



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

# Agenda

## City Council Regular Meeting

City Council Chambers | 50 Natoma Street, Folsom CA 95630

July 26, 2022

6:30 PM

## Welcome to Your City Council Meeting

We welcome your interest and involvement in the city’s legislative process. This agenda includes information about topics coming before the City Council and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city website and in the Office of the City Clerk. The City Clerk is also available to answer any questions you have about City Council meeting procedures.

### Participation

If you would like to provide comments to the City Council, please:

- Fill out a blue speaker request form, located at the back table.
- Submit the form to the City Clerk before the item begins.
- When it’s your turn, the City Clerk will call your name and invite you to the podium.
- Speakers have three minutes, unless the presiding officer (usually the mayor) changes that time.

### Reasonable Accommodations

In compliance with the Americans with Disabilities Act, if you are a person with a disability and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk’s Office at (916) 461-6035, (916) 355-7328 (fax) or [CityClerkDept@folsom.ca.us](mailto:CityClerkDept@folsom.ca.us). Requests must be made as early as possible and at least two full business days before the start of the meeting.

### How to Watch

The City of Folsom provides three ways to watch a City Council meeting:

| In Person                                                                           | Online                                                                                                                    | On TV                                                                                 |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|  |                                        |  |
| City Council meetings take place at City Hall, 50 Natoma Street                     | Watch the livestream and replay past meetings on the city website, <a href="http://www.folsom.ca.us">www.folsom.ca.us</a> | Watch live and replays of meetings on Sac Metro Cable TV, Channel 14                  |

**More information about City Council meetings is available at the end of this agenda**



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## City Council Regular Meeting

**Folsom City Council Chambers**  
**50 Natoma Street, Folsom, CA**

[www.folsom.ca.us](http://www.folsom.ca.us)

**Tuesday, July 26, 2022 6:30 PM**

*Kerri Howell, Mayor*

*Rosario Rodriguez, Vice Mayor*  
*YK Chalamcherla, Councilmember*

*Sarah Aquino, Councilmember*  
*Mike Kozlowski, Councilmember*

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### REGULAR CITY COUNCIL AGENDA

Effective July 7, 2022, the City of Folsom returned to all in-person City Council, Commission, and Committee meetings. Remote participation for the public will no longer be offered. Everyone is invited and encouraged to attend and participate in City meetings in person.

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#### **CALL TO ORDER**

#### **ROLL CALL:**

**Councilmembers:** Chalamcherla, Kozlowski, Rodriguez, Aquino, Howell

The City Council has adopted a policy that no new item will begin after 10:30 p.m. Therefore, if you are here for an item that has not been heard by 10:30 p.m., you may leave, as the item will be continued to a future Council Meeting.

#### **PLEDGE OF ALLEGIANCE**

#### **AGENDA UPDATE**

#### **BUSINESS FROM THE FLOOR:**

Members of the public are entitled to address the City Council concerning any item within the Folsom City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.

#### **SCHEDULED PRESENTATIONS:**

- [1.](#) Presentation from Folsom History (Formerly Folsom Historical Society) Representatives Regarding their Organization
- [2.](#) Presentation of the Parks and Recreation Commission's Perspective 2022 Report

3. Historic District Residential Permit Parking Pilot: Report Outcomes and Direction to Staff

### **CONSENT CALENDAR:**

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. City Councilmembers may pull an item for discussion.

4. Approval of July 12, 2022 Special and Regular Meeting Minutes
5. Resolution No. 10891 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 046-21 21-005) with Badger Meter, Inc. to Purchase Badger Cellular Endpoints for a Three Year Pilot Automated Metering Infrastructure Network for the City of Folsom Water Meter Division
6. Resolution No. 10892 – A Resolution Authorizing the City Manager to Execute Contract Amendment No. 5 Extending the Term for the Consultant and Professional Services Agreement with The Ferguson Group for Federal Legislative Advocacy Services (Contract No. 173-21 09-026)
7. Resolution No. 10896 – A Resolution Rejecting All Proposals Submitted for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project

### **PUBLIC HEARING:**

8. Amendment to City of Folsom Community Facilities District No. 23 (Folsom Ranch) Improvement Area No. 6
  - i. Resolution No. 10893 - A Resolution of the City Council of the City of Folsom Calling a Special Mailed-Ballot Election Related to Change Proceedings for Improvement Area No. 6 within City of Folsom Community Facilities District No. 23 (Folsom Ranch)
  - ii. Resolution No. 10894 – A Resolution of Change of the City Council of the City of Folsom Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch)
  - iii. Ordinance No. 1330 – An Uncodified Ordinance Levying a Special Tax for the Fiscal Year 2022-2023 and Following Fiscal Years Solely within and Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch) (Introduction and First Reading)

### **NEW BUSINESS:**

9. Targeted Multi-Family and Mixed-Use Housing Study – Results and Recommendations

### **CITY MANAGER REPORTS:**

### **COUNCIL COMMENTS:**

### **ADJOURNMENT**

The City Council is in recess the first half of August.

The next regular meeting is scheduled for August 23, 2022.

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***NOTICE:*** Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address Council on an issue, which is on this agenda, please complete a blue speaker request card, and deliver it to a staff member at the table on the left side of the Council Chambers prior to discussion of the item. When your name is called, stand to be recognized by the Mayor and then proceed to the podium. If

*you wish to address the City Council on any other item of interest to the public, when the Mayor asks if there is any "Business from the Floor," follow the same procedure described above. Please limit your comments to three minutes or less.*

**NOTICE REGARDING CHALLENGES TO DECISIONS:** *Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.*

*As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council, and to enforce the rules of the Council.*

**PERSONS INTERESTED IN PROPOSING AN ITEM FOR THE CITY COUNCIL AGENDA SHOULD CONTACT A MEMBER OF THE CITY COUNCIL.**

*The meeting of the Folsom City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel, and will be shown in its entirety on the Friday and Saturday following the meeting, both at 9 a.m. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14. The City of Folsom provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the online services page of the City's website [www.folsom.ca.us](http://www.folsom.ca.us).*

*In compliance with the Americans with Disabilities Act, if you are a person with a disability and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (916) 461-6035, (916) 355-7328 (fax) or [CityClerkDept@folsom.ca.us](mailto:CityClerkDept@folsom.ca.us). Requests must be made as early as possible and at least two full business days before the start of the meeting.*

*Any documents produced by the City and distributed to the City Council regarding any item on this agenda will be made available at the City Clerk's Counter at City Hall located at 50 Natoma Street, Folsom, California and at the Folsom Public Library located at 411 Stafford Street, Folsom, California during normal business hours.*



CITY OF  
**FOLSOM**  
D. DISTINGUISHED BY DESIGN

# Folsom City Council Staff Report

|                        |                                                                                                                    |
|------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>MEETING DATE:</b>   | 7/26/2022                                                                                                          |
| <b>AGENDA SECTION:</b> | Scheduled Presentations                                                                                            |
| <b>SUBJECT:</b>        | Presentation from Folsom History (Formerly Folsom Historical Society) Representatives Regarding their Organization |
| <b>FROM:</b>           | City Clerk's Department                                                                                            |

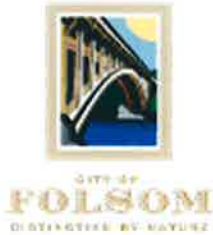
### CITY COUNCIL ACTION

Representatives from Folsom History will make a presentation regarding their organization.

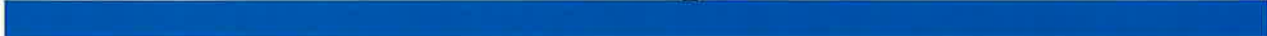
Respectfully submitted,

Christa Freemantle, CMC  
City Clerk

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# Folsom City Council Staff Report



|                        |                                                                               |
|------------------------|-------------------------------------------------------------------------------|
| <b>MEETING DATE:</b>   | 7/26/2022                                                                     |
| <b>AGENDA SECTION:</b> | Scheduled Presentations                                                       |
| <b>SUBJECT:</b>        | Presentation of the Parks and Recreation Commission's Perspective 2022 Report |
| <b>FROM:</b>           | Parks and Recreation Department                                               |

## BACKGROUND / ISSUE

In January of this year, an Ad-Hoc subcommittee was formed by the Parks and Recreation Commission to prepare a report that provided an overview of the accomplishments and challenges associated with topics reviewed by the Commission’s four standing subcommittees: Youth Sports, Budget/Finance, Planning and Development, and Renovation.

The subcommittee, referred to as the Commissioner’s Report Ad-Hoc Subcommittee, meet on January 5; February 9; March 23; April 25; and May 31 to develop the report. The report was presented to the full Parks and Recreation Commission as a Draft on March 1 and a final Draft on April 5. Attached is the final approved report by the Parks and Recreation Commission.

Members of the Ad-Hoc Subcommittee are Will Kempton, Chair; Brain Wallace; and Marina Leight and will be making a presentation about their findings and perspective of the relevant parks and recreation issues.

## ATTACHMENTS

Folsom Parks and Recreation Commission, Commission Perspectives, 2022

Submitted,

Lorraine J. Poggione  
Parks and Recreation Director

Folsom Parks & Recreation Commission  
**Commission Perspectives 2022**

TO: Mayor and Members of the City Council  
Residents of Folsom, California

SUBJECT: Park and Recreation Commission Perspectives 2022

The purpose of this communication is to introduce an important document developed by the City's Park and Recreation Commission. This report, entitled "Park and Recreation Commission Perspectives 2022," reviews the status of Folsom's Park and Recreation system and discusses some issues regarding the system that the City faces going forward.

In June, 2021, the City conducted a Park and Recreation Needs Assessment Survey to gauge resident satisfaction with Folsom's system of parks to determine the relative importance and usage of City park and recreation activities and facilities and to learn about preferences for future park development. The Park and Recreation Commission is pleased with the results of that survey which showed that nearly 90 percent of respondents are satisfied with the City's system. However, as the City grapples with questions about the future of this system, we think that elected leaders and the public should also know about future challenges regarding the program and this report provides a summary of those challenges.

This document was not prepared by City staff. The perspectives contained in the report are the views and opinions of the Commissioners. We appreciate this opportunity to share these perspectives and trust that readers will find the information useful and constructive. Finally, we hope that making this document available will help lead to appropriate and effective decisions for the future of the City's Park and Recreation program. You can access this report by going to the city's website at [www.folsom.ca.us](http://www.folsom.ca.us) on the parks and recreation commission page.

Thank you for taking the time to review this report.

*This report is based on the opinions of the Folsom Parks and Recreation Commission and does not reflect the opinions of the City of Folsom, its staff, or elected city council members.*





Folsom Parks & Recreation Commission  
**Commission Perspectives**  
2022

*This report is based on the opinions of the Folsom Parks and Recreation Commission and does not reflect the opinions of the City of Folsom, its staff, or elected city council members.*

## Commission Chair | Dave Nazworth



**Dave Nazworth**  
Commission Chairperson

Dear Folsom Resident,

The Parks & Recreation Commission is responsible for advising the City Council and City Manager on the development and administration of all parks and recreation programs, parks, and facilities in the City of Folsom. The Commission makes recommendations to the Parks & Recreation Department and works collaboratively with city staff.

The Commission has been working in smaller subcommittees for several years with Commissioners dedicated to a particular task or area. Subcommittees allow the Commission to dive deeper into specific topics and explore these areas of interest in greater detail. Subcommittees formally share findings and opinions with the full Commission in public meetings. Currently, there are 4 standing subcommittees. The subcommittees are as follows.

- Budget
- Planning & Development
- Youth Sports
- Renovation

As the Chairperson of the Folsom Parks & Recreation Commission, I am honored to deliver **Commission Perspectives 2022**. This document was produced by the Commission and highlights the work of the Park and Recreation Commission's subcommittees over the last year. This document also identifies the challenges facing the department from the Commission's perspective.

We believe that this may be the first time in the history of Folsom that a Commission has independently prepared an annual report for Folsom residents. This is not a document prepared by city personnel. The perspectives within this report are the views and opinions of the Commission and have been authored in the spirit of full transparency.

We appreciate this opportunity to share our perspectives with our neighbors and would like to thank city staff for supporting the Commission in their execution of this initiative.

I invite you to attend a parks and recreation meeting to learn more about what we do as a Commission. The Parks and Recreation Commission's meeting schedule can be found on the City of Folsom website.

Dave Nazworth  
Chairperson  
Folsom Parks and Recreation Commission

# Planning and Development Subcommittee

The Planning and Development subcommittee for the Folsom Parks and Recreation Commission serves to review and make specific recommendations for existing and new park development. The subcommittee works in coordination with staff to summarize public perspective along with an analysis of the city budget and the city's master plan to bring information forward to the larger commission. Those insights assist the commission to make official recommendations to help guide the Folsom City Council in park planning actions.

Over the course of 2021, the planning subcommittee engaged in several activities. A key project was to provide input to the 2021 Parks and Recreation Needs Assessment Survey which will serve as a guidance document for current and future park planning and programming projects. The subcommittee went on to collaborate with staff on a prioritization tool to align the needs assessment data and the city's master plan to begin the process of prioritizing new park construction. Additionally, the subcommittee also reviewed the concept plans for new parks (Prospector Park in the Folsom Plan Area and Benevento Family Park north of Highway 50).

### ACCOMPLISHMENTS

- Collaborated with staff on developing a prioritization tool aligning the needs assessment data with a process to begin evaluating priorities for renovation and new park construction
- Reviewed concept plans for new parks
- Began master plan update analysis

### FUTURE CHALLENGES

- Budget and Staff Constraints
- Funding for a Master Plan Update
- Balancing public feedback and expectations against existing resources

### Commissioner Commentary



"Folsom is rapidly gaining state and national attention as a great place to live. This is largely due to the city's parks and recreation system. The planning committee plays a key role contributing to the momentum as our parks, trails and city programs contribute to not only the high quality of life in Folsom but they are also a powerful driver of our local economy." - Marina Leight

"In light of the current and projected growth of Folsom in the coming decade and to exceed the expectation of the residents, the Planning and Development subcommittee provides oversight of future park plans while maintaining a renewed focus on improving existing parks and developing those for which land has been acquired." - Samantha Davidson



# Budget Subcommittee

The primary mission and goal of the budget subcommittee is to work to ensure that the parks and recreation department have the funds needed to match the community expectations to deliver park services, renovate our existing parks, and create new parks in the City of Folsom.

Achieving those goals will take an extremely large amount of funding that currently does not exist or is already allocated elsewhere. In order to do this, the budget subcommittee assists staff to highlight the current state of our parks system to city leaders and the community so that everyone understands the real status of our system, and so we can create an honest dialogue about the major challenges that stand between those needs and the status-quo.

The budget subcommittee is diligently working at highlighting this by having meetings with the Folsom City Council, and clearly identifying these needs to City staff.

## ACCOMPLISHMENTS

- Conducted a budget presentation to the City Council to have an honest discussion about the state of Parks and Recreation budget, and to chart a future path towards reaching our funding goals.
- Assisted with highlighting budget needs to City Council

## FUTURE CHALLENGES

- There is a major funding gap for maintaining the parks that we currently have in operation.
- There is a major funding gap for creating the new parks that have not yet been built.
- More funding for staff is needed to ensure that we can deliver adequate services to the community.

## Commissioner Commentary



"The Budget Subcommittee of the Folsom Parks & Recreation Commission was instrumental in outlining the budget shortfall that exists relative to park construction "North of 50" defined in the city's Master Plan. With impact fee revenue dwindling due to slowing growth in housing construction, the Subcommittee was able to highlight to the City Council a \$50+ million gap in funding vs. future park costs. That analysis is currently being used by Council to evaluate various revenue and other cost reduction options to solve the gap." - Dave Nazworth

"The Budget Subcommittee has provided a forum for identifying the financial needs of the City's parks and recreation program and providing the data necessary to focus limited resources on the park system's renovation, maintenance and capital needs. Working in collaboration with Department staff, this information has been vital in the development of effective budget recommendations for consideration by the City Council and in making investment decisions for the future." - Will Kempton



## Renovation Subcommittee

The renovation subcommittee is responsible for working collaboratively with city staff to determine how to best address the renovation needs of Folsom city parks. Our subcommittee works creatively to find solutions to address funding and resourcing gaps, while seeking out root causes and anticipating future challenges.

### ACCOMPLISHMENTS

- Established a fair and equitable approach to ranking and prioritizing park renovation projects.
- Introduced the concept of a volunteer coordinator to city staff and outlined programmatic details.
- Shared new tools to streamline reporting, data collection and management of park assets.

### FUTURE CHALLENGES

- Staffing levels. With a smaller team of resources dedicated to park maintenance and development, staff is limited in what renovation projects can be completed by city staff. Without staff to work on renovation, the city will have to hire contractors which will increase the cost of the renovation effort.
- Funding. Renovation has been underfunded and we are not keeping pace with the renovation demand. Many aging assets are costly to maintain and should be replaced based on age and condition.
- Awareness. The number of assets that require replacement within city parks is staggering. In 2019, there were \$5.9M in assets that were rated condition 1 and 2 (Condition rating is 1-5. Condition 1 and 2 are the assets in need of replacement). Many residents do not fully understand the number of assets that need replacement, as they are often being maintained as opposed to being replaced.

### Commissioner Commentary

"The Renovation Subcommittee played a significant role in developing an innovative new system to systematically prioritize future renovation projects. This effort has been instrumental in receiving more funding, as the funding gap now has significantly more clarity." - Matt Hedges



"Working with the director and staff, this subcommittee has worked hard to find solutions to a significant challenge that is facing our parks. We are looking deeper into how we address the needs at hand, as well as anticipate future challenges and plan accordingly." - Brian Wallace

# Youth Sports Subcommittee

The subcommittee’s mission/purpose is to provide recommendations to city parks staff on the usage of, and other issues related to, the use of Folsom’s city parks by youth sports participants & leagues in the greater Folsom area. Our ultimate goal is to ensure a safe and fun experience for all of Folsom’s youth (and others) by ensuring that a well-equipped and well-maintained park system is available and suitable for their use.

In 2021, despite the presence of multiple COVID strains/outbreaks, the subcommittee and staff were able to provide multiple sports and other activity offerings to our residents. We were able to find outdoor options for indoor sports, craft and facilitate COVID safety protocols, and also finalize Memorandums of Understanding with multiple Youth Sports Leagues to ensure clear and equitable usage and scheduling of the various park fields/facilities.

## ACCOMPLISHMENTS

- Successful completion of Memorandums of Understanding (MOUs) for multiple Youth Sports Leagues in the city of Folsom; facilitated an equitable sharing of facility space despite the fact that demand (participants) is beginning to outpace supply (facilities)
- Successfully orchestrated multiple outdoor offerings for indoor sports during the ongoing COVID pandemic

## FUTURE CHALLENGES

- Growth in sport participation, and overlapping sports seasons, which is causing demand to outpace field/gym capacity. This problem is significantly greater for indoor sports
- Future lockdowns due to future strains of COVID or other pandemic/emergency situations
- Securing proper funding to build/renovate our parks system to meet continued growth in demand for facilities & programs

## Commissioner Commentary

“Given the participation rate of Folsom’s youth and the need for park space to support, this subcommittee stands ready to assist city staff in the planning, maintenance and scheduling of Folsom’s park system. Having a dedicated group ready to quickly assist staff in reacting and responding to changing conditions helps keep our youth active and having fun with minimal lapses in programming.” – Dave Nazworth



“This subcommittee is important to understanding the trends and demands related to youth sports programming. Our subcommittee helps in supporting staff in building strong partnerships with our community partners.” – Brian Wallace



Photo Credit: Chad Vander Veen

# Looking Forward

As stated in the Chair’s opening letter, we appreciate the opportunity to share our perspectives with the residents of Folsom. The Commission is proud of the current state of the City’s Parks and Recreation Program, but we are facing some significant future challenges.

## Budgetary Considerations

In March of this year, the City Manager made a presentation to the City Council regarding the status of the Folsom’s Budget. Due to prudent fiscal management, Folsom’s budgetary resources have been relatively stable for the past several years. According to the City’s Financial Officer, Folsom should be able to continue that stability for the next two years. At that point, City revenues, including primarily property taxes and sales tax receipts will not support current funding levels and Folsom will have to cut back on expenditures or find new sources of revenue to make up for any shortfalls.

This is not good news for the City’s operations, including the Parks and Recreation Department. Over the past several years, fiscal constraints have been tight, but with careful management, Folsom has been able to retain a relatively high level of service, particularly in the area of programs servicing our residents. When revenues are limited, however, planned capital improvements, along with needed facility maintenance and renovation are often underfunded and/or deferred. Here is where we stand with planned capital development, needed facility renovation, ongoing maintenance of our current system, and the provision of a robust recreation program for the community in the future.

## Capital Improvements

Folsom is facing a \$50 million gap in funding for planned park facilities north of Highway 50. It should be noted that the development of parks planned for south of Highway 50 will be paid for with developer impact fees and don’t figure into this discussion. However, of the parks included in the City’s Master Plan, 12 parks north of Highway 50 are either unfinished or have not broken ground and the deficit continues to grow as the cost of finishing or constructing these facilities will only go up over time.

## Renovation Needs

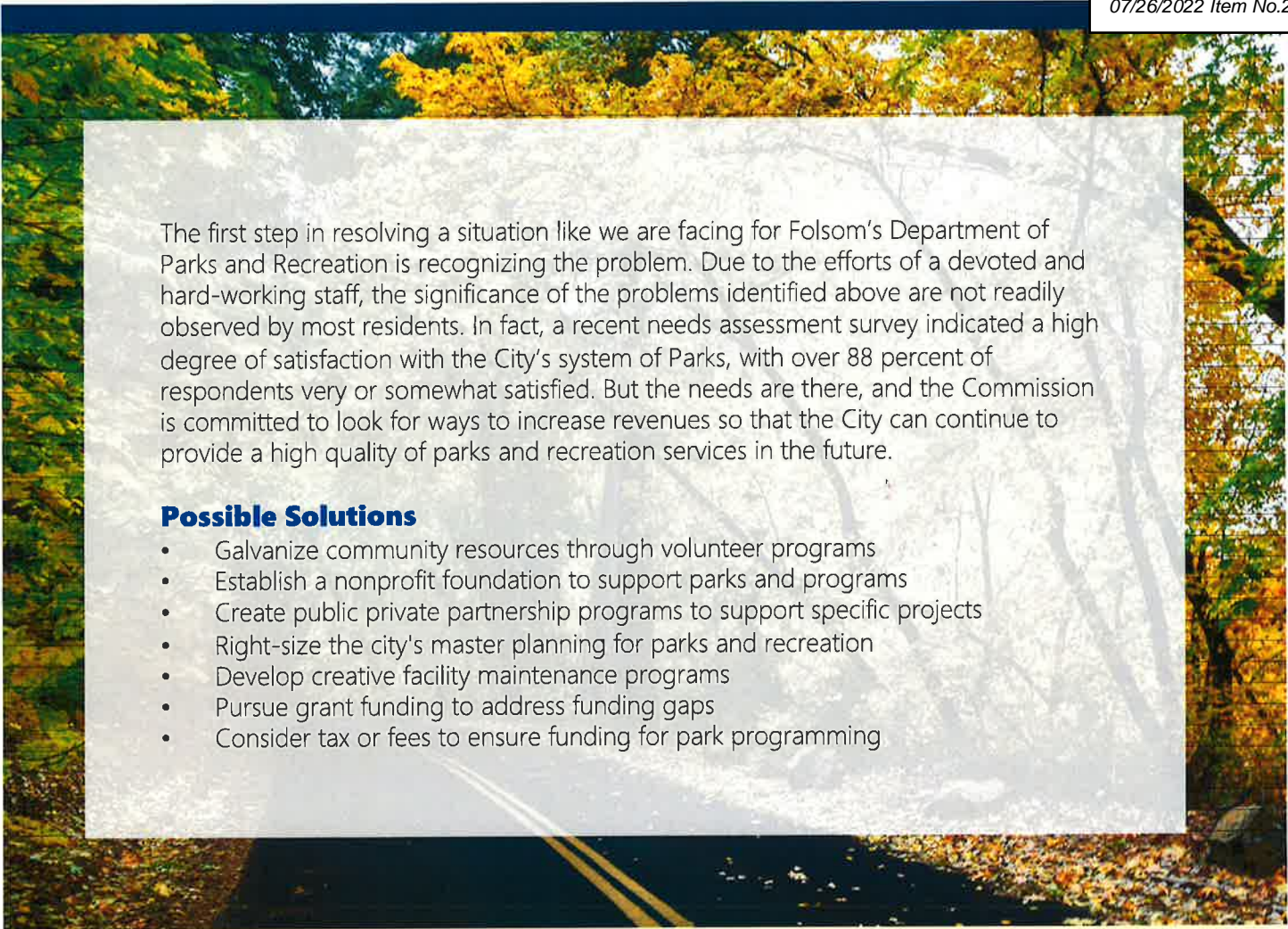
Just as homeowners must take care of their properties, the City has to constantly repair and upgrade its existing park facilities. This is an expensive process, and, although the Parks and Recreation Department has done a good job of managing its assets, annually assessing expanding needs and addressing needed repairs in priority order, the Department is falling further and further behind due to the lack of adequate funding. Unfunded renovation needs are estimated at \$5.9 million and growing as the system continues to age.

## Maintenance Requirements

Department staff maintains nearly 1,000 acres of open space and performs trail maintenance on more than 50 miles of publicly owned trails. In spite of the sterling efforts of maintenance crews and contracted support, necessary staff and monetary restrictions have limited the ability to expand maintenance operations and respond to immediate or unplanned needs. With an increasing inventory due to the development south of Highway 50, this problem will be severely exacerbated in the coming years.

## Staffing Problems

Despite a growing system and an increasing population, the staffing levels of the Parks and Recreation Department, like other City operations, have been limited based on budgetary constraints. There have been steps taken to improve efficiency of operations, but recreation needs for a City the size of Folsom require an adequate cadre of trained staff to ensure a viable and robust program. Additionally, planning and development staff must be able to keep pace with the implementation of system improvements, and maintenance and renovation is a critical aspect of an effectively functioning Department. The existing staff does a great job of managing our Parks and Recreation activities, but additional staff would materially benefit our overall operation.



The first step in resolving a situation like we are facing for Folsom’s Department of Parks and Recreation is recognizing the problem. Due to the efforts of a devoted and hard-working staff, the significance of the problems identified above are not readily observed by most residents. In fact, a recent needs assessment survey indicated a high degree of satisfaction with the City’s system of Parks, with over 88 percent of respondents very or somewhat satisfied. But the needs are there, and the Commission is committed to look for ways to increase revenues so that the City can continue to provide a high quality of parks and recreation services in the future.

**Possible Solutions**

- Galvanize community resources through volunteer programs
- Establish a nonprofit foundation to support parks and programs
- Create public private partnership programs to support specific projects
- Right-size the city's master planning for parks and recreation
- Develop creative facility maintenance programs
- Pursue grant funding to address funding gaps
- Consider tax or fees to ensure funding for park programming

**How to Get Involved**

There are many opportunities for community members to get involved support parks and recreational programming in the City of Folsom. Here are a few ways that Folsom residents can get involved.

**Attend Parks & Recreation Commission Meetings**

The Commission meets at 6:30 p.m. the first Tuesday of each month in the City Hall Council Chambers. The public is welcome to address the Commission and is offered the opportunity to speak.

**See, Click, Fix**

Report non-emergency maintenance issues to the City of Folsom with customer service tool called See, Click, Fix. Learn more by visiting <https://seeclickfix.com/>

Please be advised that this application is not to be used for emergencies. For urgent matters that require immediate attention, call 911.

**Participate in Parks and Recreation Programming**

Looking to pick up a new skill or make new friends? Try one of our classes, camps, activities, or events. Our calendar is packed with recreational activities designed to delight everyone from preschoolers to seniors. You can challenge your body and mind while having fun in Folsom’s natural environment and premier facilities. Learn more at <https://www.folsom.ca.us/>



## About the Commission

The Parks and Recreation Commission consists of 7 members. The Commission shall consist of 5 members appointed by councilmembers. Each councilmember appoints 1 Commission member whose term shall run concurrently with that of the councilmember so appointing. Two members shall be appointed by the council for 2-year terms.



**Dave Nazworth, Chair**  
Term ends: 12/2022  
Appointment: At-Large  
dave\_nazworth@yahoo.com



**Brian Wallace, Vice-Chair**  
Term ends: 12/2022  
Appointment: At-Large  
wallace95630@yahoo.com



**Will Kempton**  
Term ends: 12/2022  
Appointment: Aquino  
willkempton1947@yahoo.com



**Samantha Davidson**  
Term ends: 12/2022  
Appointment: Howell  
SamanthaDavidsonRE@gmail.com



**Matt Hedges**  
Term ends: 12/2022  
Appointment: Kozlowski  
matthedges@gmail.com



**Marina Leight**  
Term ends: 12/2024  
Appointment: Chalamcherla  
marina.leight@gmail.com



**Tanya Morales**  
Term ends: 12/2024  
Appointment: Rodriguez  
Tanya@MoralesRealtor.com

### Subcommittee Assignments (2021-22)

#### Planning & Development

- Samantha Davidson, Chair
- Tanya Morales
- Marina Leight

#### Budget / Finance

- Matt Hedges, Chair
- Dave Nazworth
- Will Kempton

#### Parks & Recreation Renovation Plan

- Brian Wallace, Chair
- Samantha Davidson
- Matt Hedges

#### Youth Sports

- Dave Nazworth, Chair
- Brian Wallace
- Will Kempton

*A person is not eligible to hold office as a park and recreation Commissioner unless he or she is, at the time of appointment, a resident and registered voter of the city. If, during his or her term of office, a member of the park and recreation Commission moves his or her residence outside the city limits, or ceases to be a registered voter of the city, such member's office shall immediately become vacant. (Ord. 709 § 3, 1990)*

*This report is based on the opinions of the Folsom Parks and Recreation Commission and does not reflect the opinions of the City of Folsom, its staff, or elected city council members.*

**Folsom Parks and Recreation Awards**

**2020** Sierra Chapter American Society of Landscape Architects – “Parks and Open Space” award for Broder Family Homestead Park

**2020** APWA Design Award for the Oak Parkway Trail Undercrossing Project

**CPRS Awards**

**2021** Marketing and Communications Digital Media Award of Excellence to Parks and Recreation for the 2020 Virtual Wayne Spence Veteran’s Day Parade

**2021** CPRS Award in the Facility Design and Park Planning Award Category for Broder Family Homestead Park

**2021** CPRS District II Award in the Facility Design and Park Planning Award Category for Broder Family Homestead Park

**2020** Excellence in Design – Park Planning for Broder Family Homestead Park

**2020** Champion of the Community – Will Kempton for his many years of dedicated service on the Parks and Recreation Commission.

**2020** CPRS District II - J.R. Needy Professional Award – Chad Gunter

**2020** CPRS District II – Facility Design & Park Planning Award – Broder Family Homestead Park

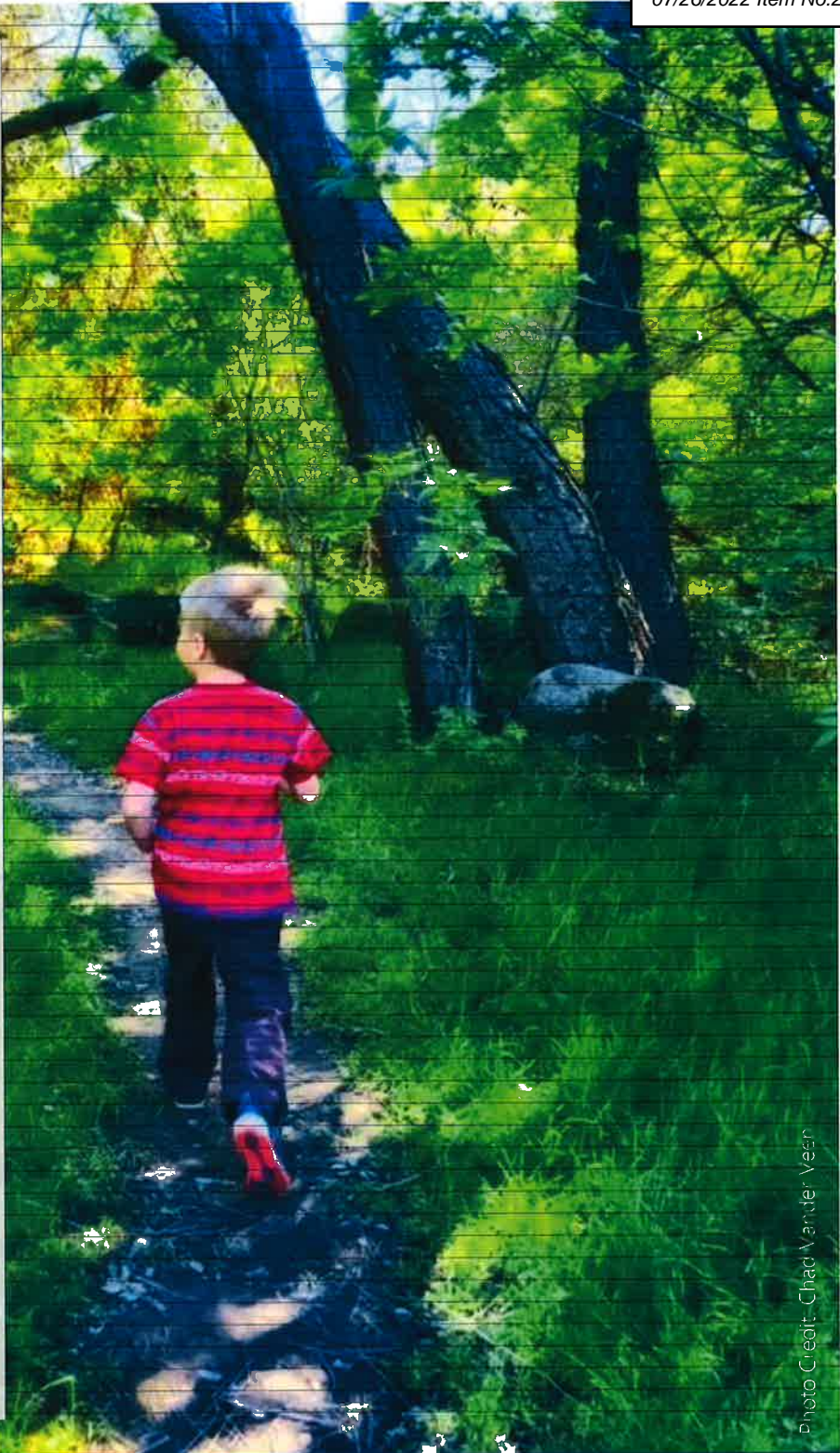
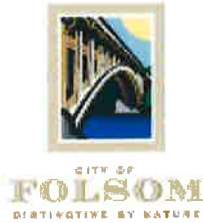


Photo Credit: Chad Vander Veer



## Folsom City Council Staff Report



|                        |                                                                                            |
|------------------------|--------------------------------------------------------------------------------------------|
| <b>MEETING DATE:</b>   | 7/26/2022                                                                                  |
| <b>AGENDA SECTION:</b> | Scheduled Presentations                                                                    |
| <b>SUBJECT:</b>        | Historic District Residential Permit Parking Pilot: Report Outcomes and Direction to Staff |
| <b>FROM:</b>           | Public Works Department                                                                    |

### BACKGROUND / ISSUE

At the September 28, 2021 meeting the City Council directed staff to proceed with a six-month pilot program to implement residential permit parking in the Historic District. Staff was directed to report back to the City Council at the conclusion of the pilot.

The six-month pilot program was initiated on December 17, 2021 and concluded on June 17, 2022. Staff will report on the outcomes of the pilot project and seek direction from City Council whether to continue the pilot, institute a permanent program, or discontinue the permit program.

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

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# City Council Special Meeting

## MINUTES

Tuesday, July 12, 2022 5:45 PM

---

Councilmember YK Chalamcherla participated via teleconference from the following location:

1755 Abbeyfeale Court  
Folsom, CA 95630

### CALL TO ORDER

The special City Council meeting was called to order at 5:45 pm with Mayor Kerri Howell presiding.

### ROLL CALL:

Councilmembers Present: Sarah Aquino, Councilmember  
YK Chalamcherla, Councilmember (via teleconference)  
Mike Kozlowski, Councilmember  
Rosario Rodriguez, Vice Mayor  
Kerri Howell, Mayor

Councilmembers Absent: None

Participating Staff: City Manager Elaine Andersen  
City Attorney Steven Wang  
City Clerk Christa Freemantle  
Interim Human Resources Director John Spittler  
Human Resources Manager Allison Garcia

### ADJOURNMENT TO CLOSED SESSION FOR THE FOLLOWING PURPOSES:

1. Conference with Labor Negotiator - Pursuant to Government Code Section 54957.6. Agency Negotiator: Interim Human Resources Director John Spittler. Employee Organization: Various Bargaining Groups

**Motion by Councilmember Sarah Aquino second by Vice Mayor Rosario Rodriguez to adjourn to Closed Session for the above referenced item. Motion carried with the following roll call vote:**

**AYES: Councilmember(s): Aquino, Chalamcherla, Kozlowski, Rodriguez, Howell**  
**NOES: Councilmember(s): None**  
**ABSENT: Councilmember(s): None**  
**ABSTAIN: Councilmember(s): None**

**RECONVENE**

City Attorney Steven Wang announced that no final action was taken during Closed Session.

**ADJOURNMENT**

The meeting was adjourned at 6:36 p.m.

SUBMITTED BY:

\_\_\_\_\_  
Christa Freemantle, City Clerk

ATTEST:

\_\_\_\_\_  
Kerri Howell, Mayor

# City Council Regular Meeting

## MINUTES

Tuesday, July 12, 2022 6:30 PM

---

Councilmember YK Chalamcherla participated via teleconference from the following location:

1755 Abbeyfeale Court  
Folsom, CA 95630

### CALL TO ORDER

The regular City Council meeting was called to order at 6:37 pm with Mayor Kerri Howell presiding.

### ROLL CALL:

Councilmembers Present: Sarah Aquino, Councilmember  
YK Chalamcherla, Councilmember (via teleconference)  
Mike Kozlowski, Councilmember  
Rosario Rodriguez, Vice Mayor  
Kerri Howell, Mayor

Councilmembers Absent: None

Participating Staff: City Manager Elaine Andersen  
City Attorney Steven Wang  
City Clerk Christa Freemantle  
Landscaping and Lighting Manager Zach Perras  
CFO/Finance Director Stacey Tamagni

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

### AGENDA UPDATE

City Attorney Steven Wang announced that there was revised staff report and resolution for item 8, revised staff report for item 11 and additional information for item 12.

### BUSINESS FROM THE FLOOR:

The following speakers addressed the City Council:

- Durriya Syed representing California Department of Insurance regarding their department and wildfires
- Loretta Hettinger regarding development patterns

**SCHEDULED PRESENTATIONS:**

1. Presentation from HART of Folsom (Homeless Assistance Resource Team) Regarding the Winter Shelter

HART Shelter Director Beverly Siess made a presentation and responded to questions from the City Council.

**CONSENT CALENDAR:**

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. City Councilmembers may pull an item for discussion.

2. Approval of June 28, 2022 Special and Regular Meeting Minutes
3. **pulled for comment**
4. Appointment of At-Large Member to the Folsom Landscaping and Lighting District Advisory Committee to Represent the Willow Springs District
5. Resolution No. 10883 - A Resolution Electing the Population and Inflation Factors and Establishing the Fiscal Year 2022-23 Appropriations Limit
6. Resolution No. 10886 - A Resolution Rescinding Resolution No. 10860 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Cooper Oates Air Conditioning for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project
7. Resolution No. 10888 - A Resolution Acknowledging Receipt of Completed Annual State Mandated Fire Inspections

**Motion by Vice Mayor Rosario Rodriguez second by Councilmember Mike Kozlowski, to approve Consent Calendar Items 2 and 4-7.**

**Motion carried with the following roll call vote:**

**AYES: Councilmember(s): Aquino, Chalamcherla, Kozlowski, Rodriguez, Howell**  
**NOES: Councilmember(s): None**  
**ABSENT: Councilmember(s): None**  
**ABSTAIN: Councilmember(s): None**

**CONSENT CALENDAR ITEM PULLED FOR COMMENT:**



- 3. Appointment of Representatives to the Sacramento Central Groundwater Authority (SCGA) Governing Board

Councilmember YK Chalamcherla pulled this item to request future updates regarding the SCGA Board.

**PUBLIC HEARING:**

- 8. Resolution No. 10887 - A Resolution Approving the Final Engineer's Report for the following Landscaping and Lighting Districts for Fiscal Year 2022-2023 American River Canyon North, American River Canyon North No. 2, American River Canyon North No. 3, Blue Ravine Oaks, Blue Ravine Oaks No. 2, Briggs Ranch, Broadstone, Broadstone No. 4, Broadstone Unit No. 3, Cobble Ridge, Cobble Hills Ridge II/Reflections II, Folsom Heights, Folsom Heights No. 2, Hannaford Cross, Lake Natoma Shores, Los Cerros, Natoma Station, Natoma Valley, Prairie Oaks Ranch, Prairie Oaks Ranch No. 2, Prospect Ridge, Sierra Estates, Silverbrook, Steeplechase, The Residences at American River Canyon, The Residences at American River Canyon II, Willow Creek Estates East, Willow Creek Estates East No. 2, Willow Creek Estates South, and Willow Springs

Landscaping and Lighting Manager Zach Perras made a presentation.

Mayor Kerri Howell stated that the staff report and resolution had been amended. Mayor Kerri Howell opened the public hearing. Hearing no public comments, the public hearing was closed.

