

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, July 15, 2024

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova, CA 95670

**Fairfield Inn & Suites Milwaukee North - Lobby
7035 N Port Washington Road, Glendale, WI 53217**

How to Observe or Listen to the Meeting:

- Online via Zoom: <https://cityofranchocordova.zoom.us/j/81630466928>
Webinar ID: 816 3046 6928
- By phone: +1 669 900 6833 or +1 253 215 8782
Webinar ID: 816 3046 6928

Public Comment

Members of the public who wish to address the City Council may do so in person during the meeting by completing and submitting a Speaker Card to the City Clerk.

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranchocordova.org no later than 2:00 p.m. on Monday, July 15, 2024. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 p.m. will be distributed to the Council.

If you have questions related to the City Council Meeting, please contact the City Clerk's Office at (916) 851-8720 before Monday, July 15, 2024, at 2:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry, and Mayor David Sander

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Ruby Smallwood with the Law Enforcement Chaplaincy will give the invocation.

5. PRESENTATIONS

5.1. Spring Service Day Presentation.

6. PUBLIC COMMENT

Members of the public wishing to address the Council for any matter 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 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.

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda 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.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

9.1. **Subject:** Meeting Minutes from the Special City Council Meeting of June 25, 2024, and the Regular City Council Meeting of July 1, 2024.

Recommendation: Adopt the minutes.

9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-109 in an Amount not to Exceed \$3,337,600.89 with Central Valley Engineering & Asphalt, Inc. to Construct Phase 1 of the Countryside Neighborhood Street Rehabilitation Project.

Recommendation: Adopt the Resolution.

9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-105 in an Amount not to Exceed \$224,395.75 with Central Valley Engineering & Asphalt, Inc. to Construct the Neighborhood Traffic Management Program Phase 6 Project.

Recommendation: Adopt the Resolution.

9.4. **Subject:** A Resolution Amending the 2024 Rancho Cordova City Council Meeting Schedule.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

10.1. **Subject:** A Resolution Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the 2024-2025 Property Tax Roll.

Recommendation: Adopt the Resolution.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** Update Regarding 4th of July Fireworks.

Recommendation: Receive information.

12.2. **Subject:** Rancho Cordova Police Department Update.

Recommendation: Receive information.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

ADDITIONAL INFORMATION

Special Meetings listed below are subject to change/cancellation without further notice.

Unless the Council adopts a motion to extend the meeting, any item that is not initiated before 11:00 p.m. will be continued to the next day at 5:30 p.m. 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.cityofranhocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

August 19, 2024	5:30 PM Regular Meeting
August 27, 2024	5:30 PM Special Meeting/Work Session
September 3, 2024	4:00 PM Special Meeting/5:30 PM Regular Meeting
September 16, 2024	5:30 PM Regular Meeting
September 24, 2024	5:30 PM Special Meeting/Work Session
October 7, 2024	4:00 PM Special Meeting/5:30 PM Regular Meeting

October 21, 2024	5:30 PM Regular Meeting
October 29, 2024	5:30 PM Special Meeting/Work Session

If you have any technical questions related to the agenda items, please contact City Hall at (916) 851-8700.

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. 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.

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, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the July 15, 2024, Regular Meeting of the Rancho Cordova City Council was posted and available for review on July 11, 2024, 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 July 11, 2024, at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Tuesday, June 25, 2024

5:30 PM – Special Meeting/Work Session
American River Room

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Special meeting to order in the American River Room at 5:36 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry (arrived at 5:40 p.m.), and Mayor David Sander

Council Members Absent: None

Staff Members Present: Stacy Leitner, Adam Lindgren, Persephonie Riley, and Micah Runner

2. PUBLIC COMMENT

Mayor Sander stated that public comment would be taken at the time the item on the agenda was heard.

3. SPECIAL MEETING

- 3.1. **Subject:** Community Enhancement & Investment Fund Grant Process Policy Discussion and Legacy Project Update.

Recommendation: Receive presentation and provide direction.

Mayor Sander opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Ann Pierson

Mayor Sander closed the public comment period.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, June 25, 2024

ATTACHMENT 1

ACTION: Input was received regarding the Community Enhancement & Investment Fund Grant Process Policy and Legacy Project Update.

4. **ADJOURNMENT**

Mayor Sander adjourned the meeting at 7:38 p.m.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, July 1, 2024

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Special meeting to order in the David B. Roberts Council Chambers at 4:07 p.m.

Council Members Present: Linda Budge, Garrett Gatewood (arrived at 4:26 p.m.), Siri Pulipati, Donald Terry, and Mayor David Sander

Council Members Absent: None

Staff Members Present: Stacy Leitner, Adam Lindgren, Persephonie Riley, and Micah Runner

2. PUBLIC COMMENT

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

3. SPECIAL MEETING

3.1. Subject: Discussion Regarding the Future Development of the Waegell Property.

Recommendation: Receive information and provide feedback.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Input was received regarding the Future Development of the Waegell Property.

4. ADJOURNMENT OF SPECIAL MEETING

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 1, 2024

ATTACHMENT 2

Mayor Sander adjourned the Special meeting to the Regular meeting at 5:01 p.m.

5. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Regular meeting to order in the David B. Roberts Council Chambers at 5:36 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry, and Mayor David Sander

Council Members Absent: None

Staff Members Present: Stacy Leitner, Adam Lindgren, Persephonie Riley, and Micah Runner

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

7. PLEDGE OF ALLEGIANCE

Vice Mayor Siri Pulipati led the pledge.

8. INVOCATION

There was a moment of silence in lieu of an invocation.

9. PRESENTATIONS

9.1. Leadership Rancho Cordova Check Presentation to Rancho Cordova Food Locker.

9.2. Introduction of New Employees: Cassidy Shoop, Animal Services Officer I by April Stevenson, Neighborhood Services Management Analyst and Lindsay Morrow, Senior Environmental Planner by Darcy Goulart, Planning Manager.

9.3. Vice Mayor Siri Pulipati's Birthday on July 6, 2024.

9.4. The City of Rancho Cordova's Birthday on July 1, 2024.

10. PUBLIC COMMENT

Mayor Sander opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Sarah Alzanoon
2. Shakri Suhir
3. Wardah Abdul Rahim
4. Wafa Suhir
5. Rasheed Dean
6. Jessa Rego
7. Diann Rogers
8. Amoriya Perez

Mayor Sander closed the public comment period.

11. COUNCIL REPORTS

Council reported on events since the last meeting.

12. CITY MANAGER'S REPORT

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 1, 2024

ATTACHMENT 2

City Manager Micah Runner gave his report.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Motion to approve item 13.1 and 13.2 by Terry second by Gatewood;
Motion passed with a 5:0 vote

- 13.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of June 17, 2024.

Recommendation: Adopt the minutes.

- 13.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-95 in an Amount not to Exceed \$500,000 with Claggett Wolfe Associates for Consulting Services from July 1, 2024, through June 30, 2029.

Recommendation: Adopt the Resolution.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

15. PUBLIC HEARING ITEMS

- 15.1. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-93 in an Amount not to Exceed \$390,000 with Clutch for a Jobs and Talent Attraction Economic Incentive Award.

Recommendation: Adopt the Resolution.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Motion to approve item 15.1 by Terry second by Budge;
Motion passed with a 5:0 vote.

- 15.2. **Subject:** A Resolution Approving a Conditional Use Permit for the Mather Veterans Village Phase 4 Multifamily Housing Project for Homeless Veterans, Project No. PLND-0324-0095, and Adopting Findings Overruling the Airport Land Use Commission, Pursuant to the Overrule Process of Public Utilities Code Section 21676(b), that the Conditional Use Permit is Consistent with the Purposes of Public Utilities Code Section 21670.

Recommendation: Adopt the Resolution.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Motion to approve item 15.2 by Budge second by Terry;
Motion passed with a 5:0 vote.

16. REGULAR CALENDAR ITEMS

- 16.1. **Subject:** A Resolution Approving the Economic Development Department Jobs and Talent Attraction Program Revision.

Recommendation: Adopt the Resolution.

Council Member Pulipati recused herself due to a conflict of interest related to a former employer.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 1, 2024

ATTACHMENT 2

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Motion to approve item 16.1 by Budge second by Terry;
Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Sander, and Terry

NOES: None

ABSENT: None

RECUSED: Pulipati

- 16.2. **Subject:** A Resolution Approving a Conditional Funding Commitment of \$6,000,000 to Mercy Housing California for the Mather Veterans Village Phase 4 Affordable Housing Development Project.

Recommendation: Adopt the Resolution.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Motion to approve item 16.2 by Budge second by Terry;
Motion passed with a 5:0 vote.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

18. ADJOURN TO CLOSED SESSION

Mayor Sander adjourned the meeting to closed session at 7:32 p.m.

19. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called closed session to order at 7:32 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry, and Mayor David Sander

Council Members Absent: None

Staff Members Present: Adam Lindgren and Micah Runner

20. CLOSED SESSION

Council met in closed session to discuss the following item:

- 20.1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Pursuant to Government Code Section 54956.9(d)(4) (one case): Potential Litigation Related to National Opioid Cases and Settlement. (IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION, U.S.D.C., Eastern District of California, Case No. 2:18-cv-01135 and U.S.D.C., Northern District of Ohio, MDL No. 2804, Case No. 17-MD-2804.)

21. OPEN SESSION - REPORT FROM CLOSED SESSION

Deputy City Attorney Palmer Hilton reported that council directed staff to enter into and settle the case of the National Opioid Cases and Settlement. (IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION, U.S.D.C., Eastern District of California, Case No. 2:18-cv-01135 and U.S.D.C., Northern District of Ohio, MDL No. 2804, Case No. 17-MD-2804) by a unanimous 5:0 vote.

