in the Development environment - Run CTT to test the 8.3 CTT functionality - Approval of configured workflows.
City Responsibility:	- Download 8.3 software - Install 8.3 software in Test, Train and Production environments - Install Dynamic Portal

Task:	9. Configure Dynamic Portal
Description/Objective:	In this task, the Dynamic Portal Design Document will be reviewed for custom requirements and design modifications to the core DP product. BCC will lead the effort to review the design document and will update the document with required changes. BCC will configure the DP product to conform to the requirements and modify the look and feel to make the product specific to the City of Rancho Cordova. BCC will provide a configuration document specific to the Dynamic Portal configuration for reference and upgrade support. The scope of the Dynamic Portal implementation will include the scope originally configured in Hansen 7 DP: ✓ Apply and pay online for a General Business License ✓ Renewal of Business License online ✓ Lookup status of Business License ✓ Apply and pay online for PME and Residential building permits ✓ Lookup status of Building Permit

Task:	9. Configure Dynamic Portal
	✓ Schedule building inspections
Milestone:	• Reviewed and accepted Dynamic Portal Requirements Document • Configured Dynamic Portal system • Dynamic Portal Configuration Document
BCC Responsibility:	• Conduct design sessions with Core Team and document the design customizations in the Dynamic Portal Design Document • Configure the Dynamic Portal system according to the Dynamic Portal Design Document • Prepare the Dynamic Portal Configuration Document
City Responsibility:	• Contract with the payment integrator, including setting up merchant accounts and payment processing terms • Attend requirement sessions • Review and approve configuration document • Test configured application • Approve configured application

Task:	10. Final System Testing
Description/Objective:	The final system testing phase verifies that all components of the Hansen 8 are functioning properly. This phase includes complete system testing of the entire system. The testing will include developing and executing unique test scenarios, processing and testing all workflow configurations, interfaces, batch programs, reports, and converted data. These testing sessions will serve as the City's basis for accepting the system.
Milestone:	• Migrate the entire system from the development environment to the test environment • Conduct Final System Testing sessions with the Core Team to test all configured workflows/configuration, interfaces, batch programs, conversion, and reports developed for the phase. • Track and resolve issues
BCC Responsibility:	• Migrate solution to a test environment per the migration plan. • Manage the testing sessions. • Completion of a successful tested system signed off by appropriate City representatives, which verifies that all components of the new Hansen 8 system are functioning properly. • Correct any implementation or setup issues, which cause the system to not function in accordance with the design documents.
City Responsibility:	• Perform acceptance testing per the design and control documents for each component of the system, including configured workflows, interfaces/batch programs, conversion, reports and Dynamic Portal. • Verification and acceptance of test results.

Task:	11. End User Training
Description/Objective:	Training involves scheduling and conducting the training programs, which will enable users to effectively use the new Hansen 8 system. Training plans and training material will be developed. The training material will be developed to also serve the purpose of user documentation. Each end user will be trained to use the Hansen 8 system for the functions each trainee supports.
Milestone:	• Completed training material for each of the functional areas of the system. • Completed training sessions.
BCC Responsibility:	• Document and deliver Training Plan and Schedule. • Preparation of custom training materials in PC-readable format including step-by-step instructions for each workflow. • Conduct on-site training sessions for all end users who will use the Hansen 8 system .
City Responsibility:	• Review and edit Training Plan and Schedule. • Participation in end-user training sessions

Task:	12. Go Live & Implementation Support
Description/Objective:	During this phase, the system will be migrated into production according to the migration plan. All elements of the system will be moved including configuration, interfaces/batch programs, conversion,

Task:	12. Go Live & Implementation Support
	Dynamic Portal and reports. The tested software will be migrated from the development environment to the production environment, and the conversion programs will be prepared for production execution. A migration plan will contain all steps required to successfully move the Hansen 8 system into production.
Milestone:	• Final Migration Plan/Schedule. • Execution of production cutover
BCC Responsibility:	• BCC will develop the Migration Plan/Schedule • BCC will migrate the solution into production. • BCC will provide support to key City staff (e.g., help desk staff) in preparing the system and environment for production cutover. • BCC will provide 2 weeks of on-site support of the migration system
City Responsibility:	• City staff will be responsible for organizing staff and preparing the site for production cutover. • City will be responsible for establishing and supporting the help desk responsibilities.

EXHIBIT B**COMPENSATION SCHEDULE**

BakerCrew Consulting, Inc.'s rate for performing the attached tasks and deliverables is \$90 per hour. BCC will submit invoices once a month for the previous month's work. The invoice will include a weekly timesheet that indicates the work performed for each hour billed. BCC will invoice in the format required by the City of Rancho Cordova.

MEMORANDUM



DATE: November 5, 2012

TO: Honorable Mayor and Council Members

FROM: Stacey Peterson, Human Resources Manager

SUBJECT: RESOLUTION APPROVING THE CITY COMPENSATION PLAN

RECOMMENDATION

Adopt Resolution No. 103-2012.

RESULT OF RECOMMENDED ACTION

Recent amendments to section 571 of the California Code of Regulations requires the City Council to approve the City Compensation Plan ("the plan"). The plan establishes parameters in which the City Manager may authorize revisions to the plan during the fiscal year to allow continued efficiency in managing the City workforce. There is no cost to the City associated with this resolution.

ADVANCES GOAL: 5

BACKGROUND

This resolution is required as a result of amendments to the California Code of Regulations section 571, effective August 10, 2011. The code revisions require that salary and special compensation items contained in a written agreement be approved and adopted by the employer's governing body in accordance with applicable public meeting laws. As such, the City received audit findings from CalPERS that require all special compensation now be approved by City Council. The City Compensation Plan identifies the various forms of special compensation implemented by the City and includes an updated salary schedule to include job titles and hourly rate for each step in the salary range as required by CalPERS. Additionally, the plan incorporates the City compensation philosophy. The resolution requires retroactive approval to July 1, 2011, to ensure compliance with the revised California Code of Regulations.

Other than adding the uniform special compensation as a result of the CalPERS audit findings, since this is statutorily required for City staff required to wear uniforms, there have not been any new items of special compensation added. This is an administrative action to allow the City to continue to report compensation for employees as previously authorized or statutorily required. There is no fiscal impact to the City.

ATTACHMENT

Resolution No. 103-2012 including **Exhibit A** – City Compensation Plan

CITY OF RANCHO CORDOVA

RESOLUTION NO. 103-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY COMPENSATION PLAN**

WHEREAS, the City Council and City Manager of the City of Rancho Cordova recognize that the employees of the City are its most valuable asset; and

WHEREAS, the City Council and City Manager of the City of Rancho Cordova desire to maintain a Compensation Plan that retains and attracts a highly competent and motivated workforce; and

WHEREAS, the City Manager has fostered sound fiscal practices in maintaining the City Human Resources and Organizational Development System, including the Compensation Plan, and intends to continue such practices; and

WHEREAS, the City Council needs to adopt amendments to the City Salary Schedule, previously approved based on the Salary Plan adopted on April 20, 2004, in accordance with City Council Resolution 20-2004, and special compensation defined in the Human Resources Manual, to be in compliance with recent revisions to California Code of Regulations, section 571.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Rancho Cordova authorizes the City Compensation Plan (**Exhibit A**).

BE IT FURTHER RESOLVED the City Council authorizes the City Manager to implement the City Compensation Plan within the guidelines specified to allow continued efficiency in managing the City workforce.

BE IT FURTHER RESOLVED that special compensation implemented in 2004, and subsequent updates approved by the City Manager, as specified in the City Compensation Plan are formally adopted by the City Council.

BE IT FURTHER RESOLVED that the City Compensation Plan shall be effective retroactive to July 1, 2011.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____ by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David S. Sander, Mayor

ATTEST:

Mindy Cuppy, City Clerk



City of Rancho Cordova COMPENSATION PLAN

Effective July 1, 2011

The City acknowledges that City employees are its greatest assets and has established a compensation philosophy that will allow the City to competitively recruit the best talent to the team. The City of Rancho Cordova Compensation Plan specifies authorized special compensation, the City compensation philosophy and includes guidelines for revising the City salary schedule.

The Compensation Plan is intended to recognize employee innovation and exceptional performance. Individual compensation adjustments through the salary ranges are not “automatic,” but may be approved based on performance in accordance with the policy specified in the Human Resources Manual.

SALARY SCHEDULE

The City Manager has established a salary schedule, based on the Salary Plan adopted as City Policy on April 20, 2004, in accordance with City Council Resolution Number 20-2004. The Salary Schedule (Attachment A) identifies the authorized salary range for each job classification. The City Manager will administratively set salary ranges within fifteen percent of approved ranges, based on market data and internal relationships. The City Manager is authorized to establish new positions during the fiscal year based on market data and internal relationships and will notify City Council during the next upcoming budget cycle. Periodically, the City Council will adopt revised salary schedules.

The City Manager salary range is set only by City Council.

SPECIAL COMPENSATION

Regular city employees may be eligible for the following incentive pay which must be reported as special compensation to the California Public Employee Retirement System (CalPERS).

Acting Position Pay

Temporary vacancies in regular allocated/budgeted positions may occur and may be an opportunity for an employee to gain work experience or learn new skills and abilities. An employee temporarily assigned to an acting position in a higher level classification and salary range (performing at least fifty percent-(50%) of the higher position’s duties) shall receive a ten 10% increase to their base pay after working in the acting position for eighty (80) hours or ten (10) full working days, whichever comes first. Payment of the 10% acting pay shall be applied retroactively to the first day of assignment once the eligibility criteria has been met. An employee will be eligible to receive the acting pay effective from the first day of each subsequent assignment to fill the acting position. For employees whose positions are designated to act in the absence of a department, division or section head, those employees will receive a ten percent (10%) increase in base pay

from the first day they are assigned the acting position if there will be at least a thirty (30) day calendar absence of the incumbent. Acting positions or assignments will be no longer than one (1) year in duration. Upon termination of the acting position or assignment, the employee shall be restored to his/her regular position and salary including any salary increase earned.

Bilingual Pay Differential

Employees whose assigned duties involve the use of bilingual skills at least twenty percent (20%) shall receive a differential of \$50 per month.

License Differential

Effective January 2004, employees in the class of Public Works Director/Chief Building Official (retitled from Public Works Director) or Street Operations and Maintenance Manager who possess State of California licensure as a Traffic Engineer or Land Surveyor, may receive a 5% license differential applied to base pay, where the appointing authority approves the use of the license for related duties. The differential may be approved separately for each specified license, for a maximum of a ten percent license differential.

Shift Differential

Regular employees who are required to work fifty percent (50%) or more of their regular work time between 6:00 p.m. and 6:00 a.m. shall receive a shift differential of five percent (5%) of base salary. A regular, non-exempt employee who has his/her shift changed on a short term or temporary basis shall have the differential calculated on a daily basis.

Uniform Special Compensation

In accordance with government code 20636, the City will determine the average monetary value of employer-provided uniforms at the end of the fiscal year to report as special compensation to CalPERS for those employees who are provided a uniform required to worn in the performance of their duties. CalPERS specifically excludes safety items, including boots, vests, coveralls, etc. This special compensation will be added to applicable regular employee earnings in the first pay period of the fiscal year.

Performance Incentive for Results

The City of Rancho Cordova is an organization built on the premise of **results** rather than entitlement, merit or seniority. This vision begins with the Executive Leadership Team of the organization. The Executive Leadership Team has the responsibility of building the infrastructure of this new City while running their respective departments, divisions or programs and inspiring and motivating our employees.

The City has developed a pay-for-performance incentive plan for the Executive Leadership Team which consists of the City Manager, and positions designated as Executive Management. This bonus pay is designed to provide an incentive to these leaders to produce exceptional results for the organization and is not meant to increase base salary.

The City Manager and those positions designated as Executive Management shall be eligible for incentive pay up to a 10% of base pay.

For positions designated as Executive Management, the City Manager will create the performance outcome measures for determining the performance results incentive for the following year at their annual Review and Development meeting.

For the City Manager's incentive, by January 31st of each year, the City Manager and City Council will create performance outcome measures which will provide the basis for determining the performance results incentive for the year.

RECOGNITION INCENTIVE AWARD

The City Manager may authorize a performance pay incentive award program as recognition to an employee or team of employees for exceptional performance. This may be based on performance above and beyond expectations, collective results in ensuring financial success for the City, results that secure new revenues or ongoing cost savings, or outstanding performance that promotes important organizational goals. The City Manager or Department Head may authorize time off or other compensation or awards consistent with the City recognition program guidelines.

COMPENSATION PHILOSOPHY

The City compensation philosophy applies to setting salary ranges for job classifications. It is anticipated that an annual salary survey on "benchmarked" positions will be conducted each year, except in economic downturns where salaries are typically not adjusting. Periodically the City will review the benefits and related costs provided by the City's comparable agencies to ensure the City's total compensation remains competitive.

Comparable Agencies

The salary survey will be conducted with approximately 16 comparable public sector agencies (no private or not for profit sector organizations). The agencies included are competitors for employees in the City's labor force, are within a reasonable distance for employees to commute (i.e., approximately one hour driving distance of Rancho Cordova) and are between 40,000 and 120,000 in population, with the exception of the City and County of Sacramento and the City of Elk Grove. The 16 comparable public sector agencies currently include:

- City of Citrus Heights
- City of Davis
- City of Elk Grove
- City of Fairfield
- City of Folsom
- City of Lincoln
- City of Lodi
- City of Manteca
- City of Rocklin
- City of Roseville

City of Sacramento
 County of Sacramento
 City of West Sacramento
 City of Woodland
 City of Vacaville
 Yuba City

These comparable agencies may be modified by the City Manager based on the availability of data or other reasons.

Market Rate Adjustments

In order to recruit the best talent, the City of Rancho Cordova strives to set salary ranges at 5% above the market average (mean). In some cases internal relationships between positions are an important compensation factor. Internal relationships may be considered instead of limited market data. Hard to recruit positions may receive additional compensation consideration to assist in attracting qualified candidates.

Implementation of the Salary Survey Ranges and Increases to Employee's Salaries

The updated salary schedule will be implemented timely upon completion of salary reviews. The City Manager will hold meetings with employees to discuss the results of the salary survey and changes to the salary schedule.

City of Rancho Cordova
Salary Schedule
Effective July 1, 2011

Attachment A

Classification	Salary Range #	Step A Hourly	Step A Monthly	Step A1 Hourly	Step A1 Monthly	Step B Hourly	Step B Monthly	Step B1 Hourly	Step B1 Monthly	Step C Hourly	Step C Monthly	Step C1 Hourly	Step C1 Monthly	Step D Hourly	Step D Monthly	Step D1 Hourly	Step D1 Monthly	Step E Hourly	Step E Monthly
Accountant	294	\$29.25	\$ 5,070.00	\$29.99	\$ 5,198.02	\$30.75	\$ 5,329.28	\$ 31.52	\$ 5,463.85	\$ 32.32	\$ 5,601.82	\$ 33.13	\$ 5,743.27	\$ 33.97	\$ 5,888.30	\$ 34.83	\$ 6,036.99	\$ 35.71	\$ 6,189.43
Accounting Technician	235	\$21.79	\$ 3,872.94	\$22.34	\$ 3,970.74	\$23.49	\$ 4,071.00	\$24.08	\$ 4,173.80	\$24.69	\$ 4,278.19	\$25.31	\$ 4,387.25	\$25.95	\$ 4,498.03	\$26.61	\$ 4,611.61	\$27.28	\$ 4,728.06
Administrative Assistant	240	\$22.34	\$ 3,872.94	\$22.91	\$ 3,970.74	\$23.49	\$ 4,071.00	\$24.08	\$ 4,173.80	\$24.69	\$ 4,278.19	\$25.31	\$ 4,387.25	\$25.95	\$ 4,498.03	\$26.61	\$ 4,611.61	\$27.28	\$ 4,728.06
Administrative Secretary	211	\$19.33	\$ 3,351.39	\$19.82	\$ 3,436.02	\$20.32	\$ 3,522.78	\$20.84	\$ 3,611.73	\$21.36	\$ 3,702.94	\$21.90	\$ 3,796.44	\$22.46	\$ 3,892.30	\$23.02	\$ 3,990.59	\$23.60	\$ 4,091.36
Animal Services Officer	229	\$21.15	\$ 3,666.18	\$21.69	\$ 3,758.98	\$22.33	\$ 3,853.67	\$22.79	\$ 3,950.98	\$23.37	\$ 4,050.75	\$23.90	\$ 4,153.03	\$24.56	\$ 4,257.90	\$25.19	\$ 4,365.42	\$25.82	\$ 4,475.65
Assistant City Manager	467	\$69.32	\$12,015.36	\$71.07	\$12,318.76	\$72.86	\$12,629.82	\$74.70	\$12,948.74	\$76.59	\$13,275.72	\$78.52	\$13,610.94	\$80.51	\$13,954.64	\$82.54	\$14,307.01	\$84.62	\$14,668.28
Assistant Civil Engineer	320	\$33.30	\$ 5,771.99	\$34.14	\$ 5,917.74	\$35.00	\$ 6,067.17	\$35.89	\$ 6,220.37	\$36.79	\$ 6,377.45	\$37.72	\$ 6,538.49	\$38.67	\$ 6,703.59	\$39.65	\$ 6,872.86	\$40.65	\$ 7,046.41
Assistant Land Surveyor	333	\$30.33	\$ 5,771.99	\$31.14	\$ 5,917.74	\$32.00	\$ 6,067.17	\$32.89	\$ 6,220.37	\$33.79	\$ 6,377.45	\$34.72	\$ 6,538.49	\$35.67	\$ 6,703.59	\$36.65	\$ 6,872.86	\$37.65	\$ 7,046.41
Assistant to the City Manager	376	\$44.03	\$ 7,631.77	\$45.14	\$ 7,824.48	\$46.28	\$ 8,022.62	\$47.45	\$ 8,224.62	\$48.65	\$ 8,432.31	\$49.88	\$ 8,645.23	\$51.14	\$ 8,863.53	\$52.43	\$ 9,087.35	\$53.75	\$ 9,316.82
Associate Civil Engineer	348	\$38.29	\$ 6,637.05	\$39.26	\$ 6,804.65	\$40.25	\$ 6,976.47	\$41.27	\$ 7,152.64	\$42.31	\$ 7,333.25	\$43.38	\$ 7,518.43	\$44.47	\$ 7,708.28	\$45.59	\$ 7,902.92	\$46.75	\$ 8,102.48
Building Inspector II	289	\$28.53	\$ 4,945.13	\$29.25	\$ 5,070.00	\$29.99	\$ 5,198.02	\$30.75	\$ 5,329.28	\$31.52	\$ 5,463.85	\$32.32	\$ 5,601.82	\$33.13	\$ 5,743.27	\$33.97	\$ 5,888.30	\$34.83	\$ 6,036.99
Building Permit Services Supervisor	296	\$29.54	\$ 5,120.83	\$30.29	\$ 5,250.13	\$31.05	\$ 5,382.71	\$31.84	\$ 5,518.63	\$32.64	\$ 5,657.98	\$33.47	\$ 5,800.85	\$34.31	\$ 5,947.33	\$35.18	\$ 6,097.51	\$36.07	\$ 6,251.48
Building Permit Technician I	226	\$20.84	\$ 3,611.73	\$21.36	\$ 3,702.94	\$21.90	\$ 3,796.44	\$22.46	\$ 3,892.30	\$23.02	\$ 3,990.59	\$23.60	\$ 4,091.36	\$24.20	\$ 4,194.67	\$24.81	\$ 4,300.59	\$25.44	\$ 4,408.18
Building Permit Technician II	246	\$23.02	\$ 3,990.59	\$23.60	\$ 4,091.36	\$24.20	\$ 4,194.67	\$24.81	\$ 4,300.59	\$25.44	\$ 4,408.18	\$26.08	\$ 4,520.52	\$26.74	\$ 4,634.67	\$27.41	\$ 4,751.70	\$28.11	\$ 4,871.09
City Clerk	364	\$41.47	\$ 7,188.40	\$42.52	\$ 7,369.82	\$43.59	\$ 7,556.02	\$44.69	\$ 7,746.82	\$45.82	\$ 7,942.43	\$46.98	\$ 8,142.99	\$48.17	\$ 8,348.61	\$49.38	\$ 8,559.42	\$50.63	\$ 8,775.56
City Manager	527	\$83.50	\$16,206.92	\$85.86	\$16,616.16	\$88.28	\$17,035.74	\$90.76	\$17,465.91	\$93.31	\$17,906.95	\$95.92	\$18,353.12	\$98.59	\$18,822.71	\$101.33	\$19,298.01	\$104.15	\$19,785.31
Code Enforcement Officer	265	\$25.31	\$ 4,387.25	\$25.95	\$ 4,498.03	\$26.61	\$ 4,611.61	\$27.28	\$ 4,728.06	\$27.97	\$ 4,847.45	\$28.67	\$ 4,969.86	\$29.40	\$ 5,095.35	\$30.14	\$ 5,224.01	\$30.90	\$ 5,355.93
Communication Advisory Aide	34	\$ 8.00	\$ 1,386.22	\$ 8.20	\$ 1,421.22	\$ 8.41	\$ 1,457.11	\$ 8.62	\$ 1,493.90	\$ 8.84	\$ 1,531.63	\$ 9.06	\$ 1,570.30	\$ 9.29	\$ 1,609.96	\$ 9.52	\$ 1,650.61	\$ 9.76	\$ 1,692.29
Community Services Liaison	273	\$26.34	\$ 4,565.84	\$27.01	\$ 4,681.13	\$27.69	\$ 4,799.34	\$28.39	\$ 4,920.53	\$29.10	\$ 5,044.78	\$29.84	\$ 5,172.16	\$30.59	\$ 5,302.77	\$31.37	\$ 5,436.67	\$32.16	\$ 5,573.95
Council Member	n/a		\$ 500.00																
Customer Service Representative	162	\$15.14	\$ 2,624.75	\$15.53	\$ 2,691.03	\$15.92	\$ 2,758.98	\$16.32	\$ 2,828.65	\$16.73	\$ 2,900.07	\$17.15	\$ 2,973.30	\$17.59	\$ 3,048.38	\$18.03	\$ 3,125.36	\$18.49	\$ 3,204.28
Customer Service Representative Intern	88	\$10.47	\$ 1,814.68	\$10.73	\$ 1,860.50	\$11.00	\$ 1,907.48	\$11.28	\$ 1,955.65	\$11.57	\$ 2,005.03	\$11.86	\$ 2,055.66	\$12.16	\$ 2,107.57	\$12.47	\$ 2,160.78	\$12.78	\$ 2,215.35
Customer Service Specialist	185	\$16.98	\$ 2,943.79	\$17.41	\$ 3,018.13	\$17.85	\$ 3,094.34	\$18.30	\$ 3,172.48	\$18.76	\$ 3,252.58	\$19.24	\$ 3,334.72	\$19.72	\$ 3,418.92	\$20.22	\$ 3,505.25	\$20.73	\$ 3,593.77
Deputy City Clerk	211	\$19.33	\$ 3,351.39	\$19.82	\$ 3,436.02	\$20.32	\$ 3,522.78	\$20.84	\$ 3,611.73	\$21.36	\$ 3,702.94	\$21.90	\$ 3,796.44	\$22.46	\$ 3,892.30	\$23.02	\$ 3,990.59	\$23.60	\$ 4,091.36
Economic Development Director	411	\$24.43	\$ 4,087.35	\$25.11	\$ 4,198.82	\$25.81	\$ 4,316.82	\$26.51	\$ 4,442.38	\$27.23	\$ 4,575.55	\$27.97	\$ 4,715.35	\$28.74	\$ 4,862.80	\$29.53	\$ 5,016.95	\$30.34	\$ 5,178.82
Engineering Technician	296	\$29.54	\$ 5,120.83	\$30.29	\$ 5,250.13	\$31.05	\$ 5,382.71	\$31.84	\$ 5,518.63	\$32.64	\$ 5,657.98	\$33.47	\$ 5,800.85	\$34.31	\$ 5,947.33	\$35.18	\$ 6,097.51	\$36.07	\$ 6,251.48
Executive Assistant to the City Manager	79	\$10.01	\$ 1,735.02	\$10.26	\$ 1,778.83	\$10.52	\$ 1,823.75	\$10.79	\$ 1,869.80	\$11.06	\$ 1,917.02	\$11.34	\$ 1,965.42	\$11.63	\$ 2,015.05	\$11.92	\$ 2,065.94	\$12.22	\$ 2,118.10
Facilities Maintenance Worker	235	\$21.79	\$ 3,777.55	\$22.34	\$ 3,872.94	\$22.91	\$ 3,970.74	\$23.49	\$ 4,071.00	\$24.08	\$ 4,173.80	\$24.69	\$ 4,278.19	\$25.31	\$ 4,387.25	\$25.95	\$ 4,498.03	\$26.61	\$ 4,611.61
Facilities Service Worker	107	\$11.51	\$ 1,995.05	\$11.80	\$ 2,045.43	\$12.10	\$ 2,097.08	\$12.40	\$ 2,150.03	\$12.72	\$ 2,204.33	\$13.04	\$ 2,259.99	\$13.37	\$ 2,317.05	\$13.71	\$ 2,375.56	\$14.05	\$ 2,435.55
Facilities Services Manager	348	\$36.98	\$ 6,409.33	\$37.91	\$ 6,571.18	\$38.87	\$ 6,737.11	\$39.85	\$ 6,907.23	\$40.86	\$ 7,081.65	\$41.89	\$ 7,260.44	\$42.95	\$ 7,443.80	\$44.03	\$ 7,631.77	\$45.14	\$ 7,824.48
Facilities Services Representative	211	\$19.33	\$ 3,351.39	\$19.82	\$ 3,436.02	\$20.32	\$ 3,522.78	\$20.84	\$ 3,611.73	\$21.36	\$ 3,702.94	\$21.90	\$ 3,796.44	\$22.46	\$ 3,892.30	\$23.02	\$ 3,990.59	\$23.60	\$ 4,091.36
Finance Director	434	\$58.80	\$10,191.94	\$60.28	\$10,449.29	\$61.81	\$10,713.15	\$63.37	\$10,983.67	\$64.97	\$11,261.02	\$66.61	\$11,544.38	\$68.29	\$11,836.91	\$70.01	\$12,135.81	\$71.78	\$12,442.26
Graduate Intern	132	\$13.04	\$ 2,259.99	\$13.37	\$ 2,317.05	\$13.71	\$ 2,375.56	\$14.05	\$ 2,435.55	\$14.41	\$ 2,497.05	\$14.77	\$ 2,560.10	\$15.14	\$ 2,624.75	\$15.53	\$ 2,691.03	\$15.92	\$ 2,758.98
Housing and Neighborhood Development Specialist	260	\$24.69	\$ 4,279.19	\$25.31	\$ 4,387.25	\$25.95	\$ 4,498.03	\$26.61	\$ 4,611.61	\$27.28	\$ 4,728.06	\$27.97	\$ 4,847.45	\$28.67	\$ 4,969.86	\$29.40	\$ 5,095.35	\$30.14	\$ 5,224.01
Housing Services Administrator	341	\$36.98	\$ 6,409.33	\$37.91	\$ 6,571.18	\$38.87	\$ 6,737.11	\$39.85	\$ 6,907.23	\$40.86	\$ 7,081.65	\$41.89	\$ 7,260.44	\$42.95	\$ 7,443.80	\$44.03	\$ 7,631.77	\$45.14	\$ 7,824.48
Housing Services Assistant	217	\$19.92	\$ 3,453.20	\$20.43	\$ 3,540.39	\$20.94	\$ 3,629.79	\$21.47	\$ 3,721.45	\$22.01	\$ 3,815.42	\$22.57	\$ 3,911.77	\$23.14	\$ 4,010.54	\$23.72	\$ 4,111.81	\$24.32	\$ 4,215.64
Human Resources Analyst	301	\$30.29	\$ 5,250.13	\$31.05	\$ 5,382.71	\$31.84	\$ 5,518.63	\$32.64	\$ 5,657.98	\$33.47	\$ 5,800.85	\$34.31	\$ 5,947.33	\$35.18	\$ 6,097.51	\$36.07	\$ 6,251.48	\$36.98	\$ 6,409.33
Human Resources Manager	385	\$46.05	\$ 7,992.15	\$47.21	\$ 8,183.70	\$48.41	\$ 8,380.35	\$49.63	\$ 8,587.22	\$50.88	\$ 8,794.44	\$52.17	\$ 8,942.14	\$53.48	\$ 9,097.46	\$54.83	\$ 9,504.56	\$56.22	\$ 9,744.56
Human Resources Technician	260	\$24.69	\$ 4,279.19	\$25.31	\$ 4,387.25	\$25.95	\$ 4,498.03	\$26.61	\$ 4,611.61	\$27.28	\$ 4,728.06	\$27.97	\$ 4,847.45	\$28.67	\$ 4,969.86	\$29.40	\$ 5,095.35	\$30.14	\$ 5,224.01
Information Technology Analyst	298	\$29.84	\$ 5,172.16	\$30.59	\$ 5,302.77	\$31.37	\$ 5,436.67	\$32.16	\$ 5,573.95	\$32.97	\$ 5,714.70	\$33.80	\$ 5,860.00	\$34.66	\$ 6,008.95	\$35.53	\$ 6,158.63	\$36.43	\$ 6,314.15
Information Technology Manager	385	\$46.05	\$ 7,992.15	\$47.21	\$ 8,183.70	\$48.41	\$ 8,380.35	\$49.63	\$ 8,587.22	\$50.88	\$ 8,794.44	\$52.17	\$ 8,942.14	\$53.48	\$ 9,097.46	\$54.83	\$ 9,504.56	\$56.22	\$ 9,744.56
Information Technology Technician	270	\$25.95	\$ 4,498.03	\$26.61	\$ 4,611.61	\$27.28	\$ 4,728.06	\$27.97	\$ 4,847.45	\$28.67	\$ 4,969.86	\$29.40	\$ 5,095.35	\$30.14	\$ 5,224.01	\$30.90	\$ 5,355.93	\$31.68	\$ 5,491.17
Integrated Waste Manager	361	\$40.86	\$ 7,081.65	\$41.89	\$ 7,260.47	\$42.95	\$ 7,443.80	\$44.03	\$ 7,631.77	\$45.14	\$ 7,824.48	\$46.28	\$ 8,022.06	\$47.45	\$ 8,224.62	\$48.65	\$ 8,432.31	\$49.88	\$ 8,645.23
Management Analyst I	292	\$28.96	\$ 5,019.68	\$29.69	\$ 5,146.43	\$30.44	\$ 5,276.39	\$31.21	\$ 5,409.62	\$32.00	\$ 5,546.22	\$32.81	\$ 5,686.27	\$33.63	\$ 5,829.85	\$34.48	\$ 5,977.07	\$35.35	\$ 6,127.99
Management Analyst II	322	\$33.63	\$ 5,829.85	\$34.48	\$ 5,977.07	\$35.35	\$ 6,127.99	\$36.25	\$ 6,282.73	\$37.16	\$ 6,441.38	\$38.10	\$ 6,604.03	\$39.06	\$ 6,770.79	\$40.05	\$ 6,941.77	\$41.06	\$ 7,117.05
Management Technician	260	\$24.69	\$ 4,279.19	\$25.31	\$ 4,387.25	\$25.95	\$ 4,498.03	\$26.61	\$ 4,611.61	\$27.28	\$ 4,728.06	\$27.97	\$ 4,847.45	\$28.67	\$ 4,969.86	\$29.40	\$ 5,095.35	\$30.14	\$ 5,224.01
Neighborhood Services Manager	364	\$41.47	\$ 7,188.40	\$42.52	\$ 7,369.82	\$43.59	\$ 7,556.02	\$44.69	\$ 7,746.82	\$45.82	\$ 7,942.43	\$46.98	\$ 8,142.99	\$48.17	\$ 8,348.61	\$49.38	\$ 8,559.42	\$50.63	\$ 8,775.56
Office Aide	34	\$ 8.00	\$ 1,386.22	\$ 8.20	\$ 1,421.22	\$ 8.41	\$ 1,457.11	\$ 8.62	\$ 1,493.90	\$ 8.84	\$ 1,531.63	\$ 9.06	\$ 1,570.30	\$ 9.29	\$ 1,609.96	\$ 9.52	\$ 1,650.61	\$ 9.76	\$ 1,692.29
Principal Building Inspector	330	\$35.00	\$ 6,067.17	\$35.89	\$ 6,220.37	\$36.79	\$ 6,377.45	\$37.72	\$ 6,538.49	\$38.67	\$ 6,703.59	\$39.65	\$ 6,872.86	\$40.65	\$ 7,046.41	\$41.68	\$ 7,224.34	\$42.73	\$ 7,406.77
Principal Project Manager	368	\$42.31	\$ 7,333.25	\$43.38	\$ 7,518.43	\$44.47	\$ 7,708.28	\$45.59	\$ 7,902.92	\$46.75	\$ 8,102.48	\$47.93	\$ 8,307.86	\$49.14	\$ 8,516.54	\$50.38	\$ 8,731.90	\$51.65	\$ 8,952.39
ic Information and Legislative Affairs Manager	341	\$36.98	\$ 6,409.33	\$37.91	\$ 6,571.18	\$38.87	\$ 6,737.11	\$39.85	\$ 6,907.23	\$40.86	\$ 7,081.65	\$41.89	\$ 7,260.47	\$42.95	\$ 7,443.80	\$44.03	\$ 7,631.77	\$45.14	\$ 7,824.48
ic Works Director/Chief Building Official	447	\$62.7																	