**Motion by Vice Mayor Rosario Rodriguez second by Councilmember Sarah Aquino, to approve Resolution No. 10887 as amended.**

**Motion carried with the following roll call vote:**

**AYES: Councilmember(s): Aquino, Chalamcherla, Kozlowski, Rodriguez, Howell**  
**NOES: Councilmember(s): None**  
**ABSENT: Councilmember(s): None**  
**ABSTAIN: Councilmember(s): None**

**CONVENE JOINT MEETING**

**JOINT CITY COUNCIL AGENDA**

**City Council Regular and Joint City Council / Folsom Redevelopment Successor Agency / Folsom Public Financing Authority / Folsom Ranch Financing Authority / South of 50 Parking Authority Meeting**

**ROLL CALL:**

Council/Boardmembers Present: Sarah Aquino, Councilmember  
YK Chalamcherla, Councilmember  
Mike Kozlowski, Councilmember

Rosario Rodriguez, Vice Mayor  
Kerri Howell, Mayor

Council/Boardmembers           None  
Absent:  
Participating Staff:           City Manager Elaine Andersen  
                                          City Attorney Steven Wang  
                                          City Clerk Christa Freemantle  
                                          CFO/Finance Director Stacey Tamagni

**CONSENT CALENDAR:**

- 9. Approval of the April 12, 2022 Joint City Council and Folsom Ranch Financing Authority Meeting Minutes
- 10. Approval of the May 24, 2022 Joint City Council / Redevelopment Successor Agency / Public Financing Authority / Folsom South of 50 Parking Authority / Folsom Ranch Financing Authority Meeting Minutes

**Motion by Vice Chair Rosario Rodriguez second by Boardmember Mike Kozlowski, to approve Consent Calendar.**

**Motion carried with the following roll call vote:**

**AYES:           Boardmember(s):   Aquino, Chalamcherla, Kozlowski, Rodriguez, Howell**  
**NOES:           Boardmember(s):   None**  
**ABSENT:        Boardmember(s):   None**  
**ABSTAIN:       Boardmember(s):   None**

**PUBLIC HEARING:**

- 11. Folsom Ranch Financing Authority City of Folsom Community Facilities District No. 23 (Folsom Ranch) Improvement Area No. 3 Special Tax Revenue Bonds, Series 2022
  - i. Resolution No. 10884 - A Resolution of the City Council of the City of Folsom Authorizing the Issuance of the City of Folsom Community Facilities District No. 23 (Folsom Ranch) Improvement Area No. 3 Special Tax Bonds, Series 2022, the Execution of an Indenture Providing therefor, Authorizing the Execution of a Local Obligation Purchase Contract, and Authorizing Necessary Actions and the Execution of Other Documents in Connection therewith
  - ii. Resolution No. 009-Folsom Ranch FA - A Resolution of the Governing Board of the Folsom Ranch Financing Authority Authorizing the Issuance, Sale and Delivery of Not to Exceed \$12,000,000 Aggregate Principal Amount of City of Folsom Community Facilities District No. 23 (Folsom Ranch) Improvement Area No. 3 Special Tax Revenue Bonds, Series 2022; Approving the Form and Substance of a Trust Agreement, Authorizing Modifications thereof and Execution and Delivery as Modified; Approving a Preliminary Official Statement, Authorizing Changes thereto and Execution and Delivery thereof and of an Official Statement to be Derived therefrom; Approving a Local Obligation Purchase

Contract and a Bond Purchase Contract and Execution and Delivery of Each; and Authorizing Related Actions Necessary to Implement the Proposed Financing

CFO/Finance Director Stacey Tamagni made a presentation.

Mayor Kerri Howell opened the public hearing. Hearing no public comments, the public hearing was closed.

**Motion by Vice Chair Rosario Rodriguez second by Boardmember Mike Kozlowski, to approve Resolution No. 10884.**

**Motion carried with the following roll call vote:**

|                 |                        |                                                           |
|-----------------|------------------------|-----------------------------------------------------------|
| <b>AYES:</b>    | <b>Boardmember(s):</b> | <b>Aquino, Chalamcherla, Kozlowski, Rodriguez, Howell</b> |
| <b>NOES:</b>    | <b>Boardmember(s):</b> | <b>None</b>                                               |
| <b>ABSENT:</b>  | <b>Boardmember(s):</b> | <b>None</b>                                               |
| <b>ABSTAIN:</b> | <b>Boardmember(s):</b> | <b>None</b>                                               |

**Motion by Boardmember Mike Kozlowski, second by Vice Chair Rosario Rodriguez to approve Resolution No. 009-Folsom Ranch FA.**

**Motion carried with the following roll call vote:**

|                 |                        |                                                           |
|-----------------|------------------------|-----------------------------------------------------------|
| <b>AYES:</b>    | <b>Boardmember(s):</b> | <b>Aquino, Chalamcherla, Kozlowski, Rodriguez, Howell</b> |
| <b>NOES:</b>    | <b>Boardmember(s):</b> | <b>None</b>                                               |
| <b>ABSENT:</b>  | <b>Boardmember(s):</b> | <b>None</b>                                               |
| <b>ABSTAIN:</b> | <b>Boardmember(s):</b> | <b>None</b>                                               |

### **ADJOURNMENT**

There being no further business to come before the joint City Council / Redevelopment Successor Agency / Public Financing Authority / Folsom South of 50 Parking Authority / Folsom Ranch Financing Authority, the meeting was adjourned to the regular City Council meeting at 7:19 pm.

### **RECONVENE CITY COUNCIL MEETING**

#### **NEW BUSINESS:**

12. General Municipal Election – November 8, 2022

1. A. Resolution No. 10889 - A Resolution Authorizing the Submission of a Ballot Measure to the Qualified Voters of the City to Add a Transactions and Use Tax at the Rate of One-Half Percent (0.5%), Authorizing the Filing of Written Arguments Regarding the City's Revenue Measure, and Directing the City Attorney to Prepare an Impartial Analysis for Said Measure; or

B. Resolution No. 10890 - A Resolution Authorizing the Submission of a Ballot Measure to the Qualified Voters of the City to Add a Transactions and Use Tax at the Rate of One Percent (1%), Authorizing the Filing of Written Arguments Regarding the City's Revenue Measure, and Directing the City Attorney to Prepare an Impartial Analysis for Said Measure

2. A. Ordinance No. 1328 - An Ordinance of the People of the City of Folsom Imposing a One-Half Percent (0.5%) Transactions and Use Tax by Adding Chapter 3.140, "Folsom Essential City Services Maintenance and Investment Measure", to the Folsom Municipal Code to be Administered by the California Department of Tax and Fee Administration **(Approve Submission to Voters); or**

B. Ordinance No. 1329 - An Ordinance of the People of the City of Folsom Imposing a One Percent (1%) Transactions and Use Tax by Adding Chapter 3.140, "Folsom Essential City Services Maintenance and Investment Measure", to the Folsom Municipal Code to be Administered by the California Department of Tax and Fee Administration **(Approve Submission to Voters)**

City Manager Elaine Andersen introduced the item. City Attorney Steven Wang made a presentation and responded to questions from the City Council.

The City Council discussed the item and received clarification from CFO/Finance Director Stacey Tamagni and consultant Bonnie Moss.

The following speaker addressed the City Council:

- Loretta Hettinger

**Motion by Councilmember Mike Kozlowski second by Mayor Kerri Howell to approve Resolution No. 10889.**

Each of the City Councilmembers commented regarding the item.

**Motion failed with the following roll call vote:**

**AYES: Boardmember(s): Kozlowski, Howell**  
**NOES: Boardmember(s): Aquino, Chalamcherla, Rodriguez**  
**ABSENT: Boardmember(s): None**  
**ABSTAIN: Boardmember(s): None**

Councilmember Sarah Aquino suggested a citizen's committee be created to prepare for a 2024 sales tax measure. City Manager Elaine Andersen commented that the City's consultant suggested the City continue to tell their story of need. She further commented that the City Council will need to consider which services the City will no longer provide due to revenue shortfalls.

Consultant Bonnie Moss concurred with City Manager Elaine Andersen and reminded the City Council of the survey results and explained that she wanted to reenforce the idea of a more robust citizen engagement effort for 2024.

**CITY MANAGER REPORTS:**

City Manager Elaine Andersen made announcements of upcoming events including the annual national night out, the new session of the Police Department's citizens academy and the 48 Natoma Art Gallery reception. She wished a happy birthday to Vice Mayor Rosario Rodriguez.

**CITY COUNCIL COMMENTS:**

Councilmember YK Chalamcherla requested future agenda items regarding Bidwell Suites and an update of Public Works projects. He spoke of the sales tax measure item and thanked staff for helping him join the meeting remotely.

Councilmember Sarah Aquino thanked City Attorney Steven Wang for his military service and congratulated Police Lieutenant Zelaya on his promotion. She requested that the City Council consider rescinding the state of emergency that was put into place during the pandemic. Councilmembers concurred and City Manager Elaine Andersen said it would be brought to a future City Council meeting for discussion.

Councilmember Mike Kozlowski thanked the Chamber of Commerce and all the volunteers for the Folsom Pro Rodeo.

Vice Mayor Rosario Rodriguez congratulated the Choose Folsom Team for an outstanding rodeo. She spoke of her participation in the study mission to St. Louis and commented on a visit to the Toll Brothers Regency. She requested a future agenda item regarding strategic planning and wished City Manager Elaine Andersen an early happy birthday.

Mayor Kerri Howell encouraged everyone to drive safely. She commented on the Folsom Pro Rodeo and commended the Chamber of Commerce, all the volunteers and Vice Mayor Rosario Rodriguez for their work. She spoke of upcoming regional board meetings she will be attending and commended Environmental and Water Resources Director Marcus Yasutake on his tv news appearance.

**ADJOURNMENT**

There being no further business to come before the Folsom City Council, Mayor Kerri Howell adjourned the meeting at 8:13 pm.

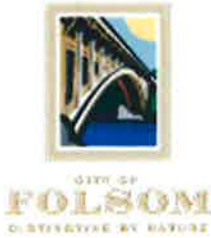
SUBMITTED BY:

\_\_\_\_\_  
Christa Freemantle, City Clerk

ATTEST:

\_\_\_\_\_  
Kerri Howell, Mayor

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# Folsom City Council Staff Report



|                        |                                                                                                                                                                                                                                                                                                                      |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MEETING DATE:</b>   | 7/26/2022                                                                                                                                                                                                                                                                                                            |
| <b>AGENDA SECTION:</b> | Consent Calendar                                                                                                                                                                                                                                                                                                     |
| <b>SUBJECT:</b>        | Resolution No. 10891 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 046-21 21-005) with Badger Meter, Inc. to Purchase Badger Cellular Endpoints for a Three Year Pilot Automated Metering Infrastructure Network for the City of Folsom Water Meter Division |
| <b>FROM:</b>           | Environmental and Water Resources Department                                                                                                                                                                                                                                                                         |

### **RECOMMENDATION / CITY COUNCIL ACTION**

The Environmental and Water Resources Department recommends that the City Council pass and adopt Resolution No. 10891 - A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 046-21 21-005) with Badger Meter, Inc. to Purchase Badger Cellular Endpoints for a Three Year Pilot Automated Metering Infrastructure Network for the City of Folsom Water Meter Division.

### **BACKGROUND / ISSUE**

By State law California Water Code Section 526 the City began billing all City water customers based on consumptive rates in January 2013. In preparation for the 2013 metered billing, the City adopted a comprehensive Water Meter Implementation Plan (WMIP) in August 2007 and an updated WMIP in April 2011.

In the WMIP, staff analyzed the life cycle cost for various meter reading options, including touch read (walk-by), radio read (drive-by) and fixed network (remote meter reading). The life cycle cost analysis revealed that the fixed network system provided the best long-term cost advantages. Staff moved forward with implementing a city-wide fixed network meter reading system. Currently, the city is 100% deployed with a fixed network system.

Since the deployment of the City’s current fixed network system, technology has expanded and improved in the area of automated meter reading. In 2019, the city elected to participate in a regional Water Meter Consortium study that reviewed regional opportunities for meter purchasing, meter testing and meter reading technology. The meter reading technology analysis reviewed and compared what other water agencies use for meter reading and the various options available for remote meter reading. The study identified the pros and cons of various meter reading systems, as well as a recommendation to the City for future meter reading needs. The Water Meter Consortium consultants recommended the City conduct a pilot project of the Badger Meter cellular automated metering infrastructure (AMI) system. This resolution authorizes the City Manager to execute Amendment No. 1 to the Agreement (Contract No. 046-21 21-005) with Badger Meter, Inc. to purchase Badger Cellular Endpoints for a Three Year Pilot Automated Metering Infrastructure Network for the City of Folsom Water Meter Division

**POLICY / RULE**

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of \$66,141 or greater shall be awarded by City Council.

**ANALYSIS**

The Water Meter Consortium consultants recommended the City pilot the Badger Meter Cellular AMI system. As a result of this recommendation, the city worked with Badger Meter, Inc. to identify the overall costs for a pilot project.

On October 27, 2020, the City Council approved Resolution No. 10537 authorizing execution of an agreement with Badger Meter Inc for the pilot project. Under the current Agreement (046-21 21-005) it was estimated that the City would install approximately 800 meter reading units per year during the three years of the agreement.

Due to increased demand for water meters in the Folsom Plan Area, the City will exhaust the total inventory of cellular endpoints prior to the three years anticipated in the original agreement. To keep up with demand for the remainder of the three year pilot, the City requests this amendment to purchase an additional 2,000 cellular endpoints from Badger Meter, Inc. Since this is a cellular AMI system and is built on existing commercial wireless networks, there is no additional infrastructure that will need to be installed. The cost to the City over the remaining 2 years is as follows:



| Item                                                  | \$ per  | Year 1 (\$) | Year 2 (\$)      |
|-------------------------------------------------------|---------|-------------|------------------|
| Badger Cellular Endpoint                              | \$85.00 | \$85,000    | \$85,000         |
| Cellular Service Annual Cost                          | \$8.16  | \$8,160     | \$16,320         |
| <b>Total Cost Per Year (inc. tax)</b>                 |         | \$93,160    | \$101,320        |
| <b>Total Cost of Amendment to Meet Demand For AMI</b> |         |             | <b>\$194,480</b> |

**FINANCIAL IMPACT**

Sufficient funds have been budgeted and are available in the Water Operating Fund (Fund 520) in FY 2022-23 to provide for this program for a total of \$93,160. Funds will also be made available in FY 2023-24. This amendment will authorize purchasing additional endpoints at the original contract price for the remainder of the AMI three year pilot during FY 2022-23 and FY 2023-24, for a total not-to-exceed fee of \$194,480.

**ENVIRONMENTAL REVIEW**

This work consists of basic data collection and component installation that does not result in a serious or major disturbance to an environmental resource, and is categorically exempt from environmental review under the California Environmental Quality Act as noted in Title 14 - California Code of Regulations, Chapter 3 - Guidelines for Implementation of the California Environmental Quality Act, Article 19 - Categorical Exemptions, Section 15306 – Information Collection.

**ATTACHMENT**

Resolution No. 10891 - A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 046-21 21-005) with Badger Meter, Inc. to Purchase Badger Cellular Endpoints for a Three Year Pilot Automated Metering Infrastructure Network for the City of Folsom Water Meter Division

Submitted,

---

Marcus Yasutake, Director  
 ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

**RESOLUTION NO. 10891**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT (CONTRACT NO. 046-21 21-005) WITH BADGER METER, INC. TO PURCHASE BADGER CELLULAR ENDPOINTS FOR A THREE YEAR PILOT AUTOMATED METERING INFRASTRUCTURE NETWORK FOR THE CITY OF FOLSOM WATER METER DIVISION**

**WHEREAS**, remote meter reading is an essential operation for accurate, timely billing, water conservation and maintenance of the meter infrastructure; and

**WHEREAS**, the City participated in a region Water Meter Consortium to analyze regional water meter networks with a recommendation that the City pilot the Badger Meter Cellular AMI system; and

**WHEREAS**, additional cellular endpoints are needed to keep up with an increased demand in water meter installations; and

**WHEREAS**, sufficient funds have been budgeted and are available in the Water Operating Fund (Fund 520); and

**WHEREAS**, the agreement will be in a form acceptable to the City Attorney:

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom authorizes the City Manager to execute Amendment No. 1 to the Agreement (Contract No. 046-21 21-005) with Badger Meter, Inc. to Purchase Badger Cellular Endpoints for a Three Year Pilot Automated Metering Infrastructure Network for the City of Folsom Water Meter Division for a not-to-exceed amount of \$194,480.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of July, 2022, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

\_\_\_\_\_  
Kerri M. Howell, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

## Folsom City Council Staff Report

|                        |                                                                                                                                                                                                                                                                               |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MEETING DATE:</b>   | 7/26/2022                                                                                                                                                                                                                                                                     |
| <b>AGENDA SECTION:</b> | Consent Calendar                                                                                                                                                                                                                                                              |
| <b>SUBJECT:</b>        | Resolution No. 10892 – A Resolution Authorizing the City Manager to Execute Contract Amendment No. 5 Extending the Term for the Consultant and Professional Services Agreement with The Ferguson Group for Federal Legislative Advocacy Services (Contract No. 173-21 09-026) |
| <b>FROM:</b>           | Public Works Department                                                                                                                                                                                                                                                       |

### RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 10892 – A Resolution Authorizing the City Manager to Execute Amendment No. 5 Extending the Term for the Consultant and Professional Services Agreement with The Ferguson Group for Federal Legislative Advocacy Services (Contract No. 173-21 09-026).

### BACKGROUND / ISSUE

Since January 1995, the City of Folsom has engaged the services of The Ferguson Group to provide federal legislative advocacy consultant services. The Ferguson Group has assisted the city in all matters of interest to the city pertaining to the federal government, including federal funding; legislative, regulatory, and other administrative matters not directly related to federal funding; and a variety of special issues and projects, including advocacy and funding related to water supply and the Folsom Lake Crossing project, among many others.

The city's current three-year consultant and professional services agreement (Amendment No. 4 of Contract No. 173-21 09-026) with The Ferguson Group expired on June 30, 2022. Staff proposes that the City Manager amend the current agreement to extend the term for another three years, from July 1, 2022, through June 30, 2025. Staff feels that it is particularly important to provide for a three-year extension to ensure consistency and continuity.

**POLICY / RULE**

In accordance with Chapter 2.36 of the Folsom Municipal Code, agreements costing \$66,141 or greater shall be approved by the City Council.

**ANALYSIS**

The Ferguson Group has proven to be a staunch and able advocate of the city's interests and has consistently demonstrated outstanding professional skills in support of the city.

A key element to the success of any consultant-client relationship is the rapport and familiarity established between the parties over time. Unlike other consultant relationships that are typically created for a specific project and have a known end date, legislative advocacy consultant relationships are intended to extend over a much longer period. This longevity is invaluable as the legislative advocacy consultant becomes intimately familiar with the city's needs and desires; that consultant becomes even more effective in representing those interests. The Ferguson Group is an excellent example of the fruitfulness of this type of successful, long-term consultant-client relationship.

Since it started representing the city, The Ferguson Group alone has been instrumental in helping secure nearly \$14 million in congressional appropriations to meet the city's various capital needs, plus another \$77 million toward the design and construction of the Folsom Lake Crossing. In total, since 1997, the city has received federal appropriations totaling over \$91 million. The Ferguson Group advocated over the past several years for repayments to the city from the Corps of Engineers related to the bridge project. As bridge and Joint Federal Project budgeting have wound down, the city and The Ferguson Group have been reviewing the city's federal agenda and moving forward with new and additional priorities, most notably in the area of transportation and infrastructure generally.

The Ferguson Group has been proactive in educating staff on the contents, schedule, and criteria of the Infrastructure Investment and Jobs Act (IIJA) of 2021. They also made staff aware that Congressionally-Directed Funds (CDF), formerly known as Federal earmarks, have been reinstated into the Federal budget and they assisted the city in successfully adding \$4 million in CDF requests to Congress Member Ami Bera's list of funding priorities to fund the Riley Street Sidewalk Project.

The Ferguson Group interacts regularly with the U.S. Bureau of Reclamation, the U.S. Army Corps of Engineers, the Federal Aviation Administration, and many other federal departments, bureaus, and agencies on behalf of the city – both in Washington, D.C. and locally. The Ferguson Group's strong relationships with key officials and staff members in these agencies are critical to the success of the city's ongoing federal lobbying program.

In addition, The Ferguson Group's existing relationship with other local clients, including the City of Roseville and San Juan Water District, broadens The Ferguson Group's access to other congressional representatives in this region which, directly and indirectly, can help further the City of Folsom's interests.

Importantly, The Ferguson Group's history with and breadth of knowledge of the city's needs and interests have become even more valuable over the last several years due to the retirement of key city senior staff members involved in federal issues. Because of city staff turnover, a significant portion of the city's institutional "memory" on key federal issues, projects, and programs, particularly the Folsom Lake Crossing project, rests with The Ferguson Group staff who have served the city for many years.

The amendment to the agreement with The Ferguson Group will be in a form acceptable to the City Attorney.

**FINANCIAL IMPACT**

The Ferguson Group proposes to continue providing federal legislative advocacy services to the city for a monthly retainer of \$7,495, plus \$5,000 annually for expenses for a new three-year term beginning July 1, 2022.

The amendment to the contract will be for 36 months, from July 1, 2022 through June 30, 2025. Funding in the amount of \$7,495 for the monthly retainer and \$5,000 annually for expenses (for a total not to exceed \$94,940) for the first year of the proposed extended term is included in the Fiscal Year 2022-23 Budget in the General Fund; funding for the subsequent years of the new term (total not to exceed \$94,940 for Fiscal Year 2023-24 and total not to exceed \$94,940 for Fiscal Year 2024-25 for retainer plus expenses) will be budgeted on an annual basis.

**ATTACHMENT**

Resolution No. 10892 - A Resolution Authorizing the City Manager to Execute Amendment No. 5 Extending the Term for the Consultant and Professional Services Agreement with The Ferguson Group for Federal Legislative Advocacy Services (Contract No. 173-21 09-026)

Submitted,



\_\_\_\_\_  
Mark Rackovan, PUBLIC WORKS DIRECTOR

**RESOLUTION NO. 10892**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 5 EXTENDING THE TERM FOR THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH THE FERGUSON GROUP FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES (CONTRACT NO. 173-21 09-026)**

**WHEREAS**, since January 1995, the city has engaged the services of The Ferguson Group to provide federal legislative advocacy consultant services; and

**WHEREAS**, The Ferguson Group has assisted the city in all matters of interest to the city pertaining to the federal government, including federal funding; legislative, regulatory, and other administrative matters not directly related to federal funding; and a variety of special issues and projects, including advocacy and funding related to water supply and the Folsom Lake Crossing project, among many others; and

**WHEREAS**, the term of the city's current consultant and professional services agreement with The Ferguson Group (Contract No. 173-21 09-026, Amendment No. 3) expired June 30, 2022; and

**WHEREAS**, The Ferguson Group has provided outstanding service and the city wishes to extend the term of the current agreement by three years beginning July 1, 2022, through June 30, 2025, with the same retainer and expenses as contained in the original agreement; and

**WHEREAS**, funding in the amount of \$7,495 for the monthly retainer and \$5,000 annually for expenses (for a total not to exceed \$94,940) for the first year of the proposed extended term is included in the Fiscal Year 2022-23 Budget in the General Fund, and funding for the subsequent years of the new term (total not to exceed \$94,940 for Fiscal Year 2023-24 and total not to exceed \$94,940 for Fiscal Year 2024-25 for retainer plus expenses) will be budgeted on an annual basis, and

**WHEREAS**, the amendment to the agreement with The Ferguson Group will be in a form acceptable to the City Attorney:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom that the City Manager is hereby authorized to execute Amendment No. 5 (for a total not to exceed \$94,940 for Fiscal Year 2022-23, not to exceed \$94,940 for Fiscal Year 2023-24, and not to exceed \$94,940 for Fiscal Year 2024-25) extending the term for three years for the consultant and professional services agreement with The Ferguson Group for federal legislative advocacy services.

**PASSED AND ADOPTED** on this 26<sup>th</sup> day of July 2022, by the following roll-call vote:

- AYES: Councilmember(s)
- NOES: Council Member(s)
- ABSENT: Council Member(s)

ABSTAIN: Council Member(s)

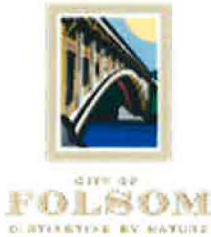
\_\_\_\_\_  
Kerri M. Howell, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK

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# Folsom City Council Staff Report



|                        |                                                                                                                                                 |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MEETING DATE:</b>   | 7/26/2022                                                                                                                                       |
| <b>AGENDA SECTION:</b> | Consent Calendar                                                                                                                                |
| <b>SUBJECT:</b>        | Resolution No. 10896 – A Resolution Rejecting All Proposals Submitted for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project |
| <b>FROM:</b>           | Parks and Recreation Department                                                                                                                 |

### RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council adopt Resolution No. 10896– A Resolution Rejecting All Proposals Submitted for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project.

### BACKGROUND / ISSUE

The Request for Proposals (RFP) for the Folsom City Hall HVAC and Boiler Replacement Design Build Project was published on April 14, 2022, with noticing to electronic bid boards and the City of Folsom website. The Parks and Recreation Department received four proposals on May 3, 2022. The four proposals were evaluated by staff based on the following criteria which was outlined in the RFP:

|                       |                  |
|-----------------------|------------------|
| Project Understanding | 30 Points        |
| Relevant Experience   | 30 Points        |
| <u>Cost</u>           | <u>40 Points</u> |
| Total Possible Points | 100 Points       |

Three staff members evaluated the proposals independently, then held a meeting to collate the results. Following are the results and ranking of the four proposals received.

| <b>Contractor</b>            | <b>Cooper Oates</b> | <b>AK Mechanical Inc</b> | <b>ACCO Engineered Systems</b> | <b>Air Systems Service &amp; Construction (ASSC)</b> |
|------------------------------|---------------------|--------------------------|--------------------------------|------------------------------------------------------|
| <b>Project Understanding</b> | 28.3                | 27.3                     | 25.6                           | 18.3                                                 |
| <b>Relevant Experience</b>   | 27.3                | 25.6                     | 26.6                           | 11.6                                                 |
| <b>Cost</b>                  | 38.3                | 33.3                     | 33.3                           | 18.3                                                 |
| <b>Total Points</b>          | <b>93.9</b>         | <b>86.2</b>              | <b>85.5</b>                    | <b>48.2</b>                                          |
| <b>Ranking</b>               | <b>1</b>            | <b>2</b>                 | <b>3</b>                       | <b>4</b>                                             |

Based on staff’s review and final ranking, Cooper Oates Air Conditioning (COAC) received the highest ranking from the four proposals received.

On May 24, 2022, the City Council approved Resolution No. 10860, which authorized the City Manager to execute a construction agreement with COAC for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project.

Due to an inadvertent error with the notice of intent to award, COAC was notified in writing on June 20, 2022 that the City suspended the award of the contract pending further action by the City Council. Also on June 20, 2022, all proposers were notified that the Council would consider award of the contract at its July 26, 2022 meeting.

As a result of the above, Resolution No. 10860 was rescinded by the City Council at its July 12, 2022 meeting.

On June 27, 2022, a protest to the award of the contact for this project to COAC was received from ACCO Engineered Systems, Inc. (ACCO).

Pursuant to the process laid out in the City of Folsom Standard Construction Specifications, the protest letter was provided to the apparent successful bidder, COAC, and staff requested a response to the claims made in the protest. On June 28, 2022, COAC provided a written response to ACCO’s protest.

**POLICY / RULE**

In accordance with Chapter 2.36 of the Folsom Municipal Code, City Council approval is required for contracts in excess of \$66,141.

In accordance with Folsom Municipal Code section 2.36.180, the City Council may reject all proposals when it is for good cause and in the best interests of the City.

## **ANALYSIS**

The City of Folsom received a protest from ACCO on June 27, 2022. ACCO ranked third in the proposal evaluation.

The protest letter asserts that COAC's proposal is non-responsive and identifies certain deficiencies in support of their protest. Based on these alleged deficiencies, ACCO requested that COAC's proposal be deemed non-responsive, such that COAC is not eligible for award of the contract for this project. ACCO also stated that all scores for "project understanding" should be thrown out and, based on the remaining scores, the contract for this project should be awarded to ACCO.

COAC provided a written response to the protest letter, denying each of the allegations and stating that it could and would comply with the project manual and project specifications contained in the RFP. COAC requests that the contract for this project should be awarded to COAC, based on its score as the highest-ranking proposal.

Based on irregularities in both the process and the proposals received, staff recommends that Council reject all proposals. Staff intends to improve the process where needed, re-notice the project, and give any interested proposer an opportunity to submit a proposal for this project.

## **FINANCIAL IMPACT**

There is no financial impact on the general fund. The cost of replacing the City Hall HVAC and Boilers will be funded by American Rescue Plan Act (ARPA) funds.

## **ENVIRONMENTAL REVIEW**

This action by the City Council is exempt from environmental review pursuant to Section 15061(b)(3) (Review for Exemption) of the California Environmental Quality Act (CEQA) Guidelines. The Folsom City Hall Boiler and HVAC Replacement Design-Build Project is exempt from environmental review pursuant to Section 15301 (Existing Facilities) and Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

## **ATTACHMENTS**

1. Resolution No. 10896 – A Resolution Rejecting All Proposals Submitted for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project
2. Protest Letter from ACCO Engineering, Inc.
3. Response Letter from Cooper Oates Air Conditioning

Submitted,

---

Lorraine Poggione, Director  
Parks & Recreation Department

# ATTACHMENT 1

**RESOLUTION NO. 10896**

**A RESOLUTION REJECTING ALL PROPOSALS SUBMITTED FOR THE FOLSOM CITY HALL BOILER AND HVAC REPLACEMENT DESIGN-BUILD PROJECT**

**WHEREAS**, the HVAC, Boiler, and HVAC control systems at the Folsom City Hall have reached the end of their useful life and are in need replacement; and

**WHEREAS**, the project was publicly advertised on April 14, 2022, and four proposals were received on May 3, 2022; and

**WHEREAS**, Cooper Oates Air Conditioning’s Proposal ranked the highest based on evaluation criteria; and

**WHEREAS**, a protest to the award of the project to Cooper Oates Air Conditioning was received on June 27, 2022 from ACCO Engineering Systems, Inc.; and

**WHEREAS**, Cooper Oates Air Conditioning provided a response to the protest on June 28, 2022; and

**WHEREAS**, based on irregularities in both the process and the proposals received, the City Council finds good cause and in the best interests of the City to reject all proposals received for the project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom that all proposals received through the public Request for Proposal process for the Folsom City Hall Boiler and HVAC Replacement Design-Build Project are hereby rejected.

**PASSED AND ADOPTED** this 26th day of July 2022, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

\_\_\_\_\_  
Kerri M. Howell, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK

## ATTACHMENT 2

**Mechanical Services**

916 / 520-2100 Voice  
 800 / 598-2226 Service  
 916 / 520-2150 Fax  
 9290 Beatty Drive  
 Sacramento, CA  
 95826-9702

June 27, 2022

Via Email

City of Folsom  
 City Clerk (CityClerkDept@folsom.ca.us)  
 50 Natoma Street  
 Folsom, CA 95630

**RE: Folsom City Hall Boiler & HVAC Replacement Design-Build Project - Bid Award to Cooper Oates Air Conditioning Protest by ACCO Engineered Systems, Inc.**

Dear City of Folsom:

ACCO Engineered Systems, Inc. protests the award of the contract for the Folsom City Hall Boiler & HVAC Replacement Design-Build Project to the apparent awardee, Cooper Oates Air Conditioning. As explained in greater detail below, Cooper Oates Air Conditioning's ("COAC") bid is nonresponsive to the RFP. Further, the proper application of the City's ranking system would make ACCO the intended awardee.

COAC's Bid Is Nonresponsive

Page 6 of the Construction Agreement, the Performance Bond Form, and the Guarantee Form required a two-year warranty/guarantee. COAC's Cover Letter & Statement of Understanding, provides COAC would only be providing a one-year warranty. COAC's response deviates from the general requirements of the project. COAC's bid is nonresponsive and is not eligible for the award.

COAC's failure to provide the required warranty/guarantee also demonstrates a lack of understanding of the project yet it was ranked the highest in all three bid categories – Project Understanding, Relevant Experience, and Cost.

Another area where COAC's bid falls short is treating pre and post air readings as "highly recommend" in its Cover Letter. In other words, COAC excluded that work (approximately \$50,000+ value) even though pre and post air readings are an industry standard and critical in a design-build project. That exclusion should alone be a basis to disqualify COAC's bid. However, despite this qualification by COAC, the City gave COAC the highest score for Project Understanding. This qualification by COAC would also lower COAC's score for price if the \$50,000+ value for this work is added to its bid price.





Additionally, item D, #2 in the Project Overview – Required Information, requires bidders to describe the design process. COAC failed to provide to do this and demonstrates another bid omission.

#### ACCO Should be Awarded the Contract

As noted above, COAC was ranked the highest in all three bid categories despite the demonstrated clear omission of the require warranty that goes to specifically to the category of Project Understanding. How the scoring in the Project Understanding Category is determined is unclear; however, this category has the greatest disparity in awarded scores. How could the City award the highest score in the Project Understanding category to a bidder that clearly lacked a full understanding of the RFP requirements and qualified its price by excluding work.

The appropriate solution is to eliminate the Project Understanding Category from the scoring due to its subjective application. In doing so, ACCO's score for the remaining (objective) categories – Relevant Experience and Cost – would be 59.9. The other two bidders eligible for award – AK Mechanical and Air Systems Service, scores would be 58.9 and 29.9, respectively. Accordingly, ACCO, would have the highest score therefore be the appropriate awardee of the contract.

For the reasons stated above, ACCO respectfully request that its protest be deemed successful and receive the award of the contract at issue.

NOTE: For your ready-reference, following supporting documentation is included with this:

Exhibit A: Bid Results

Exhibit B: Proposal Rankings

Exhibit C: Notice to Contractors

Exhibit D: Project Overview

Exhibit E: Construction Agreement

Exhibit F: Performance Bond Form

Exhibit G: Guarantee Form

Exhibit H: ACCO Bid

Exhibit I: Cooper Oates Bid

Exhibit J: AK Mechanical Bid

Exhibit K: Air Systems Bid



ACCO appreciates the opportunity to raise its concerns regarding the contract award.

Regards,

A handwritten signature in blue ink, appearing to read "Stephen Alwan".

Stephen Alwan, Project Manager  
9290 Beatty Drive, Sacramento, CA 95826  
916-628-0058 / salwan@accoes.com

A handwritten signature in blue ink, appearing to read "Michael Potts".

Michael Potts, Sr. Vice President – Facility Service Group  
9290 Beatty Drive, Sacramento, CA 95826  
916-520-2100 / mpotts@accoes.com

Exhibit A

**BID RESULTS**  
2:00 P.M. May 3, 2022  
Folsom City Hall Boiler HVAC Replacement  
Design-Build Project

| Contractor | Cooper Oates  | AK Mechanical Inc | ACCO Engineered Systems | Air Systems Service & Construction (ASSC) |      |      |
|------------|---------------|-------------------|-------------------------|-------------------------------------------|------|------|
| Base Bid   | \$ 947,825.00 | \$ 965,025.00     | \$ 967,861.10           | \$ 991,469.00                             | \$ - | \$ - |
|            |               |                   |                         |                                           |      |      |
|            |               |                   |                         |                                           |      |      |
|            |               |                   |                         |                                           |      |      |
| Rank       | 1             | 2                 | 3                       | 4                                         |      |      |

Laura Goller  
Authorized Designee

Brad Nelson  
Authorized Designee

**Proposal Ranking**  
**May 3, 2022**  
**Folsom City Hall Boiler HVAC Replacement**  
**Design-Build Project**

| <b>Contractor</b>            | <b>Cooper Oates</b> | <b>AK Mechanical Inc</b> | <b>ACCO Engineered Systems</b> | <b>Air Systems Service &amp; Construction (ASSC)</b> |
|------------------------------|---------------------|--------------------------|--------------------------------|------------------------------------------------------|
| <b>Project Understanding</b> | 28.3                | 27.3                     | 25.6                           | 18.3                                                 |
| <b>Relevant Experience</b>   | 27.3                | 25.6                     | 26.6                           | 11.6                                                 |
| <b>Cost</b>                  | 38.3                | 33.3                     | 33.3                           | 18.3                                                 |
| <b>Total Points</b>          | <b>93.9</b>         | <b>86.2</b>              | <b>85.5</b>                    | <b>48.2</b>                                          |
| <b>Rank</b>                  | <b>1</b>            | <b>2</b>                 | <b>3</b>                       | <b>4</b>                                             |

## NOTICE TO CONTRACTORS

Sealed Proposals will be received by the City Clerk's Office for the City of Folsom at, 50 Natoma Street, Folsom, California 95630 up to the hour of **2:00 P.M. on Tuesday, May 3, 2022** for construction of:

### **CITY OF FOLSOM CITY HALL BOILER & HVAC REPLACEMENT DESIGN-BUILD PROJECT**

In accordance with the Contract Documents issued by the City of Folsom. Proposals must be submitted on printed forms supplied by the Department of Parks and Recreation enclosed in an envelope marked:

### **SEALED PROPOSALS FOR: CITY OF FOLSOM CITY HALL BOILER & HVAC REPLACEMENT DESIGN-BUILD PROJECT**

Copies of the Sealed Proposal forms and accompanying documents (specifications and drawings) are available electronically on-line at [WWW.CIPLIST.COM](http://WWW.CIPLIST.COM)

Contractor's License: A, B or C-20 Air Conditioning/C-4 Boiler

Requests for technical information or clarification shall be directed to the City's representative, Chris O'Keefe [cokeefe@folsom.ca.us](mailto:cokeefe@folsom.ca.us) (916) 461-6684.

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771.

Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. The prevailing rates so determined are on file with the City Clerk and they are available for public inspection. They may also be obtained on the internet at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Article 6, Section 6.01)

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

Pursuant to California Public Contracts Code, any contract awarded pursuant to this invitation for bid shall include a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

Each bid must be accompanied by security consisting only of cash, California Bank Cashier's Check, Certified Check, California Bank Money Order, or bid bond made payable to the "City of Folsom" in the sum of ten percent (10%) of the sum of the proposal.

The Contract will be awarded to the lowest responsive responsible Bidder based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, i.e., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. All awards will be made in the City's best interest.

The right to reject any and all bids or waive any informality in any bid received is reserved by the City Council.

Lorraine Poggione  
Parks and Recreation Director

# PROJECT OVERVIEW

## 1. PROJECT DESCRIPTION

The City of Folsom is conducting a formal Request for Proposals (**RFP**) to provide design-build services for the replacement of two (2) Lochinvar natural gas boilers (**BOILERS**) and the Heating Ventilation and Air Conditioning (**HVAC**) equipment and systems at the Folsom City Hall, 50 Natoma Street, Folsom, CA. The contractor shall work with the City of Folsom facilities and local utilities to determine if rebates are available for this project, and to identify replacement boilers that meet the performance criteria called for in the rebate program.

The General / Prime / Contractor / Lead Entity allowed to participate in the RFP process must meet and provide the minimum license requirements as follows:

1. Current and good standing Business License
2. Proof of a valid A, B, or C-20 License for HVAC and electrical work.

Compliance: All service(s) rendered shall be in compliance with all applicable federal, state, local, and OSHA regulations. The selected Contractor shall possess any, or all, required licenses required to perform the requested service.

City affirmatively identifies this project as a “public work” as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771.

Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. The prevailing rates so determined are on file with the City Clerk and they are available for public inspection. They may also be obtained on the internet at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Article 6, Section 6.01)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

Pursuant to California Public Contracts Code, any contract awarded pursuant to this invitation for bid shall include a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

Each bid must be accompanied by security consisting only of cash, California Bank Cashier’s Check, Certified Check, California Bank Money Order, or bid bond made payable to the “City of Folsom” in the sum of ten percent (10%) of the sum of the proposal.

The right to reject any and all bids, or waive any informality in any bid received is reserved by the City Council.

**2. PROJECT LOCATION**

**BOILERS**

The two (2) Lochinvar natural gas boilers and associated equipment to be replaced are located on the 2<sup>nd</sup> Floor Mechanical Room of the Folsom City Hall building. Access to the Utility Room is through the City Council Chambers, up two flights of stairs, and across two landings. Access to the Utility Room can also be accomplished by way of a door on the roof. Please see Mechanical Room Location Map in Appendix A.

**HVAC**

The HVAC units are located on the roof of the Folsom City Hall building. Access to the roof is through the Council Chamber, up two flights of stairs, and across two landings. The roof is accessed through a door in the Mechanical Room. Please see the HVAC Location Map in Appendix B.

**3. PROPOSAL REQUIREMENTS**

Sealed Proposals will be received by the City Clerk’s Office for the City of Folsom at 50 Natoma Street, Folsom, California, 95630, up to the hour of **2:00 P.M. on Tuesday May 3, 2022** for the design-build removal and replacement of gas boilers and HVAC system.

The City of Folsom is seeking qualified contractors for design build work relating to the removal and replacement of gas boilers and HVAC equipment and fixtures, control systems, electrical upgrades and improvements. The contractor is expected to prepare all documents, and provide and install all equipment described in the scope of work.

**4. SCOPE OF WORK – DESIGN-BUILD SERVICES FOR THE BOILER REPLACEMENT**

**A. *Project Start-up Phase***

- 1. Project Coordination & Mobilization (NTE 5%)

**B. *Design Phase***

The Design-build Contractor shall provide all the necessary engineering, material procurement, labor, materials, tools, equipment, supplies, services, components, and disposal, and comply with the contract’s General Conditions to successfully complete the replacement of existing Boiler units to the satisfaction of the City of Folsom.