22. ADJOURNMENT

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 1, 2024

ATTACHMENT 2

Mayor Sander adjourned the meeting in memory of Kirk Taber at 7:41 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: July 15, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Jesse Yabes, Assistant Civil Engineer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-109 IN AN AMOUNT NOT TO EXCEED \$3,337,600.89 WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. TO CONSTRUCT PHASE 1 OF THE COUNTRYSIDE NEIGHBORHOOD STREET REHABILITATION PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2024-109 in an amount not to exceed \$3,337,600.89 with Central Valley Engineering & Asphalt, Inc. to construct Phase 1 of the Countryside Neighborhood Street Rehabilitation Project.

BACKGROUND

The Countryside Neighborhood Street Rehabilitation Project (Project) is bordered by Routier Road, Folsom Boulevard, Mather Field Road, Rockingham Drive, and Old Placerville Road. A Project map is included as Attachment 4. The Project will include an overlay of existing pavement to improve the road surfaces, sidewalk repairs and curb ramp upgrades to meet accessibility requirements, storm drain upgrades to improve flood protection and conveyance, and other incidental work as required.

Due to the availability of funding and priority of projects in the City's Capital Improvement Program, City staff has separated the Project into two phases of construction. Phase 1 includes the following streets:

Casimer Court, Country Way, Countryside Way, De Soto Way, Fireside Way, Folklore Way, Glenmoor Drive, Hartselle Way, Juliana Way, Maddiewood Circle, Misty Morning Circle, Monte Vallo Court, Nada Court, Old Placerville Road, Reba Court, Sagewood Court, Satow Drive, Skyward Court, Smithlee Drive, Sunol Way, Systems Parkway, and Wildwind Court.

By separating the project into phases, the City will deliver the needed improvements and reduce the City's deferred maintenance of streets that currently require preservation treatment.

The remaining local streets will be rehabilitated during Phase 2 of the Project. City staff anticipate delivering Phase 2 in Summer 2025 when additional funding becomes available.

In 2022, the City was awarded \$262,000 in construction funds through the Local Partnership Formulaic Grant Program which was administered by the Sacramento Transportation Authority (STA). The California Transportation Commission (CTC) approved STA's nomination to program these funds for the City. In June 2024, the CTC approved the City's request for allocation of funds.

Bids for the project were solicited on the City's Website, CIPList.com, and on OpenGov.com, on June 6, 2024. Bids for the project were publicly opened on July 2, 2024. A total of eight bids were received. The lowest responsible and responsive bid was \$3,337,600.89 from Central Valley Engineering & Asphalt, Inc. There were no Project bid alternatives. The contract award is based on the lowest, most responsive and responsible bid. The Bid Summary sheet is provided as Attachment 3.

The Project was approved as part of the City's five-year Capital Improvement Program. This Project was subject to environmental review under the California Environmental Quality Act (CEQA) and was determined to be exempt from CEQA Regulations pursuant to the Categorical Exemptions, per Section, "Existing Facilities," and Section 15302, "Replacement or Reconstruction," so long as the project only involves negligible or no expansion of existing use.

Staff recommends awarding the construction contract to Central Valley Engineering & Asphalt, Inc. and authorizing the City Manager to execute the agreement. The Project is expected to be under construction Summer 2024 and completed Spring 2025.

FISCAL IMPACT AND FUNDING SOURCE

This project is included in the Capital Improvement Plan budget for Fiscal Years 2023/2024 and 2024/2025. The Project budget consists of funding from Infrastructure Replacement Fund, Gas Tax, Trench Cut Fees, Road Maintenance and Rehabilitation Account, New Measure A Maintenance Fund, Storm Drain Enterprise Fund and Local Partnership Formulaic Grant Program.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-109
3. Bid Summary
4. Project Location Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-109 IN AN AMOUNT NOT TO EXCEED \$3,337,600.89 WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. TO CONSTRUCT PHASE 1 OF THE COUNTRYSIDE NEIGHBORHOOD STREET REHABILITATION PROJECT

WHEREAS, the City solicited bids for the Countryside Neighborhood Street Rehabilitation Phase 1 Project (Project) under the requirements of state law and publicly opened bids on July 2, 2024; and

WHEREAS, the lowest responsible bidder was Central Valley Engineering & Asphalt, Inc.; and

WHEREAS, adoption of this Resolution will award construction Contract No. 2024-109 with Central Valley Engineering & Asphalt, Inc. in an amount not to exceed \$3,337,600.89 for the Countryside Neighborhood Street Rehabilitation Phase 1 Project; and

WHEREAS, the Project includes overlay of existing pavement, curb ramp upgrades, sidewalk repairs, and drainage upgrades; and

WHEREAS, the California Transportation Committee awarded the City Two Hundred Sixty-Two Thousand Dollars in grant funds through the Local Partnership Formulaic Program; and

WHEREAS, Contract No. 2024-109 will be paid through Infrastructure Replacement Fund, Gas Tax, Trench Cut Fees, Road Maintenance and Rehabilitation Account, New Measure A Maintenance Fund, Storm Drain Enterprise Fund and Local Partnership Formulaic Grant Program; and

WHEREAS, this Project was reviewed under the requirements of the California Environmental Quality Act (CEQA) and it has been determined to be exempt from further review pursuant to CEQA Regulations, Section 15301, "Existing Facilities," and Section 15302, "Replacement or Reconstruction," so long as the project only involves negligible or no expansion of existing use.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2024-109 in an amount not to exceed \$3,337,600.89 with Central Valley Engineering & Asphalt, Inc. in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of July 2024 by the following vote:

AYES:

NOES:

ITEM 9.2.

ATTACHMENT 1

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND CENTRAL VALLEY ENGINEERING & ASPHALT,
INC. FOR COUNTRYSIDE NEIGHBORHOOD STREET REHABILITATION
PHASE 1 PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Central Valley Engineering & Asphalt, Inc. ("Contractor") as of July 16, 2024.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Countryside Neighborhood Street Rehabilitation Phase 1 ("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 June 6, 2024, on the City's website, ciplist.com, and opengov.com ("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 2016; 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. Term. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2026.

Section 3. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2024-109, as provided for and set forth in said Plans and Specifications, or in either of them, which said

ITEM 9.2.

Plans and Specifications are hereby referred 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 4. COMPLETION. Said work shall be completed and ready for acceptance.

Section 5. 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: **THREE MILLION, THREE HUNDRED THIRTY-SEVEN THOUSAND, SIX HUNDRED DOLLARS AND EIGHTY-NINE CENTS (\$3,337,600.89)**. 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 6. PREVAILING WAGES. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "**Prevailing Wage Laws**"), and be responsible for carrying out the requirements of such provisions. 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. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this

Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

Section 7. INSURANCE. The Contractor shall carry and maintain for the duration of the term 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 8. 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 9. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) 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 10. INDEMNIFICATION.

10.1 Contractor's Performance. Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 10.2 PERS Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Contractor 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, and any attorneys' fees and costs incurred by the City to enforce this Section.

- 10.3 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 11. Nondiscrimination and Equal Opportunity. Contractor 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 Contractor under this Agreement. Contractor 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 Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 12. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

Section 13. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

Section 14. MISCELLANEOUS PROVISIONS.

- 14.1 Successors.** 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.

- 14.2 Contract Administration.** This Agreement shall be administered by Jesse Yabe ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee.
- 14.3 Notices.** Any written notice to Consultant shall be sent to:
- James Castle
[Central Valley Engineering & Asphalt, Inc.
216 Kenroy Lane
Roseville, CA 95678
bayley@centralvalley.com (used for insurance update requests)
- Any written notice to City shall be sent to:
- Jesse Yabes
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670
jyabes@cityofranchocordova.org
- 14.4 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.
- 14.5 Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.
- 14.6 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions 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.
- 14.7 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.
- 14.8 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.
- 14.9 Survival.** The obligations of this Agreement, which by their nature would continue beyond the term or expiration of this Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

14.10 Entire Agreement. This Agreement, including the terms of payment attached hereto and incorporated herein as Exhibit A, and the Contract Documents as referenced above in Section 1, of this Agreement, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

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:

Micah Runner, City Manager

James Castle, CFO/ Secretary

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Last revised June 23, 2022

EXHIBIT "A"