MEMORANDUM



DATE: November 5, 2012

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: **LENNAR HOMES OF CALIFORNIA (ANATOLIA III VILLAGE 19 & 24) RESIDENTIAL DESIGN REVIEW; PROJECT NO. DD7661 – LOCATED AT KAVALA RANCH SUBDIVISION (ANATOLIA III), EAST OF SUNRISE BOULEVARD AND NORTH OF KEIFER ROAD**

PROPERTY OWNER: Lennar Homes of California 1420 Rocky Ridge Drive, Suite 320 Roseville, CA 95661	APPLICANT/DEVELOPER: Lennar Homes of California Mr. Don Barnett 1420 Rocky Ridge Drive, Suite 320 Roseville, CA 95661
PROJECT: Lennar Homes of California (Anatolia III Village 19 & 24) Residential Design Review FILE: DD7661 LOCATION: Kavala Ranch Subdivision (Anatolia III), east of Sunrise Blvd and north of Keifer Road. APN: Lots within Villages 19 and 24. PLANNER: William Campbell	

RECOMMENDATION

Adopt Resolution No. 104-2012

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the applicant to proceed with the development of the presented design package, which proposes three single story and one two story medium sized homes (2,616 to 2,982 square feet) with consistent designs that should blend well with the existing homes in the Kavala Ranch development. The proposed plans are consistent with the City's adopted Design Guidelines and are consistent with the high quality of the other Lennar Home developments.

ADVANCES GOALS: 1 and 2.

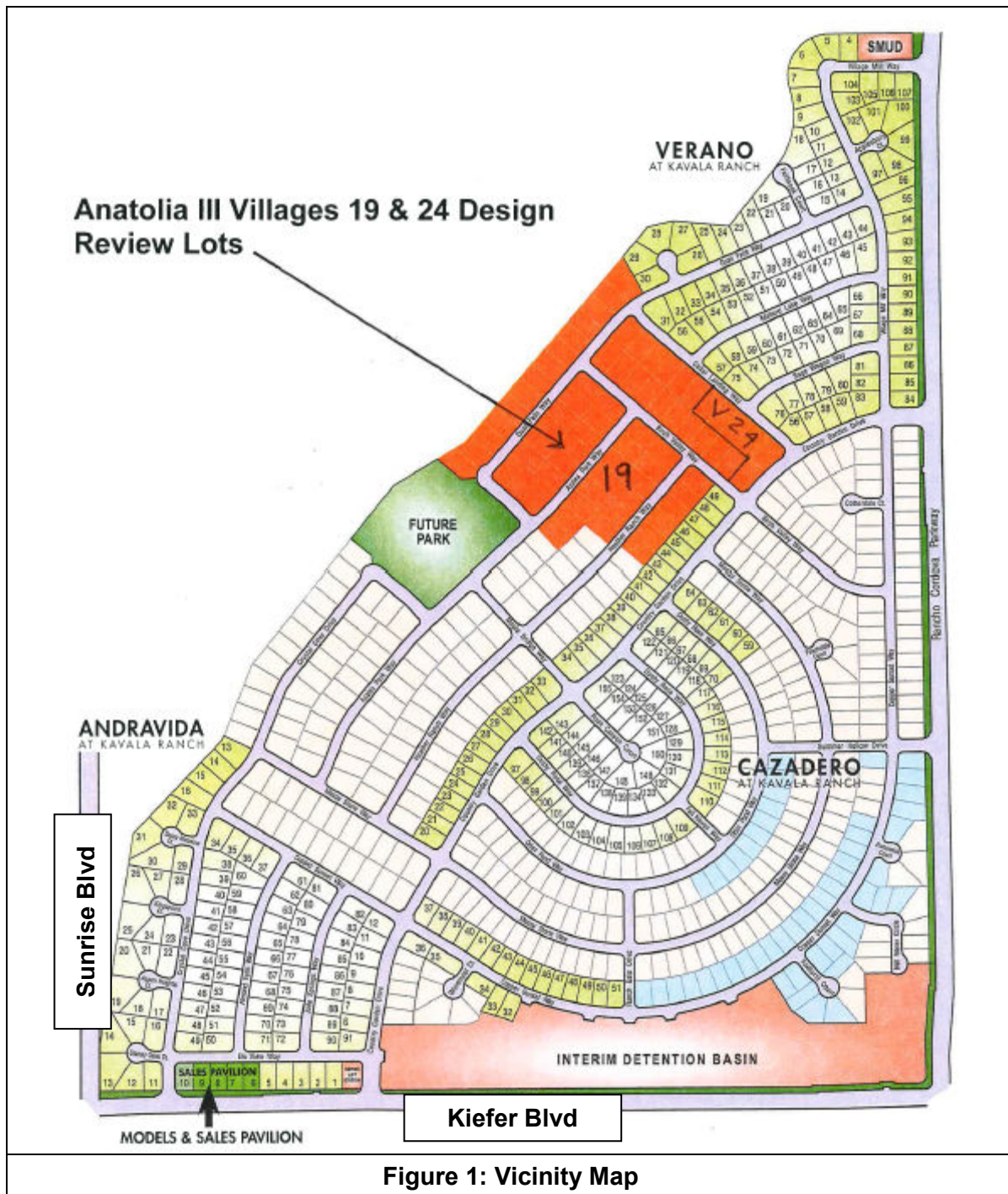


Figure 1: Vicinity Map

BACKGROUND

Staff has worked closely with the applicant, beginning with a pre-application meeting. The applicant has been responsive to many of staff's requests, including the use of decorative garage doors, the use of higher quality materials, and improving the overall aesthetic of the architectural styles. In addition, sidewalks are provided from the driveway to the side yard gate on the garage side. This improvement provides the home

owner easy access to transport refuse/recycling containers to the street on collection day and to neatly store the containers behind the side yard fence during the week.

Architectural Styles

Each of the four proposed floor plans will have three exterior elevation styles: “Italian Villa”, “French Normandy” and “Western Craftsman”. These architectural styles have been used in and around the subject property and will be consistent with the other production homes in Kavala Ranch. Each architectural style provides base features or details, along with colors and materials that will be in context to existing homes in the area. Attached to the Resolution, **Exhibit A** is the design package that provides a description of the qualities of the architectural styles and the floor plans and elevations. Also provided are the color choices and preliminary landscape plans for the front yard improvements. Lastly, Lennar homes will continue to provide solar as a standard feature of their homes, as long as the SMUD rebate program remains active.

Garage Orientation

All the proposed plans meet the City’s garage orientation policy, which only requires no more than two of the four master home plans to have the primary living area of the home extending beyond the garage. In addition, plans one, two and four provide a third car tandem space within the garage and plan three has a single car side entry garage turned 90 degrees to the street.

Design Review Findings

In accordance with Zoning Code Section 23.140, master home plans for single-family residential subdivisions must obtain Design Review approval. The proposed plans were evaluated for consistency with the Zoning Code and the Design Guidelines. Design Review approvals shall be granted only when the all of the findings defined in Zoning Code Section 23.140.050 can be made. The required findings and the evidence to support them are contained in Resolution No.104-2012 (**Attachment 1**).

RECOMMENDED MOTION

Move the City Council determine the Mitigated Negative Declaration prepared for the Anatolia III Subdivision, adopted by the County, adequately addresses the environmental impacts for the project and adopt Resolution No. 104-2012 approving the Design Review for portions of Kavala Ranch Villages 19 and 24 subject to the attached Design Review Package (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

ATTACHMENTS

1. Resolution No. 104-2012, including Design Review Package (**Exhibit A**) and Conditions of Approval (**Exhibit B**).
2. 500’ radius map & mailing list.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 104-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A DESIGN REVIEW FOR PORTIONS OF KAVALA RANCH (ANATOLIA III)
VILLAGES 19 AND VILLAGE 24, PROJECT NO. DD7661**

WHEREAS, Lennar Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for Design Review approval of portions of Villages 19 and 24 of the Kavala Ranch Subdivision, also known as Anatolia III, with four new floor plans with three architectural styles per plan; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan Environmental Impact Report (EIR) and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for Anatolia I, II and III adopted in March 2003 by the County of Sacramento Board of Supervisors, thereby satisfying the requirements for the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

1. Determine the Mitigated Negative Declaration is adequate and complete according to the Guidelines of the California Environmental Quality Act.
 - a) Finding: The project site has been analyzed as part of the Sunridge Specific Plan EIR, and the Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III in compliance with the California Environmental Quality Act.

Evidence: The City of Rancho Cordova readopted the Sunridge Specific Plan EIR, which the tiered Mitigated Negative Declaration for the Anatolia Subdivisions I, II and III was based upon. The environmental issues of aesthetics of the development for the project site were adequately addressed within the two (2) documents. This project will not create any significant adverse impact on the environment.

2. Approve the Design Review, subject to the Design Review Package (**Exhibit A**) and the Conditions of Approval (**Exhibit B**) as modified; supported by the following Findings and Evidence, as required by Zoning Code Section 23.140.050:
 - a) Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The General Plan designation for the subject property is Low Density Residential (LDR), and the property is Zoned RD-4 in the Kavala Ranch project area. Single-family residential homes are consistent with both designations. The proposed

ATTACHMENT 1

home plans have been designed to meet the applicable regulations of the Design Guidelines and Zoning requirements, including setbacks, height regulations, and garage orientation.

- b) Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The developer has presented a design package which includes four different floor plans that will have three elevations per plan, for a total of twelve basic architectural configurations. Several different exterior color palettes are offered for each elevation style. The color and materials palettes include different roof tile profiles and colors, as well as a variety of stone veneers for the architectural styles. These textures will enhance the character of the partially built neighborhood into which these homes will be built. The Developer has not provided a pre-plotted exhibit showing the house plans on their respective lots for initial review; therefore Conditions of Approval (**Exhibit B**) have been developed to mix the size, architectural design, building offsets and massing of the new homes.

- c) Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The proposed architecture and landscaping are complementary to the existing homes built in Kavala Ranch. The new home plans range from 2,616 to 2,982 square feet, which is an increase in average size from previous submittals by other builders. Three architectural styles are proposed with the new plans: Italian Villa, French Normandy and Western Craftsman. Generally, each design is respectful to the details of that style. The color and material palettes are complementary to the surrounding homes, including stucco, horizontal siding, and masonry veneers as appropriate to each architectural style. All elevations and architectural style palettes are included in the Design Review Package (**Exhibit A**).

- d) Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The subdivision map was approved prior to this Design Review action. Vehicular, bicycle, and pedestrian circulation were studied and accepted as part of that prior approval. This Design Review approval will not impede any of the approved transportation modes.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

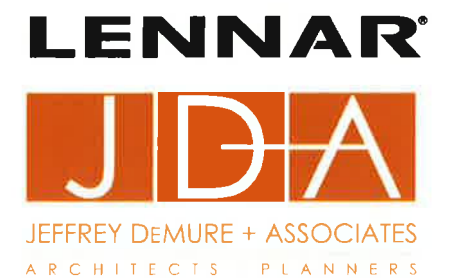
ABSTAIN:

David M Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

October 25, 2012



ANATOLIA III PORTIONS OF VILLAGES 19 & 24

City of Rancho Cordova, California

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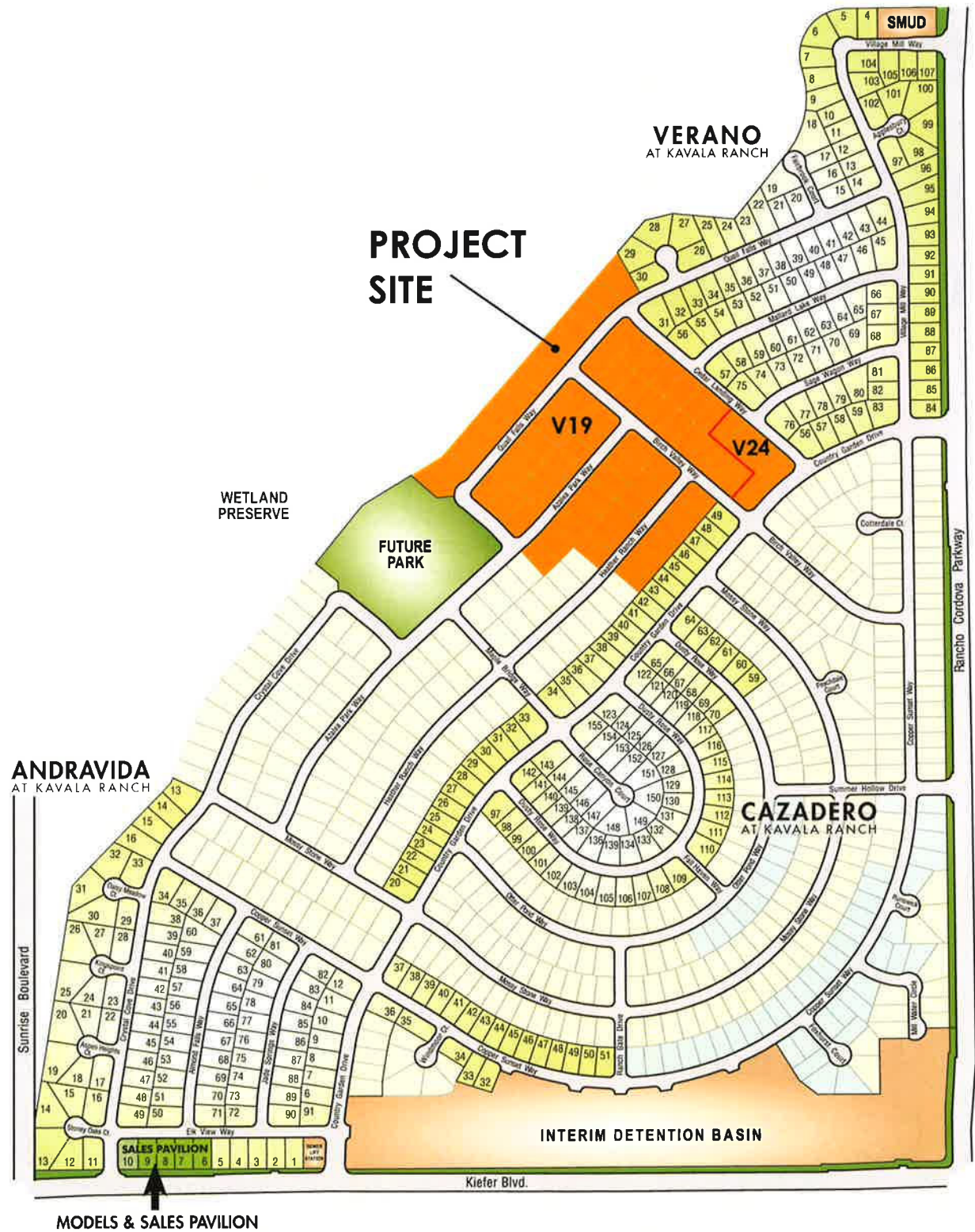
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Vicinity Map



JEFFREY DEMURE + ASSOCIATES
5905 GRANITE LAKE DRIVE, SUITE 140
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Anatolia Village 19
City of Rancho Cordova, California

LENNAR®

Streetscape & Architectural Styles



Italian Villa



Distinct features of Italian Villa architecture are influenced by the emergence of world travel in the late 1800's; with the ability to travel to Italy, Americans experienced the architecture first hand and began to bring elements of the style back to America. Italian Villa architecture is simple and formal, with details such as arches and decorative window surrounds characterizing the style. Roof forms are simple with low pitches.

French Normandy



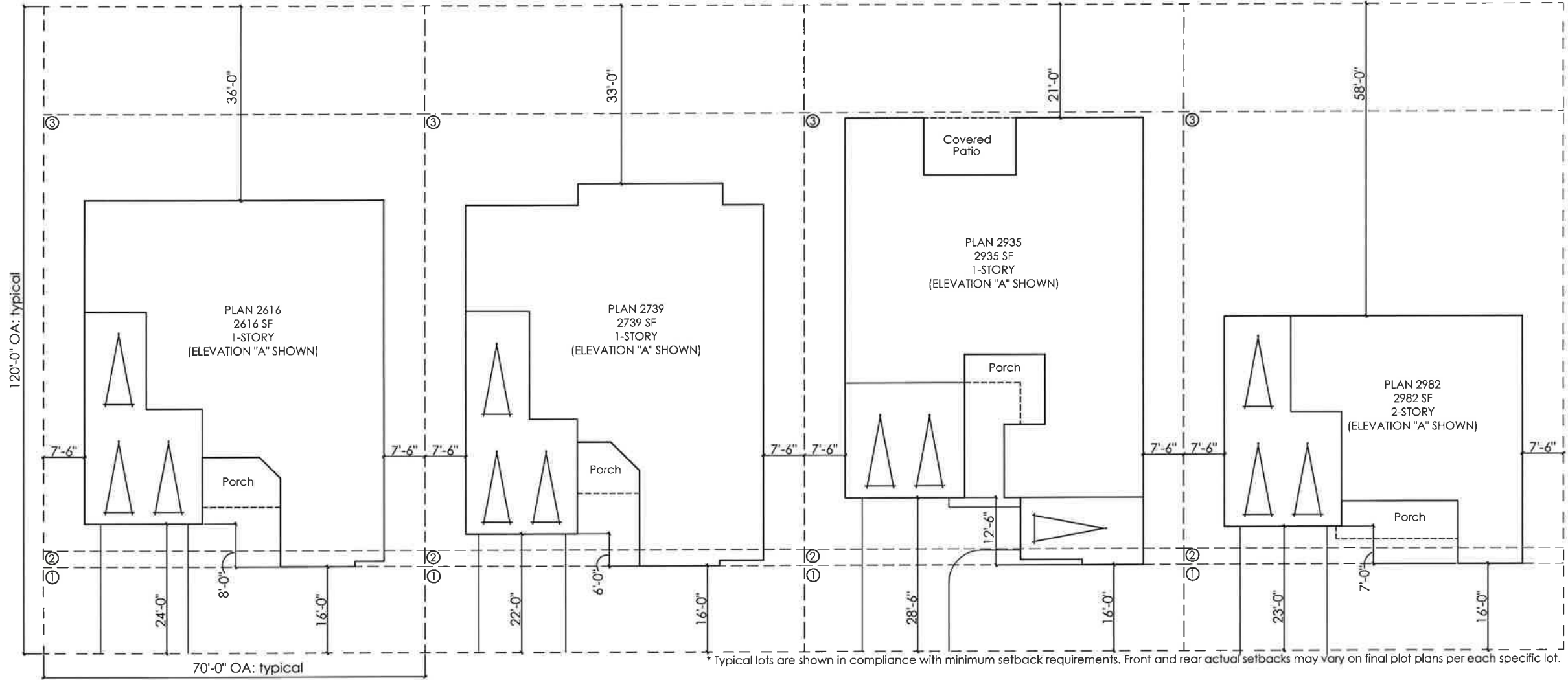
The French Normandy style incorporates many adapted French styles brought to the United States after World War I. This style is also commonly referred to as the French Cottage and blends the best design elements of rural French countryside homes. French style architecture is characterized by its picturesque detailing, such as shutters, gable siding accents, and steeply pitched roofs.

Western Craftsman



The Craftsman style home is simple, informal and efficient, and the exteriors emphasize the use of natural materials. The Craftsman style primarily exhibits horizontal floor plans and long over-hanging eaves. True to the nature of the design, exteriors are often painted to blend with the home's natural surroundings. Craftsman homes are characterized by exposed or expressive structural elements like battered columns and knee braces at the eaves.

Setbacks



* Typical lots are shown in compliance with minimum setback requirements. Front and rear actual setbacks may vary on final plot plans per each specific lot.