- 1. Provide mechanical schematic design drawings for new and modified equipment, including Title 24 compliance documentation.
- 2. Secure all necessary electrical and mechanical permits, and/or demonstrate proof that quality and standards meets or exceeds Folsom Municipal Code requirements. Obtain No Fee Permit through the City of Folsom Building Department.
- 3. Determine if the project is eligible for utility rebates and assist City of Folsom staff in preparing rebate submittal if rebates are available.



**C. Construction Phase**

1. Disconnect, remove, and legally dispose of offsite the following:
  - a. Two (2) existing Lochinvar PBN0750 boilers.
  - b. Demo existing flue vent, old hot water piping, and gas piping as required to facilitate the installation of the new equipment.
  
2. Provide and install two (2) new boilers (Lochinvar FTXL 97.3% or equivalent)
  - a. Provide new flue vent
  - b. Provide new circuits and disconnects
  - c. Provide new drain pan
  - d. Provide new pump
  - e. Connect new equipment to existing system
  - f. New boilers and pumps to existing HW system
  - g. New boilers to existing gas piping
  - h. Complete Installation of New Equipment
  - i. Insulate new HWS/HWR piping
  - j. Provide pipe identification

**D. Project Close-out Phase**

- a. Test new equipment to confirm functionality
- b. Start-up and leak check
- c. Clean-up of project site
- d. Approval from City on installation
- e. Owner training

**5. SCOPE OF WORK – DESIGN-BUILD SERVICES FOR THE HVAC REPLACEMENT**

**1. Project Start-Up Phase**

1. Project Coordination & Mobilization (NTE 5%)

**2. Design Phase**

The Design-build Contractor shall provide all the necessary engineering, material procurement, labor, materials, tools, equipment, supplies, services, components, and disposal, and comply with the contract’s General Conditions to successfully complete the replacement of existing HVAC units to the satisfaction of the City of Folsom.

The work includes, but shall not be limited to the following:

1. After the work is awarded, the contractor shall conduct a Site Survey and gather all the information required to proceed with the engineering, based on the agreed Scope of Work (SOW). The contractor shall report any discrepancies or necessary changes to the SOW.
  
2. After the Site Survey, the contractor shall design a functioning system based on the agreed SOW. The contractor will prepare engineering drawings using AutoCAD format. These drawings are to be available in electronic format; any additional drawings required for the design package shall be created by the contractor.

3. Upon review and approval of the design and all related submittals, the contractor will then proceed with the permitting, material procurement, and construction phase of the project.
4. The contractor’s design drawings shall include, but not be limited to:
  - a. Schedule of equipment showing capacities, models, weights, and accessories.
  - b. All proposed equipment shown on dimensioned drawings.
  - c. Any details and sections that are required to clearly indicate the installation.
  - d. Method of connecting to the facility.
  - e. Any variances or modifications from the City’s scope of work.
5. Design Submittal Requirements

The Design-Build Contractor shall obtain all required approvals and permits prior to proceeding with the installation of the work in this SOW. The Design-Build Contractor is responsible for the review of electrical specifications, equipment performance specifications and related design criteria prior to the purchase of equipment, materials, and installation of work. The Design-Build Contractor shall submit the following information considered as the Design Submittal:

Provide engineering drawings and material submittals with equipment type, manufacturer, model, EER Rating, options, quantity; cut sheets, and product warranties (submitted within 10 days from the Notice to Proceed).

**C. Construction Phase**

| <b>General Description of Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>HVAC Equipment</u></b></p> <ul style="list-style-type: none"> <li>• Demolish existing HVAC units in accordance with all equipment defined in Attachment B.</li> <li>• Contractor shall be responsible to haul all demolished units and ancillary equipment offsite.</li> <li>• Procure, install, and commission new high efficiency units. Equipment shall meet or exceed efficiency requirements as outlined by prevailing Title 24 Standards &amp; Regulations.</li> <li>• Unit weight shall not exceed 5% above existing HVAC unit weight.</li> </ul> |
| <p><b><u>Electrical</u></b></p> <ul style="list-style-type: none"> <li>• Disconnect and demo existing electrical connections and disconnect switches.</li> <li>• Install new disconnect switches and conduit to the new units.</li> </ul>                                                                                                                                                                                                                                                                                                                         |
| <p><b><u>Plumbing</u></b></p> <ul style="list-style-type: none"> <li>• Demo existing hydronic ball valves, control valves, and strainers as needed.</li> <li>• Furnish, install, and commission new ball valves, control valves, and strainers.</li> </ul>                                                                                                                                                                                                                                                                                                        |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Demo existing condensate drains and traps.</li><li>• Install new condensate drains and traps.</li><li>• Pressure test piping.</li><li>• Furnish NEBB Certified Report if necessary.</li></ul>                                                                                                                                                                                                                                                                      |
| <p><b><u>Ducting and Air Distribution</u></b></p> <ul style="list-style-type: none"><li>• Re-use existing ductwork</li><li>• Evaluate existing VAV system to determine if it can be re-used.</li></ul>                                                                                                                                                                                                                                                                                                     |
| <p><b><u>Controls</u></b></p> <ul style="list-style-type: none"><li>• Install smoke detector and connect to existing fire alarm systems.</li><li>• Install new thermostats</li><li>• Evaluate the feasibility of installing occupancy sensors.</li><li>• Replace existing Trane control system with non-proprietary control system.</li><li>• Furnish as-built control diagrams, label control wiring, sensors, and cabinets.</li><li>• Integrate new HVAC equipment into the new control system</li></ul> |
| <p><b><u>Commissioning</u></b></p> <ul style="list-style-type: none"><li>• Commission equipment and controls.</li><li>• Document and submit Commissioning Log for all equipment as outlined in the SOW.</li></ul>                                                                                                                                                                                                                                                                                          |

***D. Project Close-out Phase***

1. Test new equipment to confirm functionality
2. Start-up and leak check
3. Clean-up of project site
4. Approval from City on installation
5. Owner training
6. Close-Out Documents
  - a. List of Manufacturers with contact information and parts reordering information for all products installed.
  - b. As-built drawings of HVAC unit replacements and thermostat installations.
  - c. Commissioning checklist for each HVAC unit as outlined in Attachment C.

**6. General Requirements**

- A. The Scope of Work is provided to the Design-Build Contractor for information purposes only. Design-Build Contractor assumes all the responsibility for site verification of equipment for replacement with high-efficiency units, controls, and other items required to successfully complete the Boiler and HVAC replacements, and meet the necessary building and safety codes.
- B. Design-Build Contractor shall become familiar with details of work in the field and shall advise City of Folsom Project Manager of any discrepancy prior to performing any tasks, including but not limited to existing and proposed equipment quantities, building and area locations, etc. The Design-Build Contractor shall thoroughly investigate and satisfy itself of the conditions affecting the work prior to construction start.

C. The selected contractor will be required to work closely with the designated Project Manager for the City of Folsom. The Contractor shall identify an individual who will serve as the key contact person and to specify other staff who will perform various tasks.

**D. Required information to be included in response to this RFP:**

- 1. **Cover letter:** signed by an individual authorized to make commitments on behalf of the design-build contractor/team.
- 2. **Statement of Project Understanding:** Provide a description of the design-build contractor/team’s understanding of the project, describing both the design process as well as the construction (build) process of the project. This may be included as part of the Cover Letter.
- 3. **Relevant Experience:** Provide design-build contractor/team’s qualifications and specific project related experience.
- 4. **Cost Proposal:** Provide a cost proposal, indicating breakdowns per task as identified in the Proposal Form.
- 6. The successful contractor shall be required to sign the Construction Agreement for Design Build shown in Exhibit A of this RFP.

**7 Instructions for Submitting Proposals**

Three (3) copies of the requested information should be delivered to the following address not later than **2:00 PM on Tuesday, May 3, 2022:**

**City of Folsom, City Clerk’s Office**  
Attn: Chris O’Keefe, Facilities Maintenance Supervisor  
50 Natoma Street  
Folsom, Ca 95630

All requests for clarification must be received no later than **April 25, 2022 at 5:00 PM** and must be sent via email to the contact provided below or by mail to the address sited above. Requests for clarification submitted after this date will not be responded to. Responses to requests for clarification will be posted and distributed as an addendum to this RFP and will be posted on the City website, CIPlist.com, and any other venue used by the City for posting this RFP. Requests for clarification should be sent to:

**Chris O’Keefe, Facilities Maintenance Supervisor**  
Email: COKeefe@folsom.ca.us  
Phone: 916-461-6684

Contractor must submit a signed copy of the addendum (if any) with their response as acknowledgement of receiving the additional information.

The City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code section 6250, et seq.), unless City identifies and exercises a right or obligation to exempt any record from public disclosure. If a contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, they must clearly

mark the relevant portions of their proposal as “Confidential” and identify the legal basis for exemption from disclosure under the Public Record Act. The City Attorney’s office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. Contractor shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.

**8 Proposal Selection Process and Criteria**

The criteria that will be considered in the evaluation of proposals is summarized below. The City’s final selection will not be dictated on any single criteria, including price. The relative importance of the criteria involves judgment on the part of the City’s selection committee and will include both objective and subjective analysis. A contractor may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Proposals will be evaluated using the following criteria:

|                              |                   |
|------------------------------|-------------------|
| Project Understanding        | 30 Points         |
| Relevant Experience          | 30 Points         |
| Cost                         | 40 Points         |
| <b>Total Possible Points</b> | <b>100 Points</b> |

The above selection criteria are provided to assist the proposer and are not meant to limit other considerations, which may become apparent during the course of the selection process.

The City reserves the right to reject any and all proposals. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation.

The Design-Build Contractor/team selected to perform the work will be required to complete the City of Folsom Construction Agreement for Design Build (Attachment A) and must meet the insurance requirements stated therein.

**9 Rights Reserved by the City of Folsom**

The City reserves the right to waive informalities in proposals. The City is not obligated to award all tasks of the proposal selected but may award any combination of tasks best suited for completion of the project as the City envisions it. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation.

**10 Folsom City Hall Existing HVAC Schedule**

| Unit | Carrier Model # | CFM    | Power | Seer |
|------|-----------------|--------|-------|------|
| AC 1 | 50DK084         | 35,000 | 460V  | 9.3  |
| AC 2 | 48DJD024        | 6,200  | 460V  | 9.4  |
| AC 3 | 50DK034         | 12,000 | 460V  | 9.3  |

|      |         |        |      |     |
|------|---------|--------|------|-----|
| AC 4 | 50DK034 | 12,000 | 460V | 9.4 |
|------|---------|--------|------|-----|

**11 Folsom City Hall Existing HVAC Control System**

Trane Tracer Summit Version 17

**12 Folsom City Hall Existing Variable Air Volume**

- 1. Titus AESV 3000
- 2. 30 Cooling Only VAV Boxes
- 3. 45 Reheat VAV Boxes



# CONSTRUCTION AGREEMENT FOR DESIGN-BUILD SERVICES

THIS AGREEMENT, dated for identification as of \_\_\_\_\_, 20\_\_\_\_, is between the **CITY OF FOLSOM**, a municipal corporation, (hereinafter called "City"), and \_\_\_\_\_, (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

## 1. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents.
- B. The Contract Documents shall include the Notice to Contractors, the completed Proposal Form submitted by Contractor, this Agreement, the Bid Bond, the Performance Bond, the Payment Bond, the Standard Construction Specifications, the General Provisions, the Special Provisions, Exhibits, the Contract Drawings and Plans, the Technical Specifications, any project-specific specifications or documents, all duly issued Addenda, Interpretations, Field Instructions, Written Directives, Supplemental Drawings, the Contractor's Guarantee and Bond, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders.
- C. The Standard Specifications shall mean and refer to the current Standard Construction Specifications of the City of Folsom, which are incorporated herein by this reference as if set forth herein.

## 2. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail. Unless otherwise specifically provided herein, all works and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

## 3. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work called for, and in the manner designated in, and in strict conformity with the Project entitled:

**4. CONTRACT AMOUNT AND PAYMENTS**

City agrees to pay and Contractor agrees to accept, in full payment for the above work, DOLLARS (\$) as the stipulated sum price which Contractor bid in his Proposal Form.

**5. PROGRESS AND FINAL PAYMENTS**

Progress and final payments shall be in accordance with the Standard Specifications.

**6. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR**

When, under the provisions of this Contract, City is authorized to charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

**7. TIME OF COMPLETION**

- A. The entire work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
- B. Failure to complete the entire work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

**8. INSURANCE**

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the Contract Documents, including, but not limited to, Exhibit A, attached hereto and incorporated herein by reference.

**9. NO WAIVER OF REMEDIES**

- A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

**10. DETERMINATION OF DAMAGES**

- A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions and, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Folsom by reasons of the delay in the completion of the project to serve the public at the earliest possible time.
- B. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein



as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

**11. LIQUIDATED DAMAGES**

- A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be (\$ ) for each **Calendar Day**, continuing to the time at which the work is completed.
- B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

**12. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS**

- A. In addition to any rights it may have, City may terminate this Contract at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.
- B. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

**13. CONTRACTOR BANKRUPT**

- A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.
- B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the Standard Specifications.

**14. PERFORMANCE AND PAYMENT BONDS**

- A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
  - 1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
  - 2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.
- B. Any alteration or alterations made in any provision of this Contract 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 Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an "Admitted surety insurer," which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. **Contractor must submit** the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.
- D. All bonds submitted shall include the following:

1. Full name and address of the Contractor Surety, and the City;
2. Contract Date;
3. Exact Contract Sum;
4. Project Name and Address;
5. Signature of the Contractor
6. Corporate Seal, if applicable;
7. Signature of Authorized Surety Representative;
8. Notarization of the Contractor and Surety;
9. Power of Attorney; and
10. Local contact for surety, with name, phone number, and address to which legal notices may be sent.

**15. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD**

- A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.
- B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.
- C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

**16. LABOR CODE AND PUBLIC CONTRACT CODE COMPLIANCE**

- A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.
- B. Contractor and its subcontractors shall fully comply with all the provision of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.
- C. Notice: This project may be subject to the skilled and trained workforce requirement under Public Contract Code section 2600. A "skilled and trained workforce" is defined by Public Contract Code section 2601(d).

**17. UNFAIR COMPETITION**

The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

**18. GENERAL LIABILITY OF CONTRACTOR**

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. The mention of any specific duty or liability of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

**19. AUTHORITY OF THE CITY**

- A. The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different prime contractors involved with the Work. The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.
- B. The City will administer its authority through a duly designated representative identified at the pre-construction conference. The Contractor and the City's designated representative (the Owner's Representative) shall make good faith attempts to resolve disputes that arise during the performance of the Work.
- C. Any order given by the City not otherwise required by the Contract to be in writing shall be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, order, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.
- D. Any plan or method suggested to the Contractor by the City, the Architect or Consulting Engineer, or the Owner's Representative, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

**20. RESPONSIBILITY OF THE CONTRACTOR**

- A. The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work or the materials occasioned by any cause, and shall bear the entire expense.
- B. The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.
- C. The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Contract Documents, within the time specified.

**21. CORRECTION OF WORK**

- A. The Contractor shall promptly correct all work rejected by the Owner's Representative, Project Inspector or the Architect or Consulting Engineer as defective or as failing to conform to the Contract Documents, whether observed before or after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work including compensation for the Architect's, Consulting Engineer's Project Inspector's and the Owner's Representative's additional services.
- B. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within three (3) days after receipt of written notice from the City to commence and continue correction of the default or neglect with diligence and promptness, the City may, without prejudice to any other remedy it may have, correct the deficiencies and may further elect to complete that portion of the Work through such means as the City may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other appropriate costs, including compensation for the Architect's or Consulting Engineer's, the Project Inspector's and the Owner's Representative's additional services made necessary by the default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the City.
- C. If within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the City, promptly after receipt of a written notice from the City unless the City has previously given the Contractor a written acceptance of such condition. The City shall issue a correction notice promptly after discovering the condition. The Contractor shall notify the City upon completion of repairs. This obligation shall survive termination of the Contract with respect to work in place prior to termination.
- D. The Contractor shall bear the cost of making good work destroyed or damaged by such correction or removal.
- E. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligations which the Contractor might have under the Contract Documents or by operation of law. The establishment of the time period of two (2) years after the Date of Completion, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which an action may be commenced to establish the Contractor's liability with respect to its obligations other than specifically to correct the work

**22. GUARANTEE REQUIRED**

- A. In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and completion of all contract obligations by the Contractor, including formal acceptance of the entire Project by the City. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the City's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. Such guarantee shall be made on the form provided by the City.
- B. The guarantee period for corrected defective work shall continue for a duration equivalent to the

Contractor Name  
Project

original guarantee period.

- C. Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this Contract in all respects.

**23. NO CHANGES WITHOUT CONSENT**

- A. No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the City, or by CCD signed by either the City or the Owner's Representative, stating that the extra work or change is authorized, and no claim for any addition to the Contract Sum or Contract Time shall be valid unless so authorized; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed. The Contractor shall, when required by the Owner's Representative, furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested by the Contractor, or that may have been ordered by the City.
- B. Change Orders shall specify the cost adjustments associated therewith, and in no case shall the City pay or become liable to pay any sums different than those specified or those established under Sections 9.04 and 9.05.
- C. Substitutions are considered change orders.

**24. CHANGE ORDERS**

- A. Subject to legal requirements relating to competitive bidding, the City may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the City, which shall state the agreement of the City, the Contractor, and the Architect or Consulting Engineer upon all of the following:
  - 1. The scope of the change in the Work
  - 2. The amount of the adjustment in the Contract Sum, if any; and
  - 3. The extent of the adjustment in the Contract Time, if any.
- B. All adjustments to the Contract Sum or the Contract Time must be approved by the City.
- C. Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Change Order as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

**25. CONSTRUCTION CHANGE DIRECTIVE/CCD**

Changes also may be made pursuant to a CCD, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD shall be used in the absence of total agreement on the terms of a Change Order, or when time does not permit processing of a Change Order prior to implementation of the change. CCD's shall be approved by the City and the Architect or Consulting Engineer, but need not be signed by the Contractor. Upon receipt of a CCD, the Contractor shall promptly proceed with the change in the work involved. It is the intent of the City that all CCD's will be converted into a Change Order. When a CCD is used because time does not permit processing of a Change Order prior to implementation of the change, signature by the Contractor on the CCD constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the CCD as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

**26. EXTENSIONS OF TIME; UNAVOIDABLE DELAYS**

Contractor Name  
Project

- A. The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the City, upon a finding of good cause for such extension.
- B. As used herein, the following terms shall have the following meanings:
1. "Excusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor. These events may include strikes, embargoes, fire, unavoidable casualties, national emergency, and stormy and inclement weather conditions in which the Owner's Representative and Project Inspector agree that work on the critical path cannot continue. The financial inability of the Contractor or any Subcontractor or supplier and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section, but shall not entitle the Contractor to any adjustment of the Contract Sum.
  2. "Compensable Delay" means any delay in the completion of the Work beyond the expiration date of the Contract Time caused solely by the wrongful acts of the City and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section and/or an adjustment of the Contract Sum. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
  3. "Inexcusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.
- C. The Contractor may make a claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:
1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. Any adjustment of the Contract Sum shall be in accordance with Article 9 and shall be based only on the non-concurrent portion of any Compensable Delay.
  2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay calculated in accordance with subparagraph B1, if applicable, exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.
- D. Delays in the prosecution of parts or classes of the Work which do not prevent or delay the completion of the whole Work within the Contract Time are not to be considered Excusable or Compensable.
- E. Float or slack time is the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of activities on the Contract Schedule. No time extensions or delay costs will be allowed for delays caused by the City on paths of

activities containing float, providing such delay does not exceed the float time per the latest updated version of the approved Contract Schedule.

- F. Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as good cause for an extension, the Contractor shall notify the Owner's Representative in writing of the delay. The notice shall specify with detail the cause asserted by the Contractor to constitute good cause for an extension together with a detailed schedule analysis showing the effect of the delay on the critical path of the Contract Schedule and a quantification of the length of the requested extension of time. Failure of the Contractor to submit such a notice within seven (7) Calendar Days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any request for extension, and no extension shall be granted as a consequence of such delay.
- G. The City shall have no obligation to consider any time extension request unless the Contractor has complied with the requirements of the Contract Documents, including, without limitation, giving the required seven (7) days' notice and submitting the detailed supporting schedule analysis. The City shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of the City to grant time extensions under the Contract Documents, should the Contractor fail to comply with the submission and justification requirements of the Contract Documents for time extension requests. The Contractor's failure to perform in accordance with the Contract Schedule shall not be excused because the Contractor has submitted time extension requests, unless and until such requests are approved by the City.
- H. Upon receipt of a request for extension, the Owner's Representative shall conduct an investigation of the facts asserted by the Contractor to constitute good cause for an extension. The Owner's Representative shall report the results of this investigation, as well as the propriety of the time extension requested, to the Contractor in writing within ten (10) Calendar Days of receipt of the request and shall indicate whether it will recommend for or against the extension. Upon receiving the Owner's Representative's recommendation, the Contractor may either concur in the recommendation, or reject the recommendation and proceed with a notice of potential claim and claim as provided for in Article 9.

**27. DISCRETIONARY TIME EXTENSIONS FOR BEST INTEREST OF THE CITY**

- A. The City reserves the right to extend the time for completion of the Work if the City determines that such extension is in the best interest of the City. In the event that a discretionary extension is granted at the request of the Contractor, the City shall have the right to charge to the Contractor all or any part, as the City may deem proper, of the actual cost of construction management, engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of the extension, and to deduct all or any portion of that amount from the final payment for the Work.
- B. In the event a discretionary time extension is ordered over the objection of the Contractor, and the decision rests solely with the City and is not legally compelled for any cause, the Contractor shall be entitled to a contract change pursuant to Article 9 adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct result of the delay, upon its written application therefor, accompanied with such verification of costs as the Owner's Representative requires. The decision of the City on any discretionary time extension and the costs thereof shall be final and binding.

**28. TERMINATION FOR CONVENIENCE**

- A. The City may at any time and for any reason, terminate, in whole or in part, Contractor's Work at the City's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's work and the placing of orders for materials, facilities and supplies in connection therewith, and

shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the City, or at the option of the City, the City shall have the right to assume those obligations directly, including all benefits to be derived therefrom. Contractor hereby assigns to the City all of its interest in said orders and/or contracts, and the assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing. Following receipt of notice of termination, Contractor shall thereafter do only such work as may be necessary to preserve and protect portions of its work already in progress and to protect materials and equipment on or in transit to the Project.

B. Upon such termination, Contractor shall be entitled to payment only as follows: (1) Contractor's direct, actual cost of the Work allocable to the portion of the Work completed in conformity with the Contract, but in no event to exceed the amount of the Contract Sum allocable to the portion of the Work completed in conformity with the Contract; plus (2) previously unpaid costs of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work, but in no event to exceed the portion of the Contract Sum allocable to said items; plus (3) an allowance of ten percent (10%) of the foregoing costs for Contractor's overhead and profit; plus (4) any proven losses with respect to materials and equipment directly resulting from the termination; plus (5) reasonable demobilization costs. The costs referred to in this Section shall be calculated and documented as required for a Change Order under Article 9 of these General Provisions, except that markup shall be only as allowed by this Section. There shall be deducted from such sums the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against the City for any additional compensation or damages in the event of such termination and payment beyond that provided for in this Section.

C. In connection with any termination for convenience, Contractor shall allow the City and any of its authorized representatives to inspect, audit, or reproduce any records to the extent necessary for the City to evaluate and verify the costs incurred by Contractor in performing the Work, including direct and indirect costs such as overhead allocations. Contractor will make this material available upon 48-hours' written notice from the City. The City may inspect and copy, from time to time and at reasonable times and places, any and all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), including without limitation, books, papers, documents, subscriptions, recordings, estimates, price quotations, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, and any and all other information or documentation that may, in the judgment of the City have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract Documents. Such records shall include but not be limited to, the following: accounting records, payroll records, job cost reports, job cost history, margin analysis, written policies and procedures, subcontract files (contracts, correspondence, change order files, including documentation covering negotiated settlements), backcharge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other documents customarily maintained by contractors performing work on public works projects or that the City otherwise deems necessary to substantiate charges related to a Termination.

D. If this Contract is terminated for default under Section 5.25, and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

**29. TERMINATION FOR CAUSE**

A. The City may terminate the Contract, pursuant to the provisions of this Article, for the following

Contractor Name  
Project



causes:

1. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor.
2. The Contractor or any of Subcontractors violate any of the provisions of the Contract Documents or fail to perform the work within the time specified in the current Contract Schedule.
3. The Contractor or any of its Subcontractors should fail to make prompt payment to Subcontractors or material suppliers for material or for labor as required by statute.
4. The Contractor or Subcontractor persistently disregards laws, ordinances, or the instructions of the Owner's Representative, Architect, Consulting Engineer or the City.
5. The Contractor fails to abide by a Stop Work Notice or fails to correct rejected work or materials as required.
6. The Contractor fails to provide and keep in full force and effect all required insurance, or fails to cause all Subcontractors to so comply.
7. The Contractor fails to supply a sufficient number of properly skilled workers or proper materials.
8. The Contractor commits any substantial violation of the terms and conditions of the Contract Documents which the City, in its sole discretion, finds to be a material breach of the Contract.

- B. The City The City may, without prejudice to any other right or remedy, give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract.
- C. Unless within seven (7) Calendar Days of the delivery of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the Contractor and the City, the Contractor's right to complete the Work shall cease and terminate.
- D. In the event of any such termination, the City shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the rights and obligations set forth in the performance bond. If the City is forced to take over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing. Whenever the Contractor's right to proceed is terminated, the Contractor shall not be entitled to receive any further payment until the Work is finished.

**30. TERMINATION AFTER CONTRACT TIME**

- A. In addition to any rights it may have, the City may terminate this Contract at any time after the Contract Time, as adjusted by any extensions of time that the City may have granted.
- B. Upon such termination, in addition to the Contractor's obligations under Section 5.29 and the other provisions of the Contract Documents, the Contractor shall not be entitled to receive any compensation for services rendered before or after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from

such termination date until the Date of Completion, as well as for all losses incurred by the City in completing the Work.

**31. INDEMNIFICATION**

**1. Construction-related services:**

- A. The Contractor shall defend, indemnify and save harmless the City, the Owner’s Representative, the Architect, the Consulting Engineer and any of their respective officers, officials, agents, and employees from any and all claims, demands, damages, costs, expenses, attorney’s fees, or liability arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, inverse condemnation, equitable relief, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, Subcontractors or suppliers; provided, further, without limiting the foregoing, that the indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor, the Contractor’s agents, employees, independent contractors, Subcontractors or suppliers, and the City, its agents, employees, or independent contractors.
- B. The indemnity obligation expressly extends to and includes, but is not limited to, any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.
- C. The indemnity obligation expressly extends to and includes, but is not limited to, any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor’s agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, state or local law, including applicable administrative regulations.
- D. The indemnity obligation also expressly extends to and includes, but is not limited to, any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the Work, whether such persons are on or about the Site by right or not, whenever the Work is alleged to have been or may have been a contributing cause in any degree whatsoever.
- E. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the City in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the City or its agents, employees or independent contractors.
- F. In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor’s agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor’s agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor’s agents, independent contractors, Subcontractors or suppliers may be liable, the indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor’s agents, independent contractors, Subcontractors or suppliers under workers’ compensation acts, disability acts, or other employee benefit acts.
- G. The indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.
- H. The indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.
- I. The indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

**2. Design-related services:**

- A. To the fullest extent permitted by law, Contractor agrees to immediately indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, losses, liability, or damages that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Contractor, its subcontractors, sub consultants, agents, and employees ("Claims"). Contractor assumes no responsibility to indemnify City for the negligent acts or omissions or willful misconduct of City, its officers, officials, employees, agents, and volunteers. The Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Contractor's indemnification obligation shall be in proportion to the established comparative fault of Contractor.
- B. The duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor shall be obligated to defend allegations of Contractor negligence, recklessness or willful misconduct, whether Contractor is specifically identified or not in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its council members, officers, agents and employees, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are partially responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts in a cross-claim, counter claim, third party complaint or defense (affirmative defense or by reference in the action) that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Contractor's share of the cost to defend shall not exceed Contractor's proportionate percentage of fault, and Contractor may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

**32. ASSIGNMENT**

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

**33. AMENDMENTS**

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

**34. INCIDENTAL BENEFICIARIES**

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Contractor. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Contractor that any such person or entity, other than City and Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

**35. Ownership of Work Product**

All technical data, evaluations, reports, plans and other work products of Contractor provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Contractor may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

Both parties recognize that the City is a public entity subject to the requirements of the California Public Records Act ("PRA"). Contractor understands that the release of any written, printed, graphic, or electronically recorded information and document delivered by Contractor to the City will be governed by the PRA and agrees that the release of such material pursuant to the PRA shall not require Contractor's prior consent or approval.

**35. MISCELLANEOUS PROVISIONS**

- A. **Attorneys' Fees:** In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.
- B. This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.
- C. **Enforceability:** If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.
- D. **Time:** All times stated herein or in any other contract documents are of the essence.
- E. **Binding:** This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of City in the same manner as if such parties had been expressly named herein.
- F. **Survivorship:** Any responsibility of Contractor for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.
- G. **Waiver:** In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

**36. ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Agreement between the City and Contractor concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

**37. AUTHORITY TO EXECUTE**

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

**38. COUNTERPARTS**

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

---

**SIGNATURE PAGE IMMEDIATELY FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

**CONTRACTOR:**

*(Must be signed by two officers of the corporation in compliance with Corporations Code section 313.)*

|            |                 |
|------------|-----------------|
| _____      | _____           |
| Date       | Tax I.D. Number |
| _____      | _____           |
| Signature  | Signature       |
| _____      | _____           |
| Print Name | Print Name      |
| _____      | _____           |
| Title      | Title           |

**CITY OF FOLSOM, A Municipal Corporation:**

|       |                               |
|-------|-------------------------------|
| _____ | _____                         |
| Date  | Elaine Andersen, City Manager |

ATTEST:

FUNDING AVAILABLE:

|                                |       |                                  |       |
|--------------------------------|-------|----------------------------------|-------|
| _____                          | _____ | _____                            | _____ |
| Christa Freemantle, City Clerk | Date  | Stacey Tamagni, Finance Director | Date  |

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

|          |       |                            |       |
|----------|-------|----------------------------|-------|
| _____    | _____ | _____                      | _____ |
| Director | Date  | Steven Wang, City Attorney | Date  |

**NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.**

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of contractor. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

PERFORMANCE BOND

BOND NO.: \_\_\_\_\_

PREMIUM: \_\_\_\_\_

City of Folsom

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF FOLSOM (hereinafter referred to as "CITY") has awarded to \_\_\_\_\_, hereinafter designated as the "Principal" a contract for the City of Folsom Sports Court Resurfacing Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the two-year guarantee of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the CITY's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the CITY may reject any design-builder, contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: \_\_\_\_\_

By: \_\_\_\_\_



Surety: \_\_\_\_\_

APPROVED AS TO FORM

Address: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Telephone: \_\_\_\_\_

Attorney in Fact: \_\_\_\_\_

**(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)**

**NOTICE:**

**A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.**

Exhibit G

**GUARANTEE FORM**

\_\_\_\_\_ hereby unconditionally guarantees that the Work performed for the (**Folsom City Hall Boiler & HVAC Replacement Design-Build Project**), has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of **two (2) years** from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the City of Folsom, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor’s complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the City of Folsom’s formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City of Folsom, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Folsom of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City of Folsom to proceed to have such Work done at the Contractor’s expense and it will pay the cost thereof upon demand. The City of Folsom shall be entitled to all costs, including reasonable attorneys’ fees, necessarily incurred upon the Contractor’s refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City of Folsom, or its property or licensees, the City of Folsom may undertake at the Contractor’s expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of

this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City of Folsom's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City of Folsom's rights on such contract.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

# CITY OF FOLSOM CITY HALL BOILER & HVAC REPLACEMENT DESIGN-BUILD PROJECT



HVAC SHEET METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING  
PLUMBING • BUILDING SERVICES • FACILITY PIPING • ENGINEERING  
BIM/3-D MODELING • FABRICATION • BUILDING AUTOMATION SYSTEMS  
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING



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Mechanical Services  
 916 / 520-2100 Voice  
 800 / 598-2226 Service  
 916 / 520-2150 Fax  
 9290 Beatty Drive  
 Sacramento, CA  
 95826-9702

May 3, 2022

City of Folsom,  
 50 Natoma St  
 Folsom, CA 95630

Attn.: Chris O'Keefe

**Reference:** Folsom City Hall Boiler & HVAC Replacement Design-Build Project  
**Location:** 50 Natoma St, Folsom CA

ACCO Engineered Systems is pleased to provide you with our proposal to provide design build labor, materials with tax and equipment for the HVAC systems at the aforementioned building. Our Scope is based on RFP Documents provided. The sequence of installation will be driven by equipment availability and approval from the city. The HVAC portion will be performed in two phases executing two units at a time. From safe off to commissioning, units will be down less than 48 hrs. Boilers will be done together and be down approximately 1-2 weeks. This will be performed during summer months as not to affect building heating. The controls portion will be installed prior to commissioning and integrated with a onetime cut over. Per Project Manual two year warranty will be provided as well as onsite training for controls and new equipment. Additionally the controls system selected is open protocol non-proprietary allowing multiple distribution channels and support options by the city for long term support per request.

As added value ACCO has included (2) alternate proposals. For alternate proposal #1, ACCO will include reheat valves parts and labor. In alternate proposal #2, ACCO and Sunbelt will provide a preventative maintenance on all equipment installed for two years during warranty period.

**Our proposal is based on:**

- Project Manual provided

**Lead Times:**

- RTU current lead time 20-25 Weeks
- Boiler Current lead time 10-12 Weeks
- Control 10-12 Weeks

**Design Phase, approximately 3 weeks:**

1. Kick off meeting, establish schedule and points of contact.
2. Joint site visit with engineering (mechanical, electrical, structural), and controls to validate existing conditions, equipment and dimensions.
3. Pre read existing HVAC equipment airflows and performance by TAB certified technicians. Also validate existing pump performance.
4. Develop design drawings along with complete submittal package and submit for approval.
5. Validate options for available rebates, if available apply for rebates.
6. When approved submit to building department for permit and release equipment.
7. Based on lead times at point of release updated construction schedule furnished.
8. All HVAC, boiler, and controls design will be performed concurrently.

**engineered  
systems**

## Cover Letter

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May 3, 2022

Chris O'Keefe, Facilities Maintenance Supervisor  
City of Folsom - City Clerk's Office  
50 Natoma Street, Folsom, CA 95630

RE: City of Folsom City Hall Boiler & HVAC Replacement Design-Build Project

Dear Chris,

We appreciate the opportunity to propose on the City Hall Boiler & HVAC Replacement Design-Build project. We have used the Project Manual, site visit information, and our vast experience in delivering similar projects to assemble this bid.

ACCO is a design-build contractor who's focus is owner direct, turn-key solutions with long term support. The first way we intend to bring value is through our cradle through the grave project management approach. ACCO's dedicated Project Manager will remain involved from developing the scope to estimating, construction management, closeout, warranty calls, long term support, and everything in between. For this project, Stephen Alwan will be your dedicated Project Manager. Stephen has vast experience in successfully completing many public sector projects throughout Northern California of similar scope.

In our branch we have in-house engineering for both wet and dry side mechanical, piping fabrication, sheet metal fabrication, and a robust dedicated service department with over 50 service technicians in the field. With extensive public sector project and service experience we have executed a multitude of design build retrofit work which you highlighted in our relevant experience section of this bid package.

Once again, we appreciate this opportunity. If you have any questions, please do not hesitate to reach out to me.

Sincerely,

Michael Potts, Sr. Vice President - Facility Services Group

A handwritten signature in black ink, appearing to read 'Michael Potts', written over a horizontal line.

Stephen Alwan, Project Manager

A handwritten signature in black ink, appearing to read 'Stephen Alwan', written over a horizontal line.

**Construction Phase 1 HVAC, approximately 4 days:**

1. Safe off disconnect electrical, gas, condensate, control wire AC1 & AC2.
2. Demo and dispose duct work to wall AC2.
3. Demo and dispose per EPA standards AC1 & AC2
4. Furnish and install new ductwork for AC2 from unit to wall.
5. Furnish and install new curb adapters.
6. Furnish and install new Carrier units.
7. Structural anchorage engineered and included.
8. Furnish and install new disconnects, and seal tight from roof penetration to unit.
9. Furnish and install new condensates copper piping to existing roof drains.
10. Furnish and install new flex and drip leg for gas piping on AC2.
11. Perform factory start up and commission units, tie in new controls and smoke detectors.
12. Perform post start up air flow reading to validate system performance.
13. Furnish necessary rigging and trucking of removed and new equipment to and from the project site.
14. Daily removal of debris generated by ACCO personnel.
15. Two-year warranty on all ACCO supplied materials and labor.
16. Close out docs start up reports and T24 reports provided.

**Construction Phase 2 HVAC, approximately 4 days:**

1. Safe off disconnect electrical, condensate, control wire AC3 & AC4.
2. Demo and dispose per EPA standards AC3 & AC4.
3. Furnish and install new curb adapters.
4. Furnish and install new Carrier units.
5. Structural anchorage engineered and included.
6. Furnish and install new disconnects, and seal tight from roof penetration to unit.
7. Furnish and install new condensates copper piping to existing roof drains.
8. Perform factory start up and commission units, tie in new controls and smoke detectors.
9. Perform post start up air flow reading to validate system performance.
10. Furnish necessary rigging and trucking of removed and new equipment to and from the project site.
11. Daily removal of debris generated by ACCO personnel.
12. Two-year warranty on all ACCO supplied materials and labor.
13. Close out docs start up reports and T24 reports provided.





**Construction Phase Boilers, approximately 2 weeks:**

1. Safe off disconnect boilers electrical, water, flue.
2. Demo and dispose per EPA standards off site.
3. Furnish and install new drain pan.
4. Furnish and install two new Lochinvar FTX-75 Boilers. Boilers will be connected and programed to lead lag.
5. Structural anchorage engineered and included.
6. Furnish new gauges, valves, strainers, neutralizer kits.
7. New manufacturer specified and approved stainless steel flue pipe. Pipe to follow existing path and penetrations. Flue mounts and anchorage included.
8. Furnish and install two new Heat Hot Water pumps matching plans performance.

**Controls Scope**  
**8-12 Weeks**

**Infrastructure:**

1. All existing raceways, gutters, and panels shall be used; provide and install raceways, and supports as needed.
2. All existing BMS panel and VAV 24vac transformers shall be used.
3. Provide and install new Bacnet MS/TP Communication cabling to all new proposed DDC devices.
4. Provide and install new Bacnet MS/TP Communication cabling to the new AHU/RTU equipment.
5. Provide and install (1) Work station and (1) building level router.
6. Provide new DDC system licensing at the current revisions including all software patches, and update.

**Variable Air Volume (VAV) Terminal Units; Hardwired Control:**

1. If existing wall penetration raceways, and floor riser raceways shall be reused.
2. Provide and install new communication cable to new room temp sensors, with set point adjust, local override, and LCD.
3. Provide and install (75ea) terminal unit controller's integral damper actuators, and velocity DP transducer.
4. Provide and install (75ea) zone temp sensors, with set point adjust, local override, and LCD.
5. Provide and install (45ea) plenum discharge air temp sensor, zone sensor, and hot water valve.
  - o Provide 10% of the zone sensors with CO2 feature.
6. Reuse all Terminate Unit Hot Water Valves.
7. Provide VAV single zone with hot water reheat vav programming with setpoint adjust (+/-2F).
8. Provide VAV single zone CO2 minimum CFM reset programming for areas requiring demand control ventilation.
  
9. Provide new VAV zone graphic to reflect new equipment controls with the following operator graphical control:



- Cooling and heating set point adjust, CFM setpoint adjust, Damper position override, Zone occupancy override.
- 10. Provide scheduling, alarming and trending of critical points.
- 11. Provide VAV CFM 4-Point calibration for (75) terminal units at the DP inlet Velocity port.
  - Customer shall provide mechanical VAV schedule with designated CFM values.
  - Hood Anemometer measuring register outlet IS EXCLUDED.
- 12. Provide 4-Point calibration documentation for measured results.

#### **AHU Programming Optimization:**

1. All new proposed AHU/RTU shall be controlled by Integration ONLY; all hardwired I/O controls are excluded.
2. All equipment shall be provided with manufacturer supplies, installed, and configured Bacnet MS/TP communication.
3. Provide integration operational programming with terminal zone feedback for servicing AHU reset strategies:
  - Schedule Occupancy
  - Supply Air Temperature Setpoint Reset
  - Supply Duct Pressure Setpoint Reset
4. Provide new AHU/RTU equipment graphic to reflect the available integration points.
5. Provide point trending, and alarming.
6. Provide startup and functional testing support.

#### **Hot Water System:**

1. Re-use the existing DDC panel and 24vac power transformer inside the boiler room.
2. Provide and install (1) Controller with I/O to cover the proposed point plus 10% spare and output HOA.
3. Provide and install the following field components and wire to the Distech controller as shown per M401:
  - (1) outdoor air temperature sensor
  - (2) boiler start/stop output relays
  - (2) boiler status dry contact inputs
  - (1) hot water supply immersion temperature sensor and well
  - (1) hot water return immersion temperature sensor and well
  - (2) pump start/stop output relay
  - (2) pump CT status input
4. Reuse the existing hot water valve/actuator assembly.
  - (1) hot water valve modulating output
5. Provide system supply water setpoint sequence of operation with lead/ standby boiler staging's programming.
6. Provide hot water system setpoint write capabilities.
7. Provide hot water system graphics to reflect the proposed points.
8. Provide hot water system trending and alarming.
9. Provide startup and functional testing support.