SCHEDULE OF QUANTITIES				Central Valley Engineering & Asphalt, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$118,000.00	\$118,000.00
2	Traffic Control Plan	1	LS	\$96,000.00	\$96,000.00
3	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	\$18,970.00	\$18,970.00
4	Construction Staking	1	LS	\$15,000.00	\$15,000.00
5	Remove Base & Surfacing	8093	SF	\$5.50	\$44,511.50
6	Tree Root Control Barrier (Contingency)	250	LF	\$95.00	\$23,750.00
7	DI (Type B)	14	EA	\$6,000.00	\$84,000.00
8	Remove & Replace with DI (Type B)	3	EA	\$6,500.00	\$19,500.00
9	Remove & Replace with DI (Type C)	1	EA	\$6,500.00	\$6,500.00
10	Remove & Replace with DI (Type J)	1	EA	\$10,000.00	\$10,000.00
11	Remove & Replace with DI (Type B Modified)	1	EA	\$6,500.00	\$6,500.00
12	SDMH (48" Pre-Cast)	6	EA	\$15,500.00	\$93,000.00
13	12" SD Pipe	273	LF	\$165.00	\$45,045.00
14	Remove & Replace with 10" SD Pipe	117	LF	\$205.00	\$23,985.00
15	Remove & Replace with 12" SD Pipe	618	LF	\$220.00	\$135,960.00
16	Remove ACP SD Pipe & Replace with 12" SD Pipe	79	LF	\$405.00	\$31,995.00
17	Connect to Existing Storm Drain Manhole	4	EA	\$1,800.00	\$7,200.00
18	Repair Storm Drain Manhole (Contingency)	2	EA	\$4,500.00	\$9,000.00
19	Cut & Cap SD Pipe	6	EA	\$1,800.00	\$10,800.00
20	Cap DI Lead at Manhole	8	EA	\$1,500.00	\$12,000.00
21	Abandon Drop Inlet (DI)	13	EA	\$2,200.00	\$28,600.00
22	Adjust Utility to Grade	77	EA	\$1,850.00	\$142,450.00
23	Concrete Sidewalk	3505	SF	\$28.00	\$98,140.00
24	Detectable Warning Surface	15	EA	\$550.00	\$8,250.00
25	Concrete Curb & Gutter	869	LF	\$85.00	\$73,865.00
26	4" HMA (Type A) Digout	14328	SF	\$7.75	\$111,042.00
27	8" HMA (Type A) Digout	15523	SF	\$14.50	\$225,083.50
28	4' Edge Grind & Structural Section	9740	LF	\$6.75	\$65,745.00
29	Roadway Reconstruction	9936	SF	\$13.30	\$132,148.80
30	Unsuitable Material Excavation & Backfill (Contingency)	148	CY	\$80.00	\$11,840.00
31	Geotextile Fabric (Contingency)	8001	SF	\$1.25	\$10,001.25
32	Scarify & Recompact (Contingency)	19015	SF	\$.25	\$4,753.75
33	Cold Plane	312575	SF	\$.35	\$109,401.25
34	Cold Plane (Conform Grind)	1715	SF	\$3.00	\$5,145.00
35	Slurry Seal (Type I)	119758	SF	\$.45	\$53,891.10
36	Slurry Seal (Type II)	109552	SF	\$.48	\$52,584.96
37	Cape Seal	415629	SF	\$.92	\$382,378.68
38	HMA (Type A) Overlay	149	TON	\$248.00	\$36,952.00
39	Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G) Overlay	4273	TON	\$191.00	\$816,143.00
40	Remove & Replace Speed Hump	1	EA	\$8,250.00	\$8,250.00
41	Remove Traffic Stripe	46829	LF	\$.70	\$32,780.30
42	Remove Pavement Marking	2252	SF	\$4.30	\$9,683.60
43	Traffic Stripe	46829	LF	\$1.80	\$84,292.20
44	Pavement Marking	3526	SF	\$1.75	\$6,170.50
45	FH Pavement Marker	58	EA	\$40.00	\$2,320.00
46	Remove & Replace Sign Post	27	EA	\$517.50	\$13,972.50
Total					\$3,337,600.89



**Countryside Neighborhood Street Rehabilitation Phase 1 Project
Bid Summary**

June 2, 2024, 1:30 pm, Open Gov

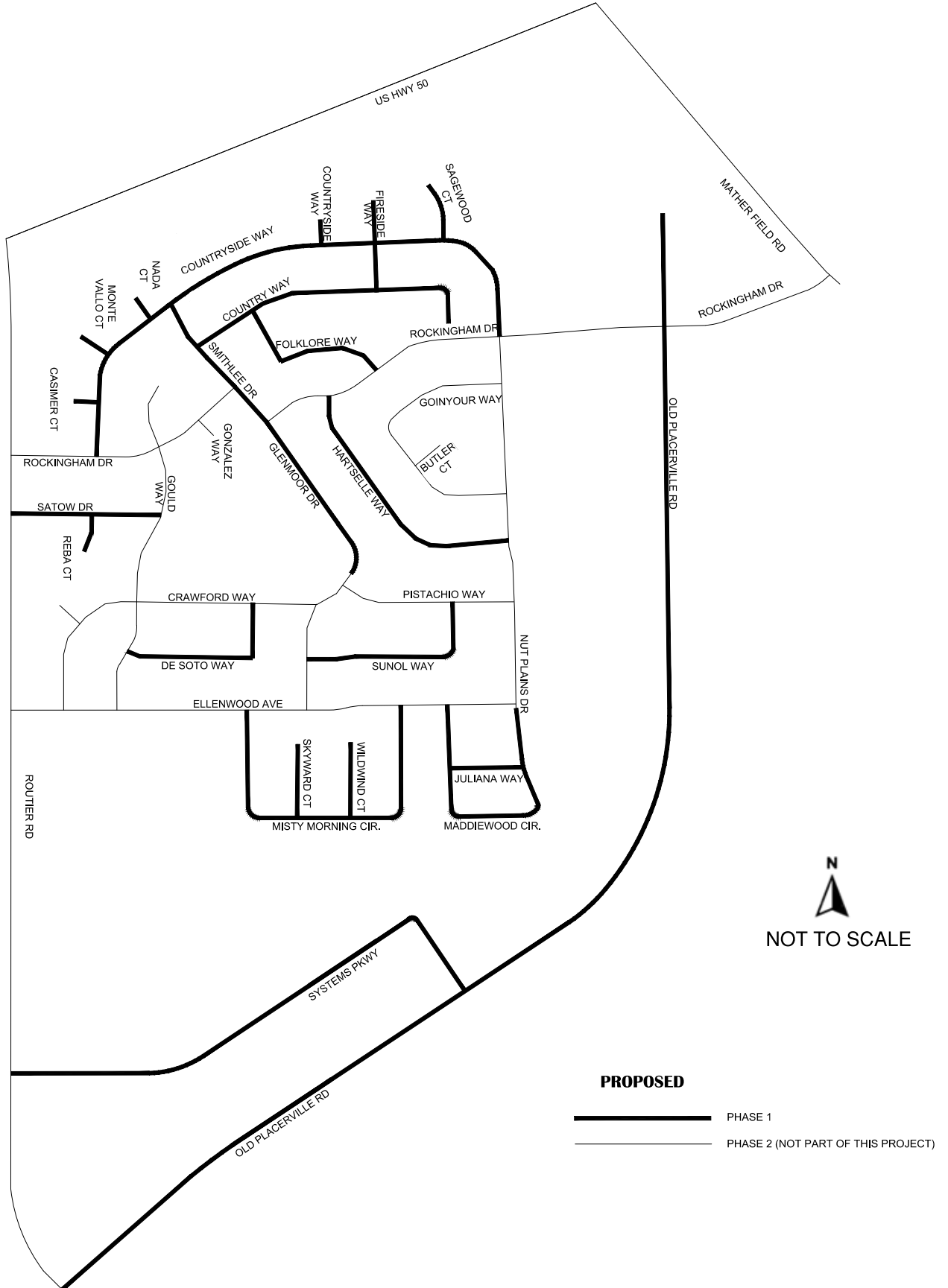
			Bid Schedule	Project Contact	Contractors License	DIR Registration	Equal Employment	Public Contract Code 10285.1, 10162, 10232 Statements	Designation of Subcontractors	Experience / Qualifications Questions 9-12	Bidder's Bond	IRAN Contracting Affidavit	Non-Collusion Affidavit	Debarment & Suspension	CARB Certificate of Reported Compliance	Submittal Confirmation	Addendum 1
	Construction Contractor	TOTAL															
A	Central Valley Engineering & Asphalt, Inc.	\$3,337,600.89	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
B	B & M Builders, Inc.	\$3,648,631.49	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
C	Martin Brothers Construction, Inc.	\$3,675,000.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
D	Teichert Construction, Inc.	\$3,693,777.31	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
E	Ghilotti Bros, Inc.	\$3,899,955.44	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
F	Dutch Contracting, Inc.	4,034,867.50	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
G	Martin General Engineering, Inc.	4,399,412.96	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
H	Granite Construction, Inc.	4,637,620.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Attendees: Stacy Leitner, City Clerk
Jesse Yabes, Associate Civil Engineer
Edgar Medina, Principal Civil Engineer

Stacy Leitner, City Clerk

Date

COUNTRYSIDE NEIGHBORHOOD STREET REHABILITATION PHASE 1 PROJECT MAP



MEMORANDUM



ITEM 9.3.

DATE: July 15, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Ben Chan, Assistant Civil Engineer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-105 IN AN AMOUNT NOT TO EXCEED \$224,395.75 WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. TO CONSTRUCT THE NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PHASE 6 PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2024-105 in an amount not to exceed \$224,395.75 with Central Valley Engineering & Asphalt, Inc. to construct the Neighborhood Traffic Management Program Phase 6 Project CP15-2159.

BACKGROUND

The goal of the Neighborhood Traffic Management Program (NTMP) is to identify specific areas where safety may be improved through traffic calming measures. Measures commonly utilized to calm traffic include bulbouts, speed humps, striping and signage. This sixth phase of the NTMP will install traffic calming measures at several locations throughout the City, Attachment 3.

The primary bid consists of furnishing all labor, materials, and equipment for construction of new speed humps, speed lumps, bulbouts, electronic speed feedback advisory signs, bike lane striping, and associated improvements at various locations.