Anatolia Village 19
09.25.2012

- Minimum Setbacks*:
- ① Side-load garage / Living: 16'-0"
 - ② Garage Front: 19'-0"
 - ③ Rear: 20'-0"
 - Sides: 5'-0" / 4'-0"

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Plan 1 - Floor Plan 2,616 SF



MAIN FLOOR
ELEVATION "A" SHOWN



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GRANITE BAY, CA 95746
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Anatolia Village 19
City of Rancho Cordova, California

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Plan 1 - Elevation 'A' Italian Villa

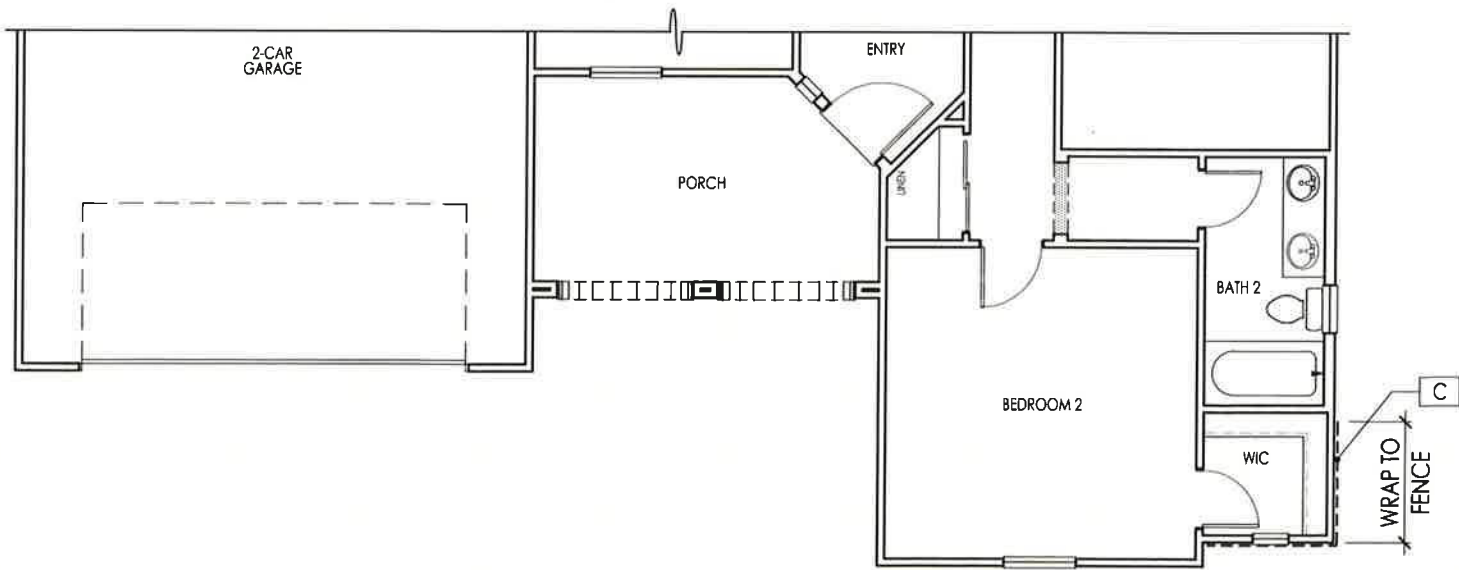
Color Scheme 1



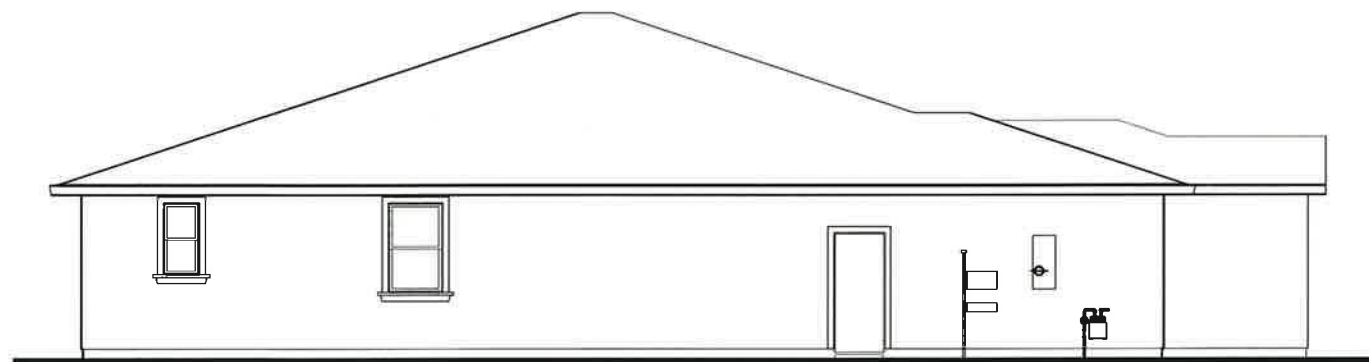
Material Key

- A Flat concrete tile roof
- B Exterior stucco
- C Exterior stucco wainscot
- D Stucco trim
- E Faux pre-cast stucco trim
- F Steel sectional roll-up door, type per elevation style

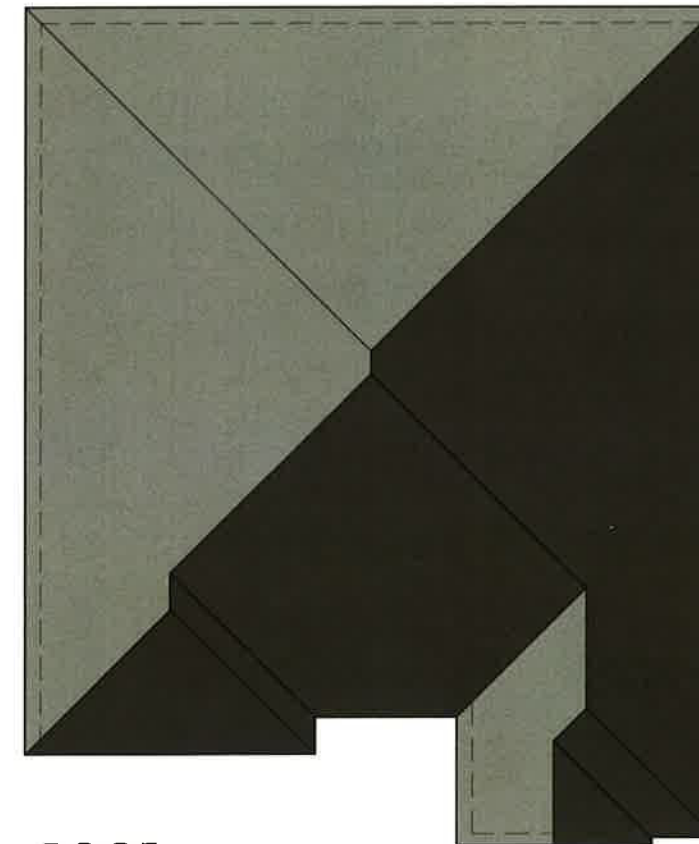
FRONT



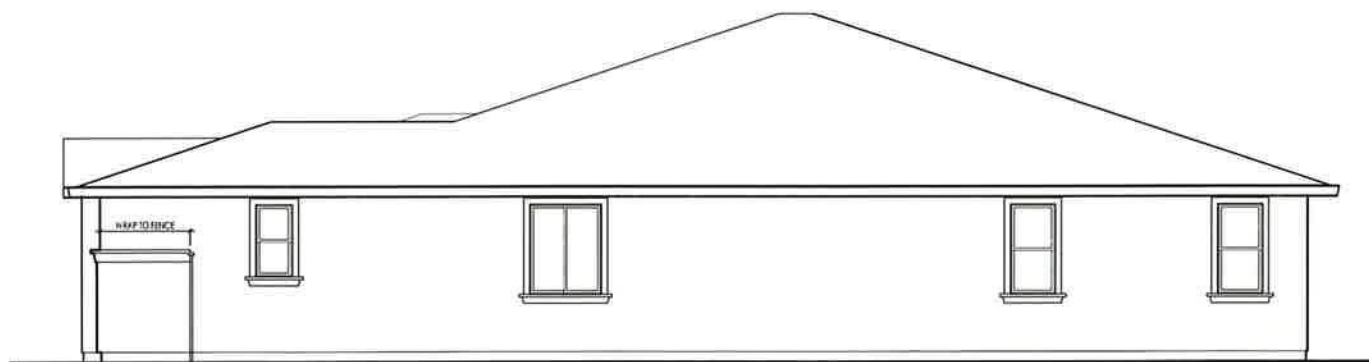
Plan 1 - Elevation 'A' - Sides & Rear, Roof



LEFT



ROOF



RIGHT



REAR

Plan 1 - Elevation 'B' French Normandy

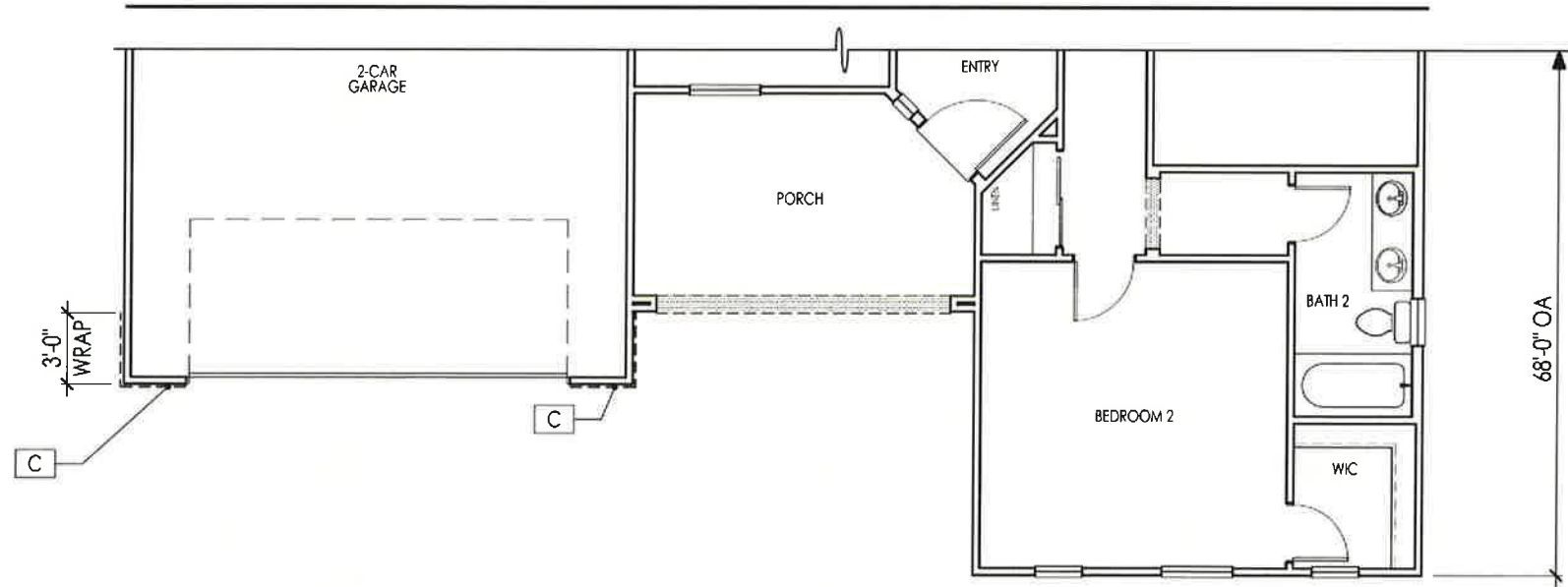
Color Scheme 5



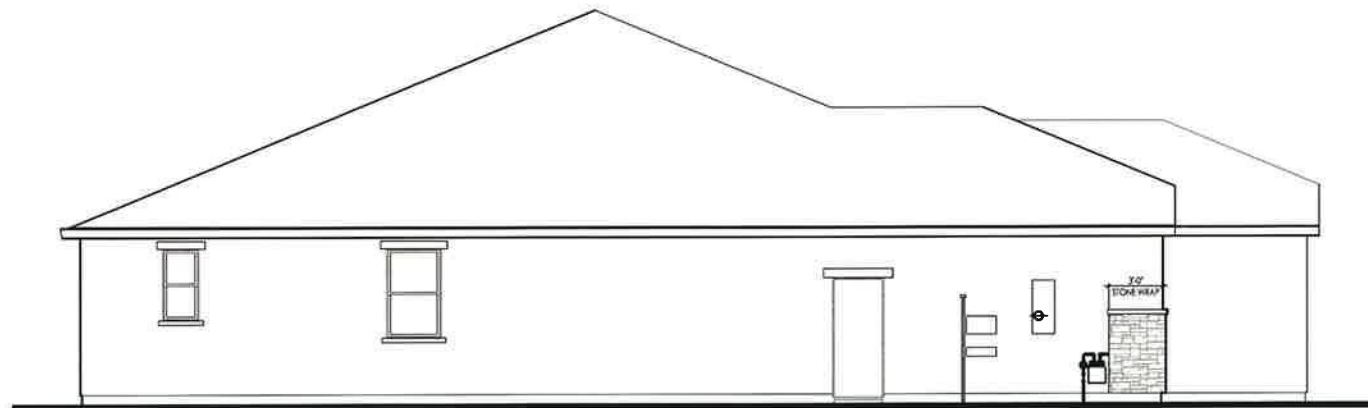
Material Key

- A Flat concrete tile roof
- B Exterior stucco
- C Exterior stone veneer
- D Stucco trim
- E Faux wood corbel
- F Faux wood bracket
- G Faux wood shutter
- H Steel sectional roll-up door, type per elevation style

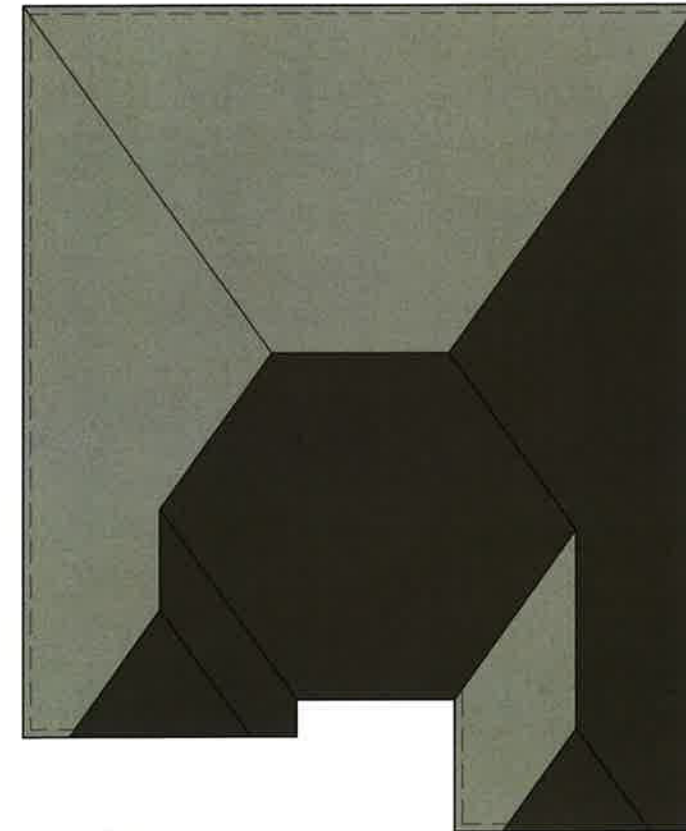
FRONT



Plan 1 - Elevation 'B' - Sides & Rear, Roof



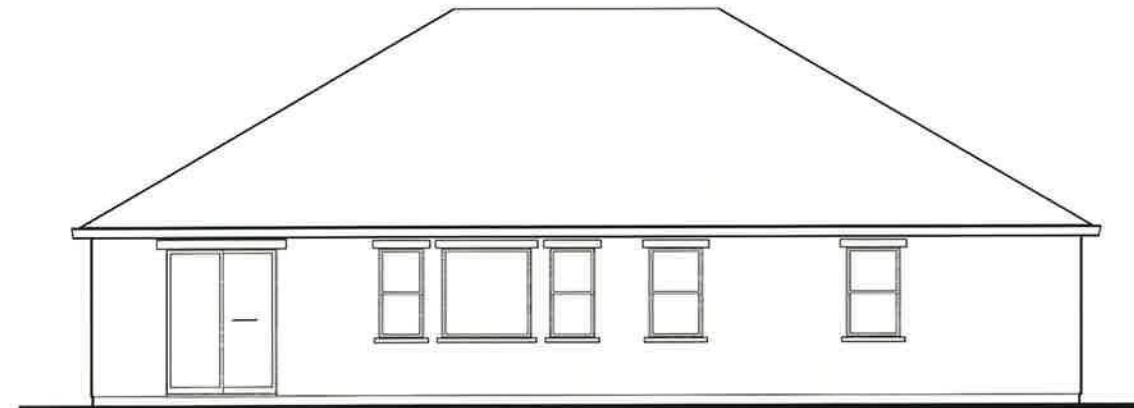
LEFT



ROOF



RIGHT



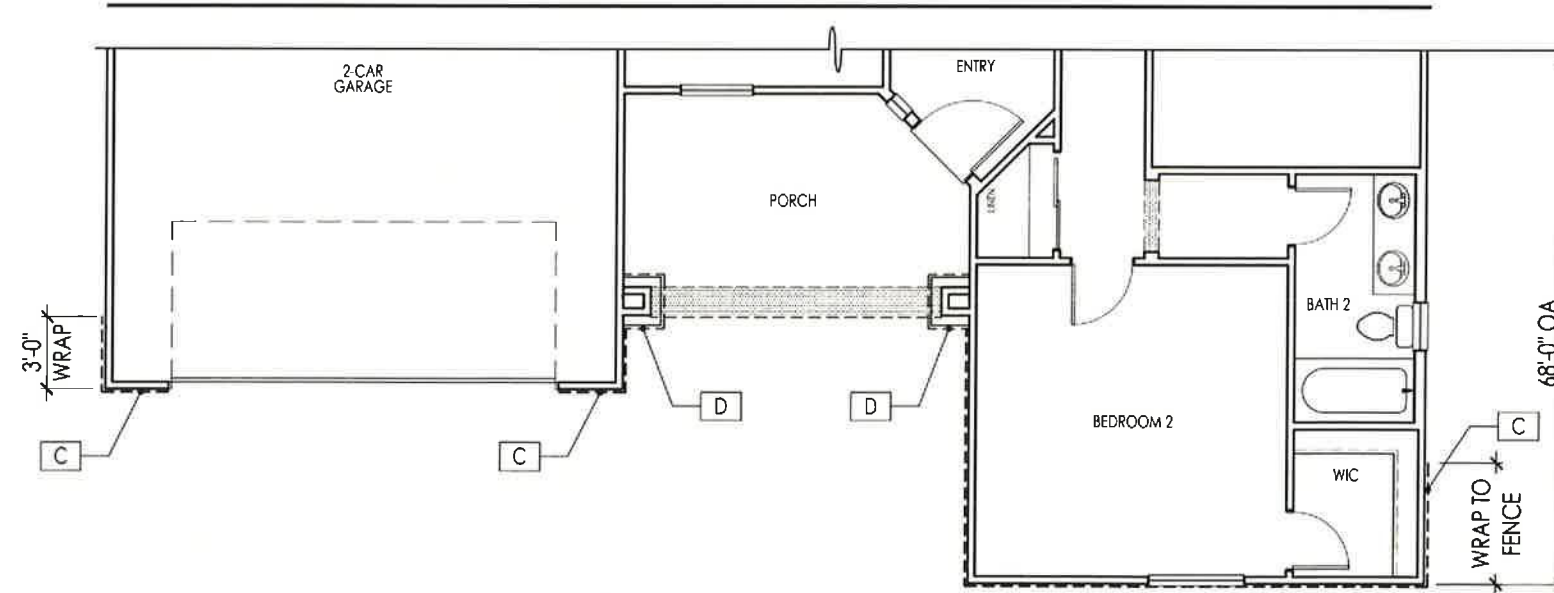
REAR

Color Scheme 9

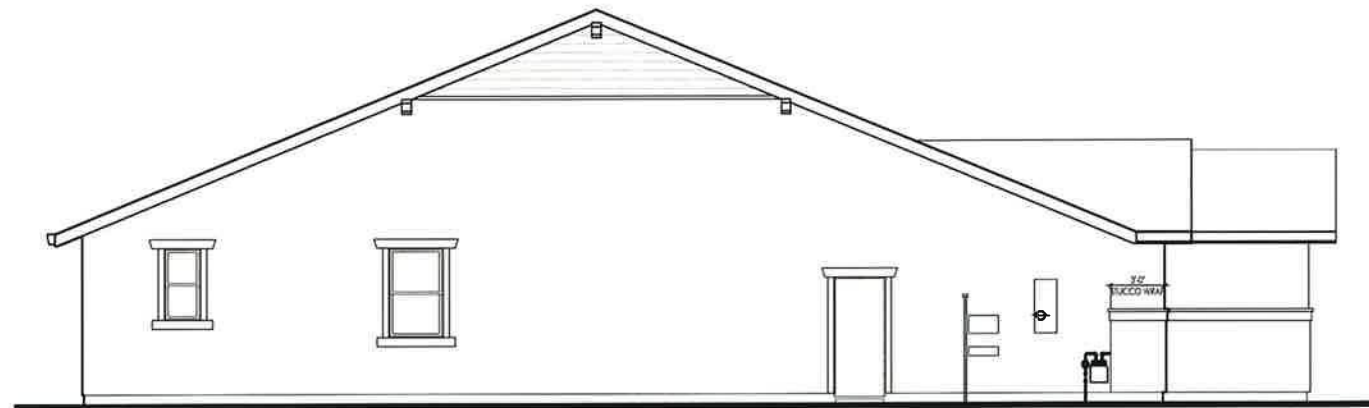


- ☐ A Flat concrete tile roof
- ☐ B Exterior stucco
- ☐ C Exterior stucco wainscot
- ☐ D Exterior stone veneer
- ☐ E Horizontal siding, 6" exposure
- ☐ F Stucco trim
- ☐ G Wood trim
- ☐ H Wood beam
- ☐ I Steel sectional roll-up door, type per elevation style

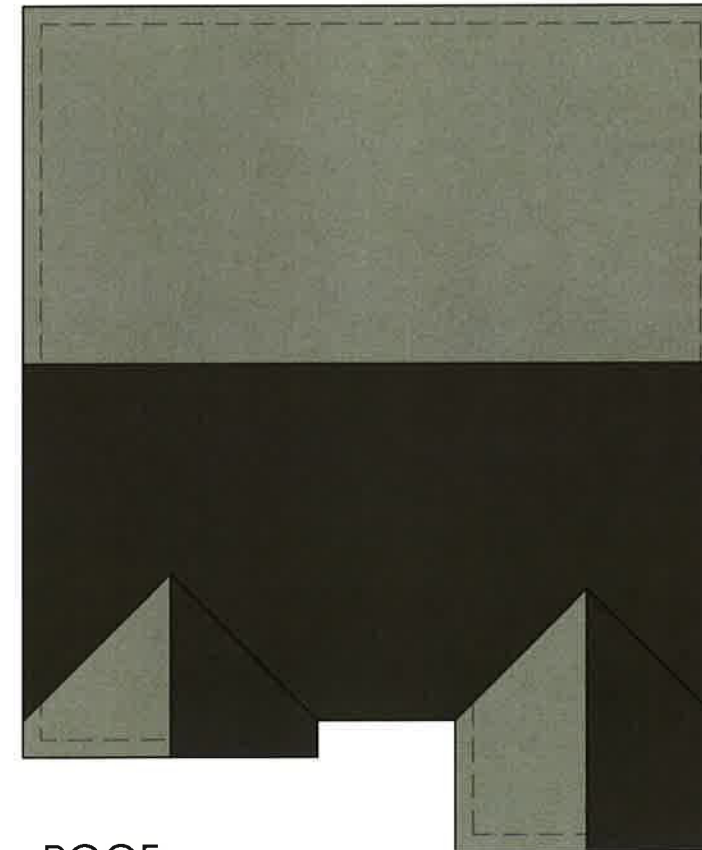
FRONT



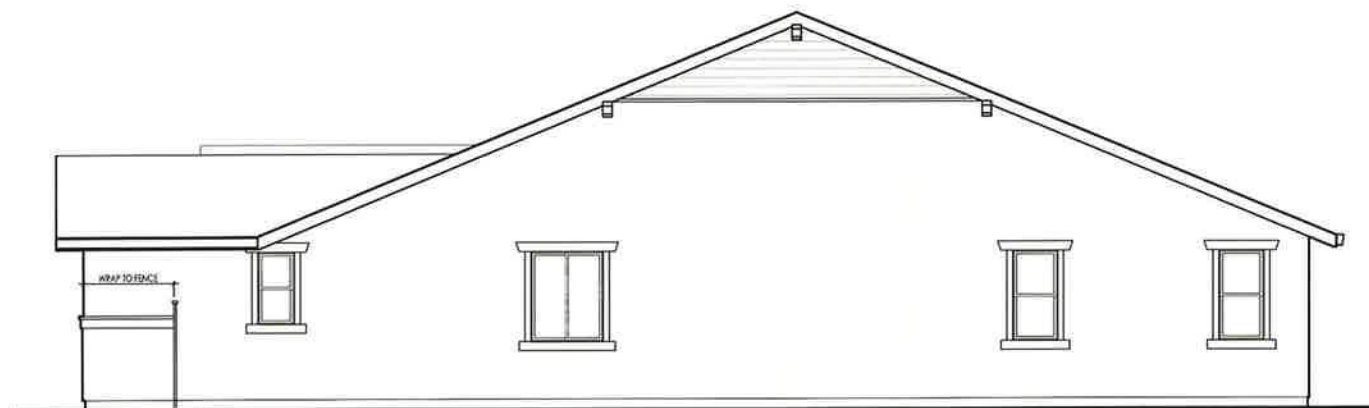
Plan 1 - Elevation 'C' - Sides & Rear, Roof



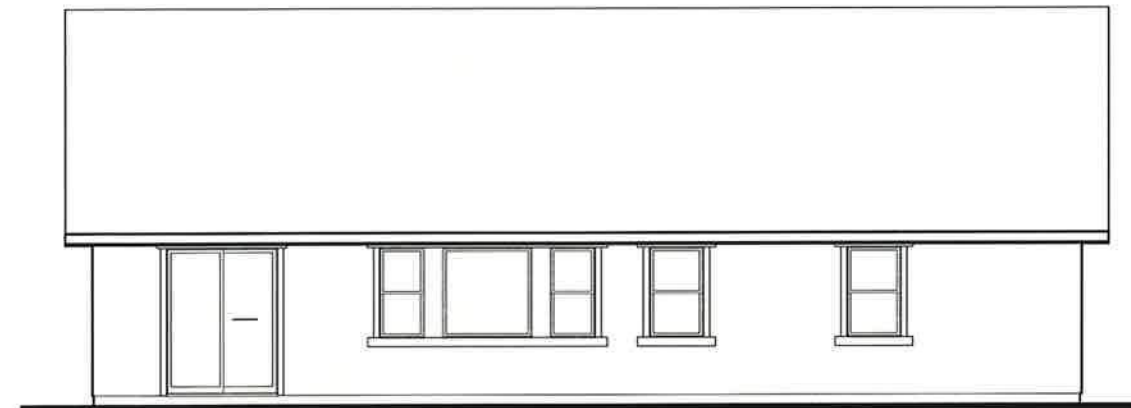
LEFT



ROOF



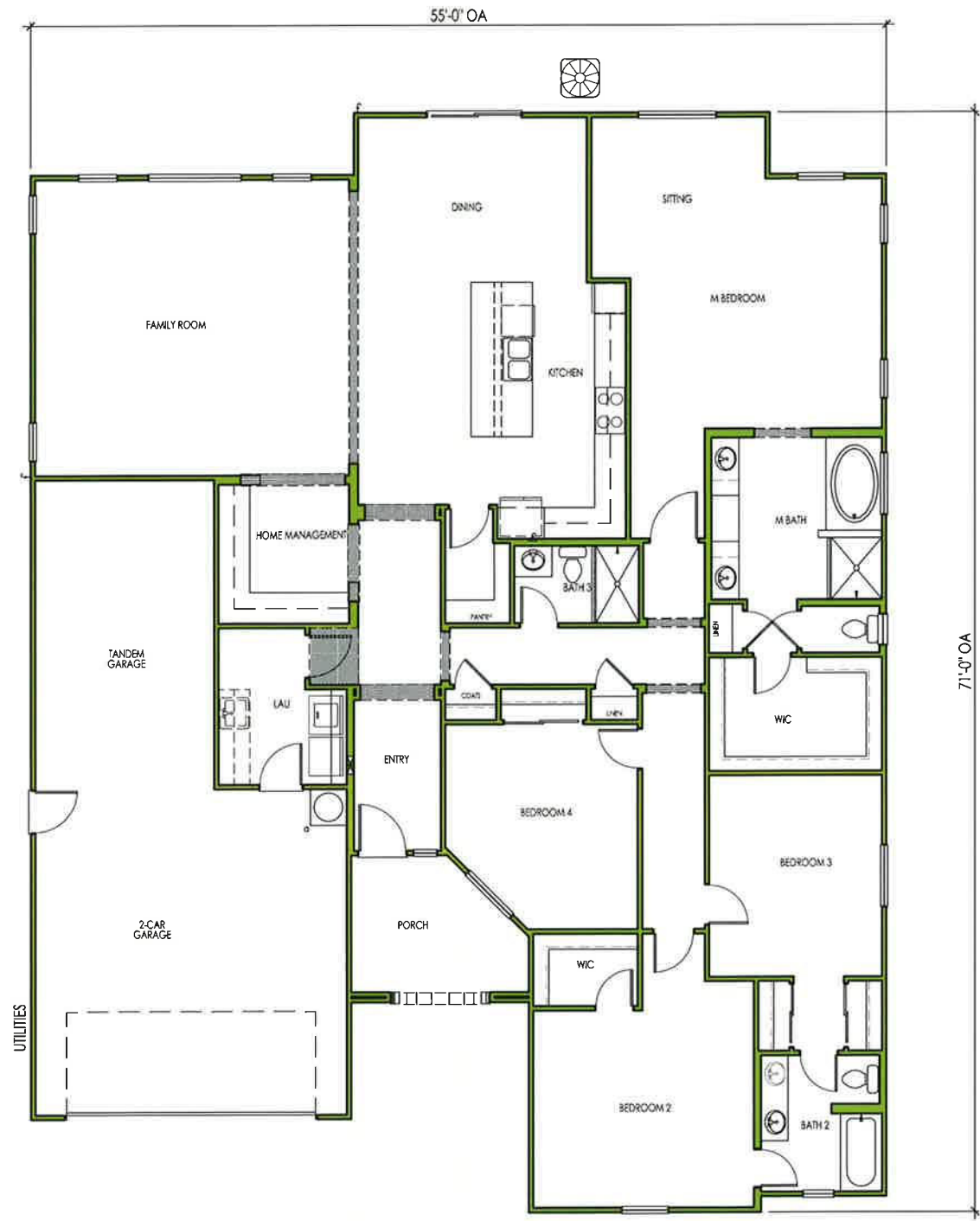
RIGHT



REAR

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Plan 2 - Floor Plan 2,739 SF