#### **B-1, B-2: Integration Monitoring and Control**

1. Provide and install new Bacnet MS/TP cabling to each boiler communication card.
2. Provide Bacnet integration program for the following features:



- each boiler available display/ status points for monitoring
  - each boiler supply water writable setpoint
3. Provide equipment graphic for each boiler.

#### **Site Graphics:**

1. Provide new site graphical user interface navigation.
2. Provide new first floorplan overview to reflect current wall layout and zoning.
3. Provide new second floorplan overview to reflect current wall layout and zoning.
4. Provide new Rooftop floorplan overview to reflect current wall layout and zoning.
5. Each floorplan overview shall have hyper link to serving AHU/RTU/terminal zone equipment.

#### **Control Drawing:**

1. Provide electric pdf As-Build Control Drawing follow project completion.
2. Provide (2) 17x11 hardcopy As-Build Control Drawing follow project completion.
3. Drawings shall include network riser, network subnet riser, vav unit drawing, and VAV cfm setpoint schedule.
4. Create a database backup following project completion and move to customer designate location.

#### **Controls Assumptions, Clarifications, and Exclusions:**

1. 2-year warranty included.
2. All wiring is assumed to be in plenum cable in accessible ceilings, EMT in all exposed areas.
3. All work shall be performed during normal hours, Monday through Friday.
4. All VAVs are assumed to have existing operational differential pressure /velocity pressure VAV inlet measurement for CFM calibration; additional components and labor for CFM monitoring are subject to change order.
5. All existing 120 volt power shall be extended to new BMS panel; requires de-energized lockout-tag-out for cut-over.
6. Customer shall provide all cooling min/max cfm, and heating min/max cfm setpoint per existing building design.
7. Customer shall provide mechanical sheet for cfm calibration dependent duct sizing, vav inlet sizing, and register count data.
8. All areas of work shall be cleaned daily at shift end, and store e-waste for consolidated removal.
9. All items, equipment, accessories (etc.) not stated within are excluded.
10. All fire system, smoke damper(s) control and monitoring are excluded.
11. All quantity deficiencies in comparison to scope quantities are excluded and subject to change order.
12. All wall painting and patching are excluded.
13. Any existing device, programs, software configurations, actuators, etc. to be reused is assume to be in good working operation; repair and replacements are excluded.



### ASSUMPTIONS and CLARIFICATIONS:

1. At completion of the project an onsite training day will be provided by ACCO and Sunbelt on the new equipment and controls installed.
2. 100% Payment and Performance Bonds are included in pricing.
3. All equipment selections based on existing equipment and plans provided. High efficiency options or rebates are not available for all items. After engineering is completed all high efficiency options will be presented if any to qualify for rebates.
4. This proposal is to be incorporated into the contract. The proposal is based on mutually acceptable schedules, terms & conditions. Any terms and conditions stated herein supersede any other contract statements or wording which may conflict.
5. Any structural improvements, blocking, leveling not included and done by others.
6. Additional engineering mechanical, structural etc. not included unless stated in scope.
7. This proposal is based on the assumption that unobstructed access to the work areas will be provided to ACCO and its subcontractors.
8. ACCO assumes that the existing system and its components to be re-used (HVAC, piping, electrical, roofing, ductwork, etc.) are in proper operating condition. ACCO cannot warrant the performance of existing equipment and systems.
9. Multiple startups at different intervals will be at an added cost. Early start-up during construction is not recommended and may void the warranty of the equipment.
10. In the absence of the reliable as-built drawings as well as limited space access and time allotted for the bid preparation, ACCO has made certain design engineering and estimating assumptions for all work prior to final engineering and construction process. Though unanticipated, there may be some changes to the scope of work based on the unknown at this time, pre-existing conditions and system components sizing. Should they arise, a fair and equitable solution will be agreed to between the Customer and ACCO.
11. Installation of rooftop units is to be reviewed with the Structural Engineer.
12. If requested, ACCO will be replacing the existing outdated HVAC units with new in-kind equipment of equal capacity. These direct like-for-like replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels, and current building use. Unless specifically requested, it is not ACCO' intent to re-design or to modify these systems.

### EXCLUSIONS:

1. Electrical upgrades, its assumed existing electrical can support new units per code.
2. Any Painting required done by others.
3. Acoustical engineering and noise reduction provisions, Structural, Electrical & Civil Engineering; building permits, project bonding.
4. Fire sprinklers, Fire override control, Smoke Detector monitoring or fire life safety controls.
5. Concrete, sheet rock, wood and tile cutting & patching, any sheet rock & concrete work; framing; carpentry; roofing; painting; floors or ceilings, soffits or shafts for ductwork, piping, HVAC units and appliances; roof screens.
6. Duct cleaning, air balance or comfort balance.
7. Overtime labor.
8. Any and all items not specified in this scope and not shown on the mentioned above plans.

# PROJECT PROFILE

## Auburn Jail Boiler Replacements

2775 Richardson Blvd,  
Auburn, CA 95603

**OWNER:**  
Placer County

**ARCHITECT:**  
MFDB Architects, Inc.

**GENERAL CONTRACTOR:**  
ACCO Engineered Systems, Inc.

**MECHANICAL/PLUMBING ENGINEER:**  
Capital Engineering Consultants, Inc.



**PROJECT BACKGROUND**

The Placer County Jail is a 100,000+ square foot facility located in Auburn, CA. The project consisted of work in Boiler Rooms 1, 2 & 3.

**PROJECT REQUIREMENTS**

- Remove and replace boilers, pumps, water storage tanks.

### WHAT ACCO DELIVERED

This was a design build project for ACCO which required work in separate room in a facility with tight security requirements.

ACCO poured a new housekeeping pad 7'X8'-3"X3 1/2" in Room 1 and extended the existing pad in Room 3, excavated, trenched, and connected to (E) waste line, furnished and installed (2) new boilers 400 MBH stacked and (2) 750 MBH boilers, furnished and installed (3) new 752 gallon storage tank and anchored it, furnished and installed pumps with all trim in piping details, furnished and installed new flue pipe through wall and sealed penetrations, tied into hot water supply and return and extended to new location, tied into existing gas line and ran to new location, ran new power circuit to boilers and pumps, performed factory start up and provided start up reports, provided insulation of all new pipe with labels identifying flow and direction, demoed existing boiler tank and piping and disposed, demo existing housekeeping pad and poured back to grade, and replaced fire insulation.



# PROJECT PROFILE

## Claybank HVAC / Controls Upgrade

2500 Claybank Road,  
Fairfield, CA 94533

**OWNER:**  
County of Solano

**ARCHITECT:**  
Staton Engineering

**GENERAL CONTRACTOR:**  
ACCO Engineered Systems, Inc.



**PROJECT BACKGROUND**

In April of 2018, Solano County General Services Department Issued a Notice To Bidders for a HVAC and Controls Replacement and Exterior Repainting Project at the Claybank Detention Facility in Fairfield, CA.

**PROJECT REQUIREMENTS**

- Removal & replacement of (5) rooftop air handler units and all mechanical controls.
- Provide temporary AC units for when unit is removed and replaced.

### WHAT ACCO DELIVERED

This project was fast paced with several hurdles ACCO is no stranger to such as the presence of lead at the project site as well as security requirements and constraints due to the site being a detention facility. We made sure to accomplish the work without undue interference with detention facility operations. ACCO was required to follow all security procedures put forth by the Solano County Sheriff's Office as well as participate in frequent status meetings to review and monitor the adherence to the security procedures.

Our scope of work included removing and replacing (5) existing rooftop air handlers, pre-read of all units, duct sealing, truck joint repairs, controls, balance, and piping. It was critical that (1) unit was only down for a maximum of 24 hours in ensure minimal disruption to facility operations.

The successful completion of this project was due in no small measure to ACCO's considerable resources from the initial coordination to the daily turn-around. This project is another example of hard work and team effort.



# PROJECT PROFILE



## Yuba County Health & Human Services

Marysville, CA

**OWNER:**  
Yuba County

**GENERAL CONTRACTOR:**  
ACCO Engineered Systems, Inc.

**PROJECT BACKGROUND**

In February of 2020, ACCO submitted a proposal to replace the rooftop units at the Yuba County Health & Human Services building.

**PROJECT REQUIREMENTS**

Remove and replace (2) rooftop AC units.

### WHAT ACCO DELIVERED

ACCO commenced this project in February of 2020. Being that this building was occupied and was one that provided services to the public, ACCO was able and willing to perform this work after business hours and on the weekend.

Our work included removing the existing AC units and furnishing and installing (1) 115 ton & (1) 100 ton Petra DX Cooling Box Car unit. We ensured that these units would have redundancy in case one half failed, the other half would run. The overall tonnage of the units were split.

ACCO discovered the existing condensate lines were not correctly installed or trapped to allow condensation to properly flow into the approved existing receptacle, and we quickly worked to provide a new condensate drain line to allow for proper operation in line with OEM and California Plumbing Code requirements.

We furnished and installed new curb adapters, connected the existing ductwork, provided controls integration to the existing system.

Our team detailed and fabricated custom sheetmetal ductwork adapting to the existing curbs and detailed and fabricated new sheetmetal flashing for the new units.

After completion, we performed start-up to ensure the units were properly operating as well as provided title 24 testing. After the start-up process, we provided training to the owner.



# PROJECT PROFILE

## Placer County Bill Santucci Justice Center Boiler & Pump Replacement

10820 Justice Center Drive, Roseville, CA



Project Contact:  
Dan Slifer  
DSlifer@placer.ca.gov  
530-889-6801

**OWNER:**  
Placer County

**ARCHITECT:**  
MFDB Architects, Inc.

**GENERAL CONTRACTOR:**  
ACCO Engineered Systems, Inc.

**PROJECT BACKGROUND**

In January of 2019, ACCO submitted a proposal to replace boilers at Placer County Bill Santucci Justice Center Building B.

**PROJECT REQUIREMENTS**

- Removal & replacement of (5) rooftop air handler units and all mechanical controls.

### WHAT ACCO DELIVERED

This project was fast paced which ACCO is no stranger to.. We made sure to accomplish the work without undue interference.

Our scope of work included removing and demolishing the existing Laars boiler, furnishing and installing (1) new Lochinvar boiler, (1) pump, (1) expansion tank, (1) wax valve, and (1) secondary pump. We set the new boiler on the existing stand and reconnected the piping and tied into existing controls system. We provided chemicals on the hot water loop and then performed startup and testing of the new boilers and pumps.

The successful completion of this project was due in no small measure to ACCO's considerable resources from the initial coordination to the daily turn-around. This project is another example of hard work and team effort.





# PROJECT PROFILE



## Solano County Library - Fairfield

1150 Kentucky Street,  
Fairfield, CA 94533

**OWNER:**  
Solano County

**ARCHITECT:**  
Stanton Engineering

**MECHANICAL CONTRACTOR:**  
ACCO Engineered Systems, Inc.

**PROJECT BACKGROUND**

In March of 2018, Solano County Issued an RFP for HVAC and Control work at the Solano County Fairfield Library. ACCO was awarded the project in June of 2018 and we immediately began work to meet the tight deadline.

**PROJECT REQUIREMENTS**

Install a new chiller, boiler, ductwork modifications, and install new HVAC controls system.

**WHAT ACCO DELIVERED**

After our submittals were approved and we procured the equipment, ACCO proceeded with Phase 1 of the project which included pre-reading the equipment, rebuilding the existing air handler, installing the ductless split system in the IT Room, installed VAV and exhaust fans, started the controls system installation, duct work modifications, site work such as excavation, and air balance.

For Phase 2 of the project we removed and replaced the chiller & boiler, had electrical installed for new plant, and continued with the controls work.

Phase 3 was our final stage which included start-up, test, adjust, and balancing, as well as on-site training.

We subcontracted Garratt Callahan to passivate and treat the evaporative condenser and hot chiller loops plus start-up and service, and we subcontracted Sunbelt Controls to install the controls for the chiller, pumps, and boiler. For the electrical work we subcontracted Schetter Electric.





## Stephen Alwan - ACCOUNT MANAGER

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### Experience | Education

- 2015-Present      ACCO Engineered Systems, Sacramento, California  
*Account Manager*
- 2000-2015        IN-N-Out Burger, Sacramento, California  
*Facility Manager 37 locations*
- 1999-2002        Sacramento City College , Sacramento, California  
*Mechanical Electrical Technology*
- 1999-2000        High Tech Mechanical, Newcastle, California  
*Service Technician*

### Executive Summary

An Auburn local with nearly 20 years of relevant industry and technical experience, Stephen has successfully implemented complex maintenance programs for clients throughout the West Coast. Stephen works with his team to understand the unique needs of his customers and drive concept to successful completion with his strategic project management expertise.

### Project Experience

- Placer County , Auburn, California  
**Description:** Account Manager, Multi site preventative maintenance 1.5 million square feet, controls, and projects
- Farmers & Merchants Bank, Lodi, California  
**Description:** Account Manager Multi site preventative maintenance,controls, and projects
- Northern California Power Agency, Lodi, California  
**Description:** Account Manager Multi site preventative maintenance and projects
- Rideout Memorial Hospital, Marysville, California  
**Description:** Account Manager Multi site service repair, projects, engineering.
- Paratransit, Sacramento, California  
**Description:** Account Manager preventative maintenance, projects and controls upgrades.
- Solano County , Fairfield, California  
**Description:** Projects consisting of central plant replacements, air handler rebuilds/replacements, building controls.replacements

## Mark Holeman P.E. - ENGINEERING MANAGER

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### Experience | Education

- 2008-Present    ACCO Engineered Systems, Sacramento, CA  
*Engineering Manager*
- 2003-2008    California Polytechnic State University, San Luis Obispo, CA  
*B.S. - Mechanical Engineering*

### Professional Activities & Certifications

- Professional Engineer, registered in California (PE) and Washington (PE)
- Member, ASHRAE (American Society of Heating, Refrigeration, and Air-Conditioning Engineers)

### Project Experience

- Sierra College New Education Building, Rocklin, CA
- CSUS Welcome Center, Sacramento, CA
- Del Campo New Science Building, Fair Oaks, CA
- Bryte Culinary Arts, West Sacramento, CA
- UCD North Addition, Sacramento, CA
- UCD Sports Medicine Clinic, Sacramento, CA
- Bogle Cold Storage Warehouse, West Sacramento, CA
- Jackson Labs Invivo, Sacramento, CA
- AMPAC Bldg 05122 Labs, Sacramento, CA
- Joyn Bio, Woodland, CA
- Agilent Building 91 Expansion, Folsom, CA
- Gemini Bio, West Sacramento, CA
- Penumbra, Roseville, CA
- PG&E GOTTC, Winters, CA
- 8 Medical Plaza MOB, Roseville, CA
- Sacramento Natural Foods COOP, Sacramento, CA
- Sutter Medical Foundation MOB - Infusion Pharmacy, OSHPD III, Roseville, CA
- Sutter Medical Foundation MOB - Oncology, OSHPD III, Design-Build, Roseville, CA
- Kaiser Behavioral Health, Elk Grove, CA

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**Mark Holeman P.E.** - Engineering Manager  
916.520.2100  
mholeman@accoes.com

## **Mark Holeman P.E. - ENGINEERING MANAGER**

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830 K Street, Sacramento, CA  
1130 K Street, Sacramento, CA

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**Mark Holeman P.E.** - Engineering Manager  
916.520.2100  
mholeman@accoes.com

## Adam Miller - PLUMBING/PIPING GENERAL FOREMAN

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### Experience | Education

- 2017 - Present ACCO Engineered Systems, Inc., Sacramento, CA  
*Plumbing/Piping General Foreman*
- 2009 - 2017 Sacramento City Unified School District, Sacramento, CA  
*Plumber*
- 2005 - 2009 JW McClenahan Co., Sacramento, CA  
*Plumbing Foreman*
- 2003 - 2005 Marelich Mechanical, Sacramento, CA  
*Apprentice*
- 2003 - 2007 Local 447 Plumbing/Pipe Fitting Apprenticeship Program, Sacramento, CA

### Professional Activities & Certifications

OSHA 10

### Project Experience

- Sacramento State Academic Information Resource Center, Sacramento, CA
- Placer County Federal Courthouse, Roseville, CA
- River City High School, West Sacramento, CA
- PG&E Training Center, Winters, CA
- State Buildings 8 & 9, Sacramento, CA
- Thunder Valley Casino, Lincoln, CA
- Ponderosa High School, Shingle Springs, CA
- B Street Theater, Sacramento, CA
- Kaiser Sterile Processing Facility, Sacramento, CA
- Roseville High School HVAC Renovation, Roseville, CA
- Agilent Technologies, Folsom, CA
- Hewlett Packard Facilities, Roseville, CA
- Apple Facilities, Elk Grove, CA
- CSUS Well Building, Sacramento, CA
- SMUD Loon Lake, Pollock Pines, CA
- Flatstick Pub, Sacramento, CA

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**Adam Miller** - Plumbing/Piping General Foreman  
916.520.2100  
admiller@accos.com

## **Adam Miller - PLUMBING/PIPING GENERAL FOREMAN**

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731 K Street, Sacramento, CA

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**Adam Miller** - Plumbing/Piping General Foreman  
916.520.2100  
admiller@accoes.com



## Phil Onatanian – PLUMBING/PIPING SUPERINTENDENT

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### Experience | Education

- 2010 - Present    ACCO Engineered Systems, Inc., Sacramento, CA  
*Plumbing/Piping Superintendent*
- 2004 - Present    Local 447
- 1996 - 2001      Local 62 Apprenticeship

### Professional Activities & Certifications

- OSHA 10
- Boom/Aerial Lift
- Fork Lift
- CPR
- Med Gas
- Pipe Fusion
- Soldering/Brazing
- Rigging
- Confined Space

### Project Experience

- Salinas Valley Memorial Hospital, Salinas, CA
- Community Hospital Monterey Peninsula, Monterey, CA
- Kaiser Behavioral Health G Street, Sacramento, CA
- Kaiser Behavioral Health, Elk Grove, CA
- Kaiser Morse, Sacramento, CA
- Kaiser Roseville, Roseville, CA
- Kaiser South, Sacramento, CA
- Sacramento Airport, Sacramento, CA
- SMUD Central Plant, Sacramento, CA
- CSUS Welcome Center UTAPS, Sacramento, CA
- UCD North Addition, Sacramento, CA
- Golden 1 Center, Sacramento, CA

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**Phil Onatanian** - Plumbing/Piping Superintendent  
916.792.0884  
ponatanian@accoes.com

## **Phil Onatanian - PLUMBING/PIPING SUPERINTENDENT**

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Adventist Health HQ, Roseville, CA  
Del Campo New Science Building, Fair Oaks, CA  
CSUS Well Expansion, Sacramento, CA  
Sierra College New Instructional Building, Rocklin, CA  
Sierra College Parking Structure, Rocklin, CA  
New Sacramento Courthouse, Sacramento, CA



# Resumé



**engineered  
systems**

## Casey Lee - PLUMBING / PIPING FIELD SUPERINTENDENT

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### Experience | Education

2014 - Present      ACCO Engineered Systems, Sacramento, CA  
*Plumbing / Piping Field Superintendent*

### Executive Summary

In the plumbing / piping trade for 13+ years.  
11+ years with local 447.  
7 years experience as a foreman on large fast paced new construction projects.  
2 years experience in plumbing / piping service.  
Well versed in plan reading, plumbing code, plumbing design, and leading crews.  
Experience in Autocad 3D modeling.  
4 years experience with training using trimble layout tools.

### Professional Activities & Certifications

ASME 1X Certified Brazer  
ASSE Certified Medical Gas Installer  
AWWA Certified Backflow Prevention Tester

### Project Experience

Thunder Valley Casino, Lincoln, CA  
California Department of Corrections , Stockton, CA  
7th & H Mercy Housing, Sacramento, CA  
Golden 1 Center, Sacramento, CA  
UC Davis Medical Center, Sacramento, CA  
PG&E Training Facility , Winters, CA  
Mercy General Hospital , Sacramento, CA  
Bogle Winery , Clarksburg, CA

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**Casey Lee** - Plumbing / Piping Field Superintendent  
916.520.2166 | 916.320.0693  
clee@accoes.com

## Chris L. Dunham - SHEET METAL GENERAL FOREMAN

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### Experience | Education

2002 - 2007 Sheet Metal Worker - Local 104 Training  
*5 Year Apprentice Program*

### Professional Activities & Certifications

CPR / First Aid Certified

Scissor Lift, Fork Lift, Rough Terrain Fork, Crane Rigging (trained thru ACCO), Boom Lift

Completion of OSHA 30-Hour Class on 04/27/15

### Project Experience

Kaiser, South Sacramento, CA  
Sierra Nevada Hospital, Grass Valley, CA  
Tahoe Forest Hospital, Truckee, CA  
UC Davis Medical Center, Sacramento, CA  
UC Davis Veterinary Medical Remodel, Davis, CA  
UC Davis Wood Shop Remodel, Davis, CA  
UC Davis Shrem Museum, Davis, CA  
Agilent Technologies, Folsom, CA  
San Juan High School Remodel, Citrus Heights, CA  
State Compensation Insurance Fund, Sacramento, CA  
Solano County Fairfield Library, Fairfield, CA  
Claybank Detention Facility, Fairfield, CA  
Blue Diamond Growers, Sacramento, CA  
Del Oro High School, Loomis, CA  
CSUS Well Building, Sacramento, CA

## Daniel Sesma - SYSTEM OPERATIONS SUPERVISOR

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### Experience | Education

|                |                                               |
|----------------|-----------------------------------------------|
| 2014 - Present | ACCO Engineered Systems, Inc., Sacramento, CA |
| 2013 - 2014    | Intergrated Comfort Solutions, Elk Grove, CA  |
| 2004 - 2013    | Buffalo Mechanical, Inc., Ripon, CA           |

### Executive Summary

- Manage start-up and test & balance department.
- Manage manpower.
- Train technicians.
- Field quality inspections.
- Review start-up, title 24, and test & balance reports.
- Provide technical assistance to project managers.
- Conduct team meetings for safety and training.
- Balance workload.

### Professional Activities & Certifications

- STAR Mastery Technician Certification
- ABB Startup Training Course
- G Pro - Green Professional Building Skills Training
- Mechanical Acceptance Test Technician (Title 24)
- Mitsubishi City Multi VFR Service Course
- LG VRF Commissioning Course
- Daikin VRV Training Course
- Yaskawa Variable Frequency Drive Start-Up Certification

### Project Experience

- Adventist Health HQ, Roseville, CA
- Roseville Sutter MOB, Roseville, CA
- SMUD Projects, Sacramento, CA
- Natomas Crossing, Sacramento, CA
- PG&E Winters, Winters, CA
- HGA TI, Sacramento, CA

---

**Daniel Sesma** - System Operations Supervisor  
916.254.8070  
dsesma@accoes.com



## **Daniel Sesma - SYSTEM OPERATIONS SUPERVISOR**

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Antelope Crossing Middle School, Antelope, CA  
Apple Elk Grove Projects, Elk Grove, CA  
Kaiser Permanente Projects, Sacramento, CA  
Sacramento State University Projects, Sacramento, CA  
UC Davis Projects, Davis, CA  
VSP Projects, Rancho Cordova, CA  
Los Rios Community College Projects, Sacramento, CA  
Turlock Irrigation District, Turlock, CA  
Safeway Refrigeration , Reno, NV  
Dyer Kelly Elementary School, Sacramento, CA  
Prime Data Center, Roseville, CA  
830 K Street, Sacramento, CA  
Ragingwire CA1 CH-2 & CH-3, Sacramento, CA  
SMUD Loon Lake, Pollock Pines, CA

**CITY OF FOLSOM  
SEALED PROPOSAL  
(MUST BE SIGNED BY BIDDER)**

Sealed Proposals will be received not later than **2:00 P.M** on **Tuesday, May 3, 2022**, at the City of Folsom City Clerk’s Office, 50 Natoma Street, Folsom, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**FOLSOM CITY HALL  
BOILER & HVAC REPLACEMENT  
DESIGN – BUILD PROJECT**

in the City of Folsom, County of Sacramento, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

| <u>ITEM NO.</u>      | <u>ITEM</u>                                   | <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>TOTAL</u>  |
|----------------------|-----------------------------------------------|------------|-------------|-------------------|---------------|
| <b><u>BOILER</u></b> |                                               |            |             |                   |               |
| 1.                   | PROJECT START-UP PHASE                        | 1          | LS          | \$ 5,000          | \$ 5,000      |
| 2.                   | DESIGN PHASE                                  | 1          | LS          | \$ 8,000          | \$ 8,000      |
| 3.                   | CONSTRUCTION PHASE                            | 1          | LS          | \$104,468.66      | \$ 104,468.66 |
| 4.                   | PROJECT CLOSE-OUT PHASE                       | 1          | LS          | \$ 5,000          | \$ 5,000      |
|                      | <b>SUB-TOTAL BOILER</b>                       |            |             | \$ 122,468.66     |               |
| <b><u>HVAC</u></b>   |                                               |            |             |                   |               |
| 5.                   | PROJECT START-UP PHASE                        | 1          | LS          | \$ 40,000         | \$ 40,000     |
| 6.                   | DESIGN PHASE                                  | 1          | LS          | \$ 15,000         | \$ 15,000     |
| 7.                   | CONSTRUCTION PHASE                            | 1          | LS          | \$ 775,392.44     | \$ 775,392.44 |
| 8.                   | PROJECT CLOSE-OUT PHASE                       | 1          | LS          | \$ 15,000         | \$ 15,000     |
|                      | <b>SUB-TOTAL HVAC</b>                         |            |             | \$ 845,392.44     |               |
|                      | <b><u>TOTAL BASE BID BOILER AND HVAC:</u></b> |            |             | \$ 967,861.10     |               |

Total Project Bid, Item Nos. 1 through 8, shall be (spell out) nine hundred and sixty-seven thousand, eight hundred and sixty-one, and ten cents Dollars.



May 3, 2022

City of Folsom,  
50 Natoma St  
Folsom, CA 95630

Attn.: Chris O'Keefe

**Mechanical Services**

916 / 520-2100 Voice  
800 / 598-2226 Service  
916 / 520-2150 Fax  
9290 Beatty Drive  
Sacramento, CA  
95826-9702

**Reference:** ALTERNATE 1 Reheat Valves: Folsom City Hall Boiler & HVAC Replacement Design-Build Project

**Location:** 50 Natoma St, Folsom CA

**Scope:**

Furnish and install (45) pressure dependent 2-way vales/actuator assemblies. Proposal based on use of propress.

**Price:** \$49,770.76



May 3, 2022

City of Folsom,  
50 Natoma St  
Folsom, CA 95630

Attn.: Chris O'Keefe

**Mechanical Services**  
916 / 520-2100 Voice  
800 / 598-2226 Service  
916 / 520-2150 Fax  
9290 Beatty Drive  
Sacramento, CA  
95826-9702

**Reference:** ALTERNATE 2 HVAC & Control Maintenance: Folsom City Hall Boiler & HVAC Replacement Design-Build Project

**Location:** 50 Natoma St, Folsom CA

**Scope:**

Provide (2) years of maintenance on the HVAC equipment that is replaced as well as controls maintenance. Controls maintenance will be performed semi-annually. Boiler maintenance will consist of (1) semi-annual service and (1) annual service. Maintenance on the packaged AC units will be performed on a quarterly basis and includes quarterly MERV13 filters and annual condenser coil cleaning.

\*Detailed tasking can be provided up on request.

**Price:** \$29,000 for 2 years.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ 130,000 not less than ten percent (10%) of amount bid.

CERTIFIED CHECK

MONEY ORDER

CASHIER'S CHECK

BID BOND

CONTRACTOR

ACCO Engineered Systems, Inc.

By:   
Signature

Address: 9290 Beatty Drive

Sacramento, CA 95826

Telephone No.: 916-520-2100

NOTE: As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

License Required: Required license to perform the requested service.

Valid Contractor's License No. 120696 is held by the bidder.

The Expiration date is 12/31/2023.

Dept. of Industrial Relations (DIR) Registration No. 1000000546

Representations contained within this bid are made under penalty of perjury.



## SUB-BIDDER FORM

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.05%) of the Total Cost Base Bid. In addition, this form will be used to determine if the bidder is responsive to Section 2.08 of the General Provisions.

| Name of Sub-Bidder            | Street Address of Shop, Mill, or Office<br>(Shall be completed within 2 working days of bid opening by apparent low bidder) | License Type and Number                                           | Dept. of Ind. Relations Reg. No. | Portion of Work to be Done by Specification Section | Percentage of Total Work |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------|-----------------------------------------------------|--------------------------|
| Sunbelt Controls              | 1040 Riverside Parkway, #100<br>West Sacramento, CA 95605                                                                   | 800423<br>B, C7, C20                                              | 1000000551                       | Controls                                            | 26%                      |
| Performance Contracting, Inc. | 3030 Orange Grove Avenue,<br>North Highlands, CA 95660                                                                      | 474795<br>B, C-9, C33, C35<br>C-61/D50, C-61/D10<br>D-61/D39, C23 | 1000004922                       | Insulation                                          | <1%                      |
| Schetter Electric             | 471 Bannon Street<br>Sacramento, CA 95811                                                                                   | B, C10, C-7                                                       | 1000000101                       | Electrical                                          | 3%                       |
| Maxim Crane                   | 17512 Pacific Avenue<br>Pleasant Grove, CA 95668                                                                            | 860395<br>A                                                       | 1000009236                       | Crane & Rigging                                     | 1%                       |
|                               |                                                                                                                             |                                                                   |                                  |                                                     |                          |
|                               |                                                                                                                             |                                                                   |                                  |                                                     |                          |
|                               |                                                                                                                             |                                                                   |                                  |                                                     |                          |
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|                               |                                                                                                                             |                                                                   |                                  |                                                     |                          |
|                               |                                                                                                                             |                                                                   |                                  |                                                     |                          |



## GENERAL INFORMATION & CAPABILITIES



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HYDRA-ENERGY METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING  
 PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING  
 BIM/3-D MODELING • FABRICATION • BUILDING AUTOMATION SYSTEMS  
 INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING

# WELCOME TO THE WORLD OF ACCO

ACCO Engineered Systems is an employee-owned mechanical contractor with specialties in heating, ventilating, air conditioning, refrigeration, plumbing, process piping, building automation, industrial construction and service. Through an engineering oriented approach, we provide these services to the new construction and existing building markets. ACCO's driving force is to satisfy the complex, engineered systems needs of buildings/facilities. We do this in a valued-added, cost effective one-stop shop manner by:

- Using our best in class know-how to deliver customized, value-added systems at a competitive level
- Structuring exceptional value deals
- Leveraging our project management and delivery capability to take control, deliver with speed, and provide a single point of accountability



# About ACCO Engineered Systems

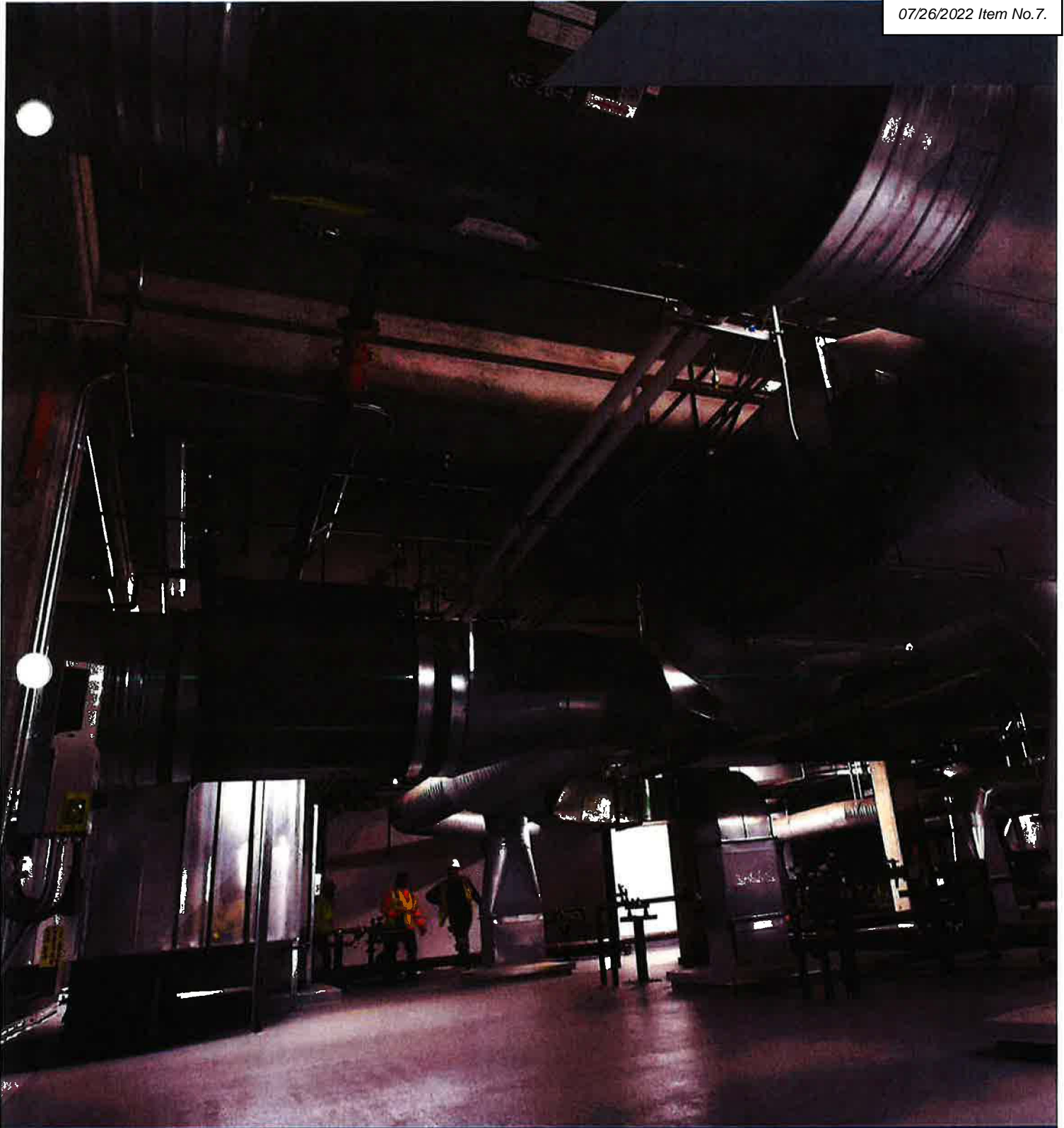
ACCO Engineered Systems was founded in 1934 as Air Conditioning Company (ACCO), a proprietorship, by Ira Prentiss Fulmor at 1005 Santa Fe Street, Los Angeles. The former name of the company was chosen to indicate what the company did because few people knew about air conditioning. In 1949, the business moved from downtown Los Angeles to Glendale, and again in 2019 to Pasadena. In 1950, ACCO transformed from an air conditioning distributor and became an independent corporation. Kenneth D. Simon was President from 1969 to 1980, Theodore M. Seidman was President from 1981 to 1989, followed by John Aversano in 1990, Peter Narbonne in 2014 and Jeff Marrs in 2016.

Over the years, ACCO has grown to become a leader in the design, installation and service of industrial, commercial, high-rise, residential, and institutional air conditioning, heating, ventilation, plumbing, process piping and Direct Digital Control (DDC) systems. ACCO's name was changed in 2002 to ACCO Engineered Systems to better reflect the various aspects of its business. A national trade publication regularly ranks ACCO among the 5 largest heating, ventilating and air conditioning contractors in the nation. ACCO's offices and manufacturing facilities reside on more than 20 acres across the western U.S.

The construction work areas include office buildings, biopharmaceutical, semi-conductor, medical centers and hospitals, micro-electronics, manufacturing plants, entertainment, retail, telecommunications, educational facilities, data centers and high-rise residential. ACCO has completed work in Arizona, California, Florida, Hawaii, Idaho, Illinois, Louisiana, Maryland, Michigan, Nevada, New Jersey, New Mexico, Oregon, Tennessee, Texas, Utah, Virginia, Washington, Washington D.C. and Mexico.

ACCO's headquarters is located in Pasadena, CA, with other principal offices located throughout California, Nevada, Idaho, Oregon and Washington.





ACCO IS A MEMBER OF THE SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION, INC. (SMACNA), THE MECHANICAL CONTRACTORS ASSOCIATION OF AMERICA, INC (MCAA), AND MECHANICAL SERVICE CONTRACTORS OF AMERICA (MSCA).

# Project Management

## Your Personal Representative

At ACCO, when we accept a job, we accept all the responsibility that goes with it. An ACCO Project Manager supervises the project from the initial contact through conceptual studies, engineering design, energy studies, estimating, sales, construction and commissioning. This responsibility continues through final acceptance, as well as the warranty period.

Your project manager's responsibility is to get your job done — on time and on budget. ACCO pioneered this single source of responsibility to ensure strict adherence to all of the project requirements, quality demands and time schedules.

## Keeping Your Project on Schedule

Keeping on schedule requires a large amount of up-to-date information. ACCO maintains a computerized database on all projects to allow project managers to have immediate access to up-to-date labor reports, equipment and materials status and time-and-cost accounting.

## Diverse Experience & Flexible Approach

ACCO has successfully completed many different types of projects from simple warehouse installations to complex semiconductor and bio-tech fabrication facilities requiring the most advanced technological skills. We can work with an engineer of your choice to develop and analyze systems for your project, or you can utilize ACCO's in-house engineering resources to design a system for your project that meets your quality and budget requirements. In both cases, we guarantee price, performance and schedule.



# Safety

ACCO is a large organization with rapid growth, but safety has remained a core value of our business. We developed a detailed Safety Program to establish compliance with applicable regulations and maintain safety excellence. The result is an industry-leading Experience Modifier Rate (EMR), which reflects workers' compensation loss performance. ACCO's extensive safety training emphasizes the best practices to ensure the health and well-being of our employees. A copy of our Safety Program is available upon request.

## ACCO Provides the Following Safety Training to Our Employees to Protect Them and Those Around Them.

- Employee Safety Orientation
- Confined Space Entry
- Asbestos Awareness
- Respirator Training
- Respirator Fit Testing
- CPR/First Aid
- Fall Protection Awareness
- Forklift Certifications
- Scaffold Awareness
- Trench/Excavation Awareness
- Supervisor Safety Training
- Hazard Communication (SDS)

In addition to this training, ACCO conducts weekly safety meetings with field and shop employees to raise safety awareness. General Foremen Safety Meetings are conducted on a quarterly basis to review incidents and update safety training.

## Injury Management Program

ACCO is committed to ensuring employees who are injured have access to the best rehabilitation resources. ACCO does its best to provide meaningful, temporary alternative work for injured employees. In addition, we make our best efforts to ensure injured employees receive the best medical care available.





# Fabrication & Installation

State-of-the-art fabrication facilities are necessary to control cost and ensure quality in the mechanical contracting industry.

To effectively service our geographical areas of work, ACCO has fully automated, computer-aided fabrication facilities in Commerce (2), Covina, San Leandro, Sacramento, San Diego and Vacaville. These fabrication plants produce in excess of 12 million pounds of fabricated sheet metal per year and more than 270,000 diameter inches of welded and grooved mechanical piping.

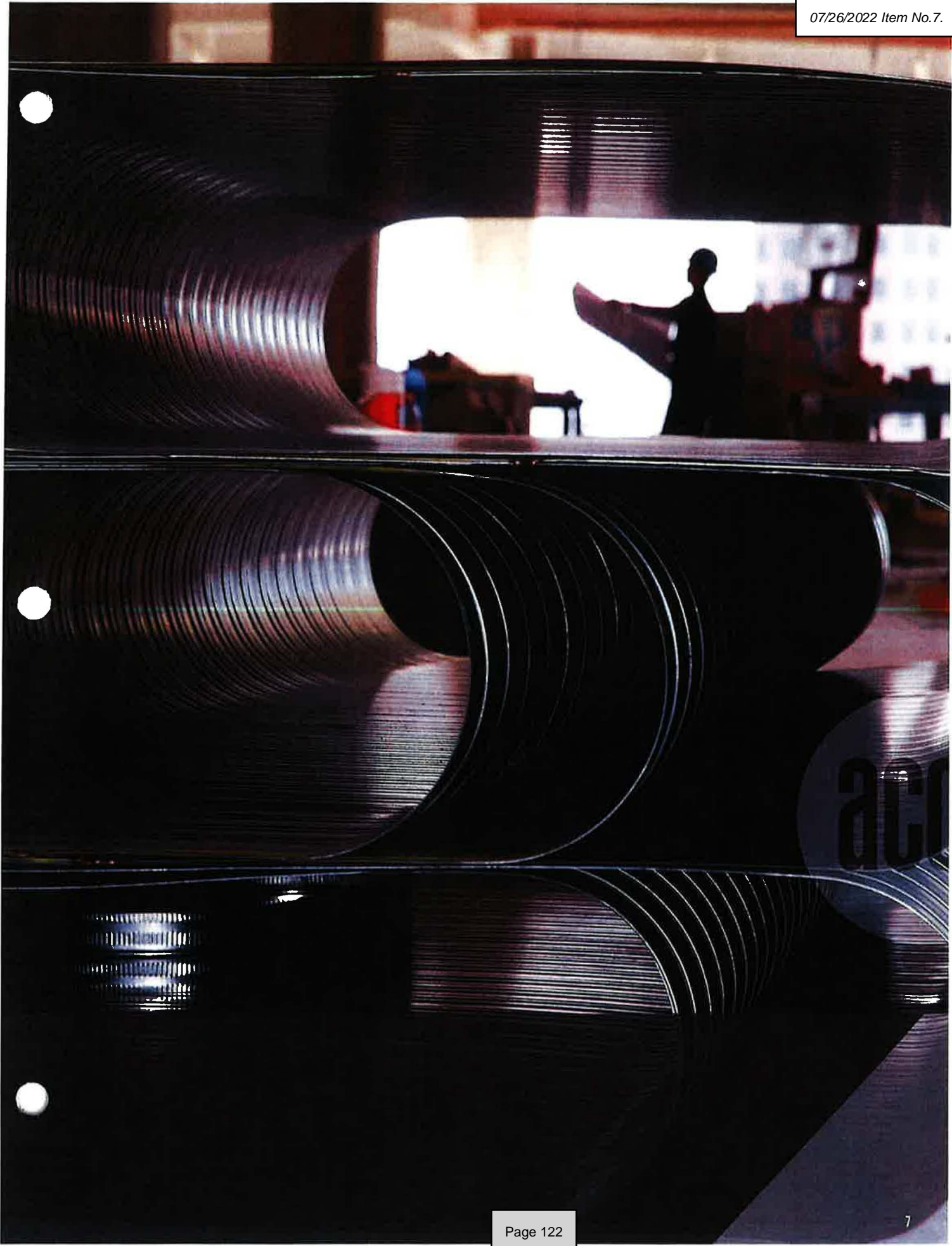
Our Los Angeles facilities include a modern 70,000 square foot sheet metal shop with an 11,000 square foot warehouse and tool crib located in Commerce, CA. We also have a piping and plumbing fabrication shop located in Commerce that includes 200,000 square feet of prefabrication and warehouse space with 12 cranes in four bays on a 10-acre parcel.