Bids were solicited on the City's Website, CIPList.com, OpenGov.com, and the Sacramento, Placer and El Dorado County Builders Exchanges on May 30, 2024. Bids for the project were publicly opened on Thursday, June 13, 2024. A total of four bids were received. The lowest responsible total bid amount was \$224,395.75. The Bid summary sheet is provided as Attachment 4. Staff recommendation is to award the construction contract for the total bid amount of \$224,395.75 to Central Valley Engineering & Asphalt, Inc. and authorizing the City Manager to execute the agreement.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the General Fund. Funding for this contract will consist of Measure A and Infrastructure Replacement Funds. This project is included in the previously approved 2023/2024 budget.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-105
3. Location Map
4. Bid Summary

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-105 IN AN AMOUNT NOT TO EXCEED \$224,395.75 WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. TO CONSTRUCT THE NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PHASE 6 PROJECT

WHEREAS, the City solicited bids for the Neighborhood Traffic Management Program (NTMP) Phase 6 Project under the requirements of state law and publicly opened bids on June 13, 2024; and

WHEREAS, the lowest responsible bidder is Central Valley Engineering & Asphalt, Inc.; and

WHEREAS, adoption of this Resolution will award Construction Contract No. 2024-105 to Central Valley Engineering & Asphalt, Inc. in an amount not to exceed \$224,395.75 for the NTMP Phase 6 Project; and

WHEREAS, funding for this project consists of Measure A and Infrastructure Replacement Funds; and

WHEREAS, there is no impact to the City's General Fund; and

WHEREAS, the NTMP Phase 6 Project will install speed humps, speed lumps, bulbouts, electronic speed feedback advisory signs, bike lane striping, and associated improvements at various locations throughout the City; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act (CEQA) at the time the City approved its five-year Capital Improvement Program, and it has been determined to be exempt from further review pursuant to CEQA Regulation 15301(l) regarding repairs, maintenance, or minor alterations to "existing facilities," so long as the project only involves negligible or no expansion beyond the current facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2024-105 in an amount not to exceed \$224,395.75 with Central Valley Engineering & Asphalt, Inc. in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of July 2024 by the following vote:

AYES:

NOES:

ABSENT:

ITEM 9.3.

ATTACHMENT 1

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND CENTRAL VALLEY ENGINEERING & ASPHALT, INC.
FOR THE NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PHASE 6 PROJECT CITY
PROJECT NO. CP15-2159**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Central Valley Engineering & Asphalt, Inc. ("Contractor") as of July 16, 2024.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the Neighborhood Traffic Management Program Phase 6 Project ("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 May 30, 2024 on CIPList.com, OpenGov.com, and the City of Rancho Cordova Website ("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 2016; 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. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2026.

Section 3. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2024-105 as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred 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 4. COMPLETION. Said work shall be completed and ready for acceptance.

Section 5. 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 Twenty-Four Thousand Three Hundred Ninety-Five Dollars and Seventy-Five Cents (\$224,395.75)**. 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 6. PREVAILING WAGES. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1 and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "**Prevailing Wage Laws**"), and be responsible for carrying out the requirements of such provisions. 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. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of

payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

Section 7. INSURANCE. The Contractor shall carry and maintain for the duration of the term 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 8. 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 9. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) 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 10. INDEMNIFICATION.

- 10.1 Contractor's Performance.** Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 10.2 PERS Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Contractor 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, and any attorneys' fees and costs incurred by the City to enforce this Section.
- 10.3 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 11. Nondiscrimination and Equal Opportunity. Contractor 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 Contractor under this Agreement. Contractor 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 Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 12. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

Section 13. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

Section 14. MISCELLANEOUS PROVISIONS.

- 14.1 Successors.** 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.
- 14.2 Contract Administration.** This Agreement shall be administered by Ben Chan ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

14.3 Notices. Any written notice to Contractor shall be sent to:

James Castle, CFO/Secretary
Central Valley Engineering & Asphalt, Inc.
216 Kenroy Lane
Roseville, CA 95678
916-791-1609
james@cenvalley.com

Any written notice to City shall be sent to:

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

- 14.4 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.
- 14.5 Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.
- 14.6 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions 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.
- 14.7 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.
- 14.8 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.
- 14.9 Survival.** The obligations of this Agreement, which by their nature would continue beyond the term or expiration of this Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.
- 14.10 Entire Agreement.** This Agreement, including the terms of payment attached hereto and incorporated herein as Exhibit A, and the Contract Documents as referenced above in Section 1, of this Agreement, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations,

representations, and Agreements regarding the subject matter of this Agreement,
either written or oral.

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:

Micah Runner, City Manager

James Castle, CFO/Secretary

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Last revised June 23, 2022



[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

IFB No. CP15-2159

Neighborhood Traffic Management Program Phase 6

RESPONSE DEADLINE: June 13, 2024 at 2:00 pm

Report Generated: Saturday, June 22, 2024

Central Valley Engineering & Asphalt, Inc. Response

CONTACT INFORMATION

Company:

Central Valley Engineering & Asphalt, Inc.

Email:

bayley@cenvalley.com

Contact:

Bayley Follett

Address:

216 Kenroy Lane
Roseville, CA 95678

Phone:

(916) 791-1609

Website:

N/A

Submission Date:

Jun 13, 2024 1:32 PM

ITEM 9.3.

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

IFB No. CP15-2159

Neighborhood Traffic Management Program Phase 6

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Project Contact*

Pass

Please provide the following regarding the point of contact for your submittal:

- Full Name (First and Last)
- Title
- Phone Number
- Email

Bayley Follett

Project Engineer

916-791-1609

bayley@cenvalley.com

2. Contractor's License*

Pass

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.

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

Invitation For Bid - Neighborhood Traffic Management Program Phase 6

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ITEM 9.3.

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

IFB No. CP15-2159

Neighborhood Traffic Management Program Phase 6

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 the City his/her contractor's license information.

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.

Please enter the California Contractor's License Number for your company.

773404

[Click to Verify](#) *Value will be copied to clipboard*

3. DIR Registration*

Pass

Enter your California Department of Industrial Relations (DIR) Contractor Registration Number.

Please Note:

If the City is unable to confirm that the bidder/contractor's DIR registration is current, the City must disqualify the bidder, as required by Labor Code section 1725.5."

1000001249

[Click to Verify](#) *Value will be copied to clipboard*

4. Equal Employment Opportunity Certification*

Pass

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

Invitation For Bid - Neighborhood Traffic Management Program Phase 6

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[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

IFB No. CP15-2159

Neighborhood Traffic Management Program Phase 6

This 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.

Bidder shall confirm whether or not Bidder, and any proposed subcontractors, have participated in previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have 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.

Bidder and/or a Proposed Subcontractors Have Participated

5. Public Contract Code Section 10285.1 Statement*

Pass

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder shall declare under penalty of perjury under the laws of the State of California that the bidder **"HAS"** or **"HAS NOT"** 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.

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

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[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

IFB No. CP15-2159

Neighborhood Traffic Management Program Phase 6

Note: The bidder must select "has" or "has not". The above Statement is part of the Proposal. Submitting this Proposal shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

HAS NOT

6. Public Contract Code Section 10162*

Pass

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?

No

7. Public Contract Code 10232 Statement*

Pass

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. Submitting this Proposal 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.

Confirmed

ITEM 9.3.

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

IFB No. CP15-2159

Neighborhood Traffic Management Program Phase 6

8. Subcontractors?*

Pass

Will you be using subcontractors for this project?

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

Yes

SUBCONTRACTORS*

Pass

You have indicated that you will be using subcontractors for this project. Please download the attached form, complete it, and upload it back here as part of your submittal.

- [Subcontracting Form.pdf](#)

06132024_DESIGNATION_OF_SUBCONTRACTORS.pdf

9. Years of Experience Under Current Business Name*

Pass

Please state the number of years for which the Bidder has been engaged in the contracting of business under its current name.

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

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[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

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Neighborhood Traffic Management Program Phase 6

24

10. Years of Similar Experience*

Pass

Please state the number of years of experience the Bidder has in work of a nature similar to that noted in this Bid.

24

11. Failure to Complete Work Satisfactorily*

Pass

Has the Bidder, as a Contractor, ever failed to satisfactorily complete a Contract awarded to it?

No

12. Completed Contracts*

Pass

Provide information for at least three (3) contracts that have been satisfactorily completed by the Bidder in the last three (3) years.

For each contract, provide the following:

- Year
 - Type of Work
 - Contract Amount
 - Owner/Agency for Whom Work Was Performed
- A. Traders Lane Parking Improvements; 2023; R&R curb, gutter & SW, irrigation and root barrier install, seal coat and striping; \$272,269; City of Folsom
- B. Folsom On-Call Concrete & Asphalt; 2022-2024; R&R curb, gutter & SW, R&R asphalt; \$632,462/ year; City of Folsom

ITEM 9.3.

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

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Neighborhood Traffic Management Program Phase 6

C. Roseville On-Call Concrete; 2022-2024; R&R curb, gutter & SW, minor R&R AC; \$711,360; City of Roseville

13. Equipment List*

Pass

Provide a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

For each item, please provide:

- Quantity
- Name, Type and Capacity
- Condition
- Location
- A document with the equipment list can also be attached under the "Additional Information" question towards the end of this submittal. Please add "See Attachment in Additional Information" to the Response below.

See attachment in additional information

14. Bid Bond*

Pass

Please download the below documents, complete, and upload.

- [Bid_Bond.pdf](#)

Bid_Bond.pdf

15. Non-Collusion Affidavit*

Pass

ITEM 9.3.

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

IFB No. CP15-2159

Neighborhood Traffic Management Program Phase 6

NON-COLLUSION AFFIDAVIT

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

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

The bidder confirms that they are the party making the foregoing bid and declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

16. Debarment and Suspension*

Pass

The bidder, under penalty of perjury, certifies that 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;

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

Invitation For Bid - Neighborhood Traffic Management Program Phase 6

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IFB No. CP15-2159

Neighborhood Traffic Management Program Phase 6

- 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, provide an answer of "NO" here and provide clarification in the following question.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. Your answer here is considered part of your proposal and submittal of proposal shall constitute certification of any statements made here.