MAIN FLOOR
ELEVATION "A" SHOWN

Plan 2 - Elevation 'A' Italian Villa

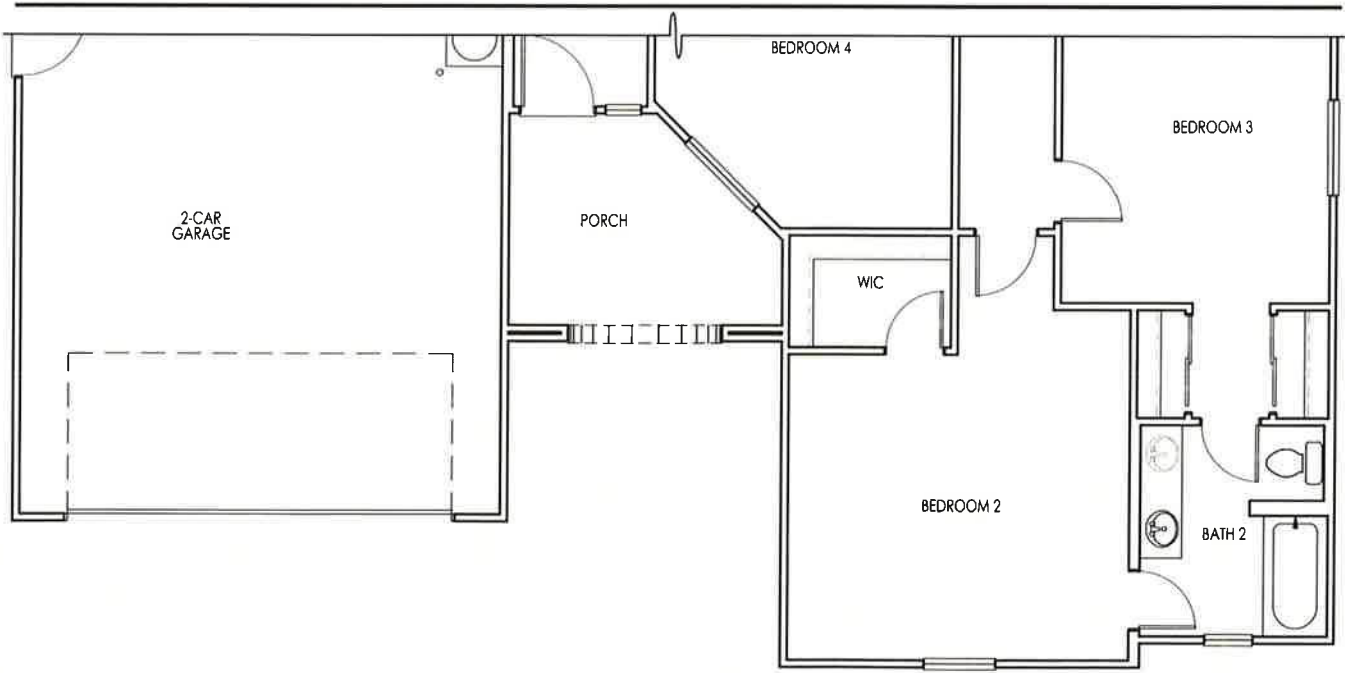
Color Scheme 2



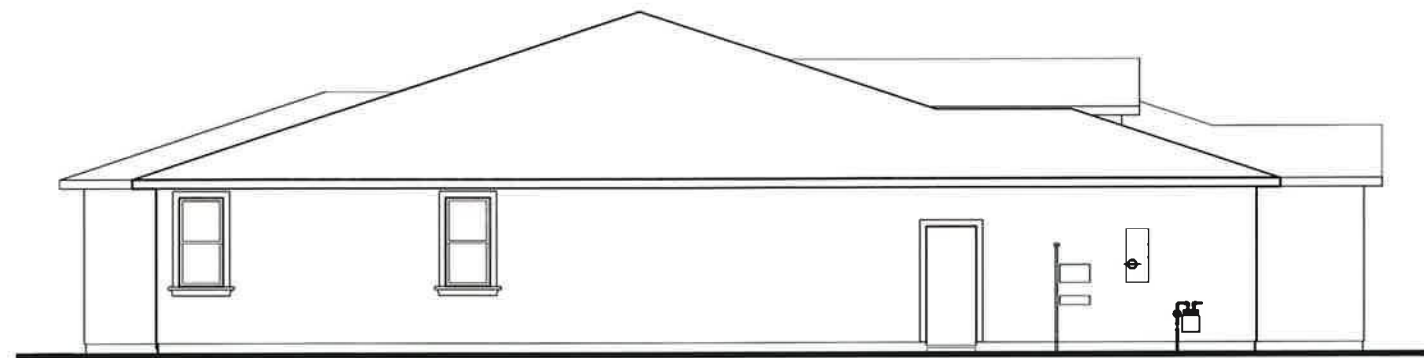
Material Key

- A Flat concrete tile roof
- B Exterior stucco
- C Stucco trim
- D Faux pre-cast stucco trim
- E Faux gable-end vent
- F Steel sectional roll-up door, type per elevation style

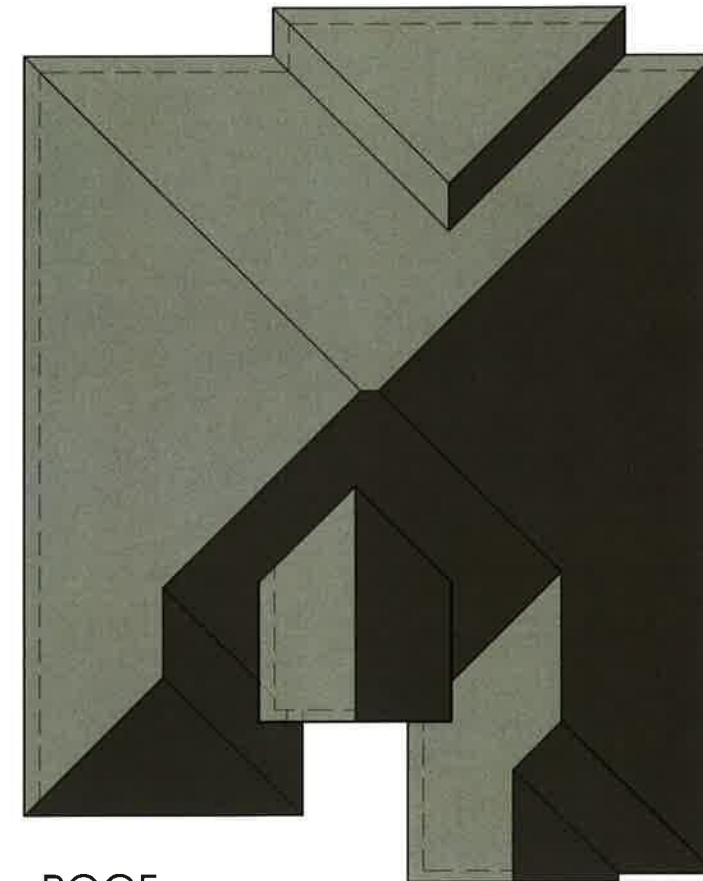
FRONT



Plan 2 - Elevation 'A' - Sides & Rear, Roof



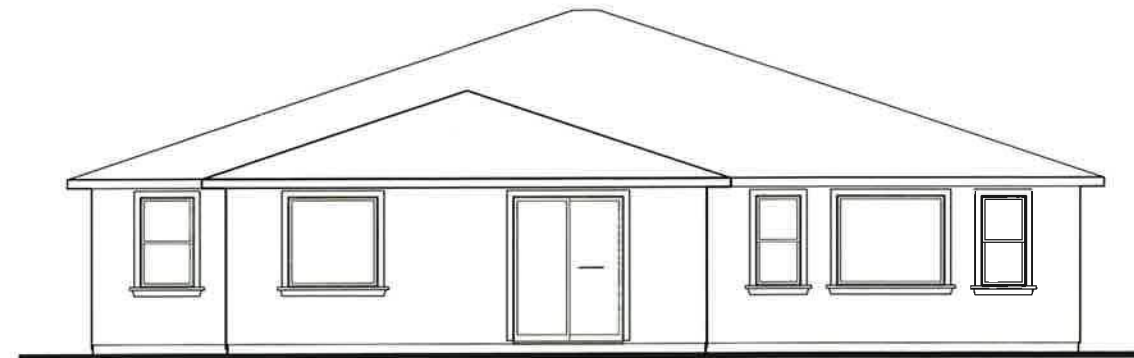
LEFT



ROOF



RIGHT



REAR

Plan 2 - Elevation 'B' French Normandy

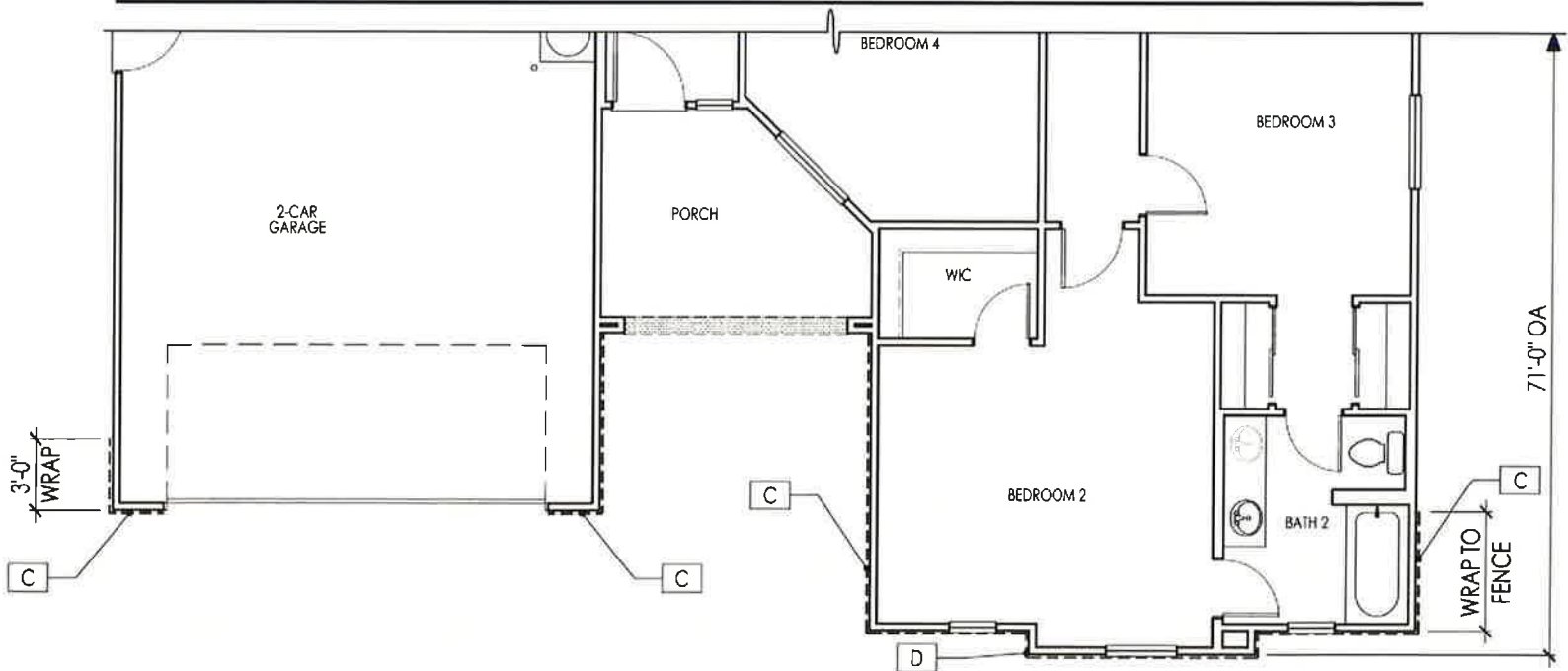
Color Scheme 6



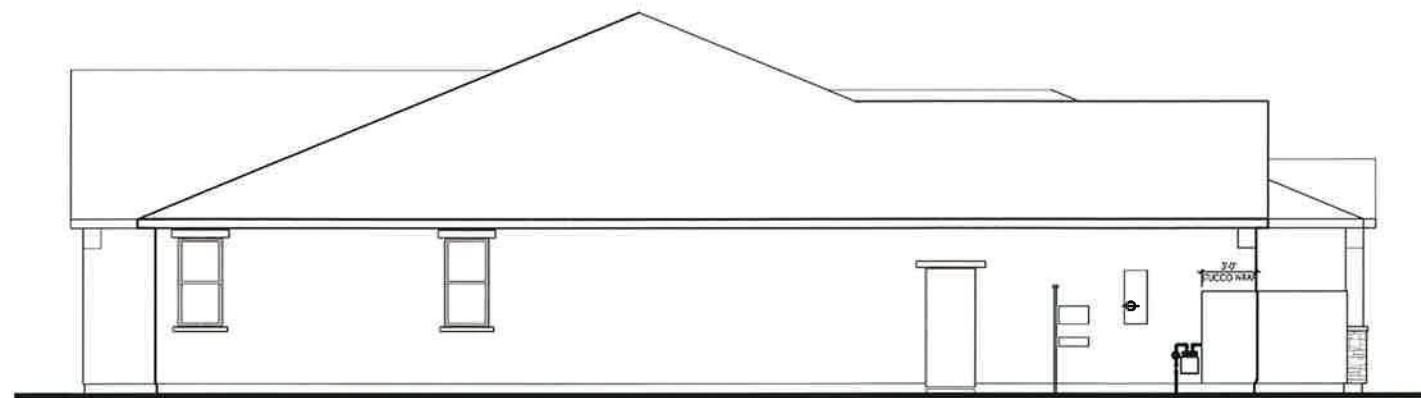
Material Key

- A Flat concrete tile roof
- B Exterior stucco
- C Exterior stucco wainscot
- D Exterior stone veneer
- E Horizontal siding, 8" exposure
- F Stucco corbel at eave
- G Stucco trim
- H Faux wood bracket
- I Faux wood shutter
- J Faux gable-end vent
- K Steel sectional roll-up door, type per elevation style

FRONT



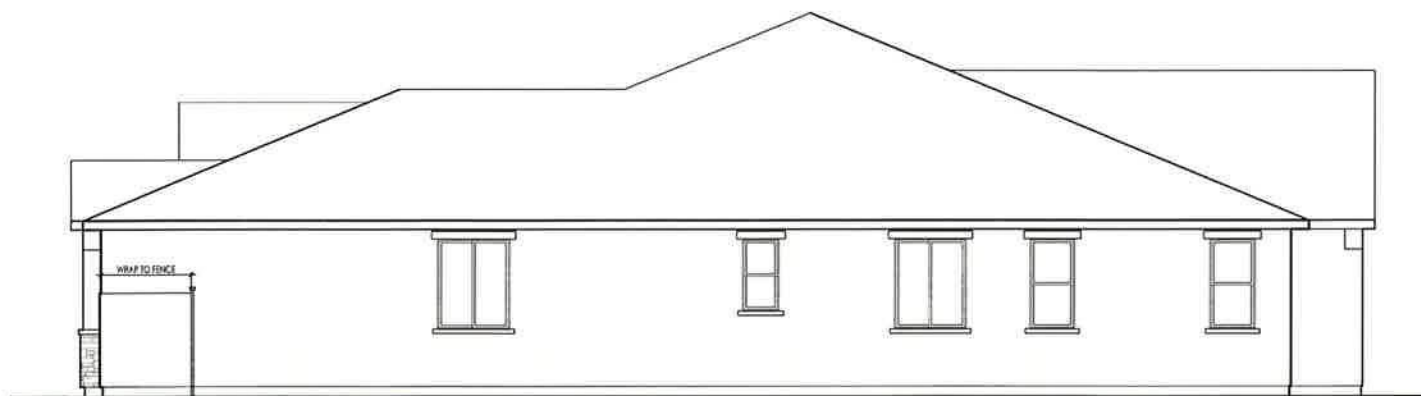
Plan 2 - Elevation 'B' - Sides & Rear, Roof



LEFT



ROOF



RIGHT



REAR

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Anatolia Village 19

City of Rancho Cordova, California

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Plan 2 - Elevation 'C' Western Craftsman

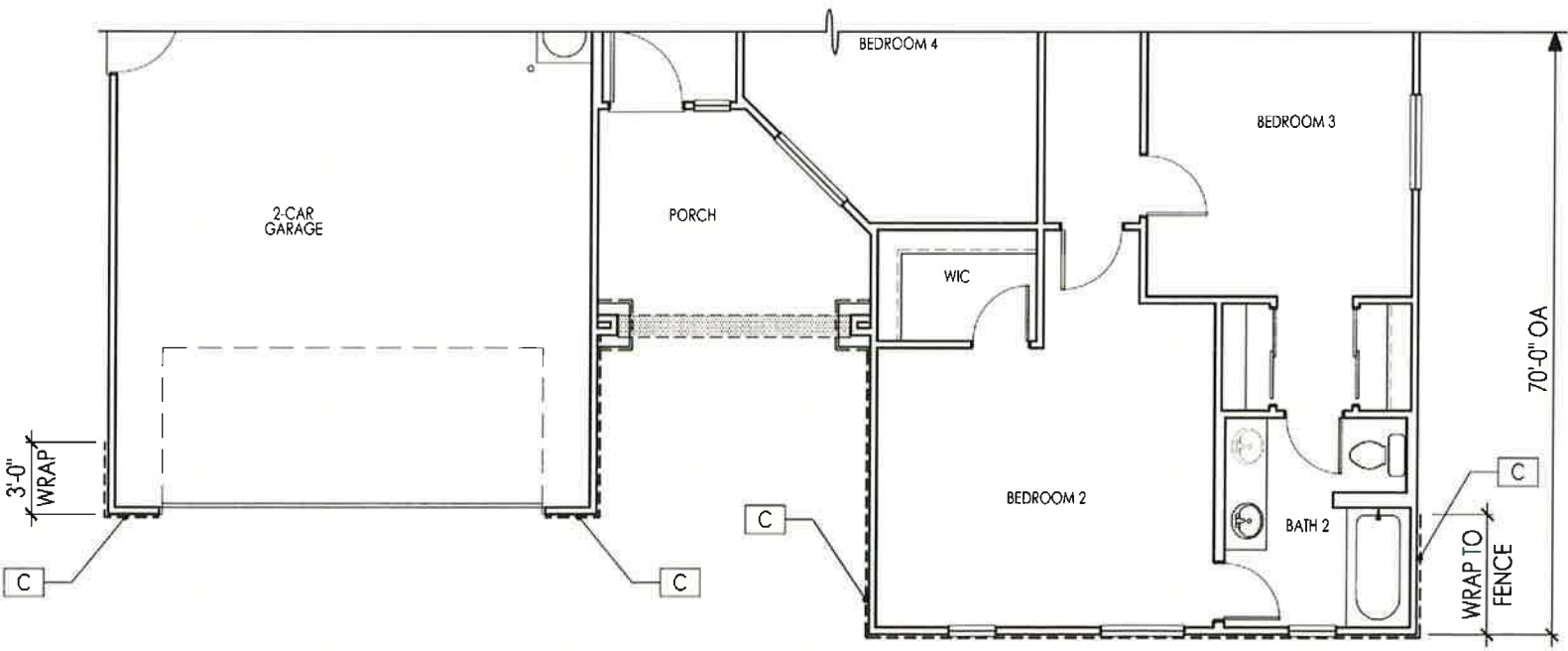
Color Scheme 11



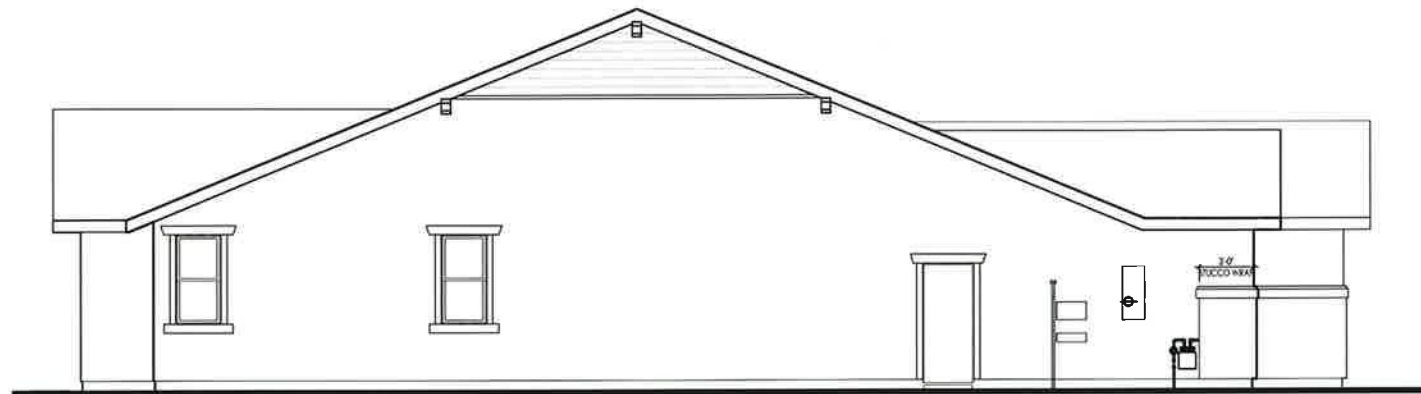
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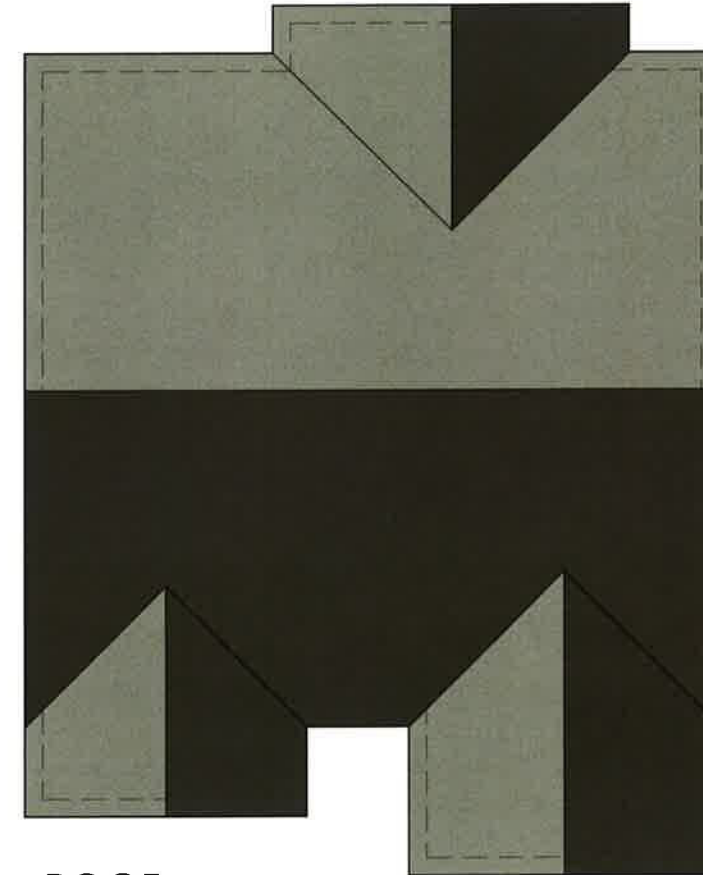
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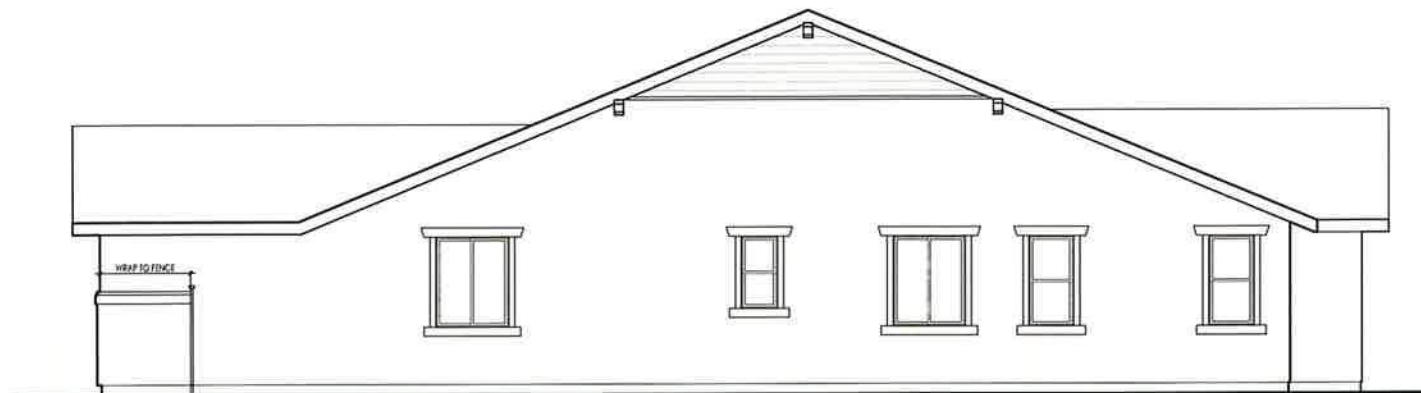
Plan 2 - Elevation 'C' - Sides & Rear, Roof