In order to fully serve our Northern California operations, ACCO has fabrication facilities in San Leandro, which include a 38,000 square foot sheet metal fabrication shop, an 18,000 square foot warehouse and tool crib, an 11,000 square foot pipe fabrication shop and a separate 30,000 square foot plumbing fabrication shop.

Our Sacramento facilities include 5,000 square feet of plumbing fabrication, 9,000 square feet of piping fabrication and 17,000 square feet of sheet metal fabrication.

To complement our Los Angeles and Bay Area facilities, we also have a validated process piping fabrication facility in Vacaville, CA, and a piping and plumbing fabrication facility in San Diego.





# ACCO's Project Approaches

## Design-Build

Design-Build brings together a partnership of the owner, architects, general contractors and trades. As part of the Design-Build team, ACCO engineers analyze the owner's requirements, reviewing concepts and systems on a price/performance basis. Realistic project budgets can be established early in the process. Design-Build speeds up the entire construction process as we proceed seamlessly from design into construction with known project costs. Design-Build is the best way to avoid constant change orders, project escalation and cost overruns.

## Integrated Project Delivery

Integrated Project Delivery (IPD) is a concept that has been incorporated into all areas of ACCO's capabilities. As a Design-Assist and Design-Build contractor, we regularly participate in the collaborative design and planning elements IPD is known for, allowing us to determine the best way to accommodate the individual needs of each project. ACCO's Project Managers are unique in that they manage a project's mechanical and/or plumbing scope of work from start to finish, playing an integral role in the design, cost control, construction, commissioning and handover.

## Design-Assist

In the Design-Assist method of delivering work, our engineers work closely with your design and construction team to clarify the operational benefits of the project. We will analyze alternates on a price/performance basis. Our engineers' knowledge of installation, maintenance and long-term operating costs will help deliver the maximum value for dollars spent. When appropriate, we'll recommend using alternative designs, different materials and more efficient installation methods.

DESIGN-BUILD IS THE BEST WAY  
TO AVOID CONSTANT CHANGE ORDERS,  
PROJECT ESCALATION AND COST OVERRUNS.

## Plan-Spec

ACCO brings decades of experience to construction projects that mandate a fixed-price bid on a detailed set of construction documents. We examine the plans and specifications, determine the lowest possible cost and then build exactly what was designed. By working closely with the architect and engineering teams, our project managers anticipate issues and work to avoid change orders and cost overruns.

## Lean Production & Construction

Internally, ACCO manufactures much of its own materials and has implemented Lean methods in order to reduce costs and inventory in our shops. We rely on pull scheduling, which requires effective project planning and efficiency, to reduce the amount of sheet metal and pipe we keep in inventory. Our shops also provide the opportunity to prefabricate and preassemble much of what is delivered to the field—increasing quality and safety due to the clean, controlled shop environment—and reducing labor and installation time in the field. By leveraging shops throughout the western United States, we are able to make more frequent just-in-time deliveries consisting of the exact amount of materials needed for a specific portion of the job. This reduces the impact on other trades in the field by minimizing the amount of material staged on the floor and around the job site.

## Target Value Design

Target Value Design (TVD) is a method closely aligned with Lean production, Lean construction and Integrated Project Delivery. It consists of designing a project to the customer's predetermined budget requirements, rather than establishing cost after the design is completed. TVD builds cost into the design process and minimizes waste in the production and construction process. It is a fundamental change in thinking from "expected costs" to "budgeted costs." The guiding factor for TVD is that the target cost for a project should never be exceeded. Typically, cost follows design. However, on projects where TVD is used, cost dictates what gets designed to ensure that the target cost is not exceeded. One mechanism for providing this rapid cost feedback is extracting quantities from the virtual model and model-based estimates. As a result, rapid cost feedback to the design team is paramount in this process.



# Engineering

## The Foundation

Engineering is the foundation of outstanding mechanical and plumbing systems. The challenge is to transform innovative ideas into practical and reliable systems.

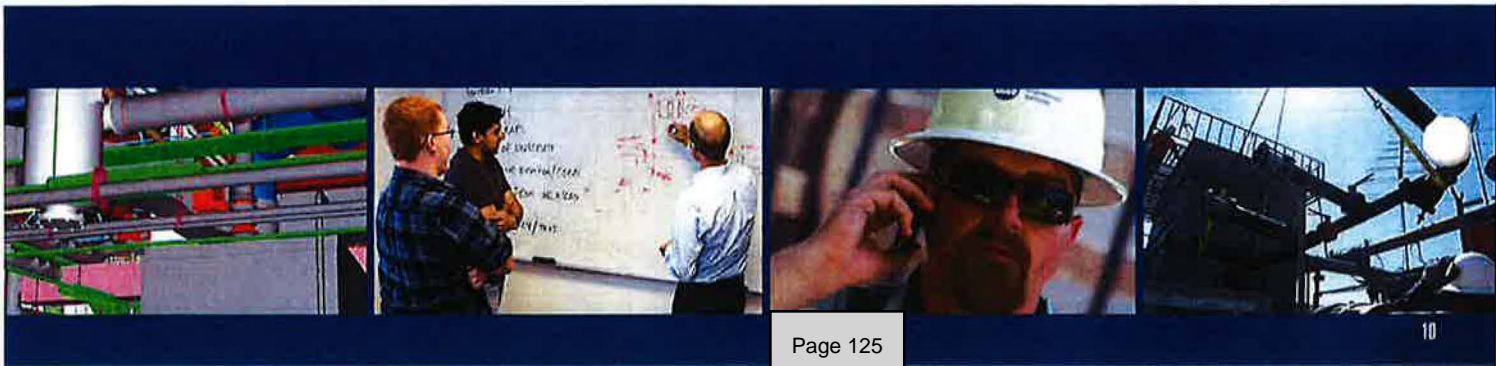
ACCO leads with the right concepts to meet your needs and brings the advantage of system fabrication and installation know-how to capitalize on the best means and methods for cost-effective results.

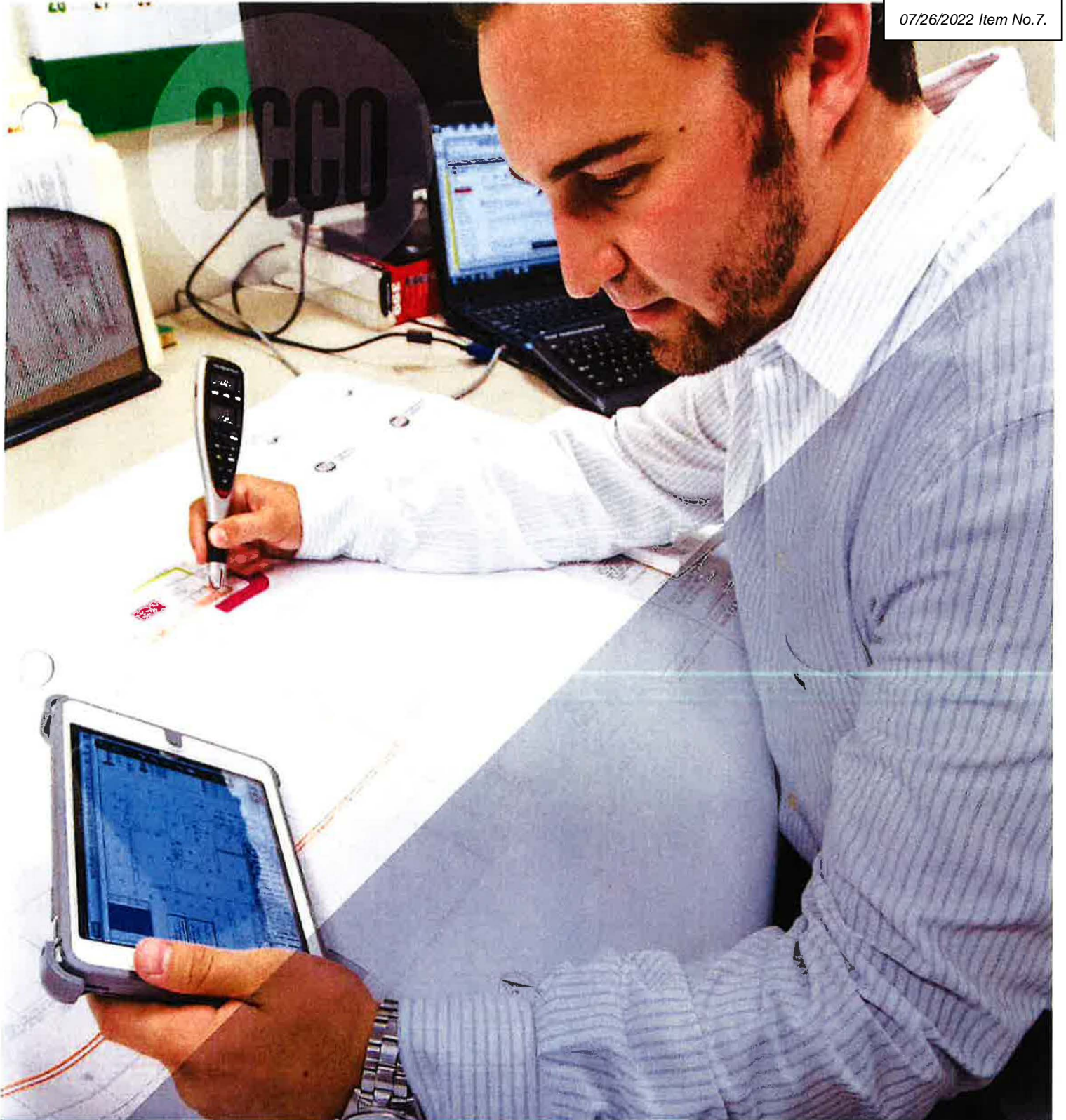
We focus beyond the initial installation to ensure that your system is designed to last and function reliably for many years under varying conditions and requirements. Our engineers utilize the experience of our commissioning and service professionals to design systems that will be serviceable and perform efficiently for the long term.

Regardless of project scale or complexity, our engineering staff will work with your design team and contractors to guarantee you are provided with the best design to meet your requirements. We will also ensure your project is complete, coordinated and code compliant.

## Services

- 3-D Modeling and Design Coordination
- Preconstruction Services and Planning
- Energy Conservation
- Systems Evaluation/Comparison and Economic Analysis
- Code Compliance or Variances
- LEED® Certification
- Retrofits & Upgrades
- Applications Engineering





OUR ENGINEERS ARE COMMITTED TO PROVIDING  
CREATIVE SOLUTIONS, COST-EFFECTIVE DESIGNS  
AND RELIABLE PERFORMANCE.



SINCE 1934, OWNERS AND BUILDERS  
HAVE SELECTED ACCO TO DESIGN, INSTALL AND  
MAINTAIN MORE THAN 250,000 MECHANICAL PROJECTS.

## BIM & 3-D Modeling

ACCO stands at the forefront of Virtual Design and Construction (VDC), using three-dimensional (3-D) BIM visualization software for pre-construction trade coordination and product fabrication for HVAC, process, plumbing and industrial projects. Due to the space impact of these systems, ACCO often leads the coordination process and works with the general contractor and subcontractors to facilitate and manage coordination utilizing BIM software such as Autodesk's Navisworks and BIM 360. ACCO has the capability to facilitate 3-D coordination meetings, including creation and management of Clash Detection reports. Coordination meetings can be held in our ACCO offices, facilitated at a jobsite or hosted electronically utilizing Web Conferencing.

ACCO has more than 20 years of experience utilizing 3-D BIM software to accelerate our sheet metal and piping fabrication. ACCO uses Autodesk's fabrication software, which contains a library of fabrication level parts and objects used in both CAD and Revit environments. Applying Lean construction principles, our 3-D capability permits significant prefabrication of duct and pipe, as well as just-in-time delivery.

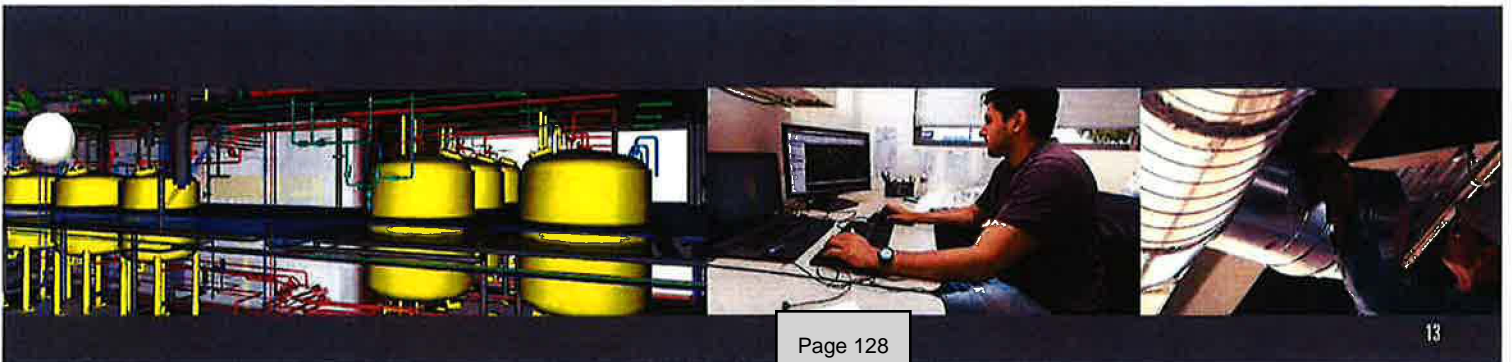
Our recent experience with challenging coordination projects includes HVAC, process and plumbing scopes within hospitals, laboratories and CGMP manufacturing facilities. ACCO brings knowledge and depth to any design and construction team, providing a catalyst for successful implementation of VDC.

## Heating, Ventilation & Air Conditioning

Mechanical systems are the heart of buildings. They make buildings more marketable, more comfortable and more profitable. A properly designed, installed and maintained mechanical system conserves energy, cuts absenteeism, increases productivity and reduces tenant turnover. It can save a great deal of money.

Since 1934, owners and builders have selected ACCO to design, install and maintain hundreds of thousands of projects. That is because there is more to HVAC at ACCO than heating, ventilation and air conditioning. Where other companies see boilers, pumps, chillers and air handlers, we see entire systems. We see beyond the piping and the sheet metal on the drawings. We look for the best solution to meet your requirements. We evaluate your initial designs to find cost-effective solutions that deliver the same, or superior performance. We recommend smarter alternatives and upgrades to avoid problems and improve efficiency.

Whether we are providing conditioned air for an office building, meeting the acoustical needs of a performing arts theater or designing highly filtered air for bio-pharmaceutical clean rooms, our system-wide approach is unique in the industry. We deliver value, guarantee all your components work together as specified and lower the long-term costs of operation and maintenance.





# Plumbing

ACCO's plumbing department is comprised of more than 1,000 engineers, designers, tradespeople, project managers and support staff. The size and scope of our workforce gives us the capacity to perform projects of all types, sizes and levels of complexity. We utilize the latest technology available to take projects from their conceptual stages through completion. ACCO is recognized in the industry for working on many of the most high-profile projects throughout the western United States.

Our clients demand quality, speed and efficiency. In order to accommodate these needs, we have four dedicated fabrication facilities located in San Leandro, Commerce, Covina and San Diego. These spaces enable us to produce pre-built sections of plumbing systems, equipment skids and finish within a controlled environment. We use Lean production principles to maximize effective production levels. This practice, coupled with our large warehouse capacity, helps eliminate delays due to inventory access. Completed prefabricated materials are delivered to jobsites using just-in-time delivery, minimizing the impact to the project and saving time on even the most ambitious construction schedules.

ACCO Engineered Systems has strong alliances with local unions. A long history of successful labor management and coordination means that your project will not suffer due to the inability to effectively staff a project, no matter the crew size, shift type or schedule.

## Capabilities Include:

- Design-Build/Assist
- 3-D CAD/BIM Detailing
- Preconstruction/VDC
- In-House Engineering
- In-House Prefabrication
- All Commercial and Industrial Project Types
- Full MEP Construction

## Project Types:

- Healthcare/OSHPD
- Mixed-Use Residential
- Hospitality
- Education
- New Construction/Renovations/TI/Retrofits
- Parking Structures
- Core and Shell
- High-Rises
- Laboratories
- Food/Beverage Service and Processing
- Office Buildings
- Themed Entertainment
- Amusement Parks
- Transportation Facilities (Road/Rail/Air)
- Industrial Complexes
- Site Utilities

# Building Automation Systems

ACCO has more than 25 years of experience in the Building Automation industry and offers complete Direct Digital Control (DDC) system solutions. We are one of the largest independent DDC system solution providers in the western United States and employ experts on a diverse range of systems.

Our goal is to provide superior design, installation and continuous service support for our customers through our dedicated DDC control branch locations. Each location is staffed with experienced project managers, application engineers and highly skilled technicians that are trained in several lines of control products, including: Automated Logic, Distech Controls, Reliable Controls, Johnson Controls, Siemens, Trane and Tridium-based systems. As system integrators, we provide you with the best solution for your facility that will be cost-effective, provide improved occupant comfort, and most importantly, reduce energy consumption. These solutions include, but are not limited to: mechanical and electrical system optimization, energy reduction strategies and lighting control.

Our DDC Project Managers are your point of contact from concept and design, through the budgeting process, installation, commissioning and warranty, with linkage to aftermarket service. There are no hand-offs in this process.

## Industrial Construction

ACCO has a strong commitment to quality, which includes our current ASME/AWS Quality Program and Manual.

- B31.1, 3, 9 & AWS Quality Programs in place
- Site-specific quality plans are authored for each project, ensuring compliance with required specifications
- QA/QC Inspectors are certified in accordance with ASNTTC 1a and/or AWS-QC1 for visual examinations
- ACCO has more than 100 approved welding procedures covering carbon, stainless and chrome steels
- Site-specific safety plans



# Process Piping

As a full service mechanical contractor, ACCO is also at the forefront of customer needs in all aspects of process systems. ACCO's process piping department complements our HVAC and plumbing groups to provide complete mechanical design, fabrication, construction and services offerings to the marketplace.

ACCO is a leader in process piping systems, including pharmaceuticals, bio-pharmaceuticals, industrial, medical devices or diagnostics, micro-electronics, bio-fuels and solar cell manufacturing. We are ready to take responsibility for any phase of the project, from design through installation and commissioning. We are your one source of responsibility for a properly functioning process facility.

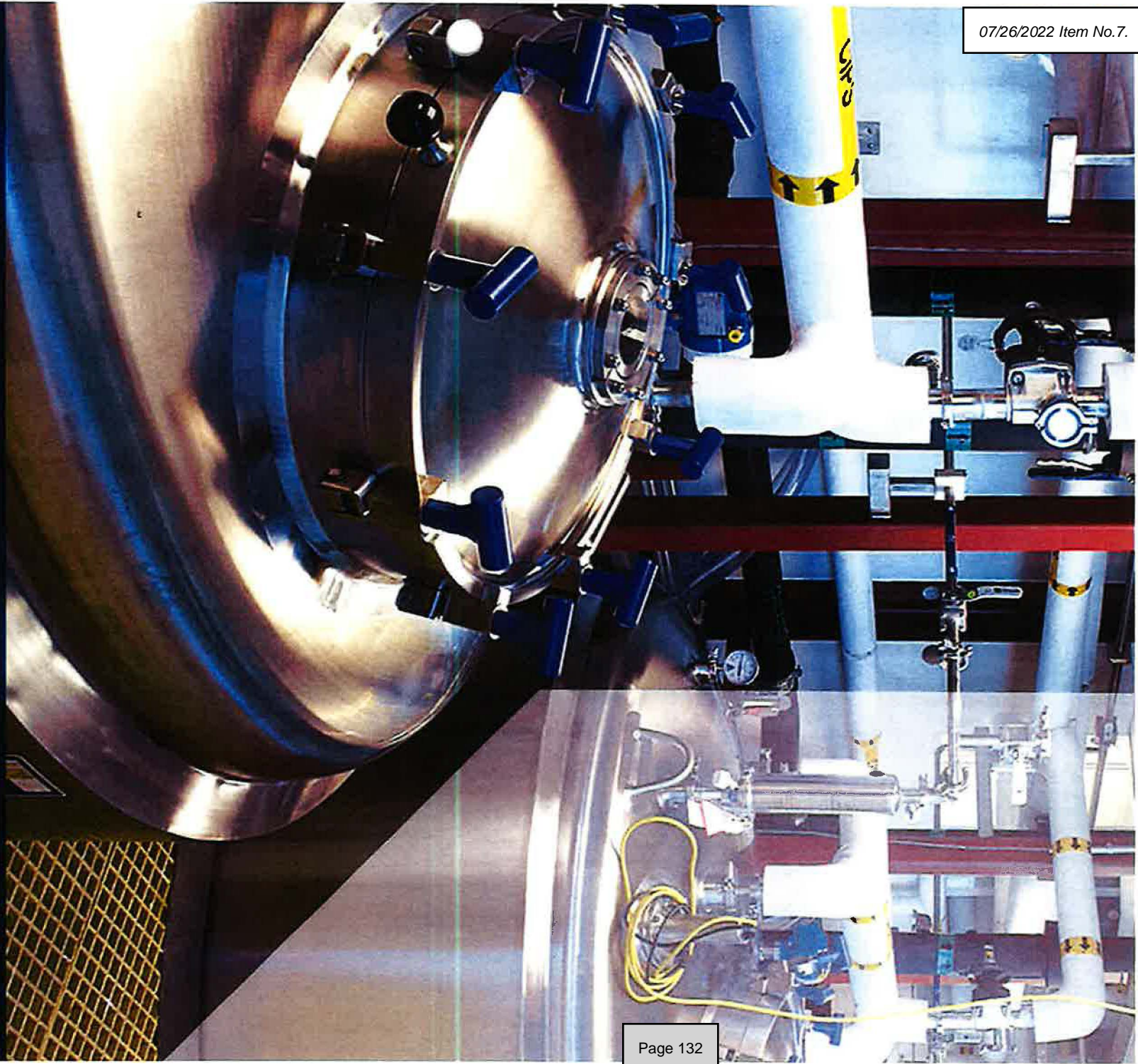
Our engineers' in-depth knowledge of FDA requirements enable us to comply with all regulations in the pharmaceutical/bio-pharmaceutical sectors. We study and create innovative solutions for compliance with the Code of Federal Regulations (CFRs), Center for Disease Control and National Institute of Health (CDC/NIH), ASME's Bio-Process Engineering Standards and ISPE Baseline guidelines.

ACCO's advanced Engineering Turnover Package and commissioning programs are your quickest solution to a validation-ready facility. We start the process before any procurement to guarantee a consistent product at completion. Across all systems, each document is correctly requested, collated and organized for quick and easy reference for your validation team.

In the high technology sector, whether it be photonics fabrication for fibre optics, micro-machines or integrated circuits, ACCO can quickly and efficiently design, execute and commission your installation. Our engineering will provide cost-effective design of high purity gas and chemical delivery. Our experienced engineers will guide the design from programming to detailed engineering. We create the P&IDs and quickly turn out 3-D AutoCAD models for form and fit. Our prefabrication and field installation methods will execute an efficient construction schedule. Then, our commissioning experts will ensure all systems are performing to expectations.

ACCO's process piping group is skilled in all types of pharmaceutical and high tech work, including both cGMP and GLP establishments, vivariums and high technology process facilities. Systems include: bulk chemical distribution, ultra-high purity water (including water for injection), clean in place and high purity gas distribution.





OUR ENGINEERS' IN-DEPTH KNOWLEDGE OF FDA REQUIREMENTS  
ENABLE US TO COMPLY WITH ALL REGULATIONS IN THE  
PHARMACEUTICAL/BIO-PHARMACEUTICAL SECTORS.



# Building Services

ACCO has one of the largest and most experienced service departments in the nation. We provide service and long-term maintenance agreements in more than 11,600 facilities throughout the western United States. Properly maintained mechanical and control systems conserve energy, increase productivity and satisfy the needs of owners, tenants and production managers.

ACCO field service mechanics are trained signatory apprentices and journeymen dedicated solely to servicing HVAC mechanical and plumbing systems, DDC Controls systems and water treatment applications.

ACCO has one of the most modern fleets in the industry. We have more than 1,400 truck and sprinter van-based mobile field mechanics who can respond on-site in less than four hours, 24 hours a day, seven days a week.

ACCO reduces emergency repair costs by providing comprehensive maintenance solutions. This extends the life of the equipment, prevents catastrophic failures and ensures energy efficiency.

ACCO's service team can handle any size and any type of project, from a small package system to a complex manufacturing facility. We have the experience and know-how to ensure that your system will run efficiently and deliver the best possible results tailored to your needs.

### Preventive Maintenance

Protect your investment

### Equipment Repairs

Get your system back up and operating, quickly and expertly, minimizing impact on process and building operations

### Equipment Modernization

Replace, upgrade, modernize, and retrofit your facility's systems due to age, obsolescence or energy efficiency

### Just-In-Time Service Delivery

Guaranteed two-hour emergency response time for our contract customers

### Qualified Technicians

The best and most highly trained in the industry

### Chiller Service

Our Centrifugal Group specialists are trained and certified to service and repair all types of chillers

### Water Treatment

Our qualified technicians can prevent tube fouling, maintaining system capacity and efficiency

### Tenant Improvements

Prevent employee discomfort, reduced productivity, loss of revenue and increased vacancies

### Direct Digital Controls

Designed and installed by ACCO, provide operational efficiency in your processes and building

### Commissioning Services

Ensures that the performance of installed equipment and its peripheral systems operate at their peak by adhering to the design specifications

### Predictive Diagnostic Services

Offers an early warning system, which alerts and minimizes possible equipment failures before they happen



# Commissioning

Office buildings must be comfortable for the occupants. Recording studios must be quiet. Fabrication facilities must be clean. Mechanical systems must be properly designed, installed and set up for proper operation. ACCO is NEBB (National Environmental Balancing Bureau) certified in air and water balance, HVAC compliance, field installation, verification and sound and vibration.

ACCO's commissioning technicians provide the final system balancing, verification and documentation, ensuring the systems function as designed.

## Retro-Commissioning

Commissioning existing buildings offers substantial energy savings and improved operation. Our group is retro-commissioning certified and can assist in obtaining utility rebates where available.

# Energy Services

ACCO is leading the way to a greener tomorrow with our energy services capabilities. Energy service projects are loosely defined as those which incorporate improved levels of energy efficiency and reduced utility costs as a primary project objective and which often incorporate much needed facility infrastructure upgrades as part of the scope of work. By leveraging the resulting energy cost savings, companies are often able to fund replacements and upgrades previously not budgeted.

## ESCO Partnerships

Energy Service Companies (ESCOs) perform energy audits, study environmental impacts of site construction, provide financing to customers and guarantee savings that result from the implementation of various energy efficiency measures. ACCO has a long history of working with established and successful ESCO firms under a partnership arrangement. ACCO supports our ESCO partners by providing manpower, tools, technicians, engineering, budgeting and preliminary layout and design drawings during the pre-construction phase of energy-focused projects. During construction, ACCO provides required manpower and supervision for the mechanical and electrical trades. Oftentimes, at the customer's request, ACCO fills the role of overall site superintendent and oversees the hiring and management of all other construction trades.

## Services

- Central Plants and Retrofits
- Renewable Energy
- Energy Efficiency and Retro-Commissioning
- Automation and Lighting



# Building Confidence in Mechanical Design, Construction & Service

ACCO has gained a wealth of knowledge since its founding and has grown to be the largest and most experienced environmental firm in the western United States, and among the top five nationwide.

ACCO has found success by evaluating overall system performance, ease of installation, reliability and long term energy consumption costs and how these variables relate to an owner's needs. Through innovative engineering, comprehensive design solutions, consistent work quality and qualified maintenance; ACCO confidently delivers the best possible solution.

ACCO offers complete in-house engineering, fabrication, installation, commissioning and service capabilities. This integrated delivery system provides customers with the most practical, cost effective solutions for their particular mechanical, plumbing and control system requirements.

Whether your project is a low or high-rise office or residential building, a shopping mall, hospital, semi-conductor fabrication facility or pharmaceutical/bio-pharmaceutical manufacturing plant, ACCO can design, build, install and maintain a mechanical system to meet your needs.



# ACCO LOCATIONS



FOR OFFICE INFORMATION, VISIT US ONLINE AT: **ACCOES.COM**

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License numbers: CA-120696, AZ-ROC276032/ROC080288, HI-CT30891, ID-RCE29927, NV-19551000749/0083321/005552/0002549,

OR-65555, UT-76118975501, WA IA-C134181



**Hand Delivered**

May 3<sup>rd</sup>, 2022

Chris O'Keefe  
**Folsom City Hall**  
50 E Natoma Street  
Folsom, CA 95630

**Project: City Hall - Design Build HVAC Replacement Project.**

We are pleased to provide the following description to replace four rooftop VAV packaged units, 2 boilers, and Direct Digital Controls. The controls portion is based on 75 VAVs; 30 cooling only and 45 with reheat coils, four rooftop packaged units (one 80-ton, two 30-ton, and one 20-ton), and two Lochinvar boilers. This proposal is based on project documents provided by the City of Folsom and a job walk with Mr. O'Keefe and facilities staff. We are including mechanical engineering design.

Please note that in order to produce satisfactory results for comfort and proper air distribution, it is highly recommended to have a pre-construction air flow readings (pre-balance) and after construction air balance to maximize results. There is no mention in the project documents of pre-balance or air balance. We are including this as a line item for your knowledge.

Below is our scope of work.

**Assumptions:**

- All interior work will be done during normal working hours, Monday thru Friday 7:00 AM-5:00 PM. Equipment lift will be done over the weekend to minimize disruption and for safety purposes since the building must be vacated during the crane lift.
- All work to be performed concurrently from start to finish, once mobilized. Any delays will be charged separately from this proposal.
- Prevailing wages are required for this project, and we have included them.
- Water valves for VAVs will all be replaced regardless of their condition.

**Rooftop Units Scope of Work:**

- Provide mechanical engineering design by a licensed PE.
- Demo and remove one 80-ton Carrier VAV packaged unit, one 20-ton side discharge gas/electric Carrier packaged unit, two 30-ton Carrier packaged units.
- Provide and install four (4) rooftop packaged units: one 75 tons high capacity, one 20 tons, and two 30 tons w/curb adaptors, VFDs, w economizers, power exhaust.
- Connect new units to existing power supply and condensate (replace disconnects).
- Wire smoke detectors to fire panel (fire panel tie-ins and test by current fire panel contractor).
- Provide Factory Start-up and test.
- Commission new equipment.
- Provide Title-24 acceptance documentation with reports to owners upon project completion.
- Apply for no-fee permit from the City of Folsom.
- One-year parts and labor warranty on all equipment and materials installed.



50 Natoma St – Folsom CA – HVAC/Controls Replacement  
May 3rd, 2022

Page 2 of 3

**Boilers Scope of Work:**

- Demo and remove two Lochinvar boilers.
- Provide and install two new Powerfin Lochinvar boilers, 752MBH. FTXL FTX-725
- Connect new boilers to existing piping. Replace boiler trim and pumps.
- Connect new boilers to new flue pipe.
- Provide start up and test for proper operation.
- One-year parts and labor warranty.

**Carrier iVu DDC Scope of Work:**

- Demo and remove existing control panels in mechanical room.
- Demo and remove seventy-five VAV controllers.
- Provide and install seventy-five new iVu VAV controllers.
- Run a new communication line, existing line is not capable of keeping up with new DDC traffic/speed demands.
- Provide control to the new RTUs and boilers.
- Provide and install new iVu front end in boiler room.
- Replace all 45 reheat valves.
- Program and commission new controllers.
- One-year parts and labor warranty.

**Pre-balance and Air Balance:**

- Provide pre-balance for engineering design.
- Provide air balance based on engineering design.

**The added price to provide air balance will be ..... \$ 53,865**

**Specific Exclusions:**

- Any and all sheetrock access doors.
- Duct leak testing and repairs.
- Any and all equipment platforms or housekeeping pads of any kind.
- Any and all LEED or USGBC requirements.
- Permit fees.
- Structural retrofit.

**Exclusions:**

All cutting, patching, coring, framing, or blocking of any kind; Architectural flashings; Seismic calculations, details, or engineering for same; Mechanical engineering; curb vibration isolators; Painting; Electrical upgrades; motor starters, time clocks, or interlocks; T-bar removal or replacement; Environmental abatement; Permit fees; Furniture removal or reset; Temporary HVAC; Special COVID requirements; existing building conditions; Line of sight; All union affiliations/ agreements; Insurance surcharges for special wording on certificates; Overtime labor.

50 Natoma St – Folsom CA – HVAC/Controls Replacement  
May 3rd, 2022

Page 3 of 3

**Similar project experience:**

**1020 29<sup>th</sup> Street Sacramento:**

Customer Name: Andrew Naify

Design build to replace two 75-ton Trane boxcar rooftop units, replace with DDC all pneumatic controls on 84 VAVs with electric re-heat. Project done during a weekend to replace the units until the units were left running. The controls portion was done in a four-week period due to occupancy. Control brand was JCI. Tenants had threatened to move out because of multiple comfort issues with the HVAC. The result of the project was that the tenants stayed, complaints were reduced to zero and the building owner was able to pay for the project with the \$90,000/year in energy savings.

**110 Woodmere Rd Folsom:**

Customer Name: Jennifer O'Brien

Design build project to replace two 75-ton Trane Box car units, one 750,000BTU boiler, Trane DDC with iVu Carrier controls on 65 VAVs. Project done during two weekends to replace the equipment on the roof. The controls work on VAVs was done during regular hours. The units were 23 years old, and compressors were constantly failing. The Trane control system was obsolete and could not take upgrades anymore. Remote communication became a major issue. New equipment uses 225-amp fuses, old equipment had 350-amp fuses. Energy savings and tenant comfort are a plus.

**3310 El Camino Rd:**

Customer name: Buzz Oates Management Services

Design build project to replace two 90-ton Mammoth VAV rooftop units, one boiler, one cooling tower, pneumatic control system with KMC DDC system. This project was split into two phases, the building is occupied by two State agencies. The existing equipment was old and obsolete, multiple comfort calls were coming to our office until we got the approval to retrofit the equipment. The lower levels had multiple water source heat pumps replaced also. These were connected to the boiler and cooling tower; the Mammoth units had their own water-condenser integral to the units.

**Please contact us should you have any questions.**

Yours truly,  
*German Juarez*  
916-416-7003  
[g-juarez@coacair.com](mailto:g-juarez@coacair.com)

**CITY OF FOLSOM  
SEALED PROPOSAL  
(MUST BE SIGNED BY BIDDER)**

Sealed Proposals will be received not later than **2:00 P.M** on **Tuesday, May 3, 2022**, at the City of Folsom City Clerk’s Office, 50 Natoma Street, Folsom, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**FOLSOM CITY HALL  
BOILER & HVAC REPLACEMENT  
DESIGN – BUILD PROJECT**

in the City of Folsom, County of Sacramento, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

| <u>ITEM NO.</u>      | <u>ITEM</u>                                   | <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>TOTAL</u>      |
|----------------------|-----------------------------------------------|------------|-------------|-------------------|-------------------|
| <b><u>BOILER</u></b> |                                               |            |             |                   |                   |
| 1.                   | PROJECT START-UP PHASE                        | 1          | LS          | \$ 15,000         | \$ 15,000         |
| 2.                   | DESIGN PHASE                                  | 1          | LS          | \$ 12,000         | \$ 12,000         |
| 3.                   | CONSTRUCTION PHASE                            | 1          | LS          | \$ 85,107         | \$ 85,107         |
| 4.                   | PROJECT CLOSE-OUT PHASE                       | 1          | LS          | \$ 25,000         | \$ 25,000         |
|                      | <b>SUB-TOTAL BOILER</b>                       |            |             | <b>\$ 137,107</b> | <b>\$ 137,107</b> |
| <b><u>HVAC</u></b>   |                                               |            |             |                   |                   |
| 5.                   | PROJECT START-UP PHASE                        | 1          | LS          | \$ 20,000         | \$ 20,000         |
| 6.                   | DESIGN PHASE                                  | 1          | LS          | \$ 18,000         | \$ 18,000         |
| 7.                   | CONSTRUCTION PHASE                            | 1          | LS          | \$ 737,718        | \$ 737,718        |
| 8.                   | PROJECT CLOSE-OUT PHASE                       | 1          | LS          | \$ 35,000         | \$ 35,000         |
|                      | <b>SUB-TOTAL HVAC</b>                         |            |             | <b>\$ 810,718</b> | <b>\$ 810,718</b> |
|                      | <b><u>TOTAL BASE BID BOILER AND HVAC:</u></b> |            |             | <b>\$ 947,825</b> |                   |

Total Project Bid, Item Nos. 1 through 8, shall be (spell out) Nine hundred forty-seven thousand eight hundred twenty five US Dollars.

If awarded the contract, the undersigned shall execute said Contract and furnish the necessary bonds within **ten (10) calendar days** after the Notice of Award of said Contract and begin work within **ten (10) calendar days** from and after receipt of written Notice to Proceed from City to Contractor.

In determining the amount bid by each bidder, the City of Folsom (City) shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer’s estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer’s estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period of 60 **working days** commencing on the day the Notice to Proceed is issued.

The amount of the liquidated damages to be paid by the Contractor for failure to complete the entire work by the Completion Date (as extended, if applicable) will be **\$250 (Two-Hundred Fifty Dollars) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from Contractor’s default.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Folsom will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The contractor shall initial below that he has received the appropriate addenda and has incorporated the addenda into his bid.

Addenda Received and Acknowledged

|       |                |       |
|-------|----------------|-------|
| No. 1 | April 29, 2022 | _____ |
| No. 2 |                | _____ |
| No. 3 |                | _____ |

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ \_\_\_\_\_ not less than ten percent (10%) of amount bid.

CERTIFIED CHECK

MONEY ORDER

CASHIER'S CHECK

BID BOND

CONTRACTOR

Cooper Oates Air Conditioning

By:  Signature

Address: 6250 Sky Creek Dr

Sacramento, CA 95828

Telephone No.: 916-381-4611

NOTE: As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

License Required: Required license to perform the requested service.

Valid Contractor's License No. 611351 is held by the bidder.

The Expiration date is January 31, 2023.

Dept. of Industrial Relations (DIR) Registration No. 1000000176

Representations contained within this bid are made under penalty of perjury.

## SUB-BIDDER FORM


As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.05%) of the Total Cost Base Bid. In addition, this form will be used to determine if the bidder is responsive to Section 2.08 of the General Provisions.

| Name of Sub-Bidder     | Street Address of Shop, Mill, or Office<br>(Shall be completed within 2 working days of bid opening by apparent low bidder) | License Type and Number | Dept. of Ind. Relations Reg. No. | Portion of Work to be Done by Specification Section | Percentage of Total Work |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------|-----------------------------------------------------|--------------------------|
| Maxim Crane            | 7512 Pacific Ave Pleasant Grove CA 95668                                                                                    | 860395                  | 1000009236                       | Equipment Lift Crane Services                       | 3%                       |
| Automated Electric Inc | 11300 Sanders Dr Ste 9 Rancho Cordova CA 95742                                                                              | C-10, C-20 981065       | 1000004291                       | Controls                                            | 20%                      |
| Pacific Power Electric | 251 Opportunity St Ste B Sacramento, CA 95838                                                                               | C-10 2013923            | 1000048835                       | Electrical disconnects                              | 3%                       |
| Circo Balance          | 4100 Florin Perkins Sacramento, CA 95826                                                                                    | C-61, D-62 624117       | 1000048835                       | Air balance pre-balance                             | 5%                       |
|                        |                                                                                                                             |                         |                                  |                                                     |                          |
|                        |                                                                                                                             |                         |                                  |                                                     |                          |
|                        |                                                                                                                             |                         |                                  |                                                     |                          |
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|                        |                                                                                                                             |                         |                                  |                                                     |                          |
|                        |                                                                                                                             |                         |                                  |                                                     |                          |



 AK Mechanical Inc.  
1040 Paso Diablo Ct.  
Placerville, Ca. 95667  
Ca. Lic. 973241  
Phone 530 417 2862

## City Of Folsom HVAC Replacement Proposal

### Table of Contents

- 1: RFP
- 2: Cover Letter / Scope
- 3: Cost Proposal
- 4: Relevant Experience
- 5: Contractors License and Business License

**PARKS AND RECREATION DEPARTMENT**  
48 NATOMA STREET  
FOLSOM, CALIFORNIA 95630

*COPY*

07/26/2022 Item No.7.