No

17. Does the Contractor and all sub-contractors have a valid Certificate of Reported Compliance for vehicle and equipment subject to California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulations in accordance with CARB § 2449 General Requirements for In-Use Off-Road Diesel-Fueled Fleets.*

Pass

Yes

UPLOAD CARB CERTIFICATE OF REPORTED COMPLIANCE*

Pass

Off-Road_Cert_CVEA.pdf

18. Additional Information

Pass

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

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Neighborhood Traffic Management Program Phase 6

For any additional information requested or required by any of your previously provided answers please upload that additional documentation here.

SKM_C45824061307100.pdf

19. Submittal Confirmation*

Pass

The party submitting on behalf of the Company noted on the submittal is authorized to submit on behalf of said Company and has provided any authorization showing such if required by this Bid.

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

Confirmed

PRICE TABLES

BASE BID NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PHASE 6

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.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$7,600.00	\$7,600.00
2	Water Pollution Control Plan	1	LS	\$1,950.00	\$1,950.00
3	Traffic Control Plan	1	LS	\$6,800.00	\$6,800.00

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

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Neighborhood Traffic Management Program Phase 6

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Aggregate Base (Class 2)	10	CY	\$145.00	\$1,450.00
5	PCC, Type 4A Curb	190	LF	\$90.00	\$17,100.00
6	PCC, Stamped and Colored	380	SQFT	\$43.00	\$16,340.00
7	Detectable Warning Surface	100	SQFT	\$40.00	\$4,000.00
8	Speed Hump	2	EA	\$6,975.00	\$13,950.00
9	Speed Lump	1	EA	\$7,377.00	\$7,377.00
10	Remove Thermoplastic Traffic Stripe	30	LF	\$11.50	\$345.00
11	Thermoplastic Pavement Marking	540	SQFT	\$15.00	\$8,100.00
12	Thermoplastic Traffic Stripe	16,200	LF	\$1.90	\$30,780.00
13	Methyl Methacrylate Pavement Marking	7,130	SQFT	\$11.55	\$82,351.50
14	Pavement Marker	35	EA	\$28.75	\$1,006.25
15	Object Marker	12	EA	\$143.00	\$1,716.00
16	Yellow Paint	60	LF	\$6.30	\$378.00
17	Roadside Sign (SSBM)	4	EA	\$425.50	\$1,702.00
18	Roadside Sign - One Post	12	EA	\$600.00	\$7,200.00
19	Solar Speed Feedback Sign	1	LS	\$14,250.00	\$14,250.00

[CENTRAL VALLEY ENGINEERING & ASPHALT, INC.] RESPONSE DOCUMENT REPORT

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Neighborhood Traffic Management Program Phase 6

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$224,395.75

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Please complete the following form for each Subcontractor:

SUBCONTRACTOR (Name)	SUBCONTRACTOR (Location)	SUBCONTRACTOR (License Number)	SUBCONTRACTOR DIR #	DIR EXPIRATION	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
Sierra Traffic Markings	Roseville, CA	755317	1000002783	6/30/25	Pavement Markings/ Stripping	\$129,195
McGuire Pacific Constructors	Auburn, CA	587099	1000009016	6/30/27	Signs	\$21,118

Central Valley Engineering & Asphalt, Inc.
Contractor's Name (Printed)

6/13/2024
Date


Bidder's Signature

James Castle
Bidder's Name (Printed)

CFO/ Secretary
Bidder's Title



CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND

We, Central Valley Engineering & Asphalt, Inc.
_____ as Principal, and
Everest National Insurance 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 CP15-2159

Neighborhood Traffic Management Program Phase 6
(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at Rancho Cordova, CA on June 13th, 2024
(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, after 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 a 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: June 10th, 20 24.

Central Valley Engineering & Asphalt, Inc.

James Castle, CFO/Secretary
Principal

Everest National Insurance Company

By Breanna Boatright
Surety
Breanna Boatright, 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 to me on

Attorney-in-fact

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.

-See Attached - Nevada Notary Acknowledgment Complies with Nevada Revised Statute Chapter 240.

(SEAL)

Notary Public

NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on June 10th, 2024

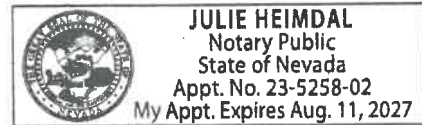
(date) by Breanna Boatright, (name of person).



Notary Public Signature

Print Julie Heimdal

Title Notary Public



(Seal)

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Elizabeth Collodi, John Hopkins, John Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Sharon Smith, Cassandra Medina

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.



Everest Reinsurance Company and Everest National Insurance Company

[Signature of Anthony Romano]

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

[Signature of Linda Robins]

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 10th day of June 2024.



[Signature of Sylvia Semerdjian]

By: Sylvia Semerdjian, Assistant Secretary

ITEM 9.3.

California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

**CENTRAL VALLEY ENGINEERING & ASPHALT,
INC**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

7535

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

ITEM 9.3.

ATTACHMENT 2
Contract No. 2024-105

Accompanying this proposal is Bidder's Bond

(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 (10%) 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 co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.

Central Valley Engineering & Asphalt, Inc.

Warren Holt, President Bob Leppek, Vice President James Castle, CFO/ Secretary

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

License No. 773404

Classification(s) A

ADDENDA

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

(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: 6/13/2024



Central Valley Engineering & Asphalt, Inc.


James Castle, CFO/ Secretary

Signature and Title of Bidder

Business Address 216 Kenroy Lane Roseville, CA 95678

Place of Business Placer County

Place of Residence Placer County

ITEM 9.3.

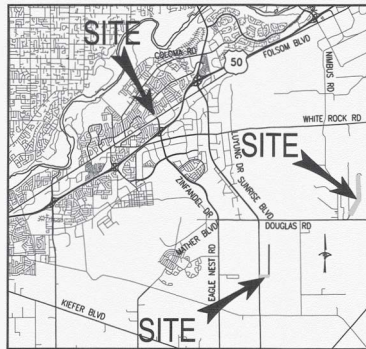
ATTACHMENT 2
Contract No. 2024-105

Central Valley Engineering & Asphalt, Inc.
Contractor Experience Statement

Contract Year	Project Name	Contract Amt	Location/Agency Name	Contact Name	Phone Number
2024	Arcade Cripple Creek Trail	\$ 8,577,010	City of Citrus Heights	Leslie Blomquist	916-727-4770
2023	Blue Ravine Pavement Resurfacing	\$ 1,988,969	City of Folsom	Ryan Chance	916-355-8346
2023	White Rock Road	\$ 2,110,969	City of Rancho Cordova	Edgar Medina	916-851-8907
2023	Mountaingate Dr Roadway Replacement	\$ 1,094,820	City of Rocklin	Rick Lawrence	916-240-8959
2023	Trader's Lane Parking Improvements	\$ 272,269	City of Folsom	Shane Rush	916-461-6706
2022	Howe Ave Bicycle & Pedestrian Improvement	\$ 2,480,000	County of Sacramento	Kyle Cameron	510-331-3996
2022	Roseville Road @ Diablo Dr. Traffic	\$ 916,000	County of Sacramento	Kyle Cameron	510-331-3996
2022	First Street Resurfacing Phase 2	\$ 1,100,000	City of Lincoln	Edgar Garcia	916-434-2419
2022	2020 Neighborhood Rehab Phase 2	\$ 4,427,000	City of Ranch Cordova	Brian Ellis	916-584-5315
2021	Winding Ln Curve & Lost Ave Intersection	\$ 327,000	City of Rocklin	Keith Jukes	916-625-5511
2021	Median Improvements	\$ 367,000	City of Rocklin	Keith Jukes	916-625-5511
2021	Access Curb Ramp Improvement	\$ 795,000	County of Sacramento	Christopher Abruscato	916-875-2772
2021	Signalized Intersection Safety Improvements	\$ 977,000	City of Citrus Heights	Leslie Blomquist	916-727-4770
2020	Rocklin Road Bike/Pedestrian Path	\$ 212,680	City of Rocklin	Keith Jukes	916-625-5511
2020	East Bidwell Street Widening	\$ 756,454	City of Folsom	Ryan Chance	916-355-8346
2020	Spring 2020 Roadway Base Repair	\$ 154,835	City of Auburn	Mengil A. Deane	530-823-4211
2019	Paving Repairs ar Gate E & Levee Rd.	\$ 319,000	CA Construction Authority	Michael Sellens	916-263-6155
2019	Residential Street Resurfacing	\$ 987,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2019	Asphalt Concrete Repairs	\$ 714,000	City of Elk Grove	Robert French	916-478-3648
2019	Iron Point Railroad Reconstruction	\$ 720,000	City of Folsom	Ryan Chance	916-355-8346
2019	Utility Trench Backfill	\$ 304,000	City of Roseville	Daniel Pruden	916-746-1891
2019	Barge Canal Trail Phase 1	\$ 937,000	City of West Sacramento	Jeramy Chapdelaine	916-617-4766
2019	44th Street Beautification Phase 2	\$ 208,000	County of Sacramento	Ali Chehade	916-875-2721
2019	ADA Path of Travel Upgrades	\$ 256,000	County of Sacramento	Mike Fallon	916-956-9764
2019	Boreham and Gayle Lane Phase 1 & 2	\$ 288,000	Nevada Irrigation District	Cameron Price	530-271-6808
2019	Rocklin Parking Lot Maintenance	\$ 318,000	Sierra Community College	Colin Irwin	916-660-7655
2019	800 South First Street	\$ 729,000	Sillveyville Cemetary Dist.	Melissa Apaka	707-678-5578
2018	2018 Accessibility & Drainage	\$ 752,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2018	Greenback/Madison/Folsom Auburn	\$ 2,103,000	City of Folsom	Ryan Chance	916-355-8346
2018	Cimmaron Overlay and Pavement Repair	\$ 733,000	City of Folsom	Ryan Chance	916-355-8346
2018	RFB 18-06 Asphalt Project	\$ 230,000	Sacramento Metro Fire Dist.	John Raeside	916-616-2482
2017	Bridgewater/Stillwater Paving Project	\$ 898,000	Riverlake Community Assoc.	Skip Brown	916-761-1817
2017	AC Overlay 2017 - Drayton Heights	\$ 2,185,000	County of Sacramento	Ali Chehade	916-875-2721
2017	Joiner Pky & 12 Bridges Dr Pavement	\$ 998,000	City of Lincoln	Roland Neufeld	916-434-2481