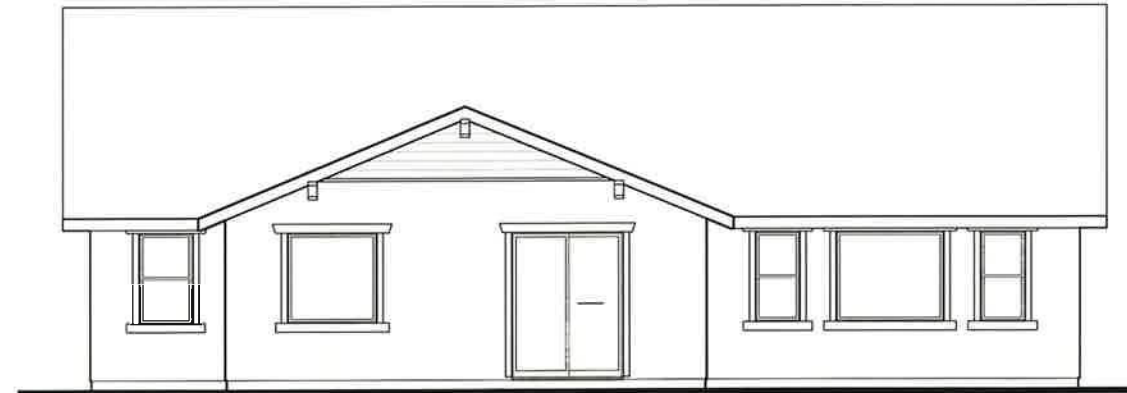
LEFT



ROOF



RIGHT



REAR

Anatolia Village 19
City of Rancho Cordova, California

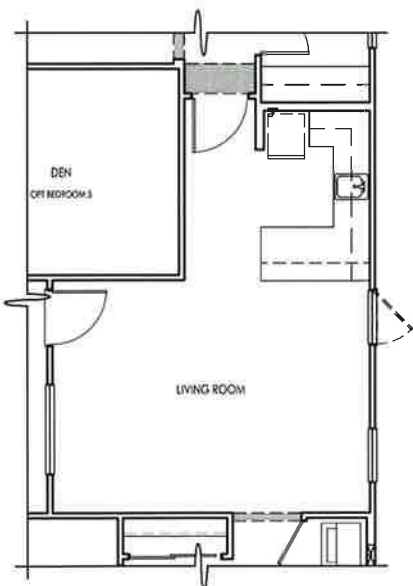
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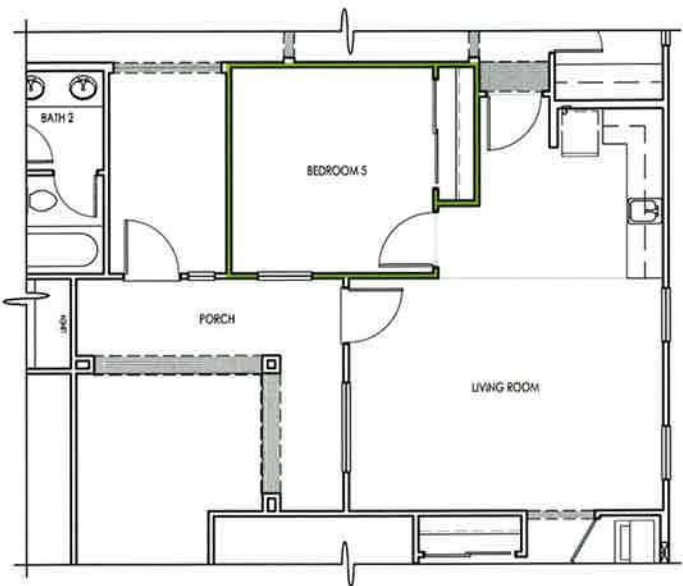
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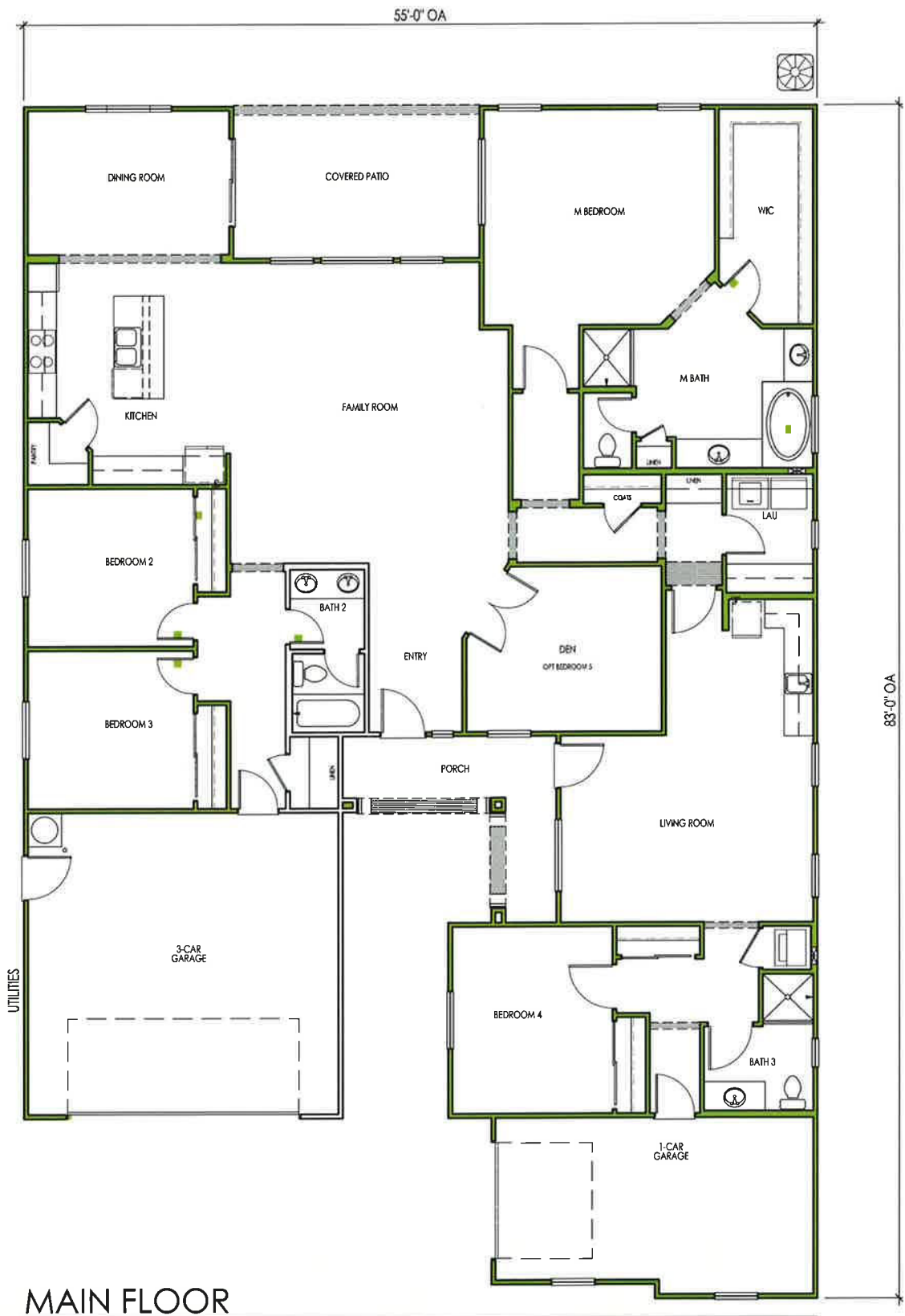
Plan 3 - Floor Plan 2,935 SF



PARTIAL MAIN FLOOR
OPTIONAL BREAKFAST BAR



PARTIAL MAIN FLOOR
OPTIONAL BEDROOM 5 AT DEN



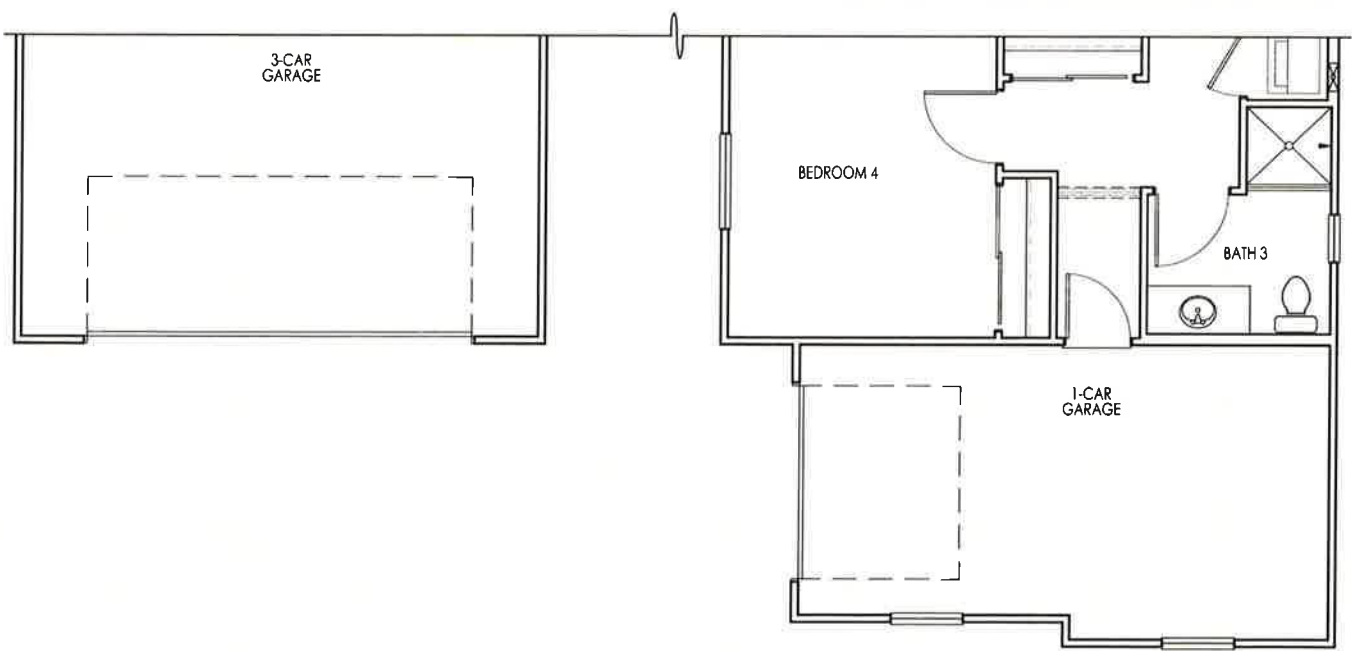
MAIN FLOOR
ELEVATION "A" SHOWN

Plan 3 - Elevation 'A' Italian Villa

Color Scheme 4



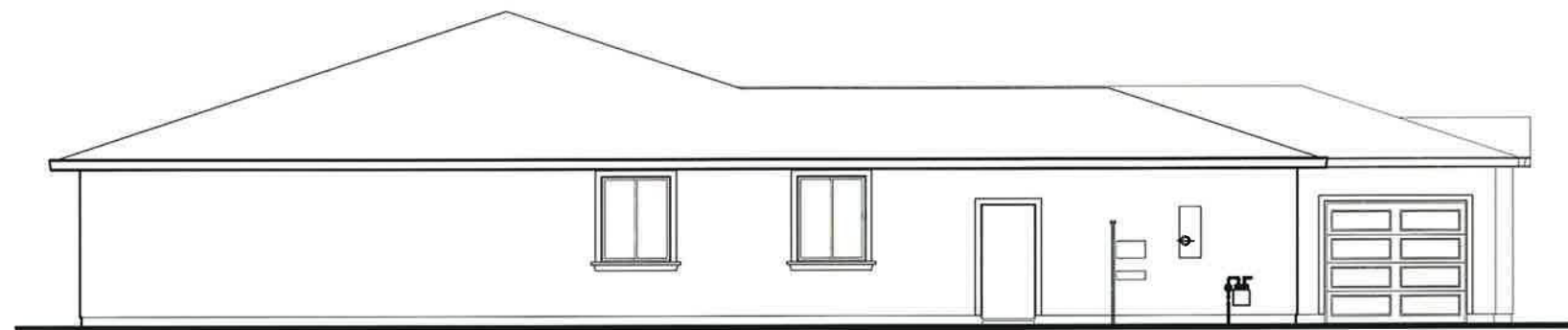
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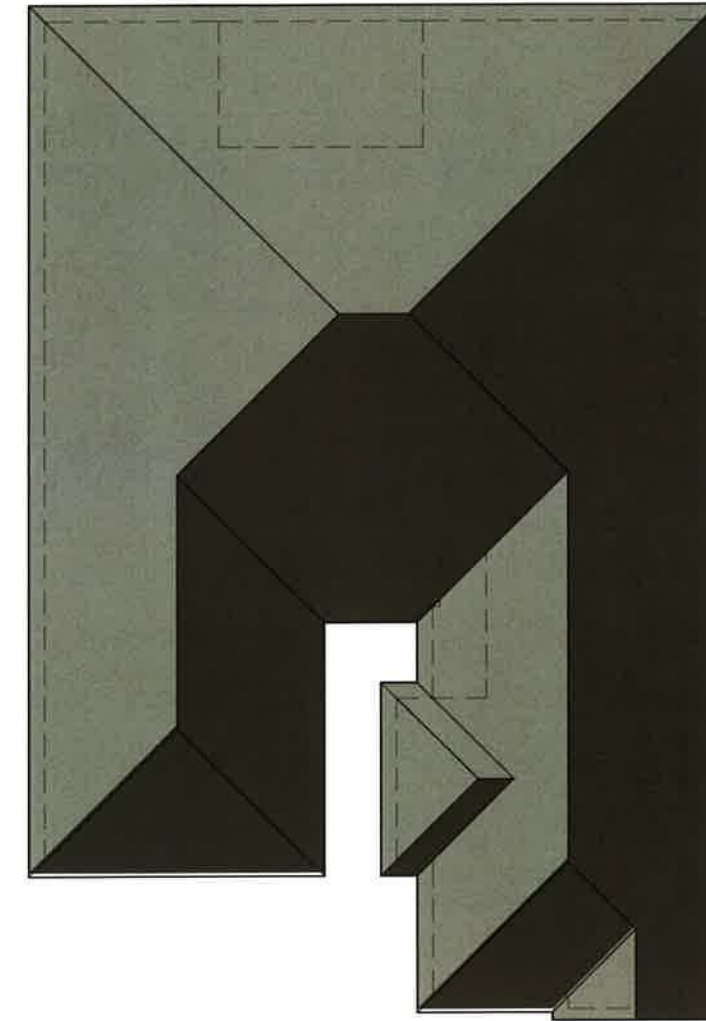
Material Key

- A Flat concrete tile roof
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- C Stucco trim
- D Faux pre-cast stucco trim
- E Faux wood shutter
- F Steel sectional roll-up door, type per elevation style

Plan 3 - Elevation 'A' - Sides & Rear, Roof



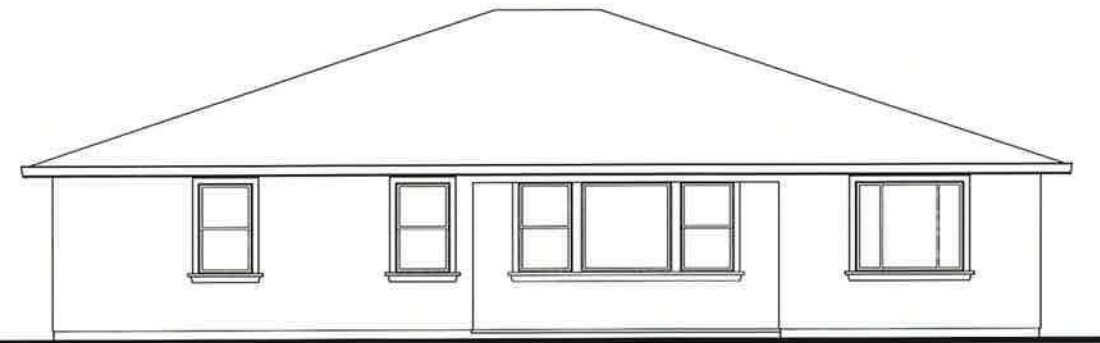
LEFT



ROOF



RIGHT



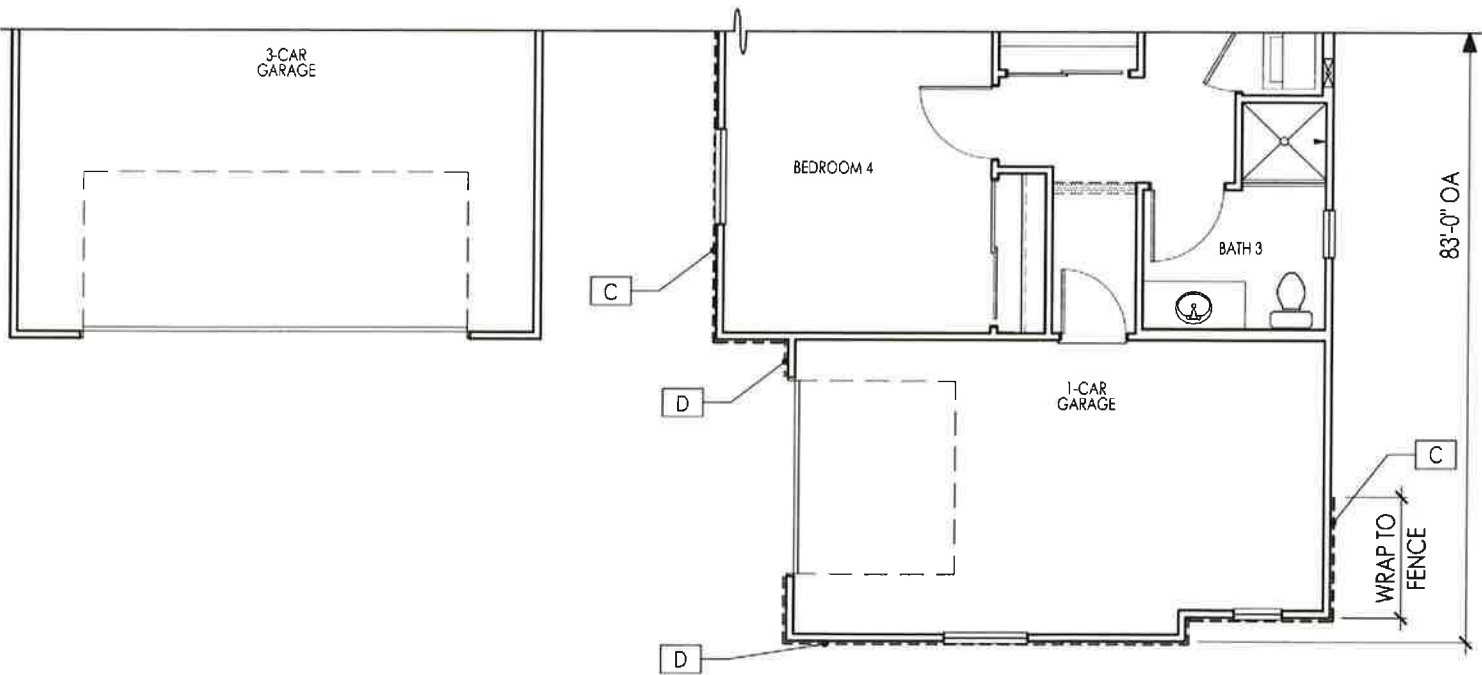
REAR

Plan 3 - Elevation 'B' French Normandy

Color Scheme 8



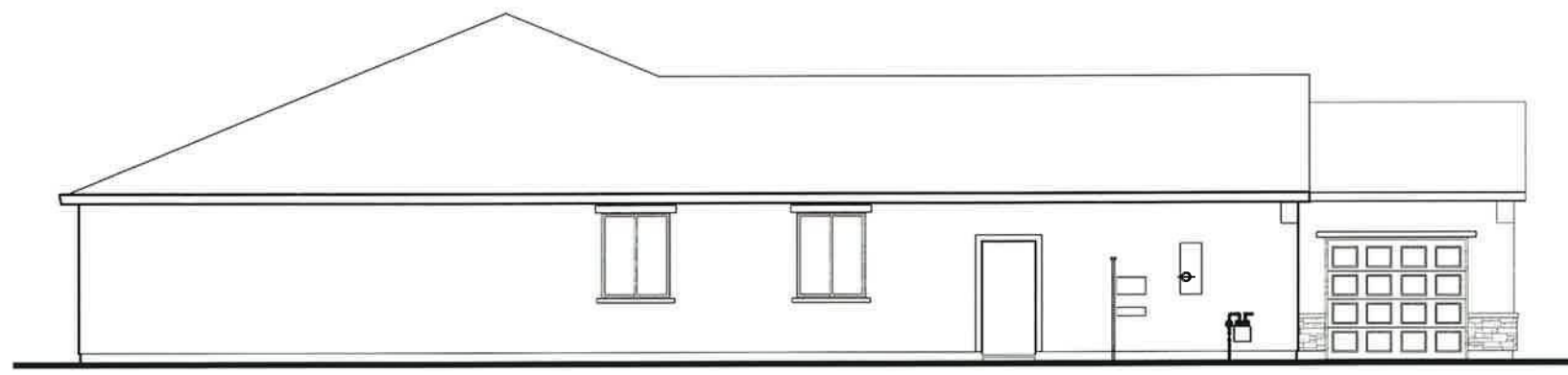
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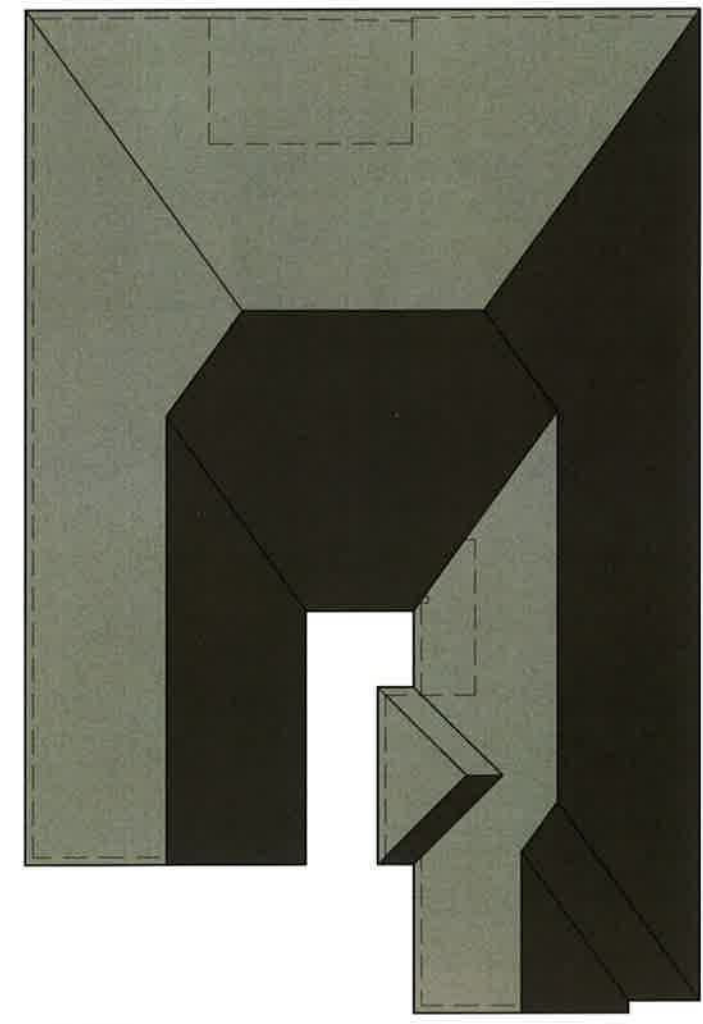
Material Key

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- D Exterior stone veneer
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- G Stucco trim
- H Faux wood bracket
- I Faux wood shutter
- J Faux gable-end vent
- K Steel sectional roll-up door, type per elevation style

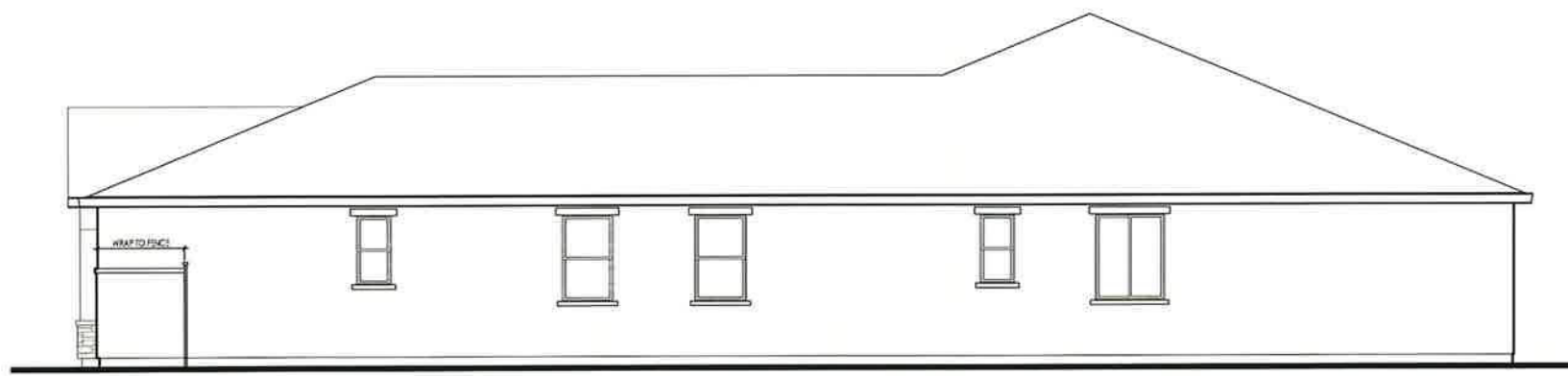
Plan 3 - Elevation 'B' - Sides & Rear, Roof



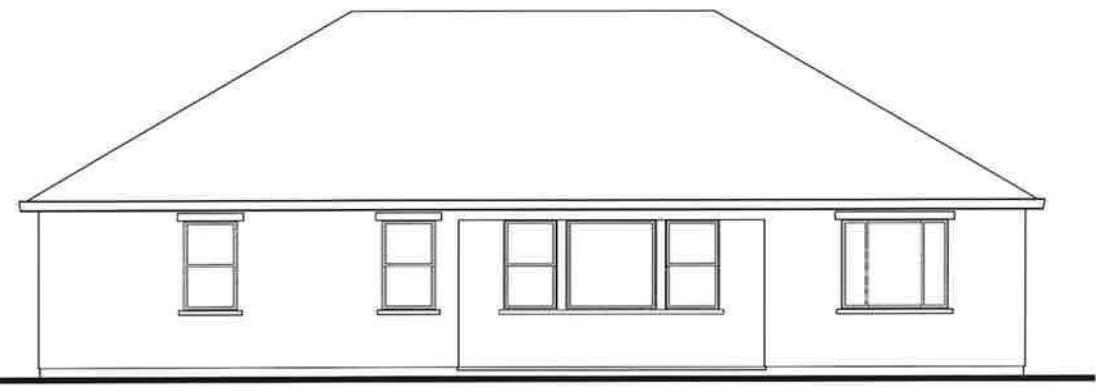
LEFT



ROOF



RIGHT



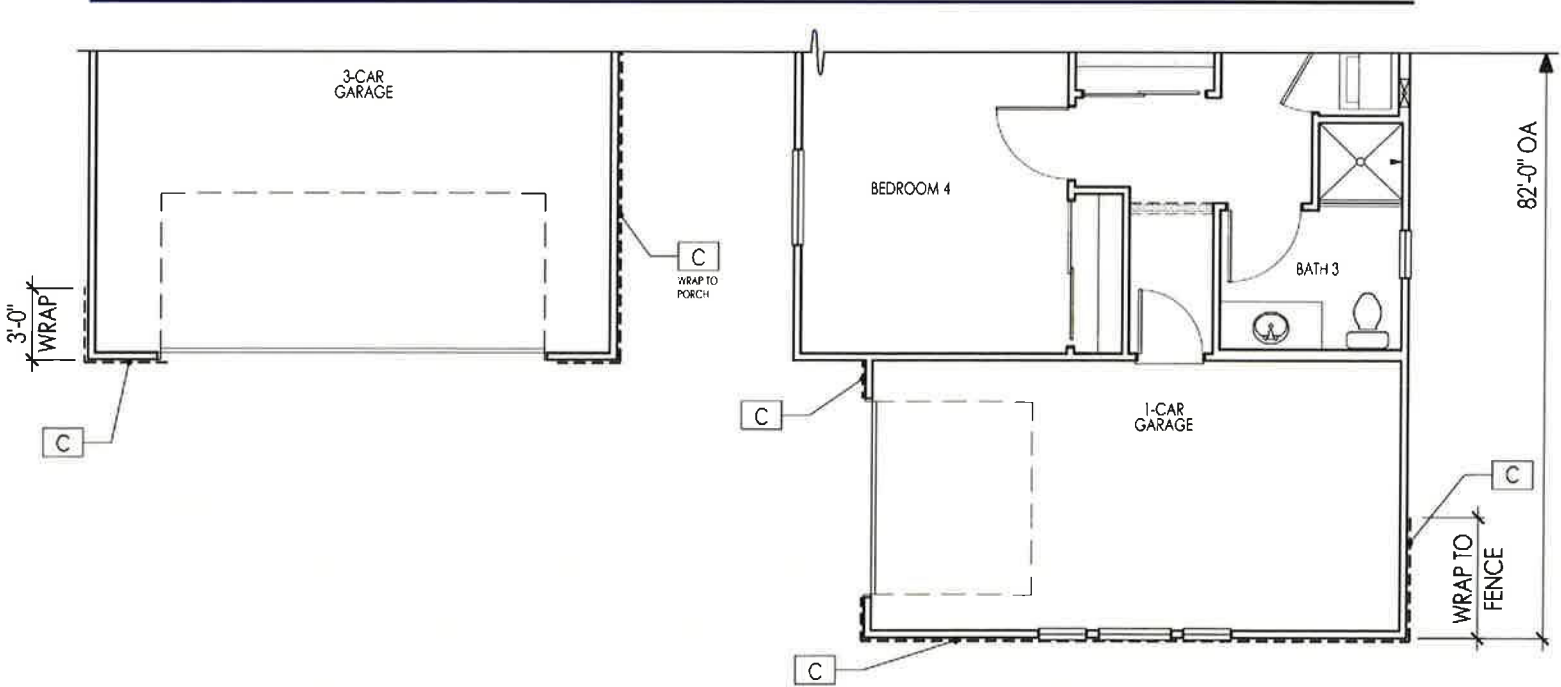
REAR

Plan 3 - Elevation 'C' Western Craftsman

Color Scheme 10



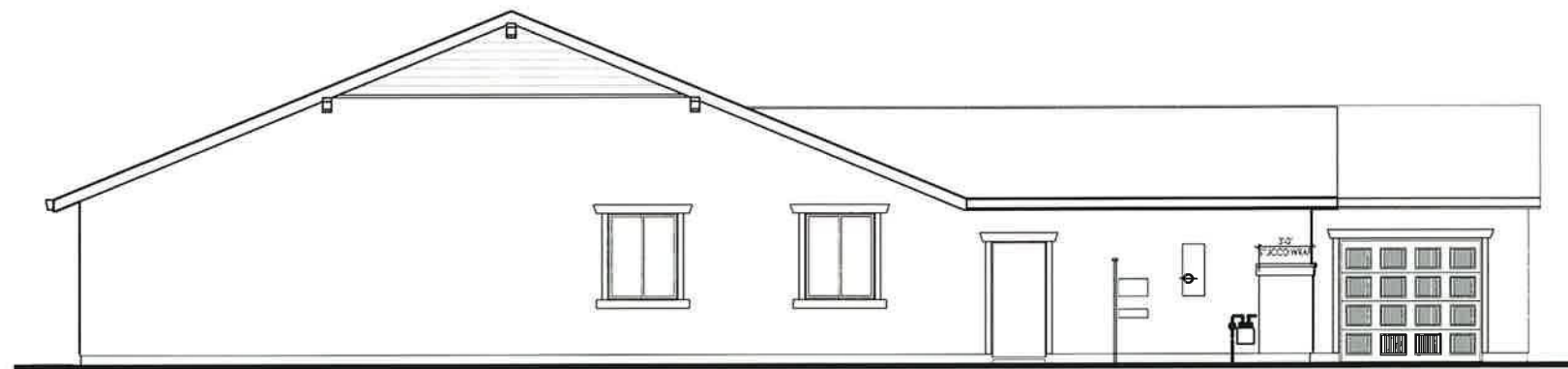
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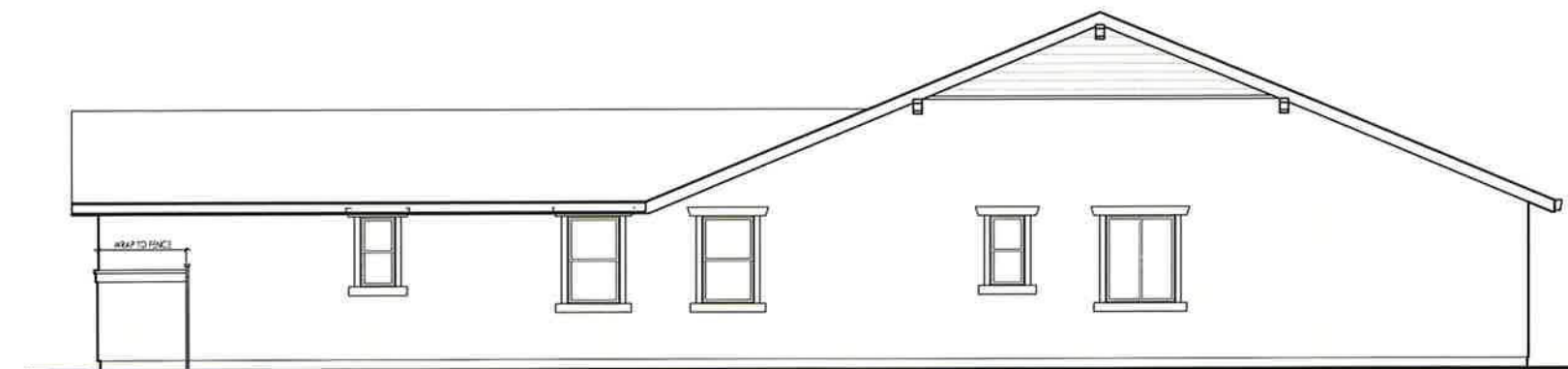
Material Key