**CITY OF FOLSOM**  
PARKS & RECREATION  
DEPARTMENT

**PROJECT MANUAL  
FOR  
FOLSOM CITY HALL  
BOILER & HVAC REPLACEMENT  
DESIGN-BUILD PROJECT**

**No Fee**

**FOR PRE-PROPOSAL INFORMATION CONTACT  
CHRIS OKEEFE  
COKEEFE@FOLSOM.CA.US  
(916) 461-6684**

**PROPOSALS TO BE RECEIVED BEFORE  
2:00 P.M., TUESDAY MAY 3, 2022 AT:**

**CITY OF FOLSOM  
CITY CLERK'S OFFICE  
ATTN: CHRIS O'KEEFE  
50 NATOMA STREET  
FOLSOM, CA 95630**

## NOTICE TO CONTRACTORS

Sealed Proposals will be received by the City Clerk's Office for the City of Folsom at, 50 Natoma Street, Folsom, California 95630 up to the hour of **2:00 P.M. on Tuesday, May 3, 2022** for construction of:

### CITY OF FOLSOM CITY HALL BOILER & HVAC REPLACEMENT DESIGN-BUILD PROJECT

In accordance with the Contract Documents issued by the City of Folsom. Proposals must be submitted on printed forms supplied by the Department of Parks and Recreation enclosed in an envelope marked:

### SEALED PROPOSALS FOR: CITY OF FOLSOM CITY HALL BOILER & HVAC REPLACEMENT DESIGN-BUILD PROJECT

Copies of the Sealed Proposal forms and accompanying documents (specifications and drawings) are available electronically on-line at [WWW.CIPLIST.COM](http://WWW.CIPLIST.COM)

Contractor's License: A, B or C-20 Air Conditioning/C-4 Boiler

Requests for technical information or clarification shall be directed to the City's representative, Chris O'Keefe [cokeefe@folsom.ca.us](mailto:cokeefe@folsom.ca.us) (916) 461-6684.

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771.

Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. The prevailing rates so determined are on file with the City Clerk and they are available for public inspection. They may also be obtained on the internet at <http://www.dir.ca.gov/dlst/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Article 6, Section 6.01)

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

Pursuant to California Public Contracts Code, any contract awarded pursuant to this invitation for bid shall include a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

Each bid must be accompanied by security consisting only of cash, California Bank Cashier's Check, Certified Check, California Bank Money Order, or bid bond made payable to the "City of Folsom" in the sum of ten percent (10%) of the sum of the proposal.

The Contract will be awarded to the lowest responsive responsible Bidder based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, i.e., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. All awards will be made in the City's best interest.

The right to reject any and all bids or waive any informality in any bid received is reserved by the City Council.

Lorraine Poggione  
Parks and Recreation Director

## PROJECT OVERVIEW

### 1. PROJECT DESCRIPTION

The City of Folsom is conducting a formal Request for Proposals (RFP) to provide design-build services for the replacement of two (2) Lochinvar natural gas boilers (BOILERS) and the Heating Ventilation and Air Conditioning (HVAC) equipment and systems at the Folsom City Hall, 50 Natoma Street, Folsom, CA. The contractor shall work with the City of Folsom facilities and local utilities to determine if rebates are available for this project, and to identify replacement boilers that meet the performance criteria called for in the rebate program.

The General / Prime / Contractor / Lead Entity allowed to participate in the RFP process must meet and provide the minimum license requirements as follows:

1. Current and good standing Business License
2. Proof of a valid A, B, or C-20 License for HVAC and electrical work.

Compliance: All service(s) rendered shall be in compliance with all applicable federal, state, local, and OSHA regulations. The selected Contractor shall possess any, or all, required licenses required to perform the requested service.

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771.

Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. The prevailing rates so determined are on file with the City Clerk and they are available for public inspection. They may also be obtained on the internet at <http://www.dir.ca.gov/dlsr/DPrWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Article 6, Section 6.01)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

Pursuant to California Public Contracts Code, any contract awarded pursuant to this invitation for bid shall include a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

Each bid must be accompanied by security consisting only of cash, California Bank Cashier's Check, Certified Check, California Bank Money Order, or bid bond made payable to the "City of Folsom" in the sum of ten percent (10%) of the sum of the proposal.

The right to reject any and all bids, or waive any informality in any bid received is reserved by the City Council.

**2. PROJECT LOCATION**

**BOILERS**

The two (2) Lochinvar natural gas boilers and associated equipment to be replaced are located on the 2<sup>nd</sup> Floor Mechanical Room of the Folsom City Hall building. Access to the Utility Room is through the City Council Chambers, up two flights of stairs, and across two landings. Access to the Utility Room can also be accomplished by way of a door on the roof. Please see Mechanical Room Location Map in Appendix A.

**HVAC**

The HVAC units are located on the roof of the Folsom City Hall building. Access to the roof is through the Council Chamber, up two flights of stairs, and across two landings. The roof is accessed through a door in the Mechanical Room. Please see the HVAC Location Map in Appendix B.

**3. PROPOSAL REQUIREMENTS**

Sealed Proposals will be received by the City Clerk’s Office for the City of Folsom at 50 Natoma Street, Folsom, California, 95630, up to the hour of **2:00 P.M. on Tuesday May 3, 2022** for the design-build removal and replacement of gas boilers and HVAC system.

The City of Folsom is seeking qualified contractors for design build work relating to the removal and replacement of gas boilers and HVAC equipment and fixtures, control systems, electrical upgrades and improvements. The contractor is expected to prepare all documents, and provide and install all equipment described in the scope of work.

**4. SCOPE OF WORK – DESIGN-BUILD SERVICES FOR THE BOILER REPLACEMENT**

**A. *Project Start-up Phase***

- 1. Project Coordination & Mobilization (NTE 5%)

**B. *Design Phase***

The Design-build Contractor shall provide all the necessary engineering, material procurement, labor, materials, tools, equipment, supplies, services, components, and disposal, and comply with the contract’s General Conditions to successfully complete the replacement of existing Boiler units to the satisfaction of the City of Folsom.

- 1. Provide mechanical schematic design drawings for new and modified equipment, including Title 24 compliance documentation.
- 2. Secure all necessary electrical and mechanical permits, and/or demonstrate proof that quality and standards meets or exceeds Folsom Municipal Code requirements. Obtain No Fee Permit through the City of Folsom Building Department.
- 3. Determine if the project is eligible for utility rebates and assist City of Folsom staff in preparing rebate submittal if rebates are available.

**C. Construction Phase**

- 1. Disconnect, remove, and legally dispose of offsite the following:
  - a. Two (2) existing Lochinvar PBN0750 boilers.
  - b. Demo existing flue vent, old hot water piping, and gas piping as required to facilitate the installation of the new equipment.
- 2. Provide and install two (2) new boilers (Lochinvar FTXL 97.3% or equivalent)
  - a. Provide new flue vent
  - b. Provide new circuits and disconnects
  - c. Provide new drain pan
  - d. Provide new pump
  - e. Connect new equipment to existing system
  - f. New boilers and pumps to existing HW system
  - g. New boilers to existing gas piping
  - h. Complete Installation of New Equipment
  - i. Insulate new HWS/HWR piping
  - j. Provide pipe identification

**D. Project Close-out Phase**

- a. Test new equipment to confirm functionality
- b. Start-up and leak check
- c. Clean-up of project site
- d. Approval from City on installation
- e. Owner training

**5. SCOPE OF WORK – DESIGN-BUILD SERVICES FOR THE HVAC REPLACEMENT**

**1. Project Start-Up Phase**

- 1. Project Coordination & Mobilization (NTE 5%)

**2. Design Phase**

The Design-build Contractor shall provide all the necessary engineering, material procurement, labor, materials, tools, equipment, supplies, services, components, and disposal, and comply with the contract’s General Conditions to successfully complete the replacement of existing HVAC units to the satisfaction of the City of Folsom.

The work includes, but shall not be limited to the following:

- 1. After the work is awarded, the contractor shall conduct a Site Survey and gather all the information required to proceed with the engineering, based on the agreed Scope of Work (SOW). The contractor shall report any discrepancies or necessary changes to the SOW.
- 2. After the Site Survey, the contractor shall design a functioning system based on the agreed SOW. The contractor will prepare engineering drawings using AutoCAD format. These drawings are to be available in electronic format; any additional drawings required for the design package shall be created by the contractor.

3. Upon review and approval of the design and all related submittals, the contractor will then proceed with the permitting, material procurement, and construction phase of the project.
4. The contractor's design drawings shall include, but not be limited to:
  - a. Schedule of equipment showing capacities, models, weights, and accessories.
  - b. All proposed equipment shown on dimensioned drawings.
  - c. Any details and sections that are required to clearly indicate the installation.
  - d. Method of connecting to the facility.
  - e. Any variances or modifications from the City's scope of work.

5. Design Submittal Requirements

The Design-Build Contractor shall obtain all required approvals and permits prior to proceeding with the installation of the work in this SOW. The Design-Build Contractor is responsible for the review of electrical specifications, equipment performance specifications and related design criteria prior to the purchase of equipment, materials, and installation of work. The Design-Build Contractor shall submit the following information considered as the Design Submittal:

Provide engineering drawings and material submittals with equipment type, manufacturer, model, EER Rating, options, quantity; cut sheets, and product warranties (submitted within 10 days from the Notice to Proceed).

C. Construction Phase

| <b>General Description of Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>HVAC Equipment</u></b></p> <ul style="list-style-type: none"> <li>• Demolish existing HVAC units in accordance with all equipment defined in Attachment B.</li> <li>• Contractor shall be responsible to haul all demolished units and ancillary equipment offsite.</li> <li>• Procure, install, and commission new high efficiency units. Equipment shall meet or exceed efficiency requirements as outlined by prevailing Title 24 Standards &amp; Regulations.</li> <li>• Unit weight shall not exceed 5% above existing HVAC unit weight.</li> </ul> |
| <p><b><u>Electrical</u></b></p> <ul style="list-style-type: none"> <li>• Disconnect and demo existing electrical connections and disconnect switches.</li> <li>• Install new disconnect switches and conduit to the new units.</li> </ul>                                                                                                                                                                                                                                                                                                                         |
| <p><b><u>Plumbing</u></b></p> <ul style="list-style-type: none"> <li>• Demo existing hydronic ball valves, control valves, and strainers as needed.</li> <li>• Furnish, install, and commission new ball valves, control valves, and strainers.</li> </ul>                                                                                                                                                                                                                                                                                                        |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Demo existing condensate drains and traps.</li> <li>• Install new condensate drains and traps.</li> <li>• Pressure test piping.</li> <li>• Furnish NEBB Certified Report if necessary.</li> </ul>                                                                                                                                                                                                                                                                        |
| <p><b><u>Ducting and Air Distribution</u></b></p> <ul style="list-style-type: none"> <li>• Re-use existing ductwork</li> <li>• Evaluate existing VAV system to determine if it can be re-used.</li> </ul>                                                                                                                                                                                                                                                                                                         |
| <p><b><u>Controls</u></b></p> <ul style="list-style-type: none"> <li>• Install smoke detector and connect to existing fire alarm systems.</li> <li>• Install new thermostats</li> <li>• Evaluate the feasibility of installing occupancy sensors.</li> <li>• Replace existing Trane control system with non-proprietary control system.</li> <li>• Furnish as-built control diagrams, label control wiring, sensors, and cabinets.</li> <li>• Integrate new HVAC equipment into the new control system</li> </ul> |
| <p><b><u>Commissioning</u></b></p> <ul style="list-style-type: none"> <li>• Commission equipment and controls.</li> <li>• Document and submit Commissioning Log for all equipment as outlined in the SOW.</li> </ul>                                                                                                                                                                                                                                                                                              |

***D. Project Close-out Phase***

1. Test new equipment to confirm functionality
2. Start-up and leak check
3. Clean-up of project site
4. Approval from City on installation
5. Owner training
6. Close-Out Documents
  - a. List of Manufacturers with contact information and parts reordering information for all products installed.
  - b. As-built drawings of HVAC unit replacements and thermostat installations.
  - c. Commissioning checklist for each HVAC unit as outlined in Attachment C.

**6. General Requirements**

- A. The Scope of Work is provided to the Design-Build Contractor for information purposes only. Design-Build Contractor assumes all the responsibility for site verification of equipment for replacement with high-efficiency units, controls, and other items required to successfully complete the Boiler and HVAC replacements, and meet the necessary building and safety codes.
- B. Design-Build Contractor shall become familiar with details of work in the field and shall advise City of Folsom Project Manager of any discrepancy prior to performing any tasks, including but not limited to existing and proposed equipment quantities, building and area locations, etc. The Design-Build Contractor shall thoroughly investigate and satisfy itself of the conditions affecting the work prior to construction start.

C. The selected contractor will be required to work closely with the designated Project Manager for the City of Folsom. The Contractor shall identify an individual who will serve as the key contact person and to specify other staff who will perform various tasks.

**D. Required information to be included in response to this RFP:**

1. **Cover letter:** signed by an individual authorized to make commitments on behalf of the design-build contractor/team.
2. **Statement of Project Understanding:** Provide a description of the design-build contractor/team’s understanding of the project, describing both the design process as well as the construction (build) process of the project. This may be included as part of the Cover Letter.
3. **Relevant Experience:** Provide design-build contractor/team’s qualifications and specific project related experience.
4. **Cost Proposal:** Provide a cost proposal, indicating breakdowns per task as identified in the Proposal Form.
6. The successful contractor shall be required to sign the Construction Agreement for Design Build shown in Exhibit A of this RFP.

**7 Instructions for Submitting Proposals**

Three (3) copies of the requested information should be delivered to the following address not later than **2:00 PM on Tuesday, May 3, 2022:**

**City of Folsom, City Clerk’s Office**  
Attn: Chris O’Keefe, Facilities Maintenance Supervisor  
50 Natoma Street  
Folsom, Ca 95630

All requests for clarification must be received no later than **April 25, 2022 at 5:00 PM** and must be sent via email to the contact provided below or by mail to the address sited above. Requests for clarification submitted after this date will not be responded to. Responses to requests for clarification will be posted and distributed as an addendum to this RFP and will be posted on the City website, CIPlist.com, and any other venue used by the City for posting this RFP. Requests for clarification should be sent to:

**Chris O’Keefe, Facilities Maintenance Supervisor**  
Email: COKeefe@folsom.ca.us  
Phone: 916-461-6684

Contractor must submit a signed copy of the addendum (if any) with their response as acknowledgement of receiving the additional information.

The City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code section 6250, et seq.), unless City identifies and exercises a right or obligation to exempt any record from public disclosure. If a contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, they must clearly

mark the relevant portions of their proposal as "Confidential" and identify the legal basis for exemption from disclosure under the Public Record Act. The City Attorney's office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. Contractor shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

**8 Proposal Selection Process and Criteria**

The criteria that will be considered in the evaluation of proposals is summarized below. The City's final selection will not be dictated on any single criteria, including price. The relative importance of the criteria involves judgment on the part of the City's selection committee and will include both objective and subjective analysis. A contractor may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Proposals will be evaluated using the following criteria:

|                       |                  |
|-----------------------|------------------|
| Project Understanding | 30 Points        |
| Relevant Experience   | 30 Points        |
| <u>Cost</u>           | <u>40 Points</u> |
| Total Possible Points | 100 Points       |

The above selection criteria are provided to assist the proposer and are not meant to limit other considerations, which may become apparent during the course of the selection process.

The City reserves the right to reject any and all proposals. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation.

The Design-Build Contractor/team selected to perform the work will be required to complete the City of Folsom Construction Agreement for Design Build (Attachment A) and must meet the insurance requirements stated therein.

**9 Rights Reserved by the City of Folsom**

The City reserves the right to waive informalities in proposals. The City is not obligated to award all tasks of the proposal selected but may award any combination of tasks best suited for completion of the project as the City envisions it. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation.

**10 Folsom City Hall Existing HVAC Schedule**

| Unit | Carrier Model # | CFM    | Power | Seer |
|------|-----------------|--------|-------|------|
| AC 1 | 50DK084         | 35,000 | 460V  | 9.3  |
| AC 2 | 48DJD024        | 6,200  | 460V  | 9.4  |
| AC 3 | 50DK034         | 12,000 | 460V  | 9.3  |

|      |         |        |      |     |
|------|---------|--------|------|-----|
| AC 4 | 50DK034 | 12,000 | 460V | 9.4 |
|------|---------|--------|------|-----|

**11 Folsom City Hall Existing HVAC Control System**

Trane Tracer Summit Version 17

**12 Folsom City Hall Existing Variable Air Volume**

- 1. Titus AESV 3000
- 2. 30 Cooling Only VAV Boxes
- 3. 45 Reheat VAV Boxes

**CITY OF FOLSOM  
SEALED PROPOSAL  
(MUST BE SIGNED BY BIDDER)**

Sealed Proposals will be received not later than **2:00 P.M** on **Tuesday, May 3, 2022**, at the City of Folsom City Clerk's Office, 50 Natoma Street, Folsom, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**FOLSOM CITY HALL  
BOILER & HVAC REPLACEMENT  
DESIGN - BUILD PROJECT**

in the City of Folsom, County of Sacramento, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

| <u>ITEM NO.</u>      | <u>ITEM</u>                            | <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>TOTAL</u>         |
|----------------------|----------------------------------------|------------|-------------|-------------------|----------------------|
| <b><u>BOILER</u></b> |                                        |            |             |                   |                      |
| 1.                   | PROJECT START-UP PHASE                 | 1          | LS          | \$ _____          | \$ <u>2208.00</u>    |
| 2.                   | DESIGN PHASE                           | 1          | LS          | \$ _____          | \$ <u>3600.00</u>    |
| 3.                   | CONSTRUCTION PHASE                     | 1          | LS          | \$ _____          | \$ <u>92,493.00</u>  |
| 4.                   | PROJECT CLOSE-OUT PHASE                | 1          | LS          | \$ _____          | \$ <u>4208.00</u>    |
|                      | <b>SUB-TOTAL BOILER</b>                |            |             | \$ _____          | \$ <u>102,509.00</u> |
| <b><u>HVAC</u></b>   |                                        |            |             |                   |                      |
| 5.                   | PROJECT START-UP PHASE                 | 1          | LS          | \$ _____          | \$ <u>5520.00</u>    |
| 6.                   | DESIGN PHASE                           | 1          | LS          | \$ _____          | \$ <u>24,640.00</u>  |
| 7.                   | CONSTRUCTION PHASE                     | 1          | LS          | \$ _____          | \$ <u>810,276.00</u> |
| 8.                   | PROJECT CLOSE-OUT PHASE                | 1          | LS          | \$ _____          | \$ <u>22,080.00</u>  |
|                      | <b>SUB-TOTAL HVAC</b>                  |            |             | \$ _____          | \$ <u>862,516.00</u> |
|                      | <b>TOTAL BASE BID BOILER AND HVAC:</b> |            |             | \$ _____          | \$ <u>965,025.00</u> |

Total Project Bid, Item Nos. 1 through 8, shall be (spell out) Nine hundred sixty five thousand twenty five Dollars.

If awarded the contract, the undersigned shall execute said Contract and furnish the necessary bonds within **ten (10) calendar days** after the Notice of Award of said Contract and begin work within **ten (10) calendar days** from and after receipt of written Notice to Proceed from City to Contractor.

In determining the amount bid by each bidder, the City of Folsom (City) shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period of **60 working days** commencing on the day the Notice to Proceed is issued.

The amount of the liquidated damages to be paid by the Contractor for failure to complete the entire work by the Completion Date (as extended, if applicable) will be **\$250 (Two-Hundred Fifty Dollars) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from Contractor's default.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Folsom will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The contractor shall initial below that he has received the appropriate addenda and has incorporated the addenda into his bid.

Addenda    Received and Acknowledged

- No. 1                        NA
- No. 2                        NA
- No. 3                        NA

# CERTIFICATE OF AUTHORIZATION

(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA

COUNTY OF El Dorado

I HEREBY CERTIFY that at a meeting of the Board of Directors of the AK Mechanical Inc, a corporation existing under the laws of the State of California, held on April 15<sup>th</sup>, 2022 the following resolution was duly passed and adopted:

“RESOLVED, that Scott Keely, as Estimate for President of the Corporation, be and is hereby authorized to execute the Bid dated May 3<sup>rd</sup>, 2022 to the City of Folsom and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this May 2<sup>nd</sup> day of May, 2022



Juan Ayala  
Secretary

Juan Ayala  
Corporate Officer

1040 Paso Diablo Ct.

Placerville Ca 95667  
Corporate Address

(seal)

## SUB-BIDDER FORM

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.05%) of the Total Cost Base Bid. In addition, this form will be used to determine if the bidder is responsive to Section 2.08 of the General Provisions.

| Name of Sub-Bidder | Street Address of Shop, Mill, or Office<br>(Shall be completed within 2 working days of bid opening by apparent low bidder) | License Type and Number | Dept. of Ind. Relations Reg. No. | Portion of Work to be Done by Specification Section | Percentage of Total Work |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------|-----------------------------------------------------|--------------------------|
| Brice Mechanics    | 3734 Brachman Dr<br>Sacramento, Ca 95827                                                                                    | CSLB C-20<br>990800     | 100000<br>5621                   | Rust top<br>Sheet Metal                             | 1%                       |
| Sunbelt Controls   | 1040 Riverside Pkwy<br>W. Sac. CA 95605                                                                                     | CSLB<br>800423          | 100000<br>0551                   | Controls<br>Commissioning                           | 27%                      |
|                    |                                                                                                                             |                         |                                  |                                                     |                          |
|                    |                                                                                                                             |                         |                                  |                                                     |                          |
|                    |                                                                                                                             |                         |                                  |                                                     |                          |
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|                    |                                                                                                                             |                         |                                  |                                                     |                          |
|                    |                                                                                                                             |                         |                                  |                                                     |                          |



**THE FOLLOWING FORMS TO BE FILLED OUT AND SIGNED**

**ONLY**

**IF AWARDED CONTRACT**



# CONSTRUCTION AGREEMENT FOR DESIGN-BUILD SERVICES

**THIS AGREEMENT**, dated for identification as of \_\_\_\_\_, 20\_\_\_\_, is between the **CITY OF FOLSOM**, a municipal corporation, (hereinafter called "City"), and \_\_\_\_\_, (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

## 1. CONTRACT DOCUMENTS

- A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents.
- B. The Contract Documents shall include the Notice to Contractors, the completed Proposal Form submitted by Contractor, this Agreement, the Bid Bond, the Performance Bond, the Payment Bond, the Standard Construction Specifications, the General Provisions, the Special Provisions, Exhibits, the Contract Drawings and Plans, the Technical Specifications, any project-specific specifications or documents, all duly issued Addenda, Interpretations, Field Instructions, Written Directives, Supplemental Drawings, the Contractor's Guarantee and Bond, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders.
- C. The Standard Specifications shall mean and refer to the current Standard Construction Specifications of the City of Folsom, which are incorporated herein by this reference as if set forth herein.

## 2. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail. Unless otherwise specifically provided herein, all works and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

## 3. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work called for, and in the manner designated in, and in strict conformity with the Project entitled:

**4. CONTRACT AMOUNT AND PAYMENTS**

City agrees to pay and Contractor agrees to accept, in full payment for the above work, DOLLARS (\$) as the stipulated sum price which Contractor bid in his Proposal Form.

**5. PROGRESS AND FINAL PAYMENTS**

Progress and final payments shall be in accordance with the Standard Specifications.

**6. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR**

When, under the provisions of this Contract, City is authorized to charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

**7. TIME OF COMPLETION**

- A. The entire work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
- B. Failure to complete the entire work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

**8. INSURANCE**

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the Contract Documents, including, but not limited to, Exhibit A, attached hereto and incorporated herein by reference.

**9. NO WAIVER OF REMEDIES**

- A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
- B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

**10. DETERMINATION OF DAMAGES**

- A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions and, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Folsom by reasons of the delay in the completion of the project to serve the public at the earliest possible time.
- B. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein

as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

**11. LIQUIDATED DAMAGES**

- A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be (\$ ) for each Calendar Day, continuing to the time at which the work is completed.
- B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

**12. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS**

- A. In addition to any rights it may have, City may terminate this Contract at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.
- B. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

**13. CONTRACTOR BANKRUPT**

- A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.
- B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the Standard Specifications.

**14. PERFORMANCE AND PAYMENT BONDS**

- A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
  - 1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
  - 2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.
- B. Any alteration or alterations made in any provision of this Contract 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 Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an "Admitted surety insurer," which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. **Contractor must submit** the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.
- D. All bonds submitted shall include the following:

1. Full name and address of the Contractor Surety, and the City;
2. Contract Date;
3. Exact Contract Sum;
4. Project Name and Address;
5. Signature of the Contractor
6. Corporate Seal, if applicable;
7. Signature of Authorized Surety Representative;
8. Notarization of the Contractor and Surety;
9. Power of Attorney; and
10. Local contact for surety, with name, phone number, and address to which legal notices may be sent.

**15. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD**

- A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.
- B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.
- C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

**16. LABOR CODE AND PUBLIC CONTRACT CODE COMPLIANCE**

- A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.
- B. Contractor and its subcontractors shall fully comply with all the provision of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.
- C. Notice: This project may be subject to the skilled and trained workforce requirement under Public Contract Code section 2600. A "skilled and trained workforce" is defined by Public Contract Code section 2601(d).

**17. UNFAIR COMPETITION**

The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

**18. GENERAL LIABILITY OF CONTRACTOR**

Contractor Name  
Project

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. The mention of any specific duty or liability of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

**19. AUTHORITY OF THE CITY**

- A. The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different prime contractors involved with the Work. The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.
- B. The City will administer its authority through a duly designated representative identified at the pre-construction conference. The Contractor and the City's designated representative (the Owner's Representative) shall make good faith attempts to resolve disputes that arise during the performance of the Work.
- C. Any order given by the City not otherwise required by the Contract to be in writing shall be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, order, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.
- D. Any plan or method suggested to the Contractor by the City, the Architect or Consulting Engineer, or the Owner's Representative, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

**20. RESPONSIBILITY OF THE CONTRACTOR**

- A. The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work or the materials occasioned by any cause, and shall bear the entire expense.
- B. The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.
- C. The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Contract Documents, within the time specified.

**21. CORRECTION OF WORK**

- A. The Contractor shall promptly correct all work rejected by the Owner's Representative, Project Inspector or the Architect or Consulting Engineer as defective or as failing to conform to the Contract Documents, whether observed before or after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work including compensation for the Architect's, Consulting Engineer's Project Inspector's and the Owner's Representative's additional services.
- B. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within three (3) days after receipt of written notice from the City to commence and continue correction of the default or neglect with diligence and promptness, the City may, without prejudice to any other remedy it may have, correct the deficiencies and may further elect to complete that portion of the Work through such means as the City may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other appropriate costs, including compensation for the Architect's or Consulting Engineer's, the Project Inspector's and the Owner's Representative's additional services made necessary by the default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the City.
- C. If within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the City, promptly after receipt of a written notice from the City unless the City has previously given the Contractor a written acceptance of such condition. The City shall issue a correction notice promptly after discovering the condition. The Contractor shall notify the City upon completion of repairs. This obligation shall survive termination of the Contract with respect to work in place prior to termination.
- D. The Contractor shall bear the cost of making good work destroyed or damaged by such correction or removal.
- E. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligations which the Contractor might have under the Contract Documents or by operation of law. The establishment of the time period of two (2) years after the Date of Completion, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which an action may be commenced to establish the Contractor's liability with respect to its obligations other than specifically to correct the work

**22. GUARANTEE REQUIRED**

- A. In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and completion of all contract obligations by the Contractor, including formal acceptance of the entire Project by the City. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the City's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. Such guarantee shall be made on the form provided by the City.
- B. The guarantee period for corrected defective work shall continue for a duration equivalent to the

original guarantee period.

- C. Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this Contract in all respects.

**23. NO CHANGES WITHOUT CONSENT**

- A. No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the City, or by CCD signed by either the City or the Owner's Representative, stating that the extra work or change is authorized, and no claim for any addition to the Contract Sum or Contract Time shall be valid unless so authorized; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed. The Contractor shall, when required by the Owner's Representative, furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested by the Contractor, or that may have been ordered by the City.
- B. Change Orders shall specify the cost adjustments associated therewith, and in no case shall the City pay or become liable to pay any sums different than those specified or those established under Sections 9.04 and 9.05.
- C. Substitutions are considered change orders.

**24. CHANGE ORDERS**

- A. Subject to legal requirements relating to competitive bidding, the City may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the City, which shall state the agreement of the City, the Contractor, and the Architect or Consulting Engineer upon all of the following:
  1. The scope of the change in the Work
  2. The amount of the adjustment in the Contract Sum, if any; and
  3. The extent of the adjustment in the Contract Time, if any.
- B. All adjustments to the Contract Sum or the Contract Time must be approved by the City.
- C. Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Change Order as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

**25. CONSTRUCTION CHANGE DIRECTIVE/CCD**

Changes also may be made pursuant to a CCD, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD shall be used in the absence of total agreement on the terms of a Change Order, or when time does not permit processing of a Change Order prior to implementation of the change. CCD's shall be approved by the City and the Architect or Consulting Engineer, but need not be signed by the Contractor. Upon receipt of a CCD, the Contractor shall promptly proceed with the change in the work involved. It is the intent of the City that all CCD's will be converted into a Change Order. When a CCD is used because time does not permit processing of a Change Order prior to implementation of the change, signature by the Contractor on the CCD constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the CCD as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

**26. EXTENSIONS OF TIME; UNAVOIDABLE DELAYS**

Contractor Name  
Project



- A. The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the City, upon a finding of good cause for such extension.
- B. As used herein, the following terms shall have the following meanings:
1. "Excusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor. These events may include strikes, embargoes, fire, unavoidable casualties, national emergency, and stormy and inclement weather conditions in which the Owner's Representative and Project Inspector agree that work on the critical path cannot continue. The financial inability of the Contractor or any Subcontractor or supplier and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section, but shall not entitle the Contractor to any adjustment of the Contract Sum.
  2. "Compensable Delay" means any delay in the completion of the Work beyond the expiration date of the Contract Time caused solely by the wrongful acts of the City and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section and/or an adjustment of the Contract Sum. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
  3. "Inexcusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.
- C. The Contractor may make a claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:
1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. Any adjustment of the Contract Sum shall be in accordance with Article 9 and shall be based only on the non-concurrent portion of any Compensable Delay.
  2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay calculated in accordance with subparagraph B1, if applicable, exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.
- D. Delays in the prosecution of parts or classes of the Work which do not prevent or delay the completion of the whole Work within the Contract Time are not to be considered Excusable or Compensable.
- E. Float or slack time is the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of activities on the Contract Schedule. No time extensions or delay costs will be allowed for delays caused by the City on paths of

activities containing float, providing such delay does not exceed the float time per the latest updated version of the approved Contract Schedule.

- F. Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as good cause for an extension, the Contractor shall notify the Owner's Representative in writing of the delay. The notice shall specify with detail the cause asserted by the Contractor to constitute good cause for an extension together with a detailed schedule analysis showing the effect of the delay on the critical path of the Contract Schedule and a quantification of the length of the requested extension of time. Failure of the Contractor to submit such a notice within seven (7) Calendar Days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any request for extension, and no extension shall be granted as a consequence of such delay.
- G. The City shall have no obligation to consider any time extension request unless the Contractor has complied with the requirements of the Contract Documents, including, without limitation, giving the required seven (7) days' notice and submitting the detailed supporting schedule analysis. The City shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of the City to grant time extensions under the Contract Documents, should the Contractor fail to comply with the submission and justification requirements of the Contract Documents for time extension requests. The Contractor's failure to perform in accordance with the Contract Schedule shall not be excused because the Contractor has submitted time extension requests, unless and until such requests are approved by the City.
- H. Upon receipt of a request for extension, the Owner's Representative shall conduct an investigation of the facts asserted by the Contractor to constitute good cause for an extension. The Owner's Representative shall report the results of this investigation, as well as the propriety of the time extension requested, to the Contractor in writing within ten (10) Calendar Days of receipt of the request and shall indicate whether it will recommend for or against the extension. Upon receiving the Owner's Representative's recommendation, the Contractor may either concur in the recommendation, or reject the recommendation and proceed with a notice of potential claim and claim as provided for in Article 9.

**27. DISCRETIONARY TIME EXTENSIONS FOR BEST INTEREST OF THE CITY**

- A. The City reserves the right to extend the time for completion of the Work if the City determines that such extension is in the best interest of the City. In the event that a discretionary extension is granted at the request of the Contractor, the City shall have the right to charge to the Contractor all or any part, as the City may deem proper, of the actual cost of construction management, engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of the extension, and to deduct all or any portion of that amount from the final payment for the Work.
- B. In the event a discretionary time extension is ordered over the objection of the Contractor, and the decision rests solely with the City and is not legally compelled for any cause, the Contractor shall be entitled to a contract change pursuant to Article 9 adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct result of the delay, upon its written application therefor, accompanied with such verification of costs as the Owner's Representative requires. The decision of the City on any discretionary time extension and the costs thereof shall be final and binding.

**28. TERMINATION FOR CONVENIENCE**

- A. The City may at any time and for any reason, terminate, in whole or in part, Contractor's Work at the City's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's work and the placing of orders for materials, facilities and supplies in connection therewith, and

shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the City, or at the option of the City, the City shall have the right to assume those obligations directly, including all benefits to be derived therefrom. Contractor hereby assigns to the City all of its interest in said orders and/or contracts, and the assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing. Following receipt of notice of termination, Contractor shall thereafter do only such work as may be necessary to preserve and protect portions of its work already in progress and to protect materials and equipment on or in transit to the Project.

B. Upon such termination, Contractor shall be entitled to payment only as follows: (1) Contractor's direct, actual cost of the Work allocable to the portion of the Work completed in conformity with the Contract, but in no event to exceed the amount of the Contract Sum allocable to the portion of the Work completed in conformity with the Contract; plus (2) previously unpaid costs of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work, but in no event to exceed the portion of the Contract Sum allocable to said items; plus (3) an allowance of ten percent (10%) of the foregoing costs for Contractor's overhead and profit; plus (4) any proven losses with respect to materials and equipment directly resulting from the termination; plus (5) reasonable demobilization costs. The costs referred to in this Section shall be calculated and documented as required for a Change Order under Article 9 of these General Provisions, except that markup shall be only as allowed by this Section. There shall be deducted from such sums the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against the City for any additional compensation or damages in the event of such termination and payment beyond that provided for in this Section.

C. In connection with any termination for convenience, Contractor shall allow the City and any of its authorized representatives to inspect, audit, or reproduce any records to the extent necessary for the City to evaluate and verify the costs incurred by Contractor in performing the Work, including direct and indirect costs such as overhead allocations. Contractor will make this material available upon 48-hours' written notice from the City. The City may inspect and copy, from time to time and at reasonable times and places, any and all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), including without limitation, books, papers, documents, subscriptions, recordings, estimates, price quotations, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, and any and all other information or documentation that may, in the judgment of the City have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract Documents. Such records shall include but not be limited to, the following: accounting records, payroll records, job cost reports, job cost history, margin analysis, written policies and procedures, subcontract files (contracts, correspondence, change order files, including documentation covering negotiated settlements), backcharge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other documents customarily maintained by contractors performing work on public works projects or that the City otherwise deems necessary to substantiate charges related to a Termination.

D. If this Contract is terminated for default under Section 5.25, and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

**29. TERMINATION FOR CAUSE**

A. The City may terminate the Contract, pursuant to the provisions of this Article, for the following

Contractor Name  
Project

causes:

1. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor.
2. The Contractor or any of Subcontractors violate any of the provisions of the Contract Documents or fail to perform the work within the time specified in the current Contract Schedule.
3. The Contractor or any of its Subcontractors should fail to make prompt payment to Subcontractors or material suppliers for material or for labor as required by statute.
4. The Contractor or Subcontractor persistently disregards laws, ordinances, or the instructions of the Owner's Representative, Architect, Consulting Engineer or the City.
5. The Contractor fails to abide by a Stop Work Notice or fails to correct rejected work or materials as required.
6. The Contractor fails to provide and keep in full force and effect all required insurance, or fails to cause all Subcontractors to so comply.
7. The Contractor fails to supply a sufficient number of properly skilled workers or proper materials.
8. The Contractor commits any substantial violation of the terms and conditions of the Contract Documents which the City, in its sole discretion, finds to be a material breach of the Contract.

- B. The City may, without prejudice to any other right or remedy, give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract.
- C. Unless within seven (7) Calendar Days of the delivery of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the Contractor and the City, the Contractor's right to complete the Work shall cease and terminate.
- D. In the event of any such termination, the City shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the rights and obligations set forth in the performance bond. If the City is forced to take over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing. Whenever the Contractor's right to proceed is terminated, the Contractor shall not be entitled to receive any further payment until the Work is finished.

**30. TERMINATION AFTER CONTRACT TIME**

- A. In addition to any rights it may have, the City may terminate this Contract at any time after the Contract Time, as adjusted by any extensions of time that the City may have granted.
- B. Upon such termination, in addition to the Contractor's obligations under Section 5.29 and the other provisions of the Contract Documents, the Contractor shall not be entitled to receive any compensation for services rendered before or after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from

such termination date until the Date of Completion, as well as for all losses incurred by the City in completing the Work.

### 31. INDEMNIFICATION

#### 1. Construction-related services:

- A. The Contractor shall defend, indemnify and save harmless the City, the Owner's Representative, the Architect, the Consulting Engineer and any of their respective officers, officials, agents, and employees from any and all claims, demands, damages, costs, expenses, attorney's fees, or liability arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, inverse condemnation, equitable relief, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, Subcontractors or suppliers; provided, further, without limiting the foregoing, that the indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor, the Contractor's agents, employees, independent contractors, Subcontractors or suppliers, and the City, its agents, employees, or independent contractors.
- B. The indemnity obligation expressly extends to and includes, but is not limited to, any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.
- C. The indemnity obligation expressly extends to and includes, but is not limited to, any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, state or local law, including applicable administrative regulations.
- D. The indemnity obligation also expressly extends to and includes, but is not limited to, any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the Work, whether such persons are on or about the Site by right or not, whenever the Work is alleged to have been or may have been a contributing cause in any degree whatsoever.
- E. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the City in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the City or its agents, employees or independent contractors.
- F. In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.
- G. The indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.
- H. The indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.
- I. The indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

**2. Design-related services:**

- A. To the fullest extent permitted by law, Contractor agrees to immediately indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, losses, liability, or damages that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Contractor, its subcontractors, sub consultants, agents, and employees ("Claims"). Contractor assumes no responsibility to indemnify City for the negligent acts or omissions or willful misconduct of City, its officers, officials, employees, agents, and volunteers. The Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Contractor's indemnification obligation shall be in proportion to the established comparative fault of Contractor.
- B. The duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor shall be obligated to defend allegations of Contractor negligence, recklessness or willful misconduct, whether Contractor is specifically identified or not in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its council members, officers, agents and employees, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are partially responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts in a cross-claim, counter claim, third party complaint or defense (affirmative defense or by reference in the action) that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Contractor's share of the cost to defend shall not exceed Contractor's proportionate percentage of fault, and Contractor may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

**32. ASSIGNMENT**

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

**33. AMENDMENTS**

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

**34. INCIDENTAL BENEFICIARIES**

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Contractor. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Contractor that any such person or entity, other than City and Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

### 35. Ownership of Work Product

All technical data, evaluations, reports, plans and other work products of Contractor provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Contractor may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

Both parties recognize that the City is a public entity subject to the requirements of the California Public Records Act ("PRA"). Contractor understands that the release of any written, printed, graphic, or electronically recorded information and document delivered by Contractor to the City will be governed by the PRA and agrees that the release of such material pursuant to the PRA shall not require Contractor's prior consent or approval.

### 35. MISCELLANEOUS PROVISIONS

- A. **Attorneys' Fees:** In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.
- B. This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.
- C. **Enforceability:** If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.
- D. **Time:** All times stated herein or in any other contract documents are of the essence.
- E. **Binding:** This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of City in the same manner as if such parties had been expressly named herein.
- F. **Survivorship:** Any responsibility of Contractor for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.
- G. **Waiver:** In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

### 36. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Agreement between the City and Contractor concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

**37. AUTHORITY TO EXECUTE**

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

**38. COUNTERPARTS**

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

---

**SIGNATURE PAGE IMMEDIATELY FOLLOWS**

Contractor Name  
Project



IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

**CONTRACTOR:**

*(Must be signed by two officers of the corporation in compliance with Corporations Code section 313.)*

|            |                 |
|------------|-----------------|
| _____      | _____           |
| Date       | Tax I.D. Number |
| _____      | _____           |
| Signature  | Signature       |
| _____      | _____           |
| Print Name | Print Name      |
| _____      | _____           |
| Title      | Title           |

**CITY OF FOLSOM, A Municipal Corporation:**

|       |                               |
|-------|-------------------------------|
| _____ | _____                         |
| Date  | Elaine Andersen, City Manager |

ATTEST: FUNDING AVAILABLE:

|                                |      |                                  |      |
|--------------------------------|------|----------------------------------|------|
| _____                          | Date | _____                            | Date |
| Christa Freemantle, City Clerk |      | Stacey Tamagni, Finance Director |      |

ORIGINAL APPROVED AS TO CONTENT: ORIGINAL APPROVED AS TO FORM:

|          |      |                            |      |
|----------|------|----------------------------|------|
| _____    | Date | _____                      | Date |
| Director |      | Steven Wang, City Attorney |      |

**NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.**

**A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of contractor. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."**

Contractor Name  
Project

**EXHIBIT A**  
**INSURANCE**

**NOTE:** The word "Contractor" in this Exhibit refers to either "Contractor" or "Contractor" as the term is used in the Agreement/Contract to which this Exhibit is attached.