Equipment List

Quantity	Name, Type and Capacity	Condition	Location
4	Asphalt Pavers	Good	Roseville, CA
7	Rollers	Good	Roseville, CA
12	Tractors/Mini Excavators	Good	Roseville, CA
3	Transfers / 10-Wheelers	Good	Roseville, CA



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NUMBER	PAGE NUMBER	SHEET TITLE
T-1	1	TITLE SHEET
GN-1	2	GENERAL NOTES
L-1	3	LAYOUT - LOCATION 1
L-2 TO L-3	4 TO 5	LAYOUT - LOCATION 2
L-4	6	LAYOUT - LOCATION 3
CD-1	7	CONSTRUCTION DETAIL - LOCATION 3
CD-2 TO CD-3	8 TO 9	CONSTRUCTION DETAIL

NO.	LOCATION	SHEET NO.
①	ZINFANDEL DR FROM ALICANTE WAY TO PEDRO WAY	3
②	EDINGTON DR FROM ROCKDALE DR TO EVANSTON WAY	4, 5
③	JUSTINIAN DR FROM SUNRISE BLVD TO ANATOLIA DR	6, 7

UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVES	PHONE	CONTACT
U.S.A.	---	1-800-327-5600	---
GAS	P.G. & E	(916) 760-5737	NICK MORLOCK
ELECTRICITY	S.M.U.D.	(916) 732-5219	DONALD FRENCH
TELEPHONE	AT&T	(916) 213-8736	ASTRID WILLARD
T.V. CABLE	COMCAST	(916) 830-6975	STEVE ABELIA
WATER	SCWA	(916) 874-5159	JOHN KERN
FIBER OPTIC	GOLDEN STATE UTILITY	(916) 387-625 5	DAN TREVINO

APPROVED BY: 
CITY OF RANCHO CORDOVA PUBLIC WORKS DIRECTOR
DATE: 5.29.24



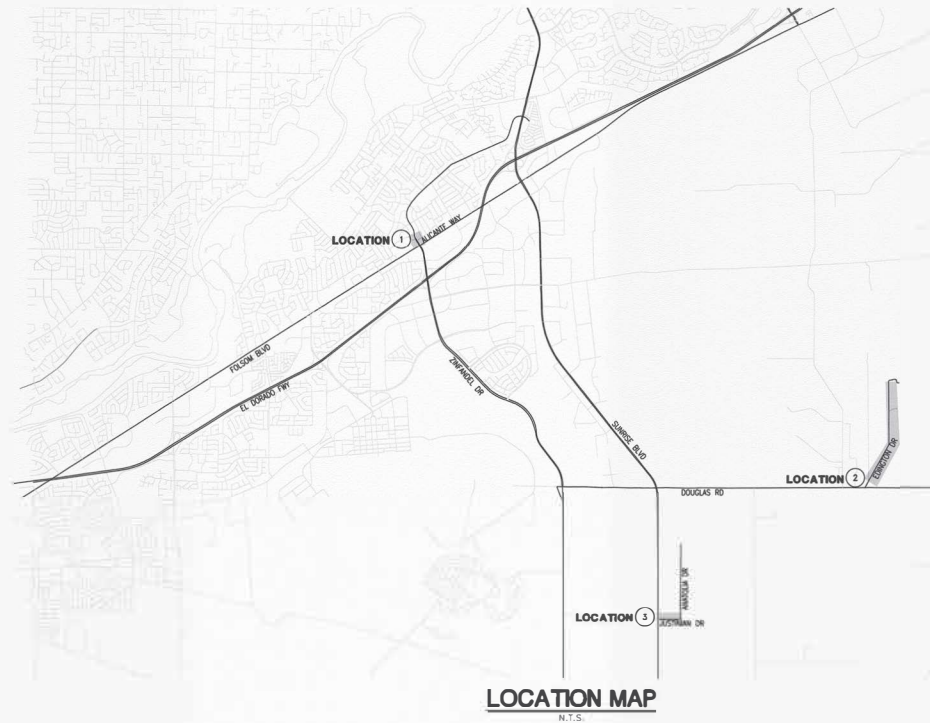
IMPROVEMENT PLANS FOR

NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PHASE 6

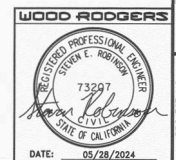
RANCHO CORDOVA

CALIFORNIA

CITY PROJECT No. CP15-2159



LOCATION MAP
N.T.S.



CIVIL ENGINEER
WOOD RODGERS INC.
3301 O STREET, SUITE 100B
SACRAMENTO, CA 95816
CONTACT: MARK RAYBACK
PHONE: (916) 341-7760

DATE: APRIL 2024		SCALE: H. N.T.S.	DESIGNED BY: V. MADRIZ	CHECKED BY: S. ROBINSON	DATE: MAY 2024
PROJECT NO. CP15-2159		SHEET 1 OF 9			
WOOD RODGERS 3301 O STREET, SUITE 100B SACRAMENTO, CA 95816 CONTACT: MARK RAYBACK PHONE: (916) 341-7760					
IMPROVEMENT PLANS FOR NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM PHASE 6 TITLE SHEET					
CITY OF RANCHO CORDOVA					

ITEM 9.3.

ATTACHMENT 4

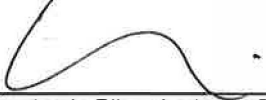


NTMP Phase 6 Project - CP15-2159 - Bid Summary
Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
June 13, 2024 at 2:00 pm

	Contractor	Total Bid Amount	Proposal Signed	Contractors License	DIR Contractors Registration	Equal Employment Opportunity Certification	Public Contract Code	Designation of Subs	Experience Qualifications	Bidder's Bond	Non-Collusion Affidavit	Debarment and Suspension
A	Central Valley Engineering and Asphalt, Inc.	\$224,395.75	X	X	X	X	X	X	X	X	X	X
B	Consolidated Engineering, Inc.	\$255,666.00	X	X	X	X	X	X	X	X	X	X
C	B&M Builders, Inc.	\$282,470.00	X	X	X	X	X	X	X	X	X	X
D	Martin Brothers Construction	\$413,980.00	X	X	X	X	X	X	X	X	X	X
E												
F												
G												
H												
I												
J												

Attendees:

Persephonie Riley, Assistant City Clerk
Haley Arata, Deputy City Clerk
Ben Chan, Public Works
Edgar Medina, Public Works
Kristine Courdy, Public Works
Jesse Yabes, Public Works


Persephonie Riley, Assistant City Clerk

6/14/2024
Date

MEMORANDUM



ITEM 9.4.

DATE: July 15, 2024
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **A RESOLUTION AMENDING THE 2024 RANCHO CORDOVA CITY COUNCIL MEETING SCHEDULE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would confirm the amended 2024 Rancho Cordova City Council meeting schedule.

BACKGROUND

To ensure maximum attendance of Council Members and the community in our legislative process we set our meeting schedule well in advance. We also constantly monitor local, state, and national events, including the League of California Cities, the National League of Cities, the Cordova Community Council, Rancho Cordova Chamber of Commerce, and various other events and conferences that the Council and the community may be participating in so that we avoid conflicts.

At the December 18, 2023, City Council meeting, Council adopted the Proposed 2024 Rancho Cordova Council Meeting Schedule. As the year has progressed, there is a need to add the August 5, 2024, City Council meeting back to the City Council meeting schedule and to cancel the August 19, 2024, Regular City Council meeting. Exhibit A to the attached Resolution (Attachment 2) is the Amended 2024 Rancho Cordova Council Meeting Schedule.