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- D Exterior stone veneer
- E Horizontal siding, 6" exposure
- F Stucco trim
- G Wood trim
- H Wood beam
- I Steel sectional roll-up door, type per elevation style

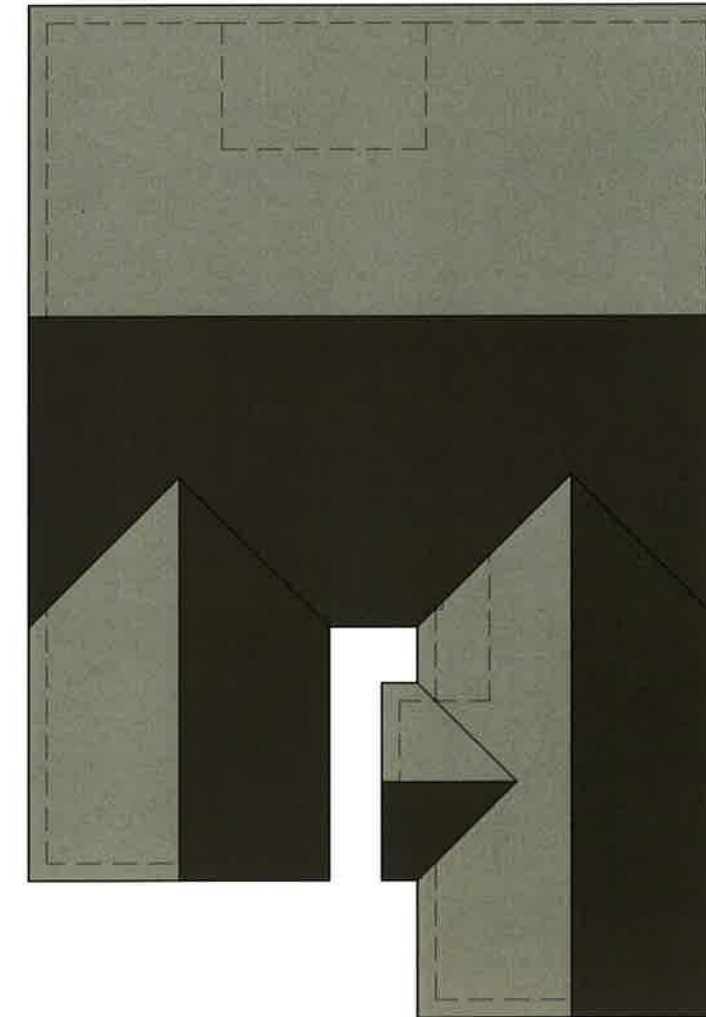
Plan 3 - Elevation 'C' - Sides & Rear, Roof



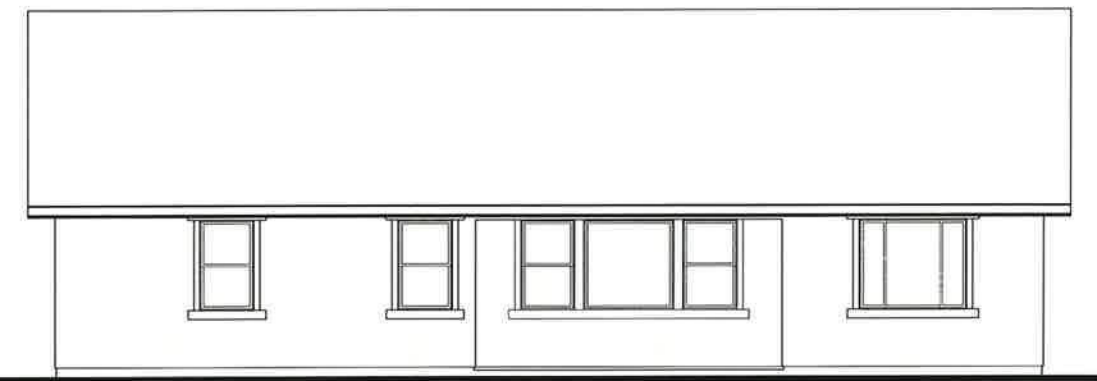
LEFT



RIGHT



ROOF



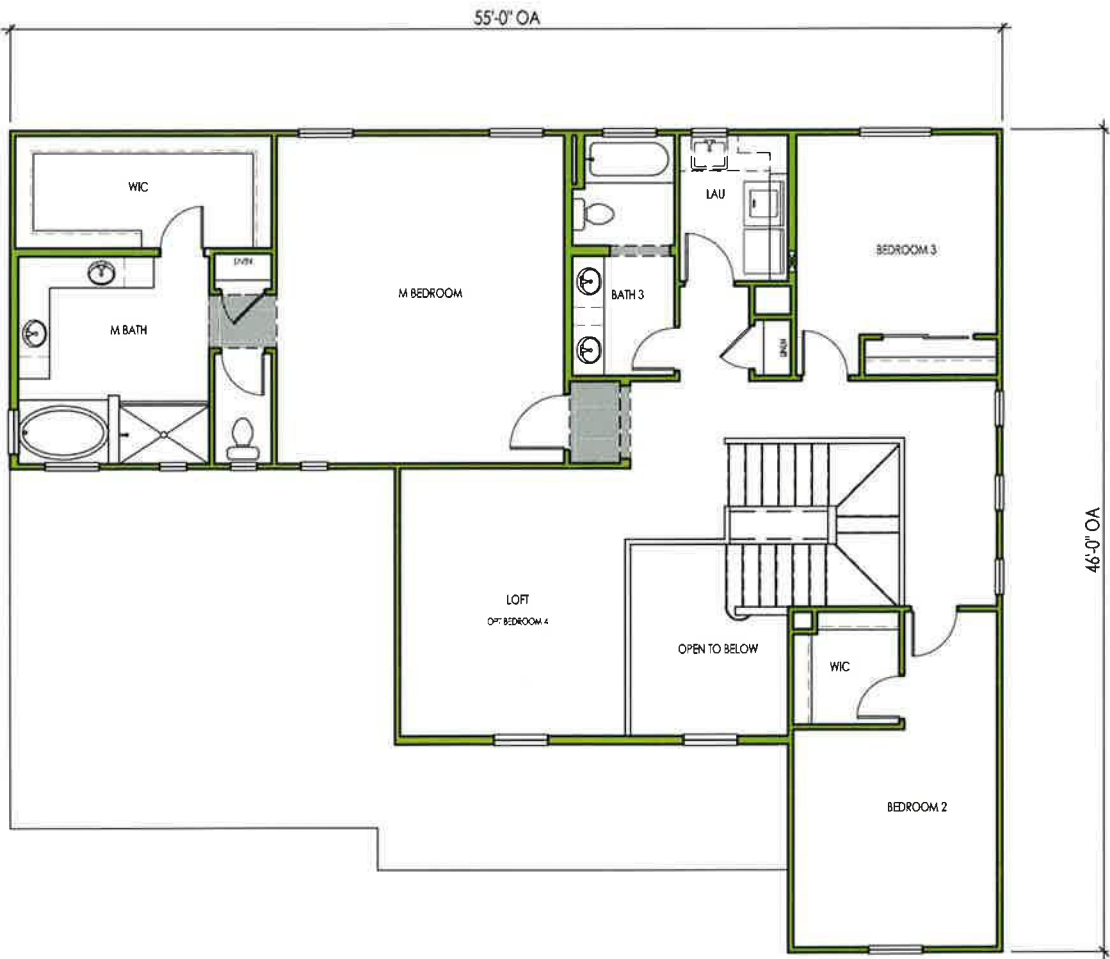
REAR

Anatolia Village 19
City of Rancho Cordova, California

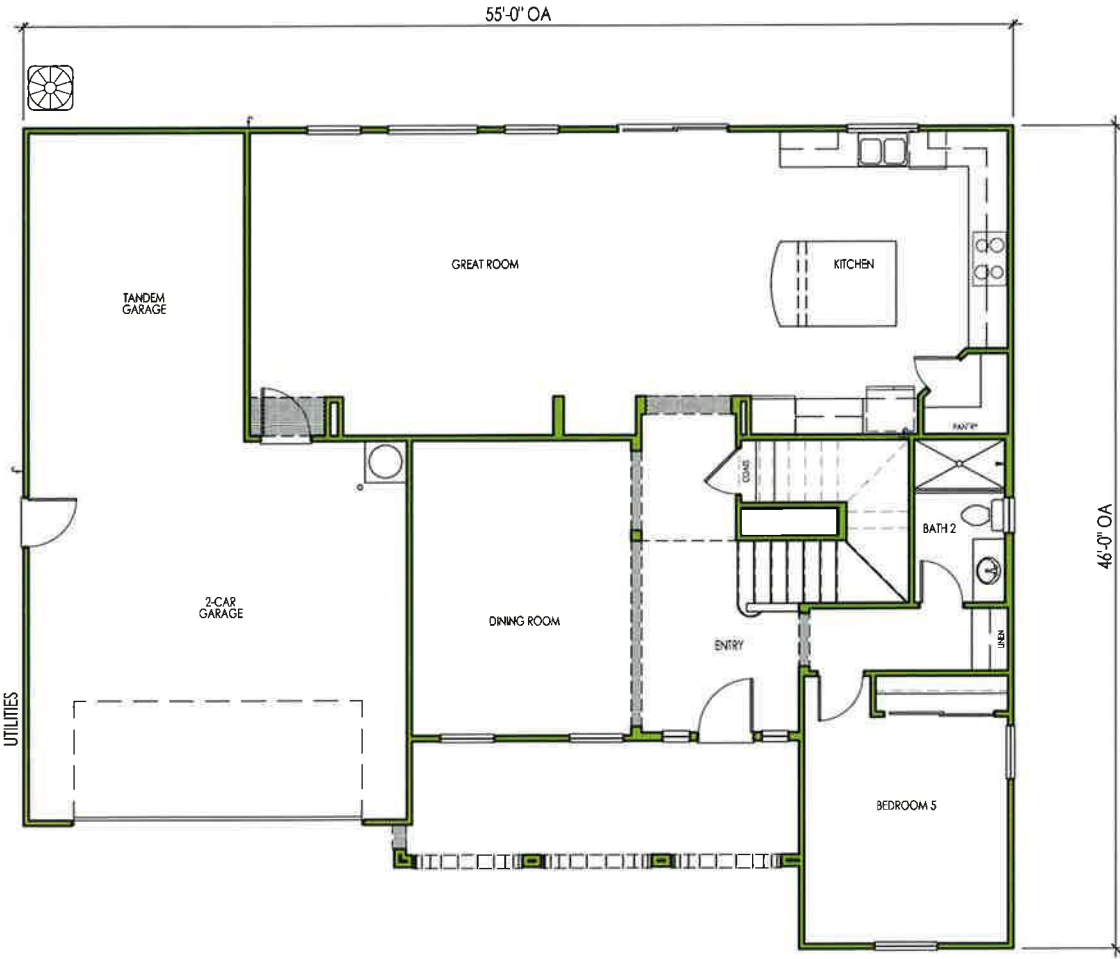
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Plan 4 - Floor Plan 2,982 SF



UPPER FLOOR
ELEVATION "A" SHOWN



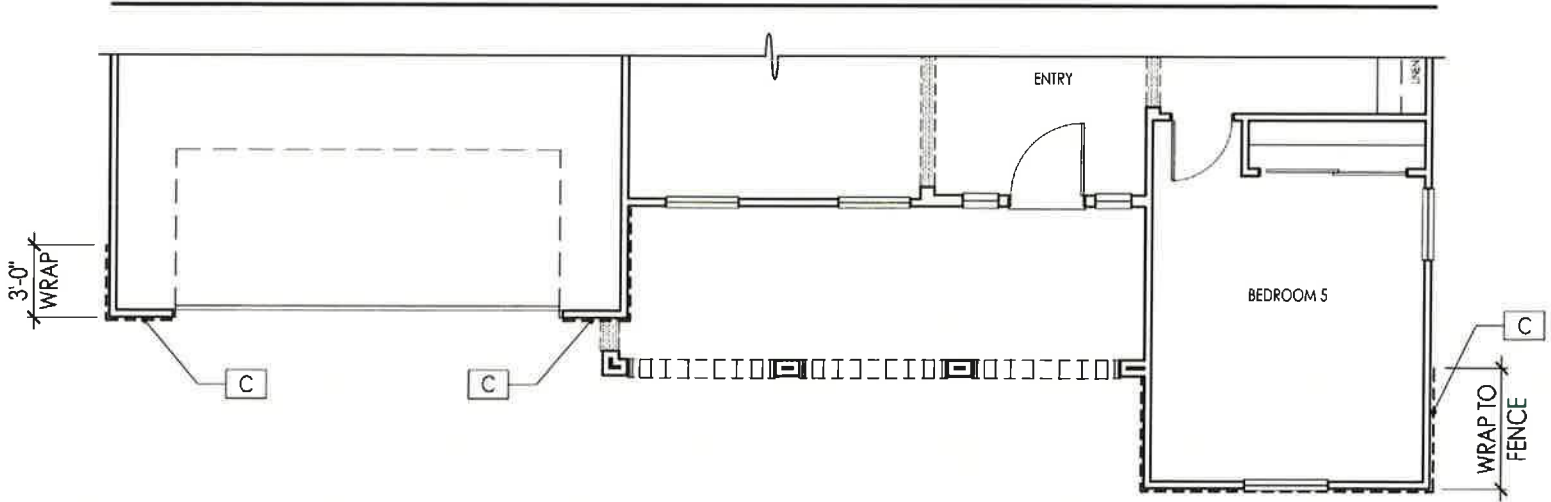
MAIN FLOOR
ELEVATION "A" SHOWN

Plan 4 - Elevation 'A' Italian Villa

Color Scheme 3



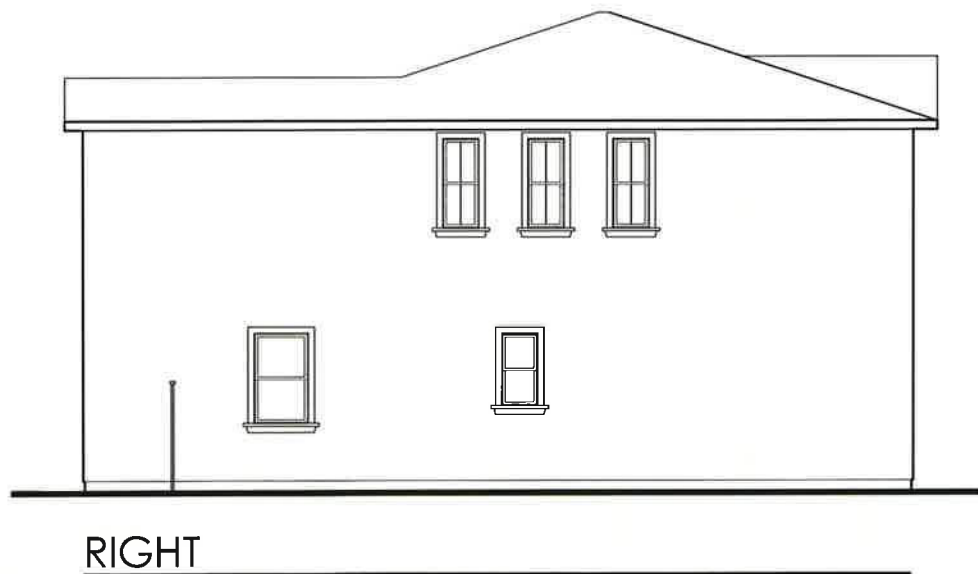
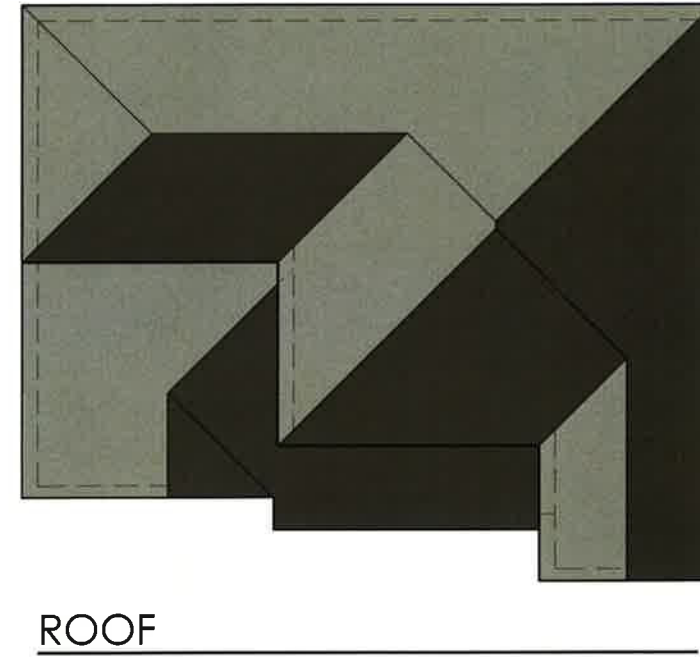
FRONT



Material Key

- A Flat concrete tile roof
- B Exterior stucco
- C Exterior stucco wainscot
- D Stucco trim
- E Faux pre-cast stucco trim
- F Faux gable end vent
- G Steel sectional roll-up door, type per elevation style

Plan 4 - Elevation 'A' - Sides & Rear, Roof



Anatolia Village 19
City of Rancho Cordova, California

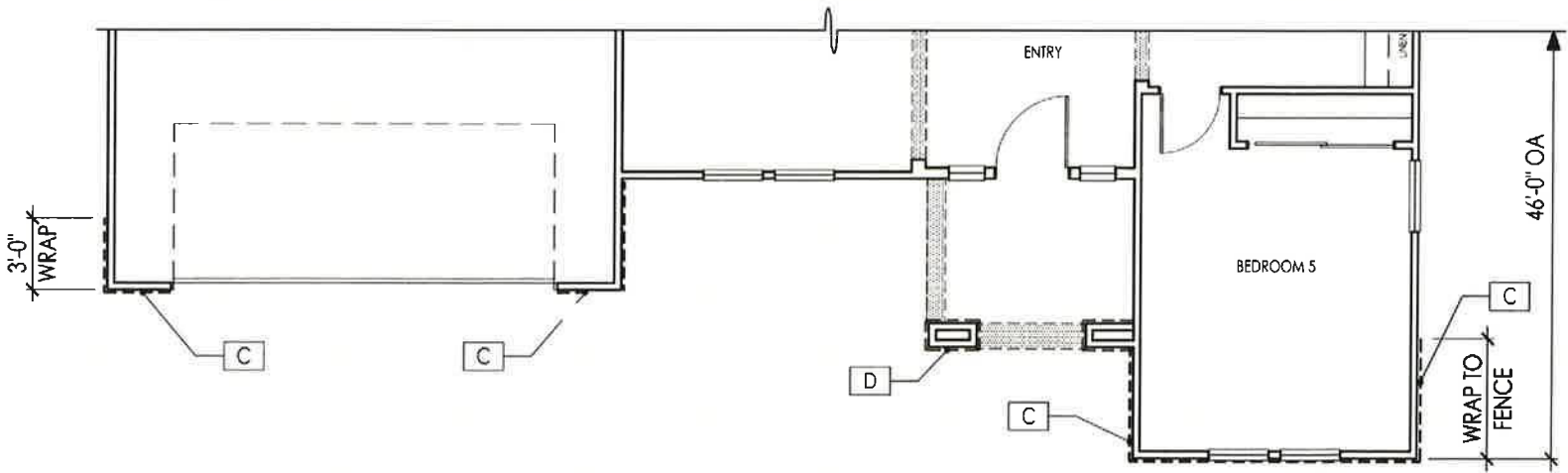
LENNAR®

Plan 4 - Elevation 'B' French Normandy

Color Scheme 7



FRONT



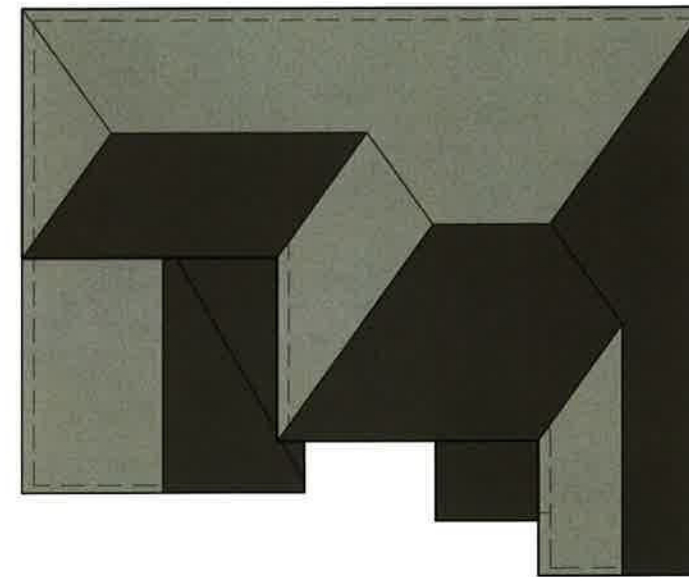
Material Key

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- J Steel sectional roll-up door, type per elevation style

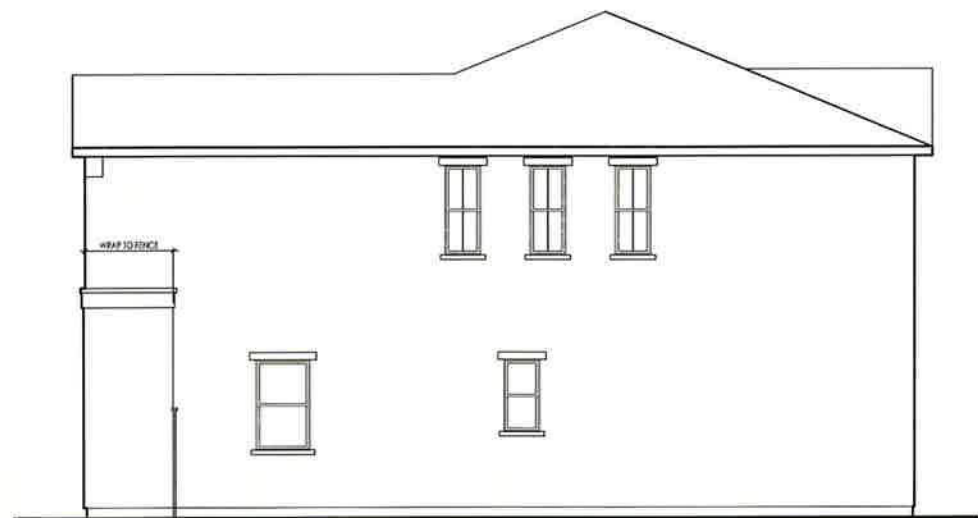
Plan 4 - Elevation 'B' - Sides & Rear, Roof



LEFT



ROOF



RIGHT



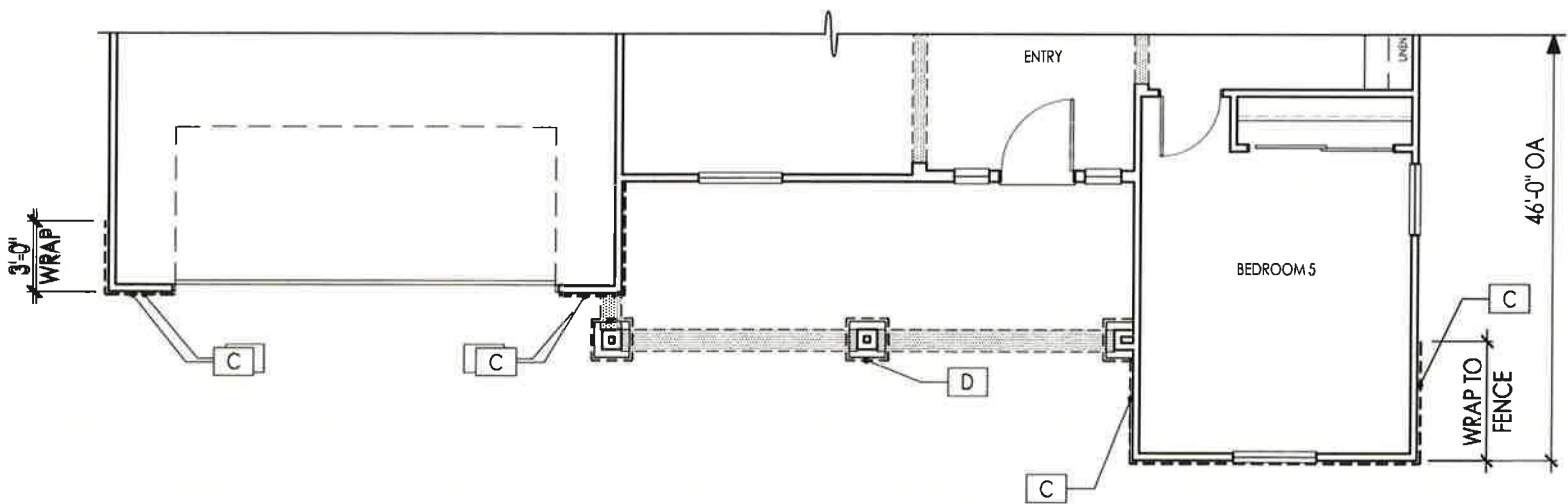
REAR

Plan 4 - Elevation 'C' Western Craftsman

Color Scheme 12



FRONT



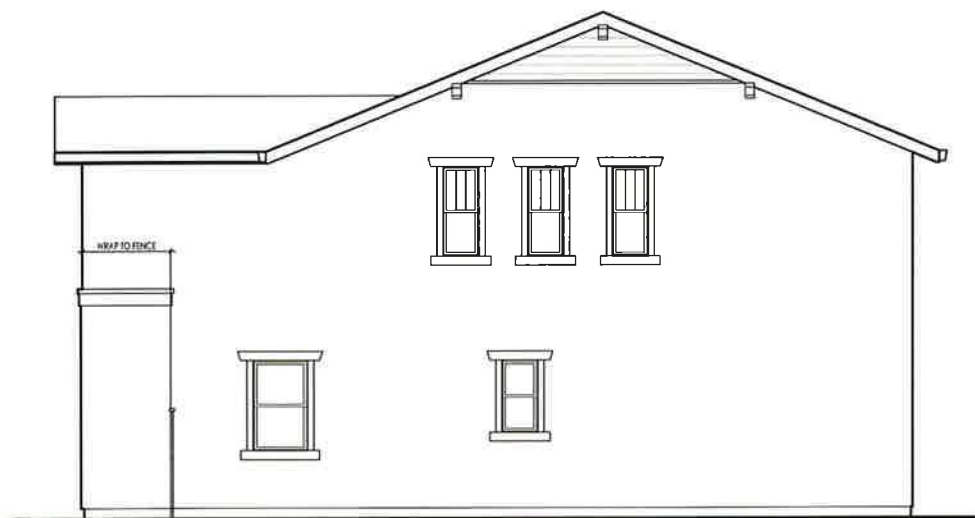
Material Key

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- B Exterior stucco
- C Exterior stucco wainscot
- D Exterior stone veneer
- E Horizontal siding, 6" exposure
- F Stucco trim
- G Wood trim
- H Wood beam
- I Steel sectional roll-up door, type per elevation style