A. During the term of this Agreement, Contractor shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. **General Liability:**

- a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:
 

|                                  |                                   |
|----------------------------------|-----------------------------------|
| Each occurrence:                 | One Million Dollars (\$1,000,000) |
| Products & Completed Operations: | One Million Dollars (\$1,000,000) |
| Personal & Advertising Injury:   | One Million Dollars (\$1,000,000) |
- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- g. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **Automobile Liability:**

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
- c. The limits of liability per accident shall not be less than:
 

|                       |                                   |
|-----------------------|-----------------------------------|
| Combined Single Limit | One Million Dollars (\$1,000,000) |
|-----------------------|-----------------------------------|

- d. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.
3. **Workers' Compensation**
- a. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employer's Liability coverage.
- b. Employer's Liability Coverage with a limit not less than \$1,000,000 per accident for bodily injury and disease.
- c. Contractor shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.
4. **Insurance Required in the Supplementary Conditions**  
Contractor shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.
5. **Professional Liability Insurance**  
If required errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per claim.
6. **Other Insurance Provisions**
- a. The Contractor's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
- i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor in a form acceptable to the City Attorney.
- ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to the City.
- iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
- b. For any claims related to the project, the Contractor's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- d. The Contractor's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its

officers, officials, employees, agents, and volunteers.

- e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after 30 days prior written notice by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
7. **Acceptability of Insurers**  
Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
  8. **The Contractor shall furnish the City with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. The Contractor shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**
  9. **The Contractor shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Contractor or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the contract.**
  10. **Such report shall contain:**
    - a. the date and time of the occurrence,
    - b. the names and addresses of all persons involved, and
    - c. a description of the accident or occurrence and the nature and extent of the injury or damage.
  11. **The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.**
  12. **If the Contractor fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the contract.**
  13. **Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the contract.**
  14. **The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.**
  15. **The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.**
  16. **In the event Contractor carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Contractor's Excess Liability Coverage.**

**PAYMENT BOND**

BOND NO.: \_\_\_\_\_

PREMIUM: \_\_\_\_\_

**City of Folsom**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**THAT WHEREAS,** the CITY OF FOLSOM (hereinafter referred to as "CITY") has awarded to \_\_\_\_\_, (hereinafter designated as "Principal") an agreement for the City of Folsom Sports Courts Resurfacing Project (hereinafter referred to as the "Project").

**WHEREAS,** the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

**WHEREAS,** said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

**NOW, THEREFORE,** we, the undersigned Principal and

\_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations

January 2022

Payment Bond

entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: \_\_\_\_\_

By: \_\_\_\_\_

Surety: \_\_\_\_\_

APPROVED AS TO FORM

Address: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Telephone: \_\_\_\_\_

Attorney in Fact: \_\_\_\_\_

**(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)**

**NOTICE:**

**A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.**

**PERFORMANCE BOND**

BOND NO.: \_\_\_\_\_

PREMIUM: \_\_\_\_\_

**City of Folsom**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF FOLSOM (hereinafter referred to as "CITY") has awarded to \_\_\_\_\_, hereinafter designated as the "Principal" a contract for the City of Folsom Sports Court Resurfacing Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the two-year guarantee of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the CITY's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the CITY may reject any design-builder, contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: \_\_\_\_\_

By: \_\_\_\_\_

January 2022

Performance Bond



Surety: \_\_\_\_\_

APPROVED AS TO FORM

Address: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Telephone: \_\_\_\_\_

Attorney in Fact: \_\_\_\_\_

**(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)**

**NOTICE:**

**A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.**

**GUARANTEE FORM**

\_\_\_\_\_ hereby unconditionally guarantees that the Work performed for the **(Folsom City Hall Boiler & HVAC Replacement Design-Build Project)**, has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of **two (2) years** from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the City of Folsom, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the City of Folsom's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City of Folsom, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Folsom of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City of Folsom to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City of Folsom shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City of Folsom, or its property or licensees, the City of Folsom may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of

this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City of Folsom's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City of Folsom's rights on such contract.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

# ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between \_\_\_\_\_  
whose address is \_\_\_\_\_,  
hereinafter called Owner, \_\_\_\_\_ whose address is \_\_\_\_\_,  
hereinafter called Contractor, and \_\_\_\_\_  
whose address is \_\_\_\_\_,  
hereinafter called Escrow Agent.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (in the amount of) \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be

subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:

Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**SUPPLEMENTARY CONDITIONS  
FOR  
CITY OF FOLSOM  
CITY HALL HVAC & BOILER REPLACEMENT DESIGN-BUILD PROJECT**

**1. Summary**

A. The following modifies and supplements the City of Folsom Department of Public Works Standard Construction Specifications, which are a part of this Contract. The above named General Conditions are modified as follows:

1) Where any part of the General Conditions is modified or deleted, unaltered provisions shall remain in effect.

**2. Specifications**

A. The work to be performed under this contract shall be done in accordance with the Supplementary Conditions contained herein. In these Supplementary Conditions, reference is made to the most current editions of:

B. City of Folsom Standard Construction Specifications referred to herein as Standard Specifications, and

C. California Building Code 2016 Edition as adopted by the City of Folsom effective January 2017 including but not limited to Chapter 1609.5 and Chapter 33.

D. State Specifications, State of California.

E. The Proposal Specifications shall govern first, followed by the Plans, Supplementary Conditions, Standard Specifications and State Specifications respectively.

**3. List of Subcontractors**

A. The Contractor shall perform, with the Contractor's own organization and with workers under the Contractor's immediate supervision, work of a value not less than 25 percent of the value of all work embraced in the contract. All other requirements of **Section 2.05** of the General Provisions shall remain in effect as a part of this Contract.

**4. Completion Time**

A. The time limit for the completion of all work is **60 (Sixty) calendar days** from the Notice to Proceed.

**5. Interpretation of Contract Documents**

A. No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents.

B. Requests for interpretation shall be made in writing and delivered to the City at least five (5) days before the time announced for opening the proposals.

C. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

D. Requests for information regarding this procedure or other similar information shall be directed to Chris O'Keefe, Facilities Maintenance Supervisor, City of Folsom, 50 Natoma Street, Folsom CA 95630, 916-461- 6684 / email COkeefe@folsom.ca.us.

E. It shall also be the bidder's responsibility to call to the attention of the Project Manager any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Project Manager at least one (1) week prior to the bid opening date.

- F. The Contractor will be furnished, free of charge, five (5) copies of Project Manuals for execution of the Work.
- G. Any work called for in the Drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both.
- H. Work not particularly detailed, marked, or specified shall be the same as similar parts that are detailed, marked or specified.
- I. In case of conflict between the Drawings and Specifications, the Drawings shall govern in matters of quantity, the Specifications in matters of quality.
- J. The general character of the detail work is shown on the Contract Drawings.
  - 1) The Contractor will furnish shop drawings and additional details, if necessary, to more fully explain the work and it shall be considered a part of the Contract.
  - 2) Any work executed before receipt of such details, if not in accordance with it, shall be removed and replaced, or adjusted, as directed, without expense to the Owner.
    - a. Should any detail submitted later than the Contract Drawings, be in the opinion of the Contractor, more elaborate than the Contract Drawings and the Specifications indicate, written notice thereof shall be given to the Owner within five days of receipt of same.
    - b. The claim will be considered, and, if justified, said detail drawings will be amended or the extra work authorized; non-receipt of such notice shall relieve the Owner of any claim.

**6. Review of Contractor's Information (Submittals)**

- A. When review and checking for acceptance is required of any drawing, or information regarding materials and equipment, the Contractor shall prepare or secure, and submit for review, three (3) copies.
- B. Deliver submittals to City of Folsom Parks & Recreation Department at 50 Natoma Street, Folsom, California 95630. Attention: Chris O'Keefe, Facilities Maintenance Supervisor Submittals may also be sent electronically to [cokeefe@folsom.ca.us](mailto:cokeefe@folsom.ca.us)
- C. The Project Manager, after taking appropriate action, will return one (1)-marked copy to the Contractor. The City of Folsom submittal review is performed to determine that the Submittal is in conformance with the design intent.
  - 1) "Design intent" and "design concept" shall mean the general purpose of the design or plan.
  - 2) It shall not encompass particular calculations, dimensions, quantities, or other means by which the Contractor intends to carry out the plan."
- D. Transmit each item under City of Folsom - accepted form. Bind submittals with index tabs. Identify:
  - 1) Project
  - 2) Contractor
  - 3) Subcontractor
  - 4) Drawing sheet and detail number submittal refers to
  - 5) Specification section number, as appropriate
  - 6) Deviations from Contract Documents
  - 7) Provide space for City of Folsom review stamps
- E. Product Data Submittals: Each copy of product data shall be marked to identify:
  - 1) Applicable products, models, options, which bid item the submittal is related to
  - 2) Performance data



- 3) Information unique to the Work
- 4) Manufacturers' installation instructions
- 5) Major supplier
- 6) Manufacturers' samples of standard colors, textures, and patterns for City of Folsom's selection (City of Folsom shall make selection of colors)

#### 7. Substitutions

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
  - 1) Request constitutes a representation that Contractor:
    - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
    - b. Will provide the same warranty for substitution as for specified product.
    - c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects at no additional cost to the City.
    - d. Waives claims for additional costs and/or contract time which may subsequently become apparent.
- B. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- C. City of Folsom will determine acceptability of proposed substitution.
  - 1) If, upon City of Folsom review of a substitution, it is determined by the City of Folsom that the substitution is not acceptable, for whatever reason, the Contractor shall supply the specified product or products.
- D. The City of Folsom can, at its option, require as a condition of acceptance of a substitution that the Contractor provide a credit to the City of Folsom for the difference in cost of product(s) or components, or systems proposed as a substitution.

#### 8. Schedule of Values

- A. The Schedule of Values shall be submitted to the Project Manager along with the signed Agreement.
- B. Project Manager may request copies of all Subcontractor contracts to substantiate the Schedule of Values as submitted by the Contractor.
- C. Include sufficient detail under each specification section to identify materials and quantities; use additional sections as required to address items not identified under sections listed.
- D. The schedules shall be revised, as the project progresses, to list change orders, for each application for payment.

#### 9. Shop Drawings:

- A. Before submission of each Shop Drawing or sample, the Contractor shall determine and verify all:
  - 1) Calculations
  - 2) Quantities
  - 3) Dimensions
  - 4) Specified performance criteria
  - 5) Installation requirements
  - 6) Materials

- 7) Catalog numbers
  - 8) Similar data with respect thereto
  - B. Contractor shall review or coordinate each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the work and contract documents.
  - C. Contractor will stamp his approval on each sheet of Shop Drawings and verify the review in writing.
  - D. At the time of each submission, the Contractor shall give the City of Folsom specific written notice of each variation, deviation, or change that the Shop Drawings or samples may have made from the requirements of the Contract Documents and, in addition, shall note specifically every variation on each Shop Drawing submitted to the City of Folsom for review and approval.
- 10. Review of Shop Drawings:**
- A. Shop Drawings will not be checked for exactness, accuracy or correctness.
  - B. The City of Folsom is entitled to rely on the Shop Drawings submitted by the Contractor as exact, accurate, and correct drawings.
  - C. The City of Folsom review of Shop Drawings for deviation, variations and changes shall be limited to the deviations, variations and changes of which the Contractor has notified the City of Folsom in writing.
  - D. Such deviation, variation and changes shall be shown on the Shop Drawings by means of a cloud or darkening of the area requiring review.
  - E. Absent written notice and clouding, City of Folsom shall have no liability for review of any deviation, variation, or changes reflected in the Shop Drawings.
- 11. Record Drawings**
- A. The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all mechanical, electrical, and instrumentation equipment; piping and conduit; structures; and other facilities.
  - B. Drawings shall be kept current weekly, with all work instructions and change orders; mechanical, electrical, and instrumentation equipment accommodations; and construction adjustment.
  - C. Drawings shall be subject to the inspection of the Project Manager at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current.
  - D. The Contractor will supply one (1) set of Record Drawings on screened mylars to the City. The Contractor is responsible for the cost of this and any additional sets.
  - E. Prior to acceptance of the Record Drawings, the Contractor shall deliver to the Project Manager two (2) blue print sets of neatly marked record drawings accurately showing the information required above. All markings shall be neatly drafted using mylar pencil or indelible ink; smudgable or smearable pencil or pen marks will not be accepted. The City shall review for completeness and accuracy, comment / approve, and return to the Contractor for revisions if necessary to the final mylar Record Drawings. Submit final Record Drawings prior to receipt of final payment.
- 12. Materials and Equipment**
- A. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
  - B. The City of Folsom may reject as non-complying such material and products that do not bear identification satisfactory to the Project Manager as to manufacturer, grade, quality, and other pertinent information.

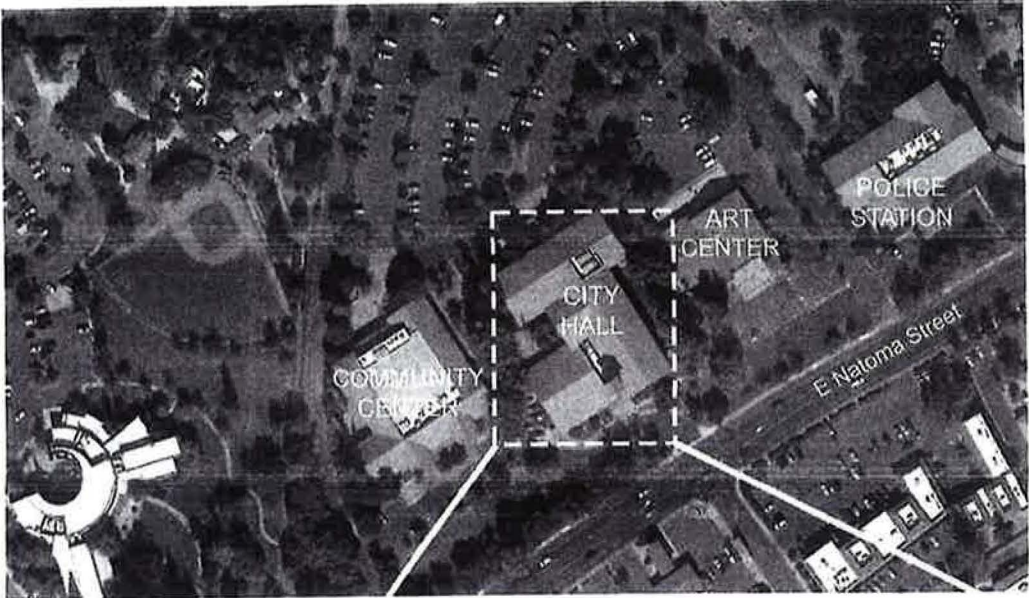
- C. **Storage:** Except as otherwise approved by the Project Manager, determine and comply with manufacturer's recommendations on product handling, storage and protection with seals and labels intact and legible until time of use.
- 1) Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
  - 2) For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
  - 3) Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
  - 4) To facilitate efficient construction progression, as well as ordering and delivery of materials, the City may pay for stored materials with each progress payment under this contract. Discretion for this decision shall lie with the Park Planning Superintendent.
- D. In event of damage, promptly make replacements and repairs to the approval of the City of Folsom and at no additional cost to the City of Folsom.
- E. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the City of Folsom.
- F. Additional time required to secure replacements and to make repairs will not be considered by the City of Folsom to justify an extension in the Contract Time of Completion.
- G. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.
- 13. Manufacturer's Directions**
- A. Manufactured articles, material, and equipment shall be applied, installed, connected, erected, adjusted, tested, used, cleaned, and conditioned as recommended by the manufacturer unless specified to the contrary.
  - B. Copies of the manufacturer's installation instructions and procedures shall be submitted prior to the installation of manufacturer's articles, material and equipment.
- 14. Protection of Existing Improvements**
- A. Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations.
  - B. All trees, shrubbery, fences, walls and other improvements including roof areas not a part of this project, existing pavements and sidewalks, shall be protected from damage by the Contractor throughout the construction period.
  - C. All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.
  - D. The cost for protection of existing improvements shall be included with those bid items the bidder deems appropriate; the Contractor shall be liable for costs of repairing damage to existing improvements and roof area not a part of this project.
- 15. Construction Facilities and Temporary Controls**
- A. The Contractor shall provide and maintain the following facilities throughout the construction of the project:
  - B. Temporary Roof Protection: If a weather event (rain, etc.) occurs at any time during the construction period, the contractor is responsible for providing temporary rain protection for the City Hall. Boiler/HVAC equipment. Temporary rain protection means absolutely no water

- intrusion into the building. This temporary rain protection shall be fully secured in place and remain in place until said weather event is completely over.
- C. Provide construction fencing as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- 1) The contractor shall provide for public access around the perimeter of the area at all times
  - 2) Equipment/vehicular and pedestrian gates with keyed locks; provide keys to the City of Folsom Project Inspector and Project Manager.
  - 3) **All gates and fences shall be securely locked, or securely attached at the conclusion of each day's work.** Provide high visibility fence around trees and plants designated to remain.
  - 4) Protect against vehicular traffic, dumping, chemically injurious materials and puddling or continuous running water.
  - 5) Contractor shall maintain security at all times until project acceptance by the City.
- D. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing construction facilities and temporary controls shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed, therefore.
- 16. Temporary Electricity**
- A. The Contractor is responsible for providing portable, temporary electrical power as required to perform the proposed work if existing electrical power is unavailable.
- 17. Temporary Water**
- A. Temporary water connections for construction: Including connection to existing hose bibs so that water is available by use of hoses. City of Folsom will pay for water used.
- 18. Project Closeout**
- A. The Contractor shall comply with procedures stated in General Specifications and General Provisions of the Project Manual prior to issuance of Certificate of Substantial Completion.
- B. When Contractor considers Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Project Manual and ready for City of Folsom inspection.
- C. In addition to submittals required by the conditions of the Project Manual, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Final cleaning, per **Section 7.27** of the General Provisions, shall be complete prior to final inspection.
- 1) Clean equipment and fixtures to a sanitary condition, clean or replace filters on mechanical equipment. Clean roof drainage systems.
  - 2) Clean site; sweep paved areas, rake clean other surfaces.
  - 3) Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.
  - 4) Remove temporary materials, equipment, services and construction prior to Substantial Completion inspection.
  - 5) The Contractor shall clean and repair damage caused by installation or use of temporary facilities.
  - 6) Restore existing facilities used during construction to specified, or to original, condition.

- E. Record drawings shall be provided, in accordance with paragraph VI-E of these general requirements, with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
  - F. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in project closeout shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefore.
- 19. Construction and Demolition Debris**
- A. The Contractor shall insure compliance with City of Folsom Ordinance No. 1056.
  - B. The Contractor shall contract with a single City-approved and permitted Construction and Debris Hauler.
  - C. The Construction and Debris Hauler is responsible for the payment of Construction and Demolition Debris Administrative Fees with the City of Folsom Utilities Department.

**END SUPPLEMENTARY CONDITIONS**

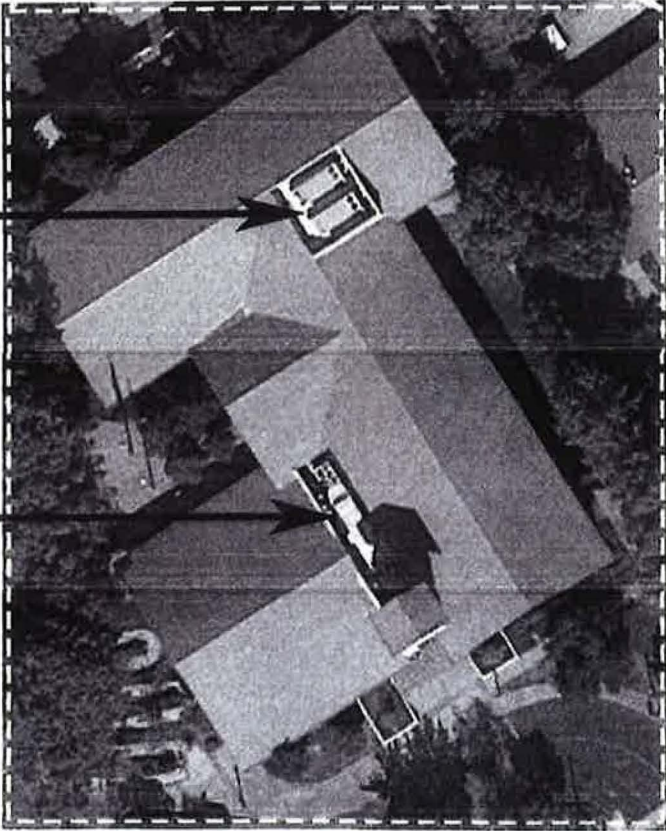
# Folsom City Hall Design-Build Boiler & HVAC Replacement Project



**Existing HVAC Units**



**Existing HVAC Units**



## Appendix B: Folsom City Hall HVAC Location Map

**Attachment  
Commissioning Checklist for Each HVAC Unit (to be provided with Submittal)**

PROJECT: \_\_\_\_\_

Equipment: \_\_\_\_\_

Name/Tag: \_\_\_\_\_ Location: \_\_\_\_\_

| ITEM                                                                                  | ☐ | COMMENTS |
|---------------------------------------------------------------------------------------|---|----------|
| <b>PRE-START-UP INSPECTION</b>                                                        |   |          |
| Commissioning lock-out procedures reviewed                                            |   |          |
| Operation and maintenance information                                                 |   |          |
| Mounting/support system and vibration isolation                                       |   |          |
| Seismic restraints                                                                    |   |          |
| Equipment guards                                                                      |   |          |
| Alignment & V-belt tension                                                            |   |          |
| Freedom of rotation                                                                   |   |          |
| Lubrication                                                                           |   |          |
| Plenums clean and free of loose material                                              |   |          |
| Temporary start-up filters                                                            |   |          |
| Fire & balance dampers positioned                                                     |   |          |
| Access doors, insulation, and interior lights                                         |   |          |
| Filter bank, DP switch gauge and photohelics                                          |   |          |
| Local valving/piping (gas, condensate, pans, drains)                                  |   |          |
| Motorized dampers                                                                     |   |          |
| D/X expansion (cooling) coil and compressor                                           |   |          |
| D/X condensing coil and fans                                                          |   |          |
| Gas piping and valving complete                                                       |   |          |
| Gas inspection certificate                                                            |   |          |
| Regulatory authority approved installation and burner control (certificate available) |   |          |
| Building cleanliness                                                                  |   |          |
| Electrical wiring complete                                                            |   |          |
| Overload protection (sized correctly)                                                 |   |          |
| Disconnect switch (tested)                                                            |   |          |
| Local control module with DDC interface                                               |   |          |
| Control system - point to point checks complete                                       |   |          |
| <b>START-UP</b>                                                                       |   |          |
| Start-up by manufacturer's representative with report and certificate or log provided |   |          |
| Direction of rotation                                                                 |   |          |
| Electrical interlocks - stop/start                                                    |   |          |
| Local air leakage acceptable                                                          |   |          |
| Vibration & noise level acceptable                                                    |   |          |
| Motor Amps - Rated: Actual: _____                                                     |   |          |
| Motor Volts - Rated: Actual: _____                                                    |   |          |
| Final operating filters installed                                                     |   |          |

**AK**  
MECHANICAL  
AK Mechanical Inc.  
1040 Paso Diablo Ct.  
Placerville, Ca. 95667  
Ca. Lic. 973241  
Phone 530 417 2862

**TO: Chris Okeef**  
**City of Folsom, CA**  
**Folsom City Hall**  
**50 Natoma Street**  
**Folsom, CA 95630**

**Proposal Folsom City Hall Boiler and HVAC Replacement Project:**

AK Mechanical Inc. proposes to replace four rooftop package units, two boilers, and VAV control system per Folsom City Hall Boiler and HVAC Replacement Project RFP.

Carrier equipment, Lochinvar 97% boilers, and ALC controls.

Includes preconstruction drawings per RFI and equipment submittals for approval.

Obtain building permits as required

**A/C unit scope:** Remove A/C 1, 2, 3, and 4 and replace with new units. Includes: Units, curb adaptors, control wiring, new disconnects and electrical wiring from rooftop POC. Condensate piping. Gas piping at A/C 2. Start up and startup report. Crane rental, and unit disposal. All work is above the roof line.

**Price: \$529,534.00**

**Scope Boilers:** Remove two boilers and replace with two new boilers with fixed speed primary pumps. Includes all necessary hydronic, condensate, and gas piping. Hydronic piping insulation. Secondary drain pan and flue pipe. Power wiring. Start up and startup reports. Crane rental and disposal. All work is inside the boiler room. **Price: \$102,509.00**

**Add for variable speed primary pumps. \$4,977.00**

**Scope controls:**

- All existing raceways, gutters, and panels shall be used
- All existing BMS panel and VAV 24vac transformers shall be used
- Provide all cabling, hardware, field components materials
- Provide and install (1) Work station and (1) building level router
- provide new DDC system licensing at the current revisions including all software patches, and update
- Install new Bacnet MS/TP Communication cabling to all new proposed DDC devices
- Install new Bacnet MS/TP Communication cabling to the new AHU/RTU equipment
- Variable Air Volume (VAV) Terminal Units; Hardwired Control:
- Provide new communication cable to new room temp sensors, with set point adjust, local override, and LCD
- Provide and install (75ea) terminal unit controllers integral damper actuators, and velocity DP transducer
- Provide and install (75ea) zone temp sensors, with set point adjust, local override, and LCD
- Provide and install (45ea) plenum discharge air temp sensor, and hot water valve
- Provide 10% of the zone sensors with CO2 feature
- Provide (45ea) pressure dependent 2-way valve/actuator assemblies
- Provide VAV single zone with hot water reheat vav programming with setpoint adjust (+/-2F)



- ☑ Provide VAV single zone CO2 minimum CFM reset programming for areas requiring demand control ventilation
  - ☑ Provide new VAV zone graphic to reflect new equipment controls with the following operator graphical control: Cooling and heating set point adjust, CFM setpoint adjust, Damper position override, Zone occupancy override
  - ☑ Provide scheduling, alarming and trending of critical points
  - ☑ Provide VAV CFM 4-Point calibration for (75) terminal units at the DP inlet Velocity port; Provide 4-Point calibration documentation for measured results
  - AHU Programming Optimization:**
  - ☑ All new proposed AHU/RTU shall be controlled by Integration ONLY; all hardwired I/O controls are Excluded
  - ☑ Provide integration operational programming with terminal zone feedback for servicing AHU reset strategies: Schedule Occupancy, Supply Air Temperature Setpoint Reset, Supply Duct Pressure Setpoint Reset
  - ☑ Provide new AHU/RTU equipment graphic to reflect the available integration points
  - ☑ Provide point trending, and alarming
  - Hot Water System:**
  - ☑ Re-use the existing DDC panel and 24vac power transformer inside the boiler room
  - ☑ Provide and install (1) Controller with I/O to cover the proposed point plus 10% spare and output HOA
  - ☑ Provide and install the following field components and wire to the Distech controller as shown per M401: (1) outdoor air temperature sensor, (2) boiler start/stop output relays, (2) boiler status dry contact inputs, (1) hot water supply immersion temperature sensor and well, (1) hot water return immersion temperature sensor and well, (2) pump start/stop output relay, (2) pump CT status input
  - ☑ Reuse the existing hot water valve/actuator assembly (1) hot water valve modulating output
  - ☑ Provide system supply water setpoint sequence of operation with lead/ standby boiler staging's programming
  - ☑ Provide hot water system setpoint write capabilities
  - ☑ Provide hot water system graphics to reflect the proposed points ☑ Provide hot water system trending and alarming
  - ☑ Provide startup and functional testing support
  - ☑ B-1, B-2: Integration Monitoring and Control
  - ☑ Provide and install new Bacnet MS/TP cabling to each boiler communication cased
  - ☑ Provide Bacnet integration program for the following features: each boiler available display/ status points for monitoring, each boiler supply water writable setpoint
  - ☑ Provide equipment graphic for each boiler
  - Site Graphics:**
  - ☑ Provide new site graphical user interface navigation
  - ☑ Provide new first floorplan overview to reflect current wall layout and zoning
  - ☑ Provide new second floorplan overview to reflect current wall layout and zoning
  - ☑ Provide new Rooftop floorplan overview to reflect current wall layout and zoning
  - ☑ Each floorplan overview shall have hyper link to serving AHU/RTU/terminal zone equipment
  - Control Drawing:**
  - ☑ Provide electric pdf As-Build Control Drawing follow project completion.
  - ☑ Provide (2) 17x11 hardcopy As-Build Control Drawing follow project completion
  - ☑ Drawings shall include network riser, network subnet riser, vav unit drawing, and VAV cfm setpoint schedule
  - ☑ Create a database backup following project completion and move to customer designate location
- Price: \$332,982.00**

**Two year warranty period maintenance: Quarterly maintenance inspections. Bi-annual filter changes. Biannual condenser coil cleaning. Includes two year cellular based remote DDC control system access Price; \$ Included**

**Clarifications:**

- Existing duct work and VAV boxes to be reused. VAV boxes to be evaluated in progress and replacement to be quoted extra as needed, if needed.
- Existing VAV piping components to be reused, only control valves are included.
- Liquidated damages and engineering time frames to be negotiated based on availability of materials and equipment as current lead times are sometimes three to five months.
- Equipment lift to be performed on separate Saturdays for north equipment well, and south equipment well. All other work to be performed on regular time.
- Existing primary hot water pumps to be reused.
- Price assumes that structural engineering is not required as equipment weights will be similar to existing.
- New labeling at units, disconnect and VAV locations included.
- Price is good for 30 days

**Exclusions:**

- New or additional vibration isolation at unit curbs.
  - Air or water balance
- Data center work not included
- Anything else not mentioned above.

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Phone 530 417 2862

**AK Mechanical Project Members for Folsom City Hall HVAC Project**

**Scott Keeling-Estimator/Manager**

Alternate: Jason Ayule  
Experience: Over 40 years of Union Mechanical Construction and Service Knowledge Including 10 years servicing Folsom City Hall  
Completed Projects: Sutter Stockton Blvd MOB tenant improvements, Sacramento, CA., Fresenius Kidney Care Diablo East Antioch Dialysis Center. ALC Controls retrofits; State fund, Sac CA, 2000 Evergreen Sac, CA.

**Jason Ayule-Owner/Construction Manager**

Alternate: Scott Keeling  
Experience: Over 25 years of Union Mechanical Management service Including 10 years servicing Folsom City Hall  
Completed Projects: Sutter Stockton Blvd MOB tenant improvements, Sacramento, CA., Fresenius Kidney Care Diablo East Antioch Dialysis Center. ALC Controls retrofits; State fund, Sac CA, 2000 Evergreen Sac, CA

**Philip Snyder-General Foreman**

Alternate: Gabe Skelton  
Experience: 20-years of local 447 union membership and construction/retrofit related projects.  
Completed Projects: Sutter Stockton Blvd MOB tenant improvements, Sacramento, CA., Fresenius Kidney Care Diablo East Antioch Dialysis Center. Sierra Health Boiler Replacement Sacramento, CA

**Alexandria Zepeda-Project Coordinator**

Alternate: Scott Keeling  
Experience: 5-years working for AK mechanical.  
Completed Projects: CADA HVAC Retrofit, Multiple Sites, Sacramento, CA. Sierra Health Boiler Replacement, Sacramento, CA.

**Al Amini-Lead Electrician**

**Alternate: Jason Ayule**

**Experience: Over 35 years commercial and industrial electrical service.**

**Completed projects: 1545 River Park Drive Sacramento Main Panel Switch Retrofit. 1610 Arden Way Sacramento Main breaker retrofit. California American Water: Well 4 Electrical Rehab, Well 16 Electrical Rehab, Well 18 Electrical Rehab. Preferred Contractor for Site Controls and Motor controls**

**AK Mechanical prides itself on developing long-term relationships with our clients. We bring our Design Build coordination abilities along with our with budget development processes to the General Contractor and other trade team members. Our years for constructability experience has proven to be an asset to maintaining targeted budgets and schedule milestones. Many of our projects are direct to owner which allows us to build and maintain services throughout the construction and buildings operations well after the construction or tenant improvement is completed.**



AK Mechanical Inc.  
1040 Paso Diablo Ct.  
Placerville, Ca. 95667  
Ca. Lic. 973241  
Phone 530 417 2862

## Cost Proposal

|                             |              |
|-----------------------------|--------------|
| DDC Controls Retrofit       | \$332,982.00 |
| A/C 1 Replacement           | \$253,052.00 |
| A/C 2 Replacement           | \$60,726.00  |
| A/C 3 Replacement           | \$107,878.00 |
| A/C 4 Replacement           | \$107,878.00 |
| Boiler Replacement (2) each | \$102,509.00 |

Two-year HVAC maintenance, bi-annual filter changes, and bi-annual coil cleaning included.

Two-year remote system access included in pricing



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **973241**

Entity **CORP**

Business Name **AK MECHANICAL INC**

Classification **C20 C10 C36**

Expiration Date **05/31/2022**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



**BUSINESS LICENSE**

\*For Services Provided in the Unincorporated  
Areas of El Dorado County Only

**COUNTY OF EL DORADO**

07/26/2022 Item No.7.

KAREN COLEMAN, MBA | M.A.C.C. | TREASURER  
360 Fair Lane - Placerville, CA 95667  
Phone: (530) 621-5800

**BUSINESS NAME:** AK MECHANICAL INC

**NONTRANSFERABLE**

**BUSINESS TYPE:** CONTRACTOR - SPECIALTY

**BUSINESS OWNER:**

**DESCRIPTION:**

**BUSINESS LOCATION:** 1040 PASO DIABLO CT  
PLACERVILLE, CA 95667-3038

**TAX #** 051962

AK MECHANICAL INC  
1040 PASO DIABLO CT  
PLACERVILLE, CA 95667-3038

**Business License Number:** 051962

**Expiration Date:** July 31, 2022

**By:**

*K. E. Coleman*  
K. E. Coleman, MBA  
Treasurer - Tax Collector

TO BE POSTED IN A CONSPICUOUS PLACE

TC \_\_\_\_\_

# Folsom City Hall HVAC Retrofit Proposal May 3<sup>rd</sup> 2022



## PREPARED FOR

**Chris Okeefe**  
**City of Folsom**  
**Natoma St Folsom CA**  
**Folsom , CA 95814**  
**cokeefe@folsom.ca.us**

## PREPARED BY

**Jim Mears**  
**AIR SYSTEMS SERVICE & CONSTRUCTION**  
**10381 OLD PLACERVILLE ROAD Suite 100**  
**SACRAMENTO, CA 95827**  
**jmears@alrsystems1.com**



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- **Controls**
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  - **Assumptions & Clarifications**
  - **Exclusions**
- **Project Pricing**

# *To Inspire and Deliver Value*

**There are several reasons why Air Systems Service & Construction is the right choice for your project:**

**We have Passion ♦ We are Talented ♦ We Innovate ♦ We Collaborate ♦ We Deliver Value**

**Each project is unique in many ways, and the design shows a commitment to differentiate and define itself as such. The Mechanical and Plumbing trade partners that are selected to team on this project must have the same appreciation and understanding of the unique nature of the project as the team who conceived of it. Air Systems Service & Construction is perfectly equipped to be that partner.**

**Air Systems Service & Construction's creative, proactive and aggressive pre-construction efforts will yield the most cost effective mechanical and plumbing package for each project.**

**Air Systems Service & Construction's experience allows us to anticipate project challenges and assist in team resolution, saving your project future costs and potential project delays.**

**Safety is one of Air Systems Service & Construction's highest priorities. Our culture of safe work practices consistently delivers a low MOD rate, and the resultant overhead cost savings provides a direct benefit to each project, as well as minimizing project impacts due to incidents.**

**Together we will establish a prioritized coordination and design/construction schedule with critical path milestones for integrated information flow to all the design entities and trade partners. This prioritized schedule will assist in allowing all parties to be more efficient, and assures that the team stays on track and minimizes or eliminates project impacts**



# HVAC Project Summary

07/26/2022 Item No.7.

**This proposal is for the replacement of (QTY-4) Roof top Air Handling units, This will not be a direct fit, curb adapter will be needed. Both of the Hydronic boiler's will be swapped out as well. Air Systems Service and Construction has performed a thorough review of the project site and equipment submittals Crane events will happen on a Saturday for Safety reasons. The equipment can not be hoisted over an occupied building.**

## **HVAC (QTY-4)**

### **BASE SCOPE OF WORK**

1. Provide engineering and permit for scope of work listed below.
2. Provide disconnect and safe-off of all electrical serving the unit.
3. Provide disconnect of existing condensate piping.
4. Provide disconnect of existing controls at the unit.
5. Provide disconnect of supply and return air ductwork at point of connection to unit.
6. Provide preparation of existing equipment for crane pick.
7. Perform on-site crane safety meeting with project team.
8. Perform crane pick.
9. Provide proper disposal of the existing equipment per EPA guidelines
8. Furnish and install new equipment in place.
9. Provide reconnection of existing supply and return ductwork to the new unit.
10. Provide reconnection of existing electrical to factory installed disconnect and fuses.
11. Provide re-connection of controls to the unit.
12. Provide reconnection to existing utilities.
13. Provide FACTORY start-up of newly installed equipment to ensure proper operation .
14. Provide all closeout documentation on ASSC provided equipment to include;
  - a) Operation and Maintenance Manuals
  - b) Warranty Documents
  - c) Start Up Documents
  - d) Title 24 Documents

# HYDRONIC BOILER REPLACEMENT

## BASE SCOPE OF WORK

1. Provide engineering and permit for scope of work listed below.
2. Provide disconnect and safe-off of all electrical serving the Boilers and pump.
3. Provide disconnect of existing condensate piping.
4. Provide disconnect of existing controls at the Boilers.
5. Provide disconnect of existing condensate piping.
6. Provide disconnect of supply and return Hot water piping.
7. Provide disconnect of gas piping.
8. Provide preparation of existing equipment for removal.
9. Provide proper disposal of the existing equipment per EPA guidelines.
8. Furnish and install new equipment in place.
9. Provide reconnection of existing supply and return ductwork to the Boilers.
10. Provide reconnection of existing electrical to the new Boilers.
11. Provide re-connection of controls to the Boilers.
12. Provide reconnection of the gas piping.
13. Provide FACTORY start-up of newly installed equipment to ensure proper operation .
14. Provide all closeout documentation on ASSC provided equipment to include;
  - a) Operation and Maintenance Manuals
  - b) Warranty Documents
  - c) Start Up Documents
  - d) Title 24 Documents

# CONTROLS PROJECT NARRATIVE

We are pleased to present for your consideration our proposal to provide the replacement of the existing **Trane Tracer controls at Folsom City Hall** with current hardware and software from Carrier i-Vu.

## CONTROLS BASE SCOPE OF WORK

1. Provide and install the following hardware/software:

### FRONT END

- (1) i-Vu Open Pro 750 interface software
- (1) i-Vu XT Router
- (1) Web server, monitor, keyboard and mouse

### ZONE CONTROL

- (75) i-Vu Zone Controllers with actuators
- (69) i-Vu Plus space temperature sensors with adjustable slide and pushbutton override
- (6) i-Vu Plus space temperature and CO2 combo sensors with adjustable slide and pushbutton override for conference rooms. If more conference rooms are discovered then we will need to issue a change order to capture the additional cost.

### AC UNIT CONTROL

- (4) i-Vu TruVu Processors for AC-1, AC-2, AC-3 and AC-4
- (4) i-Vu OPN-UPC translators for integration to new Carrier units
- (8) Static pressure transducers for duct and building pressure

### BOILER SKID CONTROL

- (1) i-Vu TruVu Processor and I/O expander for the boiler skid
- (1) Current sensor for pump status
- (4) Water temperature sensors for primary and secondary supply and return
- (1) Outside air temperature sensor

2. Provide and install floor to floor conduit in electrical rooms as raceway as required.
3. Provide demo and removal of existing VAV and rooftop equipment controls.
4. Provide and install associated communication, low voltage power, stat and sensor wiring and terminate to new control modules and sensors as required.
5. Provide point to point check out, VAV air flow calibration, programming, floorplan and equipment graphics, functional testing, commissioning and as-built drawings for all devices in scope.
6. Provide close-out documentation and owner training upon project completion.

## CONTROLS SCOPE CLARIFICATIONS

1. Work is to take place during normal business hours, Monday thru Friday, 5:00AM to 3:30PM.
2. Dedicated internet connection with static IP to be provided by Owner.
3. Assumes all existing equipment, devices, panels, conduit and wiring, except those listed as new in scope of work, are functional, in good working condition and can be reused.
4. Assumes supply air temperature sensors and control valves exist at each reheat VAV box and can be reused.
5. Assumes duct and building static pressure tubing is existing and can be reused.
6. Assumes mechanical as-built drawings from original construction will be provided to ASSC.
7. Assumes 4 registers per VAV for balancing as no drawings were provided.
8. Assumes full, unrestricted access to the work spaces for the duration of the project.
9. Assumes 120VAC power to all ASSC temperature control panels will be provided by others.
10. All controls wiring to be plenum rated. Conduit in Electrical Rooms and rooftops to be installed in EMT raceways.
11. Parking is available within 1 block of project site
12. All Carrier i-Vu control modules come with a 24 month warranty.