The August 5, 2024, City Council Meeting will be added to all of the Council Members calendars in Microsoft Outlook and the August 19, 2024, City Council Meeting will be removed.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Amended 2024 Proposed Rancho Cordova City Council Meeting Schedule

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING THE 2024 CITY COUNCIL MEETING SCHEDULE**

WHEREAS, Government Code Section 54954 provides that the legislative body of a local agency may establish the time and place for regular meetings by Resolution; and

WHEREAS, Resolution No. 18-2010 set the time and place for Regular meetings as 5:30 p.m. on the first and third Monday of the month, provided that if a regular meeting date is an official holiday, the meeting will be held on the following day; and

WHEREAS, Resolution No. 176-2023 established the schedule for City Council Meetings in 2024; and

WHEREAS, in order to ensure maximum attendance of Council Members and the community in our legislative process the City is amending its City Council meeting schedule to include the August 5, 2024, City Council meeting and to cancel the August 19, 2024, City Council meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA amends its 2024 City Council meeting schedule as provided in the attached Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of July 2024 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

Proposed 2024 Rancho Cordova City Council Meeting Schedule

JANUARY 2024	
Tuesday, January 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to the New Year's Day Holiday - Cancel)
Tuesday, January 16	5:30 PM Regular Meeting (Tuesday due to Martin Luther King, Jr. Day Holiday)
Tuesday, January 23	5:30 PM Special Meeting/Work Session
FEBRUARY 2024	
Monday, February 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, February 20	5:30 PM Regular Meeting (Tuesday due to the President's Day Holiday)
Monday, February 26	9:00 AM Special Meeting/Study Session - Visioning
Tuesday, February 27	5:30 PM Special Meeting/Work Session
MARCH 2024	
Monday, March 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, March 18	5:30 PM Regular Meeting
Tuesday, March 26	5:30 PM Special Meeting/Work Session
APRIL 2024	
Tuesday, April 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Cesar Chavez Holiday)
Monday, April 15	5:30 PM Regular Meeting - Cancel due to Cap-to-Cap
Tuesday, April 23	5:30 PM Special Meeting/Work Session
MAY 2024	
Monday, May 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, May 20	5:30 PM Regular Meeting
Tuesday, May 28	5:30 PM Special Meeting/Work Session
JUNE 2024	
Monday, June 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 17	5:30 PM Regular Meeting
Tuesday, June 25	5:30 PM Special Meeting/Work Session
JULY 2024	
Monday, July 1	4:00 PM Special Meeting 5:30 PM Regular Meeting
Monday, July 15	5:30 PM Regular Meeting
Tuesday, July 23	5:30 PM Special Meeting/Work Session - Cancel
AUGUST 2024	

ITEM 9.4.**ATTACHMENT 2
Exhibit A to the Resolution**

Monday, August 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, August 19	5:30 PM Regular Meeting - Cancel
Tuesday, August 27	5:30 PM Special Meeting/Work Session
SEPTEMBER 2024	
Tuesday, September 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Labor Day Holiday)
Monday, September 16	5:30 PM Regular Meeting
Tuesday, September 24	5:30 PM Special Meeting/Work Session
OCTOBER 2024	
Monday, October 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, October 21	5:30 PM Regular Meeting
Tuesday, October 29	5:30 PM Special Meeting/Work Session
NOVEMBER 2024	
Monday, November 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 18	5:30 PM Regular Meeting
Tuesday, November 26	5:30 PM Special Meeting/Work Session
DECEMBER 2024	
Monday, December 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 10	5:30 PM Special Meeting/Work Session
Monday, December 16	5:30 PM Regular Meeting

MEMORANDUM



ITEM 10.1.

DATE: July 15, 2024
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Finance Manager
SUBJECT: **A RESOLUTION AUTHORIZING DELINQUENT RESIDENTIAL SOLID WASTE SERVICE CHARGES TO BE COLLECTED ON THE 2024-2025 PROPERTY TAX ROLL**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize delinquent residential solid waste service charges to be collected on the 2024-25 property tax roll.

BACKGROUND

The Collection Services Contract ("Contract"), between the City of Rancho Cordova and Republic Services, formerly Allied Waste Services, ("Republic"), for residential garbage collection and recycling, allows Republic to take any action legally available to collect past due amounts. Pursuant to Government Code Sections 38790.1 and 25831, one such action is for the City to assist Republic by placing the delinquent accounts on the property tax roll.

The City's Municipal Code allows for the property tax rolls to be utilized for collecting delinquent charges, but in order for the City to assist Republic, the City Council must approve two separate Resolutions prior to recording a tax levy for delinquent residential solid waste accounts. The first resolution, which was adopted by the Council on June 17, 2024, established the intent of the City Council to transfer delinquent residential solid waste accounts to the tax rolls, as well as setting a Public Hearing for July 15, 2024, at 5:30 p.m. to take comments and objections from the public regarding the transfer of delinquent residential solid waste accounts to the tax roll. At the conclusion of the Public Hearing today, the Council will be asked to adopt the second resolution titled "A Resolution of the City Council of the City of Rancho Cordova Authorizing Delinquent Residential Solid Waste Service Charges to be collected on the Property Tax Roll."

As of July 9, 2024, the total number of accounts with delinquent charges that have been identified to be transferred to the tax roll is 784, and a total amount of \$506,988.78. The amount to be submitted to the County Auditor's Office for inclusion on the tax roll will be reduced by the number of current delinquent accounts that submit payment in the interim. Republic will provide the City with a final delinquency list immediately after the County levy submission on August 5,

2024, which will capture any last minute payments made to Republic.

The amount collected on the tax rolls may not reflect all of the total-to-date delinquent charges, since the delinquent solid waste levy may only legally include accounts that were delinquent at March 1, 2024.

Public Notification Process

As required by the County Assessor's Office for the property tax lien process, Republic sent two letters to the property owners of delinquent solid waste accounts, one in June and the second in July. The letters requested payment of the account and advised that unpaid delinquent accounts would be included on a list and presented to the City Council at a Public Hearing on July 15, 2024, to be confirmed by Council resolution. The letter also informed the property owners that the confirmed delinquent accounts, together with a ten percent penalty and five percent administrative charge, would be placed on the County of Sacramento tax rolls to be collected with the property tax.

Property Tax (Levy) Collection Process

The Sacramento County Assessor's office places delinquent utility charges on the property tax rolls. Under the Property Tax Collection Process, the delinquent utility charges are placed on the property tax roll annually in August, collected by the County the following December and April, and remitted to the City in January and May. The City then processes a payment to Republic for the amount received from the County minus a City administrative cost.

FISCAL IMPACT AND FUNDING SOURCE

The City will receive a 10% administrative fee, based on the final balance transferred to the property tax roll, to cover the cost of administering the program.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Delinquent Listing

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING DELINQUENT RESIDENTIAL SOLID WASTE SERVICE CHARGES BE COLLECTED ON THE 2024-2025 PROPERTY TAX ROLL

WHEREAS, in 2017 the City of Rancho Cordova executed the Collection Services Contract with Allied Waste Services of North America, LLC, a subsidiary of Republic Services ("Republic") for the provision of residential solid waste collection and recycling services; and

WHEREAS, the Collection Services Contract requires Republic to bill residential solid waste accounts for garbage collection and recycling services; and

WHEREAS, pursuant to Government Code sections 38790.1 and 25831, the City may assist Republic in collection of past due accounts; and

WHEREAS, the property tax collection process has been used, by both the City of Rancho Cordova and County of Sacramento, for many years to collect delinquent utility charges; and

WHEREAS, Republic did, on the 31st day of May, 2024, file with the City of Rancho Cordova a written report containing a description of each parcel of real property and the amount of the delinquent solid waste service charges proposed to be collected on the tax roll; and

WHEREAS, the City Council subsequently did, on the 17th day of June, 2024, adopt a Resolution of Intention No. 76-2024 to order delinquent solid waste service charges and late penalties to be collected on the tax roll at the same time and in the same manner as the general tax levy for County purposes and to set a public hearing for such purpose; and

WHEREAS, the Clerk of said City Council has duly caused notice by publication in the time, form and manner provided by law, of the time when and the place where any and all persons having objections to the proposed collection should not be carried out; and

WHEREAS, this is the time and place set for hearing on said matter; and

WHEREAS, City Council has received no objections or protests of any kind or nature against the proposed action or against the amount of such charges.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the delinquent solid waste service charges report provided by Republic, attached hereto as Exhibit A, is hereby adopted, confirmed, ratified and approved to be transferred to the County property tax rolls for collection.

BE IT FURTHER RESOLVED that Republic is hereby authorized and directed to delete from the report any and all delinquent accounts which are paid in full on or before the 5th day of August, 2024, the date when the Direct Levy data file must be received by the County.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th

ITEM 10.1.

ATTACHMENT 1

day of July 2024 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

ITEM 10.1.

City of Rancho Cordova
Residential Refuse Delinquencies
as of July 9, 2024

ATTACHMENT 2

Exhibit A to the Resolution

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	City	State	Zip Code	Total Levy
113000	07700730100000	MURTAZA AND LAILUMA BATOR	3065	SWANSEA WAY	RANCHO CORDOVA	CA	95670-5349	67.09
121141	07703700220000	BRANDON COLLINS	3500	MISTY MORNING CIR	SACRAMENTO	CA	95827-3054	67.09
638687	05603830230000	FRANK PEARSON	1526	KLAMATH RIVER DR	RANCHO CORDOVA	CA	95670-2809	67.09
100961	07234000020000	IRENE HERNANDEZ	3560	SPOTO DR	RANCHO CORDOVA	CA	95670-6433	56.84
77284	05802130050000	ROBERT GERSHON	2320	MCGREGOR DR	RANCHO CORDOVA	CA	95670-3927	55.13
100674	07229000660000	KEVIN & TRISHA COULTER	3525	EDINGTON DR	RANCHO CORDOVA	CA	95742-7818	54.29
563523	05804000470000	ERNESTO VELAZQUEZ	2434	STOKEWOOD WAY	RANCHO CORDOVA	CA	95670-5224	54.07
96944	06709300100000	ESLEY & BOLIVIA SIMMONS	4036	BRANIGAN LAKE WAY	RANCHO CORDOVA	CA	95742-7775	52.51
82305	07600910010000	VIKRANT V DESSAI & SHWETA S	10300	BRENDA WAY	Rancho Cordova	CA	95670-2003	47.96
61803	05801140240000	CAREY & ROSAIDA PATTON	10809	BALLANTRAE WAY	RANCHO CORDOVA	CA	95670-4933	47.38
123071	07601460180000	PAOLO BARROGA	2617	EL SEGUNDO DR	RANCHO CORDOVA	CA	95670-3405	46.72
45296	07602700120000	THEO JOHNSON		PO BOX 2022	FOLSOM	CA	95763-2022	40.54
99353	05703160030000	RAISA AND SERGHEI NEAGOV	2708	MENDONCA DR	RANCHO CORDOVA	CA	95670-4819	35.12
112271	05801160040000	JUSTIN YIP	2475	MCGREGOR DR	RANCHO CORDOVA	CA	95670-5118	34.10
88776	05700910020000	ALLEN L AMES JR	2608	TRONERO WAY	RANCHO CORDOVA	CA	95670-3612	30.10
101228	06708200500000	JAQUELINE AMBRIZ	12290	CANYONLANDS DR	RANCHO CORDOVA	CA	95742-7707	27.70
								\$ 506,988.78
								592,140.57

MEMORANDUM



ITEM 12.1.