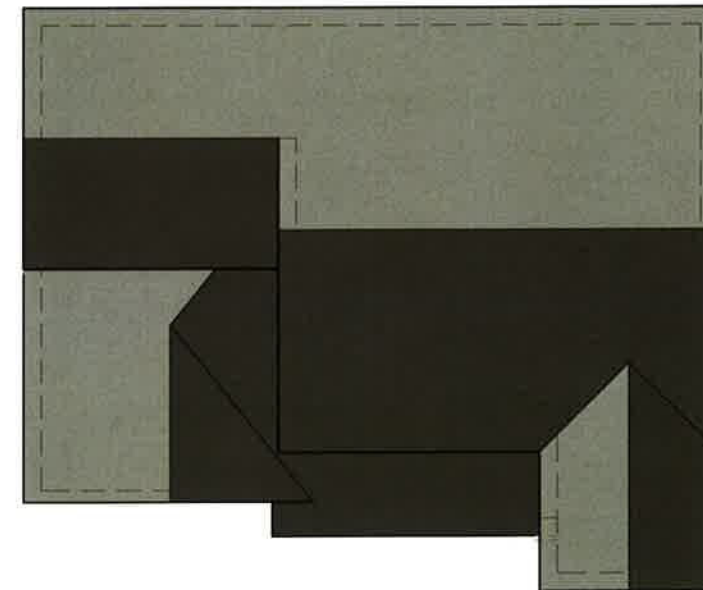
Plan 4 - Elevation 'C' - Sides & Rear, Roof



LEFT



RIGHT



ROOF



REAR

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Color Palettes



Color Palettes



Roofing: Monier LifeTile

Paint: Sherwin-Williams

Stone: Coronado Stone

Italian Villa - Scheme 1



LEGEND			
Roofing	California Mission Blend	1FACS6464	Roofing
Main Body	Vital Yellow	SW 6392	Stucco Body
Trim	Dover White	SW 6385	Door & Window Trim, Fascia, Garage Door
Accent	Lemon Verbena	SW 7726	Shutters, Front Door

Italian Villa - Scheme 2



LEGEND			
Roofing	California Mission Blend	1FACS6464	Roofing
Main Body	Kilim Beige	SW 6106	Stucco Body
Trim	French Roast	SW 6069	Door & Window Trim, Fascia, Garage Door
Accent	French Roast	SW 6069	Shutters, Front Door

Color Palettes



Roofing: Monier LifeTile

Paint: Sherwin-Williams

Stone: Coronado Stone

Italian Villa - Scheme 3



LEGEND			
Roofing	California Mission Blend	1FACS6464	Roofing
Main Body	Paperwhite	SW 7105	Stucco Body
Trim	Roodwood Dark Brown	SW 2808	Door & Window Trim, Fascia, Garage Door
Accent	Camelback	SW 6122	Shutters, Front Door

Italian Villa - Scheme 4



LEGEND			
Roofing	California Mission Blend	1FACS6464	Roofing
Main Body	Roman Column	SW 7562	Stucco Body
Trim	Cardboard	SW 6124	Door & Window Trim, Fascia, Garage Door
Accent	Naval	SW 6244	Shutters, Front Door

Color Palettes



Roofing: Monier LifeTile

Paint: Sherwin-Williams

Stone: Coronado Stone

French Normandy - Scheme 5

Diagram for French Normandy - Scheme 5 showing color swatches for Trim (yellow), Stucco Body (olive green), Accent (dark red), and Roofing (dark grey). A stone texture sample is labeled Stone.

LEGEND			
Roofing	Charcoal Blend	1FBCF1430	Roofing
Main Body	Quiver Tan	SW 6151	Stucco Body
Trim	Believable Buff	SW 6120	Door & Window Trim, Fascia, Garage Door
Accent	Burgundy	SW 6300	Shutters, Front Door
Masonry	Portabella	Italian Villa Stone	Stone Areas

French Normandy - Scheme 6

Diagram for French Normandy - Scheme 6 showing color swatches for Trim (white), Stucco Body (yellow), Accent (dark blue), and Roofing (dark grey). A stone texture sample is labeled Stone.

LEGEND			
Roofing	Charcoal Blend	1FBCF1430	Roofing
Main Body	Straw Harvest	SW 7698	Stucco Body
Trim	Westhighland White	SW 7566	Door & Window Trim, Fascia, Garage Door
Accent	Luxe Blue	SW 6537	Shutters, Front Door
Masonry	Verona	Italian Villa Stone	Stone Areas

Color Palettes



Roofing: Monier LifeTile

Paint: Sherwin-Williams

Stone: Coronado Stone

French Normandy - Scheme 7

Diagram for French Normandy - Scheme 7 showing color palette components:

- Roofing: Image of dark grey shingles.
- Trim: Solid black rectangle.
- Stucco Body: Solid off-white rectangle.
- Accent: Solid olive green rectangle.
- Stone: Image of Coronado Stone.

LEGEND			
Roofing	Charcoal Blend	1FBCF1430	Roofing
Main Body	Everyday White	SW 6077	Stucco Body
Trim	Sealskin	SW 7675	Door & Window Trim, Fascia, Garage Door
Accent	Leapfrog	SW 6431	Shutters, Front Door
Masonry	Verona	Italian Villa Stone	Stone Areas

French Normandy - Scheme 8

Diagram for French Normandy - Scheme 8 showing color palette components:

- Roofing: Image of dark grey shingles.
- Trim: Solid off-white rectangle.
- Stucco Body: Solid tan rectangle.
- Accent: Solid olive green rectangle.
- Stone: Image of Coronado Stone.

LEGEND			
Roofing	Charcoal Blend	1FBCF1430	Roofing
Main Body	Macadamia	SW 6142	Stucco Body
Trim	Classic Light Buff	SW 0050	Door & Window Trim, Fascia, Garage Door
Accent	Oakmoss	SW 6180	Shutters, Front Door
Masonry	Portabella	Italian Villa Stone	Stone Areas

Color Palettes



Roofing: Monier LifeTile

Paint: Sherwin-Williams

Stone: Coronado Stone

Western Craftsman - Scheme 9

Diagram for Western Craftsman - Scheme 9 showing color palette components:

- Roofing: Image of brown shingles.
- Trim: Yellow rectangle.
- Stucco Body: Large olive green rectangle.
- Accent: Dark green rectangle.
- Stone: Image of Coronado Stone.

LEGEND			
Roofing	Charcoal Brown Blend	1FBCF1132	Roofing
Main Body	Softened Green	SW 6177	Stucco Body
Trim	Muslin	SW 6133	Door & Window Trim, Fascia, Garage Door
Accent	Artichoke	SW 6179	Shutters, Front Door
Masonry	Meadow Springs	Rocky Mountain LedgeStone	Stone Areas

Western Craftsman - Scheme 10

Diagram for Western Craftsman - Scheme 10 showing color palette components:

- Roofing: Image of brown shingles.
- Trim: Yellow rectangle.
- Stucco Body: Large tan rectangle.
- Accent: Dark green rectangle.
- Stone: Image of Coronado Stone.

LEGEND			
Roofing	Charcoal Brown Blend	1FBCF1132	Roofing
Main Body	Fenland	SW 7544	Stucco Body
Trim	Roman Column	SW 7562	Door & Window Trim, Fascia, Garage Door
Accent	Cascades	SW 7623	Shutters, Front Door
Masonry	Bitterroot	Rocky Mountain LedgeStone	Stone Areas

Color Palettes



Roofing: Monier LifeTile Paint: Sherwin-Williams Stone: Coronado Stone

Western Craftsman - Scheme 11

Diagram for Western Craftsman - Scheme 11 showing color palette for Roofing, Trim, Stucco Body, Accent, and Stone.

Roofing: Monier LifeTile

Trim: Charcoal Brown Blend

Stucco Body: Whole Wheat

Accent: Aurora Brown

Stone: Coronado Stone

LEGEND			
Roofing	Charcoal Brown Blend	1FBCF1132	Roofing
Main Body	Whole Wheat	SW 6121	Stucco Body
Trim	Venetian Lace	SW 7119	Door & Window Trim, Fascia, Garage Door
Accent	Aurora Brown	SW 2837	Shutters, Front Door
Masonry	Meadow Springs	Rocky Mountain LedgeStone	Stone Areas

Western Craftsman - Scheme 12

Diagram for Western Craftsman - Scheme 12 showing color palette for Roofing, Trim, Stucco Body, Accent, and Stone.

Roofing: Monier LifeTile

Trim: Charcoal Brown Blend

Stucco Body: Muslin

Accent: Garden Spot

Stone: Coronado Stone

LEGEND			
Roofing	Charcoal Brown Blend	1FBCF1132	Roofing
Main Body	Muslin	SW 6133	Stucco Body
Trim	Tiki Hut	SW 7509	Door & Window Trim, Fascia, Garage Door
Accent	Garden Spot	SW 6432	Shutters, Front Door
Masonry	Meadow Springs	Rocky Mountain LedgeStone	Stone Areas

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Landscape



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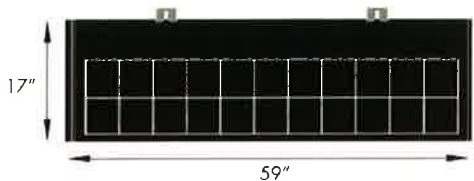
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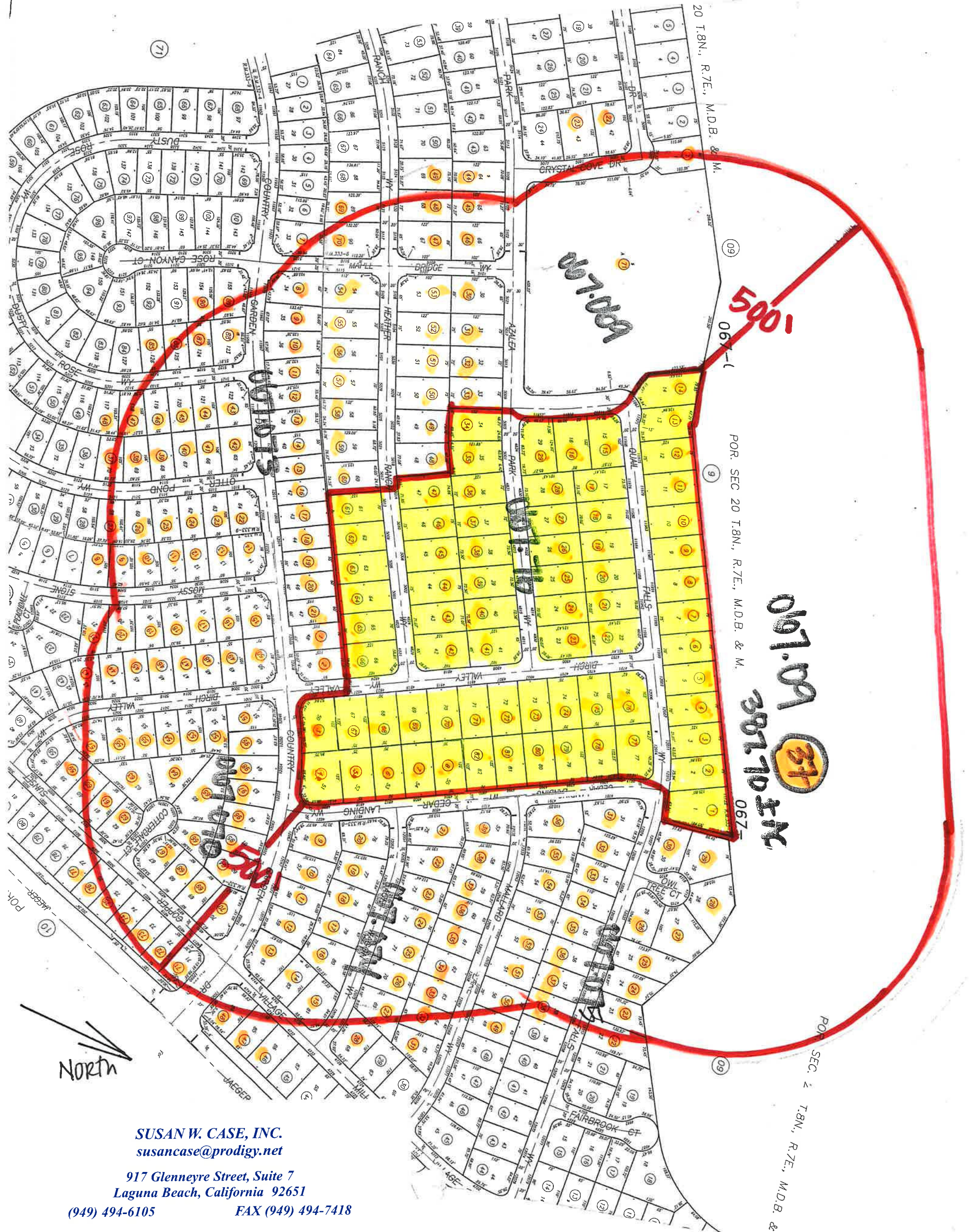
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CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	The project shall be constructed in substantial compliance with the approved Design Review Package (Exhibit A) for the four new floor plans ,elevations, color and materials sample and preliminary landscape plans to be built in Kavala Ranch, Villages 19 and 24. Minor modifications maybe approved by the Planning Director at his discretion, and those changes shall be reported by to the City Council.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
3.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	On-Going	Finance	
Prior to Issuance of Building Permits				
4.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director or his designee.	Prior to Building Permit	Planning	
5.	Submit final site landscaping and fence plans for review and approval by the Planning Director or his designee.	Prior to Building Permit	Planning	

CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
6.	Each phase of the development will be pre-plotted and approved before the issuance of the permit for that phase. The criteria used for the approval of these phases will be as follows: • Two of the same architectural styles or color schemes shall not be placed next to each other. • No more than two of the same floor plans may be placed next to each other, unless they have different elevations. • No two story plan may be placed on a corner lot. • The front yard setbacks for any two adjacent lots shall not be the same distance. A two feet offset shall be the minimum setback required to meet this condition.	Prior to Building Permit	Planning	
7.	All lots adjacent to the open space corridor shall provide open metal fencing (excluding chain link) along the rear or side property line.	Prior to Building Permit	Planning	
	Prior to Final Inspection			
8.	The building and the front and street side yard landscaping shall be inspected for consistency with approved Design Review plans. Inspection request will be required of the Planning Department, prior to final inspection by the Building Department.	Prior to Final Occupancy	Planning	



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500' OWNER Map	10/01/2012
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 Carol Hallett
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 Linda Luong
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 Marilou Garcia
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 Alexandria Flores
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 Dawn & James Wood
 12066 Mallard Lake Way
 Rancho Cordova Ca 95742

067 0740 033 0000
 Vincent Nguyen
 12062 Mallard Lake Way
 Rancho Cordova Ca 95742

067 0740 034 0000
 Nancy Hallum
 12058 Mallard Lake Way
 Rancho Cordova Ca 95742

067 0740 035 0000
 Kathleen & John Sutliff
 12054 Mallard Lake Way
 Rancho Cordova Ca 95742

067 0740 036 0000
 Augustine Ora Ojukwu
 12050 Mallard Lake Way
 Rancho Cordova Ca 95742

067 0740 037 0000
 Nicole McBurnett
 12046 Mallard Lake Way
 Rancho Cordova Ca 95742

067 0740 038 0000
 James Brown Jr.
 12042 Mallard Lake Way
 Rancho Cordova Ca 95742

067 0740 039 0000
 Kerr Montemayor
 12038 Mallard Lake Way
 Rancho Cordova Ca 95742

067 0740 046 0000
 Davin & Courtney Main
 4737 Village Mill Way
 Rancho Cordova Ca 95742

067 0740 047 0000
 Maureen Rose
 4741 Village Mill Way
 Rancho Cordova Ca 95742

067 0740 048 0000
 Wendy & Eric Vanhouten
 4745 Village Mill Way
 Rancho Cordova Ca 95742

067 0750 022 0000
 Bruce Bell
 12055 Quail Falls Way
 Rancho Cordova Ca 95742

067 0750 023 0000
 John & Natasha Garcia Jr.
 12051 Quail Falls Way
 Rancho Cordova Ca 95742

067 0750 024 0000
 Trevor Tolk
 12047 Quail Falls Way
 Rancho Cordova Ca 95742

067 0750 025 0000
 Carmen Delara
 12043 Quail Falls Way
 Rancho Cordova Ca 95742

ATTACHMENT 2

067 0750 026 0000
Bank Of America
4719 Owl Tree Ct
Rancho Cordova Ca 95742

067 0750 027 0000
Mark & Jessica Payne
4715 Owl Tree Ct
Rancho Cordova Ca 95742

067 0750 028 0000
Marc & Stacy Rogers
4712 Owl Tree Ct
Rancho Cordova Ca 95742

067 0750 029 0000
Larry Holloway
4716 Owl Tree Ct
Rancho Cordova Ca 95742

067 0750 030 0000
Matthew Dunn
4720 Owl Tree Ct
Rancho Cordova Ca 95742

067 0750 031 0000
Jaime Robles
12024 Quail Falls Way
Rancho Cordova Ca 95742

067 0750 032 0000
Jay & Sally Williams
12030 Quail Falls Way
Rancho Cordova Ca 95742

067 0750 033 0000
Janarthanan Rengarajan
12034 Quail Falls Way
Rancho Cordova Ca 95742

067 0750 034 0000
Roderick Kise
12038 Quail Falls Way
Rancho Cordova Ca 95742

067 0750 035 0000
Claudio & K L Dallavalle
12042 Quail Falls Way
Rancho Cordova Ca 95742

067 0750 036 0000
Emmanuel & Jennifer Obioha
12046 Quail Falls Way
Rancho Cordova Ca 95742

067 0750 037 0000
David & Tera Nelson
12050 Quail Falls Way
Rancho Cordova Ca 95742

067 0750 038 0000
Jeffrey & Robyn Wilson
12054 Quail Falls Way
Rancho Cordova Ca 95742

067 0750 049 0000
Milton & Jennifer Azevedo
12063 Mallard Lake Way
Rancho Cordova Ca 95742

067 0750 050 0000
Ronald & Birdette Lowe
12059 Mallard Lake Way
Rancho Cordova Ca 95742

067 0750 051 0000
Christopher Sandoval
12055 Mallard Lake Way
Rancho Cordova Ca 95742

067 0750 052 0000
Robert Eng
12051 Mallard Lake Way
Rancho Cordova Ca 95742

067 0750 053 0000
John & Sheryl Lundwall
12047 Mallard Lake Way
Rancho Cordova Ca 95742

067 0750 054 0000
Jonathan Lee
12043 Mallard Lake Way
Rancho Cordova Ca 95742

067 0750 055 0000
Cathyrumi Dennings
12039 Mallard Lake Way
Rancho Cordova Ca 95742

067 0750 056 0000
Marcus Masingale
12035 Mallard Lake Way
Rancho Cordova Ca 95742

067 0760 001 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 002 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 003 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 004 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 009 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

ATTACHMENT 2

067 0760 010 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 011 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
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Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 018 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 019 0000
Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 020 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 021 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 022 0000
Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 023 0000
Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

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Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

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Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

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Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

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Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

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1130 Iron Point Rd #150
Folsom Ca 95630

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Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 030 0000
Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 031 0000
Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

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Tw Investments LLC
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Folsom Ca 95630

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Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
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Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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1420 Rocky Ridge Dr #320
Roseville Ca 95661

ATTACHMENT 2

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Lennar Homes Ca Incorporated
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Roseville Ca 95661

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Roseville Ca 95661

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Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 044 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 045 0000
Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 046 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 047 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 048 0000
Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 049 0000
Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

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Tw Investments LLC
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Folsom Ca 95630

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Folsom Ca 95630

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Tw Investments LLC
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Folsom Ca 95630

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Folsom Ca 95630

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Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 060 0000
Tw Investments LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 061 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 062 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 063 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 064 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 067 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 068 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 069 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

ATTACHMENT 2

067 0760 070 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
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Roseville Ca 95661

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Roseville Ca 95661

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1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

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Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 078 0000
Lennar Homes Ca Incorporated
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Roseville Ca 95661

067 0760 079 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 080 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

067 0760 081 0000
Sankey 380 LLC
1130 Iron Point Rd #150
Folsom Ca 95630

067 0760 082 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville Ca 95661

ATTACHMENT 2

067 0690 001 0000
Occupant
5090 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0690 022 0000
Occupant
5085 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0690 023 0000
Occupant
5081 Crystal Cove Dr
Rancho Cordova Ca 95742

067 0690 044 0000
Occupant
5109 Azalea Park Way
Rancho Cordova Ca 95742

067 0690 045 0000
Occupant
5105 Azalea Park Way
Rancho Cordova Ca 95742

067 0690 046 0000
Occupant
5102 Azalea Park Way
Rancho Cordova Ca 95742

067 0690 069 0000
Occupant
5121 Heather Ranch Way
Rancho Cordova Ca 95742

067 0700 008 0000
Occupant
5111 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 009 0000
Occupant
5106 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 010 0000
Occupant
5102 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 011 0000
Occupant
5034 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 012 0000
Occupant
5030 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 013 0000
Occupant
5026 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 014 0000
Occupant
5022 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 015 0000
Occupant
5021 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 016 0000
Occupant
5025 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 017 0000
Occupant
5029 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 018 0000
Occupant
5033 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 019 0000
Occupant
5101 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 020 0000
Occupant
5105 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 021 0000
Occupant
5109 Mossy Stone Way
Rancho Cordova Ca 95742

067 0700 043 0000
Occupant
5030 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 044 0000
Occupant
5026 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 045 0000
Occupant
5022 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 046 0000
Occupant
5018 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 047 0000
Occupant
5014 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 048 0000
Occupant
5010 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 049 0000
Occupant
5006 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 050 0000
Occupant
5002 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 051 0000
Occupant
5001 Birch Valley Way
Rancho Cordova Ca 95742

ATTACHMENT 2

067 0700 052 0000
Occupant
5009 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 053 0000
Occupant
5013 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 054 0000
Occupant
5017 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 055 0000
Occupant
5021 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 056 0000
Occupant
5025 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 057 0000
Occupant
5031 Birch Valley Way
Rancho Cordova Ca 95742

067 0700 059 0000
Occupant
5020 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 060 0000
Occupant
5016 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 061 0000
Occupant
5012 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 062 0000
Occupant
5008 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 063 0000
Occupant
12074 Cotterdale Ct
Rancho Cordova Ca 95742

067 0700 064 0000
Occupant
12070 Cotterdale Ct
Rancho Cordova Ca 95742

067 0700 065 0000
Occupant
12071 Cotterdale Ct
Rancho Cordova Ca 95742

067 0700 066 0000
Occupant
12075 Cotterdale Ct
Rancho Cordova Ca 95742

067 0700 067 0000
Occupant
5000 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 068 0000
Occupant
4820 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 069 0000
Occupant
4816 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 070 0000
Occupant
4810 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 071 0000
Occupant
4811 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 072 0000
Occupant
4815 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 073 0000
Occupant
4819 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 074 0000
Occupant
4823 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 075 0000
Occupant
5001 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 076 0000
Occupant
5005 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 077 0000
Occupant
5009 Copper Sunset Way
Rancho Cordova Ca 95742

067 0700 094 0000
Occupant
12070 Country Garden Dr
Rancho Cordova Ca 95742

067 0700 095 0000
Occupant
12066 Country Garden Dr
Rancho Cordova Ca 95742

067 0700 096 0000
Occupant
12062 Country Garden Dr
Rancho Cordova Ca 95742

067 0700 097 0000
Occupant
12058 Country Garden Dr
Rancho Cordova Ca 95742

067 0700 098 0000
Occupant
12054 Country Garden Dr
Rancho Cordova Ca 95742

ATTACHMENT 2

067 0700 099 0000
Occupant
12050 Country Garden Dr
Rancho Cordova Ca 95742

067 0730 026 0000
Occupant
5117 Otter Pond Way
Rancho Cordova Ca 95742

067 0730 037 0000
Occupant
5122 Otter Pond Way
Rancho Cordova Ca 95742

067 0740 003 0000
Occupant
4831 Birch Valley Way
Rancho Cordova Ca 95742

067 0740 004 0000
Occupant
4820 Cedar Landing Way
Rancho Cordova Ca 95742

067 0740 005 0000
Occupant
4816 Cedar Landing Way
Rancho Cordova Ca 95742

067 0740 006 0000
Occupant
4812 Cedar Landing Way
Rancho Cordova Ca 95742

067 0740 007 0000
Occupant
4808 Cedar Landing Way
Rancho Cordova Ca 95742

067 0740 008 0000
Occupant
4804 Cedar Landing Way
Rancho Cordova Ca 95742

067 0740 027 0000
Occupant
12075 Sage Wagon Way
Rancho Cordova Ca 95742

067 0760 001 0000
Occupant
12019 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 002 0000
Occupant
12015 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 003 0000
Occupant
12011 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 004 0000
Occupant
12007 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 005 0000
Occupant
12003 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 006 0000
Occupant
11999 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 007 0000
Occupant
11995 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 008 0000
Occupant
11991 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 009 0000
Occupant
11987 Quail Falls Way
Rancho Cordova Ca 95742

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Occupant
11983 Quail Falls Way
Rancho Cordova Ca 95742

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Occupant
11979 Quail Falls Way
Rancho Cordova Ca 95742

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Occupant
11975 Quail Falls Way
Rancho Cordova Ca 95742

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Occupant
11971 Quail Falls Way
Rancho Cordova Ca 95742

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Occupant
11967 Quail Falls Way
Rancho Cordova Ca 95742

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Occupant
11960 Quail Falls Way
Rancho Cordova Ca 95742

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Occupant
11956 Quail Falls Way
Rancho Cordova Ca 95742

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Occupant
11976 Quail Falls Way
Rancho Cordova Ca 95742

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11980 Quail Falls Way
Rancho Cordova Ca 95742

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Occupant
11984 Quail Falls Way
Rancho Cordova Ca 95742

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Occupant
11988 Quail Falls Way
Rancho Cordova Ca 95742

ATTACHMENT 2

067 0760 021 0000
Occupant
11992 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 022 0000
Occupant
11996 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 023 0000
Occupant
4800 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 024 0000
Occupant
4814 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 025 0000
Occupant
4818 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 026 0000
Occupant
4822 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 027 0000
Occupant
4826 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 028 0000
Occupant
4830 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 029 0000
Occupant
11952 Quail Falls Way
Rancho Cordova Ca 95742

067 0760 030 0000
Occupant
5021 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 031 0000
Occupant
5017 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 032 0000
Occupant
5013 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 033 0000
Occupant
5009 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 034 0000
Occupant
5005 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 035 0000
Occupant
5001 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 036 0000
Occupant
4831 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 037 0000
Occupant
4827 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 038 0000
Occupant
4823 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 039 0000
Occupant
4819 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 040 0000
Occupant
4815 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 041 0000
Occupant
4811 Azalea Park Way
Rancho Cordova Ca 95742

067 0760 042 0000
Occupant
4820 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 043 0000
Occupant
4824 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 044 0000
Occupant
5002 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 045 0000
Occupant
5006 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 046 0000
Occupant
5010 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 047 0000
Occupant
5014 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 048 0000
Occupant
5018 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 049 0000
Occupant
5022 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 050 0000
Occupant
5026 Heather Ranch Way
Rancho Cordova Ca 95742

ATTACHMENT 2

067 0760 051 0000
Occupant
5030 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 052 0000
Occupant
5104 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 053 0000
Occupant
5108 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 054 0000
Occupant
5109 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 055 0000
Occupant
5105 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 056 0000
Occupant
5101 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 057 0000
Occupant
5029 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 058 0000
Occupant
5025 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 059 0000
Occupant
5021 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 060 0000
Occupant
5017 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 061 0000
Occupant
5013 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 062 0000
Occupant
5009 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 063 0000
Occupant
5005 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 064 0000
Occupant
5001 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 065 0000
Occupant
4825 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 066 0000
Occupant
4821 Heather Ranch Way
Rancho Cordova Ca 95742

067 0760 067 0000
Occupant
4827 Birch Valley Way
Rancho Cordova Ca 95742

067 0760 068 0000
Occupant
4823 Birch Valley Way
Rancho Cordova Ca 95742

067 0760 069 0000
Occupant
4819 Birch Valley Way
Rancho Cordova Ca 95742

067 0760 070 0000
Occupant
4815 Birch Valley Way
Rancho Cordova Ca 95742

067 0760 071 0000
Occupant
4811 Birch Valley Way
Rancho Cordova Ca 95742

067 0760 072 0000
Occupant
4807 Birch Valley Way
Rancho Cordova Ca 95742

067 0760 073 0000
Occupant
4803 Birch Valley Way
Rancho Cordova Ca 95742

067 0760 074 0000
Occupant
4799 Birch Valley Way
Rancho Cordova Ca 95742

067 0760 075 0000
Occupant
4795 Birch Valley Way
Rancho Cordova Ca 95742

067 0760 076 0000
Occupant
4791 Birch Valley Way
Rancho Cordova Ca 95742

067 0760 077 0000
Occupant
4780 Cedar Landing Way
Rancho Cordova Ca 95742

067 0760 078 0000
Occupant
4784 Cedar Landing Way
Rancho Cordova Ca 95742

067 0760 079 0000
Occupant
4788 Cedar Landing Way
Rancho Cordova Ca 95742

067 0760 080 0000
Occupant
4792 Cedar Landing Way
Rancho Cordova Ca 95742

067 0760 081 0000
Occupant
4796 Cedar Landing Way
Rancho Cordova Ca 95742

067 0760 082 0000
Occupant
4800 Cedar Landing Way
Rancho Cordova Ca 95742

MEMORANDUM



DATE: November 5, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION OF INTENT TO GRANT A WATER FRANCHISE TO THE GOLDEN STATE WATER COMPANY**

RECOMMENDATION

Adopt Resolution No. 105-2012.

RESULT OF RECOMMENDED ACTION

Passage of this resolution will, as required by state law, announce the intention of the City of Rancho Cordova to grant a water franchise to the Golden State Water Company for purposes of operating and maintaining water pipelines within the City's rights-of-way. The resolution will also set a public hearing date for consideration of the terms of the franchise.

ADVANCES GOAL 5

BACKGROUND

The Golden State Water Company ("Golden State") currently provides water to a portion of the City. A diagram showing the boundaries of the company's current service area within the City is set forth in **Attachment 2**.

Existing Franchise

Golden State is currently subject to a 50-year franchise agreement it entered into with Sacramento County. The franchise gives the company the right to construct, maintain and operate water lines and other necessary appurtenances in, across and along all public streets and rights-of-way within the City. The City, upon incorporation, succeeded the County as grantor with respect to the franchise.

Application for New Franchise

Following incorporation, City staff was contacted about adopting new water franchise agreements by both Golden State, which at the time was operating under the name "Southern California Water Company," and another private water company operating in the City, California American Water Company. Each company submitted a request for a new franchise.

City Council approved Franchise Agreements with California American Water and Golden State in 2006. An agreement was executed with California American Water and is currently in place. After Council approval, Golden State requested some changes and modifications to the agreement and a contract was never executed. The agreement reflects the changes and modifications requested by Golden State which are approved by the City. The agreement is available for review in the office of the City Clerk.

The City has been collecting franchise fees from Golden State through Sacramento County. Execution of this contract allows Golden State to pay franchise fees directly to the City.

Golden State is now seeking the grant of a water franchise for a 15 year period. The term may be renewed for one additional 15-year periods for a total franchise period of 30 years. Golden State is also seeking a franchise running contiguous with its current service boundaries as authorized by the State Public Utilities Commission. Finally, Golden State will pay franchise fees in accordance with the rates set by the Franchise Act of 1937 (Public Utilities Code Sections 6201, et seq.). In accordance with Public Utilities Code Section 6231, the company will pay franchise fees to the City totaling 2% of the company's gross annual receipts arising from the use, operation or possession of the franchise, except that this payment shall be not less than 1% of the gross annual receipts from the sale of water within the limits of the City.

The new franchise agreement, upon adoption by the City and acceptance by Golden State, will supersede the existing franchise agreements.

Procedure for Adoption

1. Following receipt of an application for a water franchise, the Council may pass a resolution stating its intent to grant the franchise.
2. A public hearing on the matter must then be held no earlier than 20 days and no later than 60 days following passage of the resolution.
3. Following the hearing, the Council may grant the franchise pursuant to ordinance.
4. The franchise will then become effective once the water company files written acceptance thereof with the City Clerk.

REQUESTED MOTION

"I move that the City Council adopt a resolution of intent to grant a water franchise to the Golden State Water Company."

ATTACHMENTS

1. Resolution of Intent
2. Diagram of Service Boundaries

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 105-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ANNOUNCING ITS INTENTION TO GRANT WATER FRANCHISE TO THE
GOLDEN STATE WATER COMPANY**

WHEREAS, the Golden State Water Company ("Golden State") is the current grantee of water franchise applicable to portions of the City of Rancho Cordova ("City"); and

WHEREAS, this franchise was granted by the County of Sacramento, of which the City has, upon incorporation, succeeded as grantor; and

WHEREAS, Golden State desires to enter into a new franchise with the City and as such has applied to the City for new franchise to replace the existing franchise by and between the City and Golden State; and

WHEREAS, the City Council desires to negotiate and grant water franchise to Golden State.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby resolves that:

1. It is the intention of the City Council to negotiate and grant a water franchise to Golden State. Golden State has applied for a water franchise contiguous with its current service boundaries as authorized by the State Public Utilities Commission, for a 30-year period, and paying annual franchise fees in accordance with the Franchise Act of 1937 (Public Utilities Code Sections 6201 et seq.).

2. In accordance with Public Utilities Code Section 6301, the City Council intends to require Golden State to file a corporate surety bond running to the City in a penal sum of fifteen thousand dollars (\$15,000) and conditioned that the grantees shall well and truly observe, fulfill, and perform each term and condition of the franchise, and that in case of any breach of condition of the bond the amount of the penal sum shall be recoverable by the City.

3. In accordance with Public Utilities Code Section 6232, a public hearing, where all persons having an objection to the granting of a water franchise to the Golden State Water Company may appear before the City Council and be heard, shall be held on December 3, 2012, during the regularly scheduled City Council meeting to be held on that date, which will begin at 5:30 p.m. and will be held at 2729 Prospect Park Drive in Rancho Cordova.

4. The City Clerk is directed to, within 15 days of the passage of this Resolution; publish notice of the hearing once in the Grapevine Independent in accordance with the provisions of Public Utilities Code Sections 6232 and 6233.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this _____ day of _____ 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

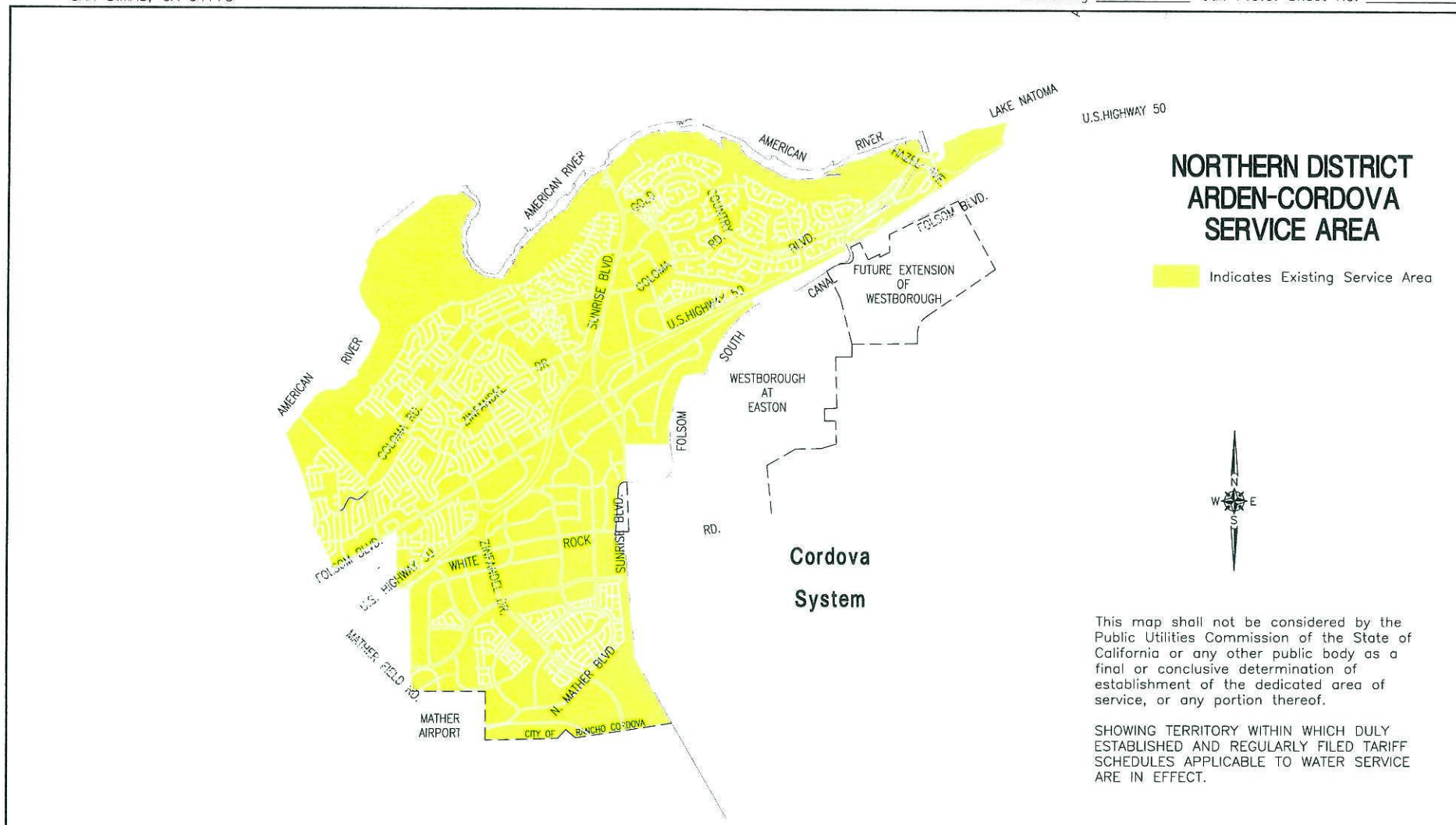
David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

GOLDEN STATE WATER COMPANY
630 E. FOOTHILL BLVD.
SAN DIMAS, CA 91773

REVISED Cal. P.U.C. Sheet No. 5249-W
Cancelling REVISED Cal. P.U.C. Sheet No. 4156-W



(To be inserted by Utility)
Advice Letter No. 1276-W
Decision No. 08-01-043

ISSUED BY
F.E. WICKS
PRESIDENT

(To be inserted by Cal. P.U.C.)
Date Filed MAY - 1 2008
Effective MAY - 1 2008
Resolution No.

MEMORANDUM



DATE: November 5, 2012

TO: Honorable Mayor and Council Members

FROM: Troy Holt, Public Information and Legislative Affairs Manager

SUBJECT: 2013 LEGISLATIVE PRIORITIES

RECOMMENDATION

Provide direction to staff for Fiscal Year (FY) 2014 funding requests, and a platform for discussions with legislators during the National League of Cities Congressional Conference, March 9-13, 2013 in Washington D.C.; also, receive update on City's Legislative Program and provide direction about the 2013 program.

RESULT OF RECOMMENDED ACTION

Submission of requests for federal funding for projects consistent with the Council's and community's priorities, and provide topics for discussions that the Mayor and Council members will hold with Congressional representatives during the March conference in Washington, D.C. Staff will also proceed with recommended changes and actions for the City's legislative program.

BACKGROUND

Annually, the City has an opportunity to submit requests for federal funding through the offices of our local elected representatives in Washington, D.C. We expect Senator Feinstein to establish a deadline in mid-January 2013 for requests. It is anticipated that Senator Boxer and Congressman Lungren will soon after issue their guidelines for requests for the FY 2014 funding cycle.

In the past, the City was successful in efforts to receive federal funding on projects such as: Folsom Boulevard enhancements (\$6,600,000), Senior Center expansion (\$200,000), White Rock Park Revitalization (\$147,000), International Extension and Bridge (\$250,000 in FY 2009 and \$500,000 in FY 2010), Pedestrian, ADA, and Safety Improvements on Mather Field Road (\$200,000), and Brownfields (\$400,000). We also received American Recovery and Reinvestment Act (ARRA) funding for the Coloma Road Rehabilitation project (\$1,121,360), the International Extension and Bridge project (\$1,050,000), Business Outreach funding (\$18,000), and the Energy Efficiency and Conservation Block Grant (EECBG) Program (\$653,500) to complete the electrical upgrades in Hagan and Village Green Parks, the virtual desktop and utility sub-metering projects in City Hall, and the cool roof on the new Police building.

In keeping with recommended practices in designing our requests, proposed projects need to be well developed, sharply focused, and resonate with benefits that are readily seen by an audience at the federal level. With this in mind, staff is recommending submission of the attached projects to Congressman Lungren and both U.S. Senators. These projects have been vetted with local Congressional staff members and further the City's goals of sustaining a livable community and improving transportation and connectivity.

Attachment 1 provides a list of questions used to evaluate projects eligible for funding requests and determine their readiness for submission. **Attachment 2** includes the recommended projects based on these criteria and follow-up discussions with the staff members in our Congressional offices.

2013 LEGISLATIVE ADVOCACY PLATFORM

Managing federal funding requests is just one part of the City's legislative program. The program, founded on a set of policy guidelines that were first approved by the Council in 2007, encompasses staff's monitoring of state and federal legislation of interest to the City. It also directs our advocacy efforts to support or oppose legislation that significantly impacts the City, and serves as an information clearinghouse for legislative issues, intergovernmental grant funding and other resources. **Attachment 3** shows the City's 2013 Legislative Priorities. The Legislative Priorities are coordinated with those established by the League of California Cities and the National League of Cities.

During the year, staff monitored more than one hundred State and Federal bills of concern to local governments and, specifically, to Rancho Cordova. Our advocacy efforts were keenly focused on protecting our revenues and resources. We strategically used the relationships that we have been building with our legislative representatives and staff to articulate our priorities to our delegation, and we saw some very positive results.

In the coming 2013-14 legislative session, we look forward to continuing to pursue the attached legislative policies not only as priorities, but as strategic objectives to enable the City to ensure a continued quality of life for our citizens. At this time, staff is also requesting feedback from the Council regarding any changes or enhancements to the 2013 legislative program and priorities.

ATTACHMENTS

1. FY 2014 Project Development Questions
2. FY 2014 Projects for Possible Federal Funding Opportunities
3. 2013 Legislative Advocacy Platform

ATTACHMENT 1

FY 2014 Project Development Questions

- What is the total project cost?
- What is the federal nexus (if necessary)?
- What is the prior year(s) federal funding history? (What other federal funds has this project received?)
- If this project has received previous federal funds, how have they been spent?
- What are the sources and amounts of state, local or private matching funds (if any)?
- What other agencies are affected by the requested project?
- What is the current status of the project described in this application?
- What is the background/justification for the requested amount (project need and federal role)?
- What other state, local or nonprofit organizations *support* this application?
- Provide a budget breakdown of how the requested funds will be used.
- What is the priority order of this request? (Example: 2 of 9)
- How quickly will these funds be expended? What is the expected work schedule?
- Is this a one-time request? Does the City anticipate requesting funding for this project again in future years?

ATTACHMENT 2

FY 2014 Projects for Possible Federal Funding Opportunities

Page 1 of 2

Project	Description
White Rock Road Improvements, Sunrise to City Limits	Improve White Rock Road, from Sunrise Boulevard to the eastern City limit. This project will eliminate the bottleneck between the existing six-lane road at Sunrise Boulevard to the eastern City limit of Rancho Cordova where Sacramento County is constructing additional lanes. White Rock Road has regional significance, as it will provide parallel relief capacity for U.S. Highway 50. This will increase the goods movement capacity and allow for increase freight and commerce capacity both within and through the Sacramento area. Completed in coordination with Sacramento County's similar White Rock Road project to the east of the City limit, this project will greatly enhance the safety benefits of this regional asset. This project was identified as a priority project by the 50 Mobility Partnerships. The total project cost of \$16.5 million builds a four-lane arterial with median improvements. If funding for the total project cost is not immediately available, the construction can be phased. The City has secured \$7 million for the project that will be used to construct the first phase from Sunrise Boulevard to approximately the future intersection of Rancho Cordova Parkway and White Rock Road. For an additional \$5 million, or \$12 million total, the project could extend to the future intersection of International Drive and White Rock Road (Phase II). For \$9.5 million, the project could extend to the City limits (Phase III). The federal funding request is for \$5 million for completion of Phase II, or \$9.5 million for completion of Phases II and III.
Sunrise Blvd - Kiefer Blvd to SR16	Widen Sunrise Boulevard from two to four-lanes from Kiefer Boulevard to State Route 16 (Jackson Highway) and construct partial intersection improvements at Sunrise Boulevard and State Route 16. The project includes modifications to the bridge on Sunrise Boulevard over Laguna Creek. The total project cost of \$12 million would provide two additional lanes on Sunrise from Kiefer Boulevard to State Route 16 (Jackson Highway), one of the few direct connections from Grant Line Road to Highway 50. This is the only section of Sunrise Boulevard that is two lanes and is currently at capacity. This project will include raising a portion of Sunrise Boulevard above a local flood plain. When this section of Sunrise floods, it cuts off a much needed connection to the southeast county. The City has secured \$6 million in local funds. The federal funding request is for \$6 million.
Folsom Boulevard Enhancement, Phase IV	This project will provide for improved aesthetics and safety along Folsom Boulevard between Rod Beaudry Drive and Bradshaw Road and between Kilgore Road and Sunrise Boulevard. The enhancements include the installation of new sidewalks, landscaping, medians, street lights, and intersection improvements. Road reconstruction will also be performed within the project limits. The total project cost is \$10 million. The City has secured \$2 million in local funds. The federal funding request is for \$8 million.
American River Parkway Trail Connection	Plan, design, engineer, and construct a bicycle and pedestrian connection from the end of Chase Drive to the American River Parkway Trail. This improvement would provide much needed access to the American River Parkway, and would be completed cooperatively with the Sacramento County Regional Parks District. Project total is \$250,000. The federal funding request is for \$200,000.

FY 2014 Projects for Possible Federal Funding Opportunities

Page 2 of 2

Project	Description
COPS Hiring Program	COPS Hiring Program (CHP) grants are designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides funds directly to law enforcement agencies to hire new and/or rehire career law enforcement officers, and to increase their community policing capacity and crime prevention efforts. Grants are 100% of the cost of salary and benefits for an entry-level officer for three years, with a commitment by the city to retain that officer for one year at its own cost. The federal funding request is for \$500,000.
Mather Veterans Village	City of Rancho Cordova, County of Sacramento and Mather Veterans' Hospital are co-sponsoring the creation of up to 125 units and beds of permanent supportive housing. The development will be comprised of up to three different types of living arrangements for a spectrum of disabled, homeless veterans. These veterans' needs will range from intake and stabilization through accommodated and independent living. The development will be contiguous to the Mather Veterans Administration Medical Center. A four-acre commitment of County land and initial funding in the amount of \$1.5 million for the first phase development of 50 units has been obtained. The allocation of 50 VASH units to the Sacramento County Housing Authority in support of this effort is requested to complete the feasibility of the first phase of development.

ATTACHMENT 3**2013 Legislative Advocacy Platform**

The Statement of Priorities is adopted annually to authorize the City's active participation to influence federal and state decision-making on legislation and budget issues. It also guides City staff and contract lobbyists in creating federal funding requests for each federal fiscal year, serving as a filter through which to act upon legislative issues. Using this document as a guide, the City will take positions on specific legislation and amendments and craft its funding requests. The Mayor will sign legislative letters based on the City's identified interests; additionally, Council Members may be actively involved in advocacy efforts.

Priorities are stated broadly in order to provide the flexibility needed to respond in a timely way to the rapid changes inherent in the federal and state legislative process. This document should also serve as a guide to assist staff in identifying specific bills that are important to the City and in determining City interest in each. These priorities will help City officials, staff, and contract lobbyists to have a "single message" when speaking to representatives. The legislative programs of the League of California Cities, the National League of Cities, and other agencies may also influence City activities with common interests.

In addition, the City will evaluate legislation, pursue funding, and serve as a broker, facilitator and catalyst to enhance the community, based on specific policy areas, such as transportation and infrastructure, economic development, planning, and parks and recreation.

Generally, the City will evaluate legislation based on the following broad criteria:

- Protection of local revenues
- Protection/increase of local government discretion
- Protection/increase of funding for specific programs or services (e.g. CDBG, EECBG, RDA, NSP)
- Support of key programmatic goals
- Preventing unfunded mandates
- Consistency with existing City policy
- Have a direct impact upon the City

Based on the above criteria, the following policy positions are recommended:

Brown Act/Elections Code/Political Reform Act/Public Records Act*Support:*

- Legislation that simplifies and streamlines the administration of the Brown Act, the Elections Code, the Political Reform Act, and the Public Records Act, and provides opportunities to recover costs.
- Legislation that seeks to protect the City's ability to obtain confidential advice from legal counsel on items such as anticipated and pending litigation and real estate acquisition.

Oppose:

- Additional mandates in this policy area without full cost recovery.
- Legislation that would invade the attorney-client privilege and upset the balance between the public's right to know the conduct of its business and a city's temporary need for privileged conversations with legal counsel.

Economic Development

Support:

- Legislation, strategies, and policies that attract, retain, and expand business; supports job creation, retention, and expansion; maximizes revenue opportunities; fosters place making; and enhances community amenities.

Oppose:

- Legislation that adversely impacts the ability of communities to attract and retain jobs.

Environment

Support:

- Legislation that ensures local government representation and participation on state and federal environmental regulatory bodies.
- Legislation to standardize and streamline state and federal environmental regulations.
- Legislation that provides the City with the flexibility to enact environmental standards that are stricter than state or federal standards if the City so chooses.

Oppose:

- Legislation that, under the guise of environmental protection, restricts its land use authority.
- Legislation that deletes local government representation and participation on state and federal environmental regulatory bodies.

Housing

Support:

- Legislation that provides needed resources and flexibility to local governments for the production of housing that meets all socioeconomic needs and local demands.
- Measures that would provide local governments with greater flexibility in the housing element process.
- Legislation that provides needed federal and state incentives that help facilitate the production and preservation of affordable housing units including, but not limited to, housing bond funds and tax credits, housing element self-certification, relief from prevailing wage requirements, and CEQA reform.

Oppose:

- Legislation that unduly punishes local governments for non-compliance with rigid state housing standards that are imposed outside of the local decision-making process.

Local Control

Support:

- Legislation that enhances local control of resources and tools that allows Rancho Cordova to address the needs of residents within a framework of regional cooperation.

Oppose:

- Preemption of local authority, whether by state or federal legislation, or ballot propositions.

Mandates

Support:

- Legislation that encourages the use of state and federal incentives for local government action rather than mandates.
- Legislation to enhance local government's ability to comply with state and federal mandates.
- Measures to provide funding for federal and state mandates.
- Measures to streamline the process by which local governments are reimbursed by the state for the cost of unfunded mandates.

Oppose:

- Legislation that seeks to impose additional unfunded mandates on local governments that produce inequitable burdens and financial and other hardships.
- Measures that would further delay reimbursement for unfunded mandates.

Planning

Support:

- Measures that seek to enhance the flexibility of local planning agencies to meet community needs and provide community enhancement.
- Legislation to resolve ambiguous or unworkable planning and environmental statutes so that local agencies have clear direction from the federal and state governments.
- Legislation that provides technical and financial support for streamlining Endangered Species Act and Clean Water Act permitting programs.

Oppose:

- Legislation to impose additional mandatory and arbitrary reviews by non-local agencies of local planning documents.

Public Safety

Support:

- Legislation and measures to enhance public safety by providing additional funding for local agencies in their efforts to safeguard the public, increase the quality of life, reduce or prevent crime, educate citizens, and build community partnerships.
- Legislation that provides local law enforcement with additional tools to protect the public and prevent crime.
- Measures that establish task forces which unite multiple public safety resources in an effort to combat criminal acts which extend beyond the jurisdictional borders.
- Legislation to assist local law enforcement in its role as “first responders” to natural and man-made disasters.

Oppose:

- Legislation that limits the public safety policy tools available to local governments to deal with local conditions.
- Measures to reduce subventions and grant programs for public safety.
- Legislation that will limit or restrict public safety professionals from the efficient performance of their duties or that limits the law enforcement tools available to local public safety professionals.

Revenue Protection

Support:

- Measures that give local governments greater stability and independence in the state-local fiscal relationship, including full, constitutional protection of all local government revenues.
- Legislation that provides additional opportunities for local governments to be financially self-sufficient and oppose legislation that erodes the fiscal independence of local governments.
- Legislation that will enhance the state’s fiscal stability and minimize the impact to local governments of state budget deficits.

Oppose:

- Legislation that would give the state or federal government greater control over local revenue sources, or in any way reduces or diminishes City authority over local revenues.
- Legislation that would result in the permanent loss of City revenues unless it is part of a broader local government revenue protection package.
- Legislation that further exacerbates the state’s long-term budget imbalance and further exposes local governments to the effects of state budget deficits.

Telecommunications and Cable Franchises

Support:

- Legislation that maintains local control over public rights-of-way; protects local revenues used for essential local services, including public safety; guarantees access to, and funding for, public, educational and government access television.
- Legislation that ensures that the public is appropriately compensated by telecommunications providers that use the public's rights-of-way.

Oppose:

- Any legislation that does not adhere to the principles above.

Transportation and Infrastructure

Support:

- Additional funding for local transportation and other critical unmet infrastructure needs.
- Adequate and fair funding for the City and equitable distribution of transportation dollars within the SACOG region.

Oppose:

- Legislation that would reduce the ability of growing communities to address transportation and infrastructure needs with adequate funding (from diversified sources) and with as much flexibility as possible.
- Legislation that would in any way unduly restrict the City's ability to ensure that necessary public improvements are completed as part of new subdivisions.

NO STAFF REPORT PROVIDED FOR THIS ITEM