DATE: July 15, 2024
TO: Honorable Mayor and Council Members
FROM: Russell Ducharme, Neighborhood Services Manager
SUBJECT: UPDATE REGARDING 4TH OF JULY FIREWORKS

RECOMMENDATION

Receive information.

RESULT OF RECOMMENDED ACTION

Receive staff presentation.

BACKGROUND

Over the past three years, Code Enforcement and the Crime Suppression Team have conducted illegal firework enforcement within the City on July 3, 2024, and July 4, 2024. This presentation will provide an update on the enforcement activities that took place this year.

FISCAL IMPACT AND FUNDING SOURCE

Fines received through administrative citations for possessing illegal fireworks will go into the City's General Fund.

ATTACHMENT(S)

None

MEMORANDUM



ITEM 12.2.

DATE: July 15, 2024
TO: Honorable Mayor and Council Members
FROM: Matt Tamayo, Chief of Police
SUBJECT: **RANCHO CORDOVA POLICE DEPARTMENT UPDATE**

RECOMMENDATION

Receive information.

RESULT OF RECOMMENDED ACTION

This item is for informational purposes only.

BACKGROUND

The Rancho Cordova Police Department (RCPD) will present an educational update. The presentation will include an update on the Traffic Unit and mail theft within the City. The Traffic Unit is a highly qualified team working in partnership with residents to improve traffic safety and reduce traffic collisions in the City. The Traffic Unit focuses on the basic three "E's" of traffic: education, engineering and enforcement. The presentation will also cover an update on mail theft within the City and how RCPD cooperates and assists the U.S. Postal Inspector to assist with addressing mail theft within the City.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City's General Fund.

ATTACHMENT(S)

1. RCPD Presentation

ITEM 12.2.

ATTACHMENT 1



**RANCHO CORDOVA
POLICE DEPARTMENT**



2897 Kilgore Road
Rancho Cordova, CA 95670

916-875-9600

www.RanchoCordovaPD.com



**July 2024 Update
Mail Theft
Traffic Unit**



Mail Theft – Roles played by USPS and RCPD

USPS

Primary investigators of mail theft

Make arrests for the act of mail theft itself

Typically felony charges per 18 U.S. Code § 1708 states: - *“Theft or receipt of stolen mail matter generally. Shall be fined under this title or imprisoned not more than five years, or both.”*

RCPD

RCPD plays a **supplementary** role when it comes to mail theft.

Make arrests *related* to mail theft: Identity Theft, Manufacturing keys, possession of stolen prop.

Typically misdemeanor charges per CA Penal Code 530.5(e)

Additionally, we take reports, make arrests, and lead investigations into package theft



Best Practices to Reduce Mail Theft

- Pick up your mail daily; do not leave mail overnight
- Do not drop outgoing mail after delivery / pick up at community mailbox; important mail should be dropped off inside the post office
- *USPS Hold Mail* – allows the freezing of mail delivery for 3-30 days. Ideal for when out of town.
- *USPS Informed Delivery* – a Free service that allows you to preview images of incoming mail.
- If you are expecting and did not receive a check or other valuable mail, contact the issuing agency immediately
- P.O. Box, Amazon locker, security cameras
- Trusted, responsible friend, relative, or neighbor
- Report after the fact mail theft to the Postal Inspector at <http://www.uspis.gov/report>
- Call 9-1-1 in progress mail theft
 - Possession of burglary tools
 - Possession of stolen property (government mailbox key)
 - Vandalism



Multiple Arrests Made

- March 28, 2024 - One of the primary mail theft culprits (2023 through 2024) in Anatolia, Folsom, and surrounding areas was arrested on federal charges.
Per the inspector, once he went into custody their reports of community mailbox thefts dropped significantly.

A tip from a Rancho Cordova citizen in 2023 led to the identification of the individual, and ultimately this arrest by the Postal Inspector. Continue to make police reports and submit tips!
- April 1, 2024 - RCPD Problem-Oriented Policing Team (POP) conducted a probation search of a subject who lived in RCPD jurisdiction that was believed to possess USPS community mail box keys. During the search, several USPS locks and counterfeit keys were located along with a Dremel tool to make additional keys. Deputies also located numerous stolen credit cards. Two subjects were arrested for possession of burglary tools, stolen property, narcotics, and other charges related to identity theft.



ITEM 12.2.

RANCHO CORDOVA POLICE DEPARTMENT

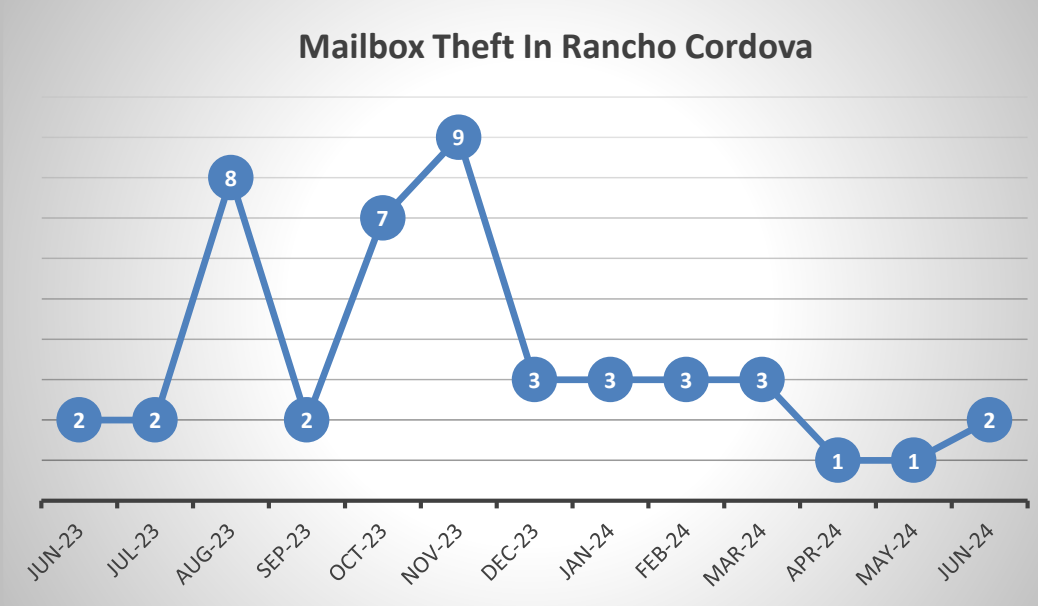
ATTACHMENT 1

Mail Theft – Tool Seized Upon Arrest





Mail Theft – A look at the changing numbers





ITEM 12.2.

Traffic Unit

Current Personnel

Sworn: 10

1 Sergeant

1 Traffic Detective

8 Motor Officers

Professional Staff: 2

1 Traffic Analyst,

1 Tow Coordinator





Traffic Unit

The mission of the Rancho Cordova Police Department Traffic Unit is to improve traffic safety and reduce traffic collisions in the City of Rancho Cordova in partnership with residents.

To accomplish our mission, the traffic unit focuses on the basic three “E’s” of traffic:

- **Enforcement**
- **Education**
- **Engineering**



ITEM 12.2.

RANCHO CORDOVA POLICE DEPARTMENT

ATTACHMENT 1

Traffic Unit





Office of Traffic Safety Grant Operations

45 Traffic Operations conducted (2023-2024 Fiscal Year)

- 21 Primary Collision Factor Operations
- 11 DUI Saturation Operations
- 5 Distracted Driver Operations
- 3 Collaborative Operations
- 2 DUI Checkpoints
- 2 Bike/Pedestrian Operations
- 1 Motorcycle Safety Operation



Traffic Unit – By the numbers

	FY 22-23	FY 23-24
Vehicle Stops	Total: 4,125 Patrol: 2,409 Motors: 1,821	Total: 5,334 (29% increase) Patrol: 3,340 (39% increase) Motors: 1,994 (10% increase)
Citations	Total: 1,775 Patrol: 406 Motors: 1,369	Total: 2,386 (34% increase) Patrol: 827 (51% increase) Motors: 1,559 (14% increase)

Note: FY 22-23: 07/01/2022 – 06/30/2023
FY 23-24: 07/01/2023 – 06/30/2024



Traffic Unit – By the numbers

	FY 22-23	FY 23-24
Fatal Collisions	9 Total 4 pedestrian involved 2 bicyclist involved 1 solo motorcycle involved 1 solo vehicle 1 object involved	5 Total 2 motorcycle involved 1 bicyclist involved 1 pedestrian involved 1 solo vehicle
DUI Arrests	125 Total 107 alcohol related 17 drug related 1 alcohol + drug related	111 Total (11% decrease) 96 alcohol related 10 drug related 5 alcohol + drug related

Note: FY 22-23: 07/01/2022 – 06/30/2023
FY 23-24: 07/01/2023 – 06/30/2024



ITEM 12.2.

RANCHO CORDOVA POLICE DEPARTMENT

ATTACHMENT 1

Traffic Unit – In the Community