## CONTROLS SCOPE EXCLUSIONS

1. Anything not specifically listed in the scope section of this proposal.
2. Permits, fees, plan review expenses, inspection services, bonds, assessments, etc.
3. Structural review and calculations
4. Moving or protecting of furniture and equipment throughout project.
5. Ceiling system removal and replacement
6. ADA or code compliance upgrades
7. LEED requirements and documentation
8. Asbestos, mold or lead abatement
9. Occupancy, humidity and CO2 sensors
10. Control or monitoring of exhaust fans.
11. Demo of existing control wiring and pneumatic tubing
12. In-wall or underground conduit
13. Line voltage electrical wiring, motor starters, disconnects, or variable frequency drives
14. Any scope related to generator/vent/exhaust, fire life safety, fire sprinkler system, fire/smoke dampers (FSD), FSD test switches, security/access, receptacle control, utility monitoring or lighting
15. Cutting, scanning, coring, roofing, patching, monokote patch back, painting, framing, blockouts, backing plates, structural supports, deck/roof openings, penetrations, and repairs, sound caulking, fire stopping, and flashings
16. Ceiling, wall or duct access doors
17. System design, deficiencies or repairs to existing equipment
18. Air and water testing and balancing
19. Equipment start-up
20. Extended equipment warranties
21. Preventative maintenance

## ASSUMPTIONS AND CLARIFICATIONS

1. The piping (if applicable) shall meet ASPE, PHCC,CPC local code requirements and shall be installed per ASSC construction standards.
2. Fire Life Safety integration will be needed for the new piece(s) of equipment into the system. They will come with Duct Smoke Detectors installed already but will need to be tied into the existing system by the buildings Fire Life Safety Contractor.
3. Assumes permit fees at 5%. If there are any fees above and beyond that, it will be submitted at a re-imbursable expense to the customer.
4. We have included standard housekeeping for our work area. Any additional cleanup above and beyond has been excluded from our pricing.
5. This proposal is for the scope of work in the areas identified. Any deficiencies other than what area stated in the scope of work are explicitly excluded.
6. ASSC is a union shop signatory to the Sheet Metal Workers International Association and the Plumbing/Pipe Fitters United Association and meets the prevailing wage requirements if any.
7. Assumes no badging will be required for this project.
8. Assumes no escorting will be required for this project.
9. Assumes onsite parking will be available for construction personnel.
- 10.HVAC REPLACEMENT WORK TO BE PERFORMED AFTER HOURS**
- 11.It is assumed that the existing electrical wire size is sufficient for the new equipment.
- 12.It is assumed that the existing breaker size(s) is sufficient for the new equipment
- 13.The Site-Specific Safety & Health Plan refers to a site safety professional. This person shall provide full-time support for crew members. ASSC employs a full-time safety manager that will provide the support required for this project. This person will not be stationed onsite but will visit the site to assure operations are planned and conducted in a safe manner.



## **GENERAL EXCLUSIONS**

- 1. All LEED documentation and Un-identified LEED requirements.**
- 2. 3D Modeling, BIM Administration, BIM coordination, and Clash detection.**
- 3. Special fees, water meters, gas meters, special inspections or bonds.**
- 4. All patching and monokote/fireproofing patch back and painting, including painting of ductwork or piping.**
- 5. Demolition and Drywall repair.**
- 6. 3rd party commissioning agent.**
- 7. Temporary construction barriers and surface protection.**
- 8. Any upgrade to existing systems outside of the project scope to include electrical, structural, controls, smoke detectors, or tie into Fire Life Safety panel. Assumes all existing and in good working order.**
- 9. Temporary utilities.**
- 10. Duct cleaning or any systems tied into.**
- 11. Any electrical work of any kind except for disconnect and reconnect of the existing wire to the new units.**
- 12. Any roofing work of any kind.**

# ASSC is a licensed i-Vu provider and installer



**ASSC**  
AIR SYSTEMS SERVICES & INSTALLATIONS  
A Passion & Commitment to Excellence

10381 Old Placerville Road  
Sacramento, CA 95827

1900 Bates Avenue, Suite E  
Concord, CA 9452

(888) 504-2772

asscccontrols@airsystems1.com

www.airsystems1.com



To Inspire & Deliver Value

## Carrier i-Vu Direct Digital Controls



- ✓ Able to meet any custom application
- ✓ Intuitive graphic-rich user interface
- ✓ Access from anywhere via any standard Web browser
- ✓ Unlimited user login seats/access
- ✓ Demand Controlled Ventilation (DCV) - eliminates over-ventilation and ensures ample fresh air at all times
- ✓ Economizer control and night-time free cooling to minimize mechanical cooling by using outside air
- ✓ Heating and cooling lockouts prevent mechanical cooling and heating based on outside air conditions
- ✓ Monitor and control ancillary equipment such as variable speed drives, lighting, and electric meters
- ✓ Allows for remote troubleshooting
- ✓ Setpoint control limits tenant adjustments
- ✓ Advanced password policy and SSL for added security
- ✓ Optimal start algorithm for conditioning space before occupants arrive
- ✓ Web server can be used as user interface, commissioning and configuration tool



# ASSC is a licensed i-Vu provider and installer



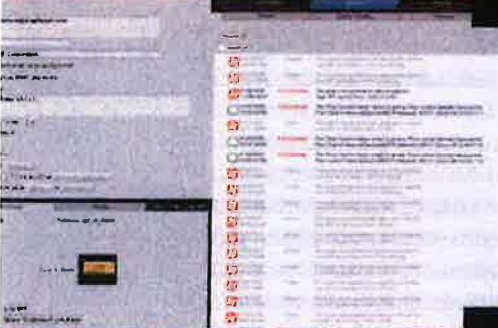
Real-time, interactive **CUSTOM EQUIPMENT GRAPHICS** give users total insight and control



**CUSTOM FLOORPLAN GRAPHICS** with Dynamic colors based on deviations to setpoint



Very flexible, hierarchical **SCHEDULING** capabilities at the building, area, or zone level


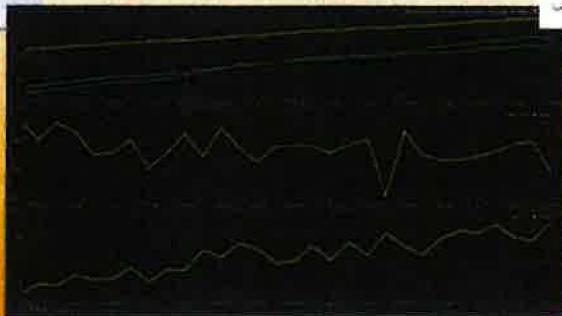


Sample points at different time intervals or on change of value, and view multiple **TRENDING** graphs simultaneously to help monitor and troubleshoot your system



| Date      | Set | System | Actual |
|-----------|-----|--------|--------|
| 1/1/2022  | 1.0 | 1.0    | 1.0    |
| 2/1/2022  | 1.0 | 1.0    | 1.0    |
| 3/1/2022  | 1.0 | 1.0    | 1.0    |
| 4/1/2022  | 1.0 | 1.0    | 1.0    |
| 5/1/2022  | 1.0 | 1.0    | 1.0    |
| 6/1/2022  | 1.0 | 1.0    | 1.0    |
| 7/1/2022  | 1.0 | 1.0    | 1.0    |
| 8/1/2022  | 1.0 | 1.0    | 1.0    |
| 9/1/2022  | 1.0 | 1.0    | 1.0    |
| 10/1/2022 | 1.0 | 1.0    | 1.0    |
| 11/1/2022 | 1.0 | 1.0    | 1.0    |
| 12/1/2022 | 1.0 | 1.0    | 1.0    |

**ALARMING** is easily configured to notify personnel via email or text message of an alarm or record information about an alarm in system.

The **TOB application** provides building owners and managers with a convenient way to track and bill tenants for their after-hours energy consumption



**PROJECT PRICING: \$991,469**



Pricing is valid for 7 days. If the project award extends beyond that period we will need to update our pricing. Material pricing has become volatile during the COVID-19 pandemic and can change from day to day. ASSC will work with vendors and equipment suppliers to hold pricing as long as possible.

All material and workmanship provided by Air Systems Service & Construction Inc. is warranted to be free from defects for a period of one (1) year. This warranty requires that the system be properly used and maintained.

Any breakouts are provided for accounting purposes only, and pricing assumes the entire scope of work will be awarded to Air Systems Service & Construction at time of contract award unless specifically stated otherwise.

A change in material and/or commodities pricing in excess of 10% of current pricing (as of the date of this proposal) shall render this proposal void and subject to renegotiation.

Acceptance of the pricing provided for the indicated scope is acceptance of the proposal as indicated herein and excludes anything not expressly indicated within this document.

We look forward to working with you on this project. Please contact me with any questions you have regarding this proposal.

**Jim Mears**

**Air Systems Service and Construction, Inc.**

**BY:**

\_\_\_\_\_

Chris Okeefe  
City of Folsom

**BY:**

\_\_\_\_\_

Jim Mears  
AIR SYSTEMS SERVICE & CONSTRUCTION  
CONTRACTOR'S LICENSE NO. 406794  
DIR# 1000432016  
FEDERAL TAXPAYER ID NO. 68-0375310

**10381 Old Placerville Rd, SUITE 100  
Sacramento, CA 95827  
(888) 504-2772  
MBE/WBE # 15080079**

## **ATTACHMENT 3**

**VIA E-MAIL**

June 28, 2022

City of Folsom  
 City Clerk's Office  
 50 Natoma Street  
 Folsom, CA 95630

**RE: Folsom City Hall Boiler & HVAC Replacement project – Response to ACCO Engineered Systems' Bid Protest dated 6/27/2022**

Dear City of Folsom:

We have reviewed ACCO's letter dated June 27, 2022 and submit this response to their Bid Protest. Their grounds for protest appear to be based on three main points to which we disagree and to which we provide clarification and our rebuttal:

1) *"...COAC would only be providing a one-year warranty."*

In our cover letter we inadvertently stated that our warranty would be one-year. A one-year warranty is typically an industry standard and we incorrectly included that in our cover letter. On page 1 of the City of Folsom Sealed Proposal signed by COAC, it states that "The work is to be done in strict conformity with the Contract Documents..." As such, we would always be held to the standard as set forth in the governing document which is the Project Manual, which we acknowledge is a two-year warranty/guaranty.

2) *"...COAC's bid falls short [in] treating pre and post air readings as "highly recommended"..."*

There is no mention of any "pre and post air readings" in the Project Manual. This is the governing document that defines the scope required by the City of Folsom. Given our extensive engineering experience in unit replacements of this type, we recommended that this be done. We have no argument with ACCO that this should be done and we highlighted it as such for the bid evaluators. We offered that as an "alternate add," should the City choose to exercise that option.

3) *"...Required Information requires bidders to describe the design process."*

We did not articulate a detailed design process beyond the statement that we would "provide mechanical engineering design by a licensed PE" because it was already well articulated in the City's Project Manual under sections 4-B (page 2) and 5-2 (page 3). These two sections are very



City of Folsom, City Clerk

RE: Folsom City Hall Boiler & HVAC Replacement project – Response to ACCO Engineered Systems’ Bid  
Protest dated 6/27/2022

Page 2 of 2

clear as to what a licensed PE should provide and ACCO’s submission echoes those requirements. As previously indicated, our bid document clearly acknowledges that we will comply with the terms of the Project Manual which means that we are obliged, under the terms of the contract, to follow the scope as provided in the governing document.

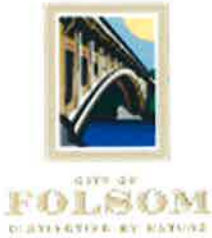
Based on our response to the three items in ACCO’s bid protest letter of June 27, 2022, we respectfully submit that the City should maintain its evaluation and scoring of the proposals as per the ranking form provided to all bidders on June 2, 2022 and maintain its award of the project to Cooper Oates Air Conditioning.

Very truly yours,

*German Juarez*

German Juarez  
Project Executive  
916-416-7003





# Folsom City Council Staff Report



|                        |                                                                                                        |
|------------------------|--------------------------------------------------------------------------------------------------------|
| <b>MEETING DATE:</b>   | 7/26/2022                                                                                              |
| <b>AGENDA SECTION:</b> | Public Hearing                                                                                         |
| <b>SUBJECT:</b>        | Amendment to City of Folsom Community Facilities District No. 23 (Folsom Ranch) Improvement Area No. 6 |
| <b>FROM:</b>           | Finance Department                                                                                     |

### **RECOMMENDATION / CITY COUNCIL ACTION**

It is recommended that the City Council adopt the following resolutions and conduct the first reading of the ordinance:

- i. Resolution No. 10893 - A Resolution of the City Council of the City of Folsom Calling a Special Mailed-Ballot Election Related to Change Proceedings for Improvement Area No. 6 within City of Folsom Community Facilities District No. 23 (Folsom Ranch)
- ii. Resolution No. 10894 – A Resolution of Change of the City Council of the City of Folsom Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch)
- iii. Ordinance No. 1330 – An Uncodified Ordinance Levying a Special Tax for the Fiscal Year 2022-2023 and Following Fiscal Years Solely within and Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch) (Introduction and First Reading)

### **BACKGROUND / ISSUE**

The Folsom Plan Area Specific Plan Public Facilities Financing Plan (“PFFP”), approved by the City Council on January 28, 2014 via Resolution 9298, is an \$877 million plan that describes the backbone infrastructure and facility requirements, presents a comprehensive financing strategy, and sets forth the estimated time horizon for the development of the Folsom Plan Area (“FPA”).

The City Council previously approved the Resolution of Formation (Resolution No. 10435) on May 26, 2020 to form Community Facilities District No. 23 (Folsom Ranch) (“CFD No. 23”), designate Improvement Area No. 6, authorize a special tax to finance the acquisition and construction of certain public facilities and certain public services, authorize the issuance of debt to finance the public facilities, and establish the appropriations limit and maximum bonded indebtedness for Improvement Area No. 6.

The landowners within Improvement Area No. 6 have requested to amend the Rate and Method of Apportionment to adjust the maximum special tax rates based on the planned development of property within Improvement Area No. 6. The proposed development plan for Improvement Area No. 6 includes 9.46 acres of multi-family medium density, 9.26 acres of multi-family high density, and 11.71 acres of non-residential use.

On June 14, 2022 this City Council considered to amend the Rate and Method of Apportionment for Improvement Area No. 6 by passage of Resolution No. 10870.

A Public Hearing is required as part of the amendment process for Improvement Area No. 6. Notice of the hearing was mailed to the landowners within Improvement Area No. 6 on June 30, 2022 and published in the Folsom Telegraph on July 14, 2022.

### **POLICY / RULE**

Chapter 5 of the Folsom Plan Area Public Facilities Financing Plan authorizes the formation of CFDs to finance the construction, acquisition, and servicing of FPA backbone infrastructure and public facilities

Section 2.5.3 of the First Amended and Restated Tier 1 Development Agreement authorizes the formation of infrastructure CFDs

Resolution No. 9282 – A Resolution of the City Council of the City of Folsom Approving Goals and Policies for Community Facilities Districts

Mello-Roos Community Facilities Act of 1982

### **ANALYSIS**

CFD No. 23 is structured as an extended-term CFD and will provide the necessary funding to help fund all or a portion of the project’s share of PFFP backbone infrastructure and facilities, including related environmental mitigation obligations. The PFFP backbone infrastructure and facilities will be financed using both bond proceeds and PAYGO special tax revenues. The extended-term CFD structure is proposed to help to meet the challenge of high-cost infrastructure and facilities while also aligning the timing of future funding availability with the need for such funding.

The proposed amendment to the Rate and Method of Apportionment for Improvement Area No. 6 will remove the maximum facilities special tax rates from the multi-family high density land use and the non-residential land use. The maximum facilities special tax will be levied upon the multi-family medium land use only. There is no single-family detached property planned for development within Improvement Area No. 6.

The special tax revenue generated from taxable parcels within Improvement Area No. 6 will be comprised of a special tax to fund facilities and a special tax to fund services. The amended Fiscal Year 2021/22 maximum facilities special tax rates and maximum services special tax rates, for each land use category, are provided in the table below:

| Land Use Category                                | FY 2021/22<br>Maximum<br>Facilities<br>Special Tax<br>Rate | FY 2021/22<br>Maximum<br>Services<br>Special Tax<br>Rate | Per  |
|--------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------|------|
| Single-Family Detached Property - SF/SFHD Zoning | \$0                                                        | \$0                                                      | Unit |
| Single-Family Detached Property - MLD Zoning     | \$0                                                        | \$0                                                      | Unit |
| MMD Multi-Family Attached Property               | \$30,600                                                   | \$310                                                    | Acre |
| MHD Multi-Family Attached Property               | \$0                                                        | \$310                                                    | Acre |
| Non-Residential Property                         | \$0                                                        | \$0                                                      | Acre |

The facilities special tax can be levied and collected through Fiscal Year 2079/80. Each fiscal year, commencing with Fiscal Year 2022/23, the maximum facilities special tax rate will be increased by 2% annually. The services special tax can be levied and collected in perpetuity for Improvement Area No. 6. Each fiscal year, commencing with Fiscal Year 2022/23, the maximum services special tax rate will be increased by the June annualized percentage change of the Consumer Price Index for all Urban Consumers, for the San Francisco-Oakland-San Jose area, not to exceed 4%.

Approving the resolutions will amend Improvement Area No. 6, call for a special mailed-ballot election within Improvement Area No. 6, and declare the results of the special mailed-ballot election within Improvement Area No. 6. An ordinance is also being introduced to levy Special Taxes for Fiscal Year 2022/23 and following fiscal years. This is the first reading of the ordinance.

**FINANCIAL IMPACT**

There is no direct General Fund impact on the City of Folsom. The Improvement Area No. 6 amendment and expenses are solely the responsibility of Improvement Area No. 6. The

General Fund is not impacted by the Improvement Area No. 6 Amended Rate and Method of Apportionment.


**ENVIRONMENTAL REVIEW**

An Initial Study and Mitigated Negative Declaration prepared for the Folsom Plan Area Backbone Infrastructure Project were previously prepared for, and adopted by the City Council on February 24, 2015, in accordance with the requirements of the California Environmental Quality Act. Pursuant to CEQA Guidelines section 15378(c), the term “project” does not mean each separate governmental approval for an approved activity which may be subject to several discretionary approvals by governmental agencies. Additionally, the creation of government funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment is not defined as a “project” under CEQA. CEQA Guidelines Section 15378(b)(4) and 15061(b)(3).

**ATTACHMENTS**

1. Resolution No. 10893 - A Resolution of the City Council of the City of Folsom Calling a Special Mailed-Ballot Election Related to Change Proceedings for Improvement Area No. 6 within City of Folsom Community Facilities District No. 23 (Folsom Ranch)
2. Resolution No. 10894 – A Resolution of Change of the City Council of the City of Folsom Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch)
3. Ordinance No. 1330 – An Uncodified Ordinance Levying a Special Tax for the Fiscal Year 2022-2023 and Following Fiscal Years Solely within and Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch) (Introduction and First Reading)

Submitted,




---

Stacey Tamagni  
Finance Director

# ATTACHMENT 1

**RESOLUTION NO. 10893**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOLSOM  
CALLING A SPECIAL MAILED-BALLOT ELECTION RELATED TO  
CHANGE PROCEEDINGS FOR IMPROVEMENT AREA NO. 6 WITHIN  
CITY OF FOLSOM COMMUNITY FACILITIES DISTRICT NO. 23  
(FOLSOM RANCH)**

**WHEREAS**, the City Council (the “City Council”) of the City of Folsom (the “City”) conducted proceedings under and pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California), and all laws amendatory thereof or supplemental thereto (the “Act”), among other things, (i) to form a community facilities district within the City of Folsom, designated and known as “City of Folsom Community Facilities District No. 23 (Folsom Ranch)” (the “Community Facilities District”), (ii) to designate Improvement Area No. 6 therein, (iii) to authorize a special tax (the “Special Tax”) to finance the acquisition and construction of certain public facilities (the “Facilities”) and certain public services (the “Services”), (iv) to authorize the issuance of debt to finance the Facilities, and (v) to establish the appropriations limit for Improvement Area No. 6 of the Community Facilities District, all as set forth in the City Council’s Resolution No. 10435 (the “Resolution of Formation”), adopted on May 26, 2020; and

**WHEREAS**, on June 14, 2022, the City Council adopted its Resolution No. 10870 (the “Resolution of Consideration”) in which it determined to consider amending the rate and method of apportionment for Improvement Area No. 6 (the “Rate and Method”) to adjust the maximum special tax rates based on the planned development within Improvement Area No. 6 (the “Proposed Amendments”); and

**WHEREAS**, the Resolution of Consideration set a public hearing to be held on July 26, 2022 (the “Public Hearing”); and

**WHEREAS**, the Public Hearing has been held as scheduled and all persons interested were permitted to testify and to submit written protests to the Proposed Amendments; and

**WHEREAS**, the City Council determined that there was no majority protest under Section 53337 of the Government Code of the State of California, and thus the City Council is permitted to continue with these proceedings; and

**WHEREAS**, in order for the Proposed Amendments to be effective, they must be submitted to an election of the qualified electors of Improvement Area No. 6 of the Community Facilities District; and

**WHEREAS**, a Certificate Regarding Landowners (the “Certificate re: Landowners”) has been filed with the City Clerk (the “Clerk”) and submitted to the City Council, certifying that during the 90 days preceding the close of the Public Hearing on July 26, 2022, there were no persons registered to vote within the territory of Improvement Area No. 6 of the Community Facilities District; and

**WHEREAS**, a Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent, has been submitted by the Clerk, stating that each landowner, or an authorized representative of each landowner, within Improvement Area No. 6 of the Community Facilities District the has filed with the Clerk a properly executed Waiver and Consent (as defined below) in substantially the form attached hereto as Exhibit B, and by this reference incorporated herein;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom, as follows:

Section 1. The above recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council accepts the Certificate regarding Landowners filed in these proceedings and finds, in accordance therewith, that during the 90 days just past, there were no registered voters residing within the boundaries of Improvement Area No. 6 of the Community Facilities District. Accordingly, under Section 53326(b) of the Government Code of the State of California, the qualified electors of Improvement Area No. 6 of the Community Facilities District for the proposed special election shall be the owners of land within Improvement Area No. 6 of the Community Facilities District.

Section 3. The City Council further finds and determines that the owners of land within Improvement Area No. 6 of the Community Facilities District (the “Landowners”) are the landowners set forth in the attachment to the Certificate regarding Landowners and that the attachment correctly sets forth the amount of property owned by each Landowner and the number of votes to which each Landowner is entitled pursuant to Section 53326(b), being the number of acres owned rounded up to the next whole acre.

Section 4. The City Council hereby approves the form of Waiver and Consent Shortening Time Periods and Waiving Various Requirements for Conducting a Mailed-Ballot Election (the “Waiver and Consent”) by which the time limits and related requirements respecting preparation and distribution of election materials are waived, a form of which is attached hereto as Exhibit B. The City Council hereby finds that the rights, procedures, and time periods therein waived are solely for the protection of the qualified electors and may be waived by the qualified electors under Section 53326(a) and 53327(b) of the Act and under other provisions of law dealing with waiver generally, and that the Waiver and Consent constitutes a full and knowing waiver, by any qualified elector who has executed the form, of those rights, procedures and time periods.

Section 5. The City Council further finds and determines, based on a Certificate of Clerk regarding Receipt of Property Owner Waiver and Consent Forms provided this date by the Clerk that each Landowner, or an authorized representative of each Landowner, has filed with the Clerk a properly executed Waiver and Consent in substantially the form of Exhibit B hereto. The City Council therefore is establishing the procedures and time periods for this special mailed-ballot election without regard to statutory schedules.

Section 6. Pursuant to Sections 53338(a) and 53326 of the Government Code of the State of California, the City Council hereby calls an election, to be held and conducted upon adoption of this Resolution, and sets July 26, 2022, as the election date. Pursuant to Section 53326 of the

Government Code, the election shall be conducted by mailed ballot; provided that personal service of the respective ballots to authorized representatives of each Landowner is permitted under the terms of the Waiver and Consent forms on file with the Clerk and shall therefore be permitted. The Clerk is directed to either mail or make personal service of the ballots, in the form of the attached Exhibit A, to each Landowner or, if one has been appointed pursuant to a Waiver and Consent, to the Landowner's authorized representative.

Section 7. The proposition to be submitted to the qualified electors of Improvement Area No. 6 of the Community Facilities District shall be as set forth in the form of special election ballot attached hereto as Exhibit A.

Section 8. The Clerk is hereby designated as the official to conduct the special mailed-ballot election pursuant to the Act and California Elections Code Sections 307 and 320 and the following provisions:

(a) The special election shall be held and conducted, and the votes canvassed and the returns made, and the results determined, as provided herein; and in all particulars not prescribed by this Resolution the special election shall be held and conducted and the votes received and canvassed in the manner provided by law for the holding of special elections consistent with the Act.

(b) All Landowners within Improvement Area No. 6 of the Community Facilities District as of the close of the Public Hearing shall be qualified to vote upon the proposition to be submitted at the special election.

(c) The special election shall be conducted as a mailed-ballot election, in accordance with the provisions of the Act and the prior proceedings of the City taken thereunder, and there shall be no polling places for the special election. All ballots shall be delivered or mailed by the Clerk to the Landowners, and all voted ballots are required to be received by the Clerk not later than 6:00 p.m. on the date of the election in order to be counted. However, if at any time the Clerk determines that all votes have been cast, the Clerk shall immediately declare the election closed.

(d) The Clerk shall commence the canvass of the returns of the special election, and report the returns to the City Council no later than the City Council meeting of July 26, 2022.

(e) The City Council may thereupon declare the results of the special election, and shall cause to be spread upon its minutes a statement of the results of the special election as ascertained by the canvass.



Section 9. This Resolution shall take effect from and after its date of adoption.

**PASSED AND ADOPTED** this 26th day of July, 2022, by the following roll-call vote:

**AYES:** Councilmember(s):

**NOES:** Councilmember(s):

**ABSENT:** Councilmember(s):

**ABSTAIN:** Councilmember(s):

\_\_\_\_\_  
Kerri M Howell, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK

**EXHIBIT A**

**(Form of Ballot)**

CITY OF FOLSOM  
COMMUNITY FACILITIES DISTRICT NO. 23  
IMPROVEMENT AREA NO. 6  
(FOLSOM RANCH)

SPECIAL ELECTION BALLOT

(Mailed-Ballot Election)

This ballot is for the use of \_\_\_\_\_, a landowner owning land within Improvement Area No. 6 of City of Folsom Community Facilities District No. 23 (Folsom Ranch).

According to the provisions of the Mello-Roos Community Facilities Act of 1982 and the resolutions of the City Council of the City of Folsom, the above-named landowner is entitled to cast \_\_\_ votes on this ballot.

In order to be counted, this ballot must be certified below and be returned, either by mail or in person, before 6:00 p.m. on July 26, 2022, to:

Christa Freemantle, City Clerk  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

Mailing by that date will not be sufficient. The ballot must be physically received by the City Clerk prior to the deadline in order to be counted.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED.

**BALLOT MEASURE**

Shall the authority previously conferred upon the City Council (the "City Council") of the City of Folsom by and through its City of Folsom Community Facilities District No. 23 (Folsom Ranch) for Improvement Area No. 6 be changed in accordance with the City Council's Resolution of Consideration to Amend the Rate and Method of Apportionment for Improvement Area No. 6 Within the City of Folsom Community Facilities District No. 23 (Folsom Ranch), and Related Matters adopted on June 14, 2022?

|                 |
|-----------------|
| Number of votes |
| <u>YES</u>      |
| _____           |
| Number of votes |
| <u>NO</u>       |
| _____           |

**Certification**

The undersigned is or are the authorized representative(s) of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed as of July 26, 2022.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B**

**(Form of waiver and consent)**

WAIVER AND CONSENT  
SHORTENING TIME PERIODS AND WAIVING VARIOUS  
REQUIREMENTS FOR PROCEEDINGS AND FOR  
CONDUCTING SPECIAL MAILED-BALLOT ELECTION  
CITY OF FOLSOM  
COMMUNITY FACILITIES DISTRICT NO. 23  
(FOLSOM RANCH)  
IMPROVEMENT AREA NO. 6  
(CHANGE PROCEEDINGS)

The undersigned [NAME AND TITLE], is the owner or authorized representative of the owner of Assessor’s Parcel No(s). \_\_\_\_\_ within the above-captioned Improvement Area No. 6 (the “Improvement Area”) of the City of Folsom Community Facilities District No. 23 (Folsom Ranch) (the “District”).

The undersigned understands that a special mailed ballot landowner election will be held to determine whether the authority conferred upon the City Council by and through the District will be changed, all as set forth in Resolution No. 10870 adopted by the City Council of the City of Folsom on June 14, 2022 (the “Resolution of Consideration”).

The undersigned is (or are) the person (or persons) legally entitled and authorized to cast the ballot for the above-referenced owner in the election to be conducted within the District for the Improvement Area.

The undersigned, on behalf of the above-referenced owner, hereby waives any and all minimum time periods and requirements pertaining to the conduct of the election pursuant to Government Code Section 53326(a).

The undersigned, on behalf of the above-referenced owner, hereby waives the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Government Code Section 53327(b).

The undersigned, on behalf of the above-referenced owner, hereby waives the requirement to publish notice of the election under Government Code Section 53352.

The undersigned, on behalf of the above-referenced owner, hereby waives the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees to accept either mailed service or personal service of the ballot.

The undersigned, on behalf of the above-referenced owner, hereby waives the requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5.

The undersigned, on behalf of the above-referenced owner, hereby waives any right to notice and hearing and consents to authorized facilities, authorized services, expenses and rate and method of apportionment of special tax as described in the related resolutions to be adopted by the City Council of the City of Folsom on July 26, 2022.

The undersigned, on behalf of the above-referenced owner, hereby waives any and all defects in notice or procedure in the time periods to record the boundary map, conduct of the election, whether known or unknown (other than the right to have ballots accurately counted), and states that the election is being expedited, pursuant to this waiver and consent, at the particular instance and request of the above-referenced owner.

The undersigned, on behalf of the above-referenced owner, hereby consents to the levy and collection of the special tax in accordance with the amended rate and method of apportionment approved by the City Council for the Improvement Area and hereby waives any and all rights to challenge the inclusion of the above referenced parcels in the Improvement Area and any other proceedings related thereto.

Further, the undersigned, on behalf of the above-referenced owner, hereby waives any entitlement to initiate or prosecute any form of legal proceedings, including judicial proceedings, to challenge any aspect of the proceedings for levy of the special tax and for issuance of bonded indebtedness in the District.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 2022.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE: If this form is signed by an authorized representative other than an officer of the property owner(s) of the parcel(s), or if the name of the signing party is different from the name of the property owner, please attach evidence of authorization to sign on behalf of the property owner(s) or evidence of name change.**

# ATTACHMENT 2

**RESOLUTION NO. 10894****A RESOLUTION OF CHANGE OF THE CITY COUNCIL OF THE CITY OF FOLSOM RELATING TO IMPROVEMENT AREA NO. 6 WITHIN THE CITY OF FOLSOM COMMUNITY FACILITIES DISTRICT NO. 23 (FOLSOM RANCH)**

**WHEREAS**, the City Council (the “City Council”) of the City of Folsom (the “City”) conducted proceedings under and pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California), and all laws amendatory thereof or supplemental thereto (the “Act”), among other things, (i) to form a community facilities district within the City of Folsom, designated and known as “City of Folsom Community Facilities District No. 23 (Folsom Ranch)” (the “Community Facilities District”), (ii) to designate Improvement Area No. 6 therein, (iii) to authorize a special tax (the “Special Tax”) to finance the acquisition and construction of certain public facilities (the “Facilities”) and certain public services (the “Services”), (iv) to authorize the issuance of debt to finance the Facilities, and (v) to establish the appropriations limit for Improvement Area No. 6 of the Community Facilities District, all as set forth in the City Council’s Resolution No. 10435 (the “Resolution of Formation”), adopted on May 26, 2020; and

**WHEREAS**, on June 14, 2022, the City Council adopted its Resolution No. 10870 (the “Resolution of Consideration”) in which it determined to consider amending the rate and method of apportionment for Improvement Area No. 6 (the “Rate and Method”) to adjust the maximum special tax rates based on the planned development within Improvement Area No. 6 (the “Proposed Amendments”); and

**WHEREAS**, in order for the Proposed Amendments to be effective, a two-thirds approving vote by the qualified electors within Improvement Area No. 6 within the Community Facilities District is required; and

**WHEREAS**, a special mailed-ballot election has been conducted within Improvement Area No. 6 within the Community Facilities District pursuant to Resolution No. 10893, adopted by the City Council on July 26, 2022, to which reference is made for further particulars; and

**WHEREAS**, a Certificate of the City Clerk (the “Clerk”) Regarding Election Results (the “Certificate of Election Results”) has been filed with the City Council; and

**WHEREAS**, the City Council has received, reviewed and hereby accepts the Certificate of Election Results;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom, as follows:

**Section 1.** The above recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council hereby finds and determines and declares that the ballot measure submitted to the qualified electors of Improvement Area No. 6 within the Community Facilities District has been passed and approved by those qualified electors in accordance with Sections 53338 of the Government Code of the State of California.

Section 3. The City Council hereby finds and determines and declares that the authority conferred upon it by the Community Facilities District for Improvement Area No. 6 has been changed in accordance with the Proposed Amendments as set forth in the Resolution of Consideration.

Section 4. The City Council hereby authorizes and directs the Clerk to cause an Amended Notice of Special Tax Lien to be prepared and to be recorded with the County Recorder of the County of Sacramento (the "County Recorder") in accordance with the provisions of Section 3117.5 of the Streets and Highways Code of the State of California and Section 53338(c) of the Government Code of the State of California. The Amended Notice of Special Tax Lien shall include, as an attachment, the amended rate and method of apportionment as provided in Exhibit A to the Resolution of Consideration and be recorded in the County Recorder's office within fifteen days of the date of adoption of this Resolution.

Section 5. This Resolution shall take effect from and after its date of adoption.

**PASSED AND ADOPTED** this 26th day of July, 2022, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

\_\_\_\_\_  
Kerri M. Howell, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK



# ATTACHMENT 3

**ORDINANCE NO. 1330****AN UNCODIFIED ORDINANCE LEVYING A SPECIAL TAX FOR THE FISCAL YEAR 2022-2023 AND FOLLOWING FISCAL YEARS SOLELY WITHIN AND RELATING TO IMPROVEMENT AREA NO. 6 WITHIN THE CITY OF FOLSOM COMMUNITY FACILITIES DISTRICT NO. 23 (FOLSOM RANCH)**

The City Council of the City of Folsom, State of California ordains as follows:

**SECTION 1 PURPOSE**

The City Council of the City of Folsom hereby finds, determines and declares based on the record before it that:

1. The City is authorized to establish a community facilities district pursuant to the terms of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Division 2 of Title 5 of the California Government Code, commencing with Section 53311 (the "Act"); and
2. Pursuant to Section 53350 of the Act, the City is authorized to designate improvement areas within the community facilities district; and
3. Pursuant to Government Code section 53340 and Resolution No. 10435, adopted by the City Council (the "City Council") of the City of Folsom (the "City") on May 26, 2020 (the "Resolution of Formation"), the City Council formed its Community Facilities District No. 23 (Folsom Ranch) (the "Community Facilities District") and a rate and method of apportionment of the special tax (as amended, the "Special Tax") for Improvement Area No. 6 established therein was approved by an election of the qualified electors within the Community Facilities District on such date; and
4. Pursuant to Resolution No. 10870, adopted by the City Council on June 14, 2022 (the "Resolution of Consideration") and Resolution No. 10894 adopted by the City Council on July 26, 2022 (the "Resolution of Change" and, collectively with the Resolution of Formation and the Resolution of Consideration, the "Resolutions"), the City Council approved an Amended Rate and Method of Apportionment for City of Folsom Community Facilities District No. 23 (Folsom Ranch) Improvement Area No. 6 (the "Amended Rate and Method"), which changes were approved by an by an election of the qualified electors within the Community Facilities District on such date; and
5. The Resolutions proposed the establishment of an appropriations limit for the Improvement Area (each an "Appropriations Limit"); and
6. The City Council desires to levy and impose the Special Tax and to take other related actions.

**SECTION 2****NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOLSOM RESOLVES:**

1. The recitals set forth in Section 1 are true and correct.
2. A special tax is hereby levied on all Taxable Property (as defined in the Amended Rate and Method) within Improvement Area No. 6 for the 2022-23 fiscal year and for all subsequent fiscal years in the amount of the maximum authorized tax, provided that this amount may be adjusted annually, subject to the maximum authorized special tax limit, by resolution of the City Council.
3. The Finance Director of the City of Folsom or designee thereof (the "CFD Administrator") is authorized and directed, to determine each year, without further action of the City Council, the Special Tax, to prepare the annual Special Tax roll in the amount of the Special Tax in accordance with the related exhibit and, without further action of the City Council, to provide all necessary and appropriate information to the Sacramento County Auditor-Controller's Office (the "County") in proper form, and in proper time, necessary to effect the correct and timely billing and collection of the Special Tax on the secured property tax roll of the County; provided, that as provided in the Resolutions and Section 53340 of the California Government Code, the City has reserved the right to utilize any method of collecting the Special Tax which it shall, from time to time, determine to be in the best interests of the City of Folsom (the "City"), including but not limited to, direct billing by the City to the property owners and supplemental billing.
4. The appropriate officers and agents of the City are authorized to make adjustments to the Special Tax roll prior to the final posting of the Special Tax to the County tax roll each fiscal year, as may be necessary to achieve a correct match of the Special Tax levy with the assessor's parcel numbers finally utilized by the County in sending out property tax bills.
5. The City agrees that, in the event the Special Tax for the Improvement Area is collected on the secured tax roll of the County, the County may deduct its reasonable and agreed charges for collecting the Special Tax from the amounts collected, prior to remitting the Special Tax collections to the City.
6. Taxpayers who have requested changes or corrections of the Special Tax pursuant to Section I of the Amended Rate and Method and who are not satisfied with the decision of the CFD Administrator (whether the CFD Administrator disagrees with the taxpayer or concludes that the City is not authorized to consider the change requested), may appeal to the City Council. The appeal must be in writing, fully explain the grounds of appeal and must be based solely on the correction of mistakes in the levy based upon the status of the property, and no other appeals will be allowed. The CFD Administrator shall schedule the appeal for consideration within a reasonable time at a City Council meeting.

**SECTION 3 SEVERABILITY**

If for any cause any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the balance of this ordinance, and the application of the Special Tax to the remaining parcels, shall not be affected.

**SECTION 4 EFFECTIVE DATE; EFFECT ON ORDINANCE NO. 1305**

This ordinance shall take effect and be in force as a tax measure thirty (30) days following its second reading and adoption at a meeting of the City Council; and before the expiration of twenty (20) days after its passage the same shall be published, with the names of the members voting for and against the same, at least once in a newspaper of general circulation published and circulated in the District.

Ordinance No. 1305 adopted by the City Council on June 9, 2020, shall be superseded, solely with respect to Improvement Area No. 6, to the extent it is inconsistent with this ordinance, upon the date that this ordinance takes effect, as described in the immediately preceding paragraph.

\* \* \*

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on July 26, 2022 and the second reading occurred at the regular meeting of the City Council on August 23, 2022

On a motion by \_\_\_\_\_, second by \_\_\_\_\_, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 23<sup>rd</sup> day of August, 2022 by the following vote, to wit:

**AYES:** Councilmember(s):

**NOES:** Councilmembers(s):

**ABSENT:** Councilmembers(s):

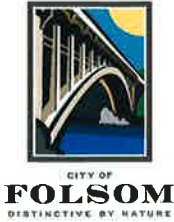
**ABSTAIN:** Councilmembers(s):

\_\_\_\_\_  
Kerri M. Howell, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK

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# Folsom City Council Staff Report



|                        |                                                                                 |
|------------------------|---------------------------------------------------------------------------------|
| <b>MEETING DATE:</b>   | 7/26/2022                                                                       |
| <b>AGENDA SECTION:</b> | New Business                                                                    |
| <b>SUBJECT:</b>        | Targeted Multi-Family and Mixed-Use Housing Study – Results and Recommendations |
| <b>FROM:</b>           | Community Development Department                                                |

### **RECOMMENDATION / CITY COUNCIL ACTION**

Staff is seeking direction on recommendations described in this staff report resulting from the analysis in the Targeted Mixed-Use and Multi-Family Housing Study. Please review the recommendations presented in the issue summary below and provide direction to staff on the proposed recommendations. The detailed report from Opticos Design, is enclosed for reference in Attachment 1.

### **BACKGROUND/ISSUE**

The 2035 General Plan and the recently adopted 2021-2029 Housing Element focus Folsom’s future growth along the East Bidwell Corridor, areas around two of the three light rail stations, and the Folsom Plan Area, south of Highway 50. Furthermore, the housing element identified Folsom’s share of the region’s housing need allocation (RHNA) over the next 8.5-year planning period. The City must provide for the development of 6,383 housing units, of which 3,567 units must be developed as affordable to very low-income and low-income households. A core assumption of the state’s RHNA requirements is that the higher the density permitted in the zoning for the land, the more likely it is to accommodate affordable housing. Thus, per state law, the lower income categories (very low- and low-income) can only be accommodated on sites zoned for higher densities (allowing at least 30 dwelling units per acre). While the 2021-2029 Housing Element identified sufficient sites in the sites inventory to accommodate the current RHNA and provided a buffer of 400 units, once several of these sites develop with housing that is not affordable to low-income households or at lower densities below 30 du/ac, the City will likely be required to identify and rezone additional sites outside of the targeted areas.

Based on current development trends, the City will likely need to rezone additional sites or identify new strategies within a year in order to maintain sufficient RHNA capacity.

To identify opportunities for increasing development (RHNA) capacity, while at the same time creating housing that is attractive, well-designed and benefits these areas, the City used grant funds to hire Opticos Design, an architecture and urban planning firm with experience advising cities on housing design and development standards. Opticos evaluated the City's current standards including density, height, setbacks, parking standards, and design guidelines. They also evaluated the economic feasibility of projects using these standards. What they found, as described in Attachment 1, is that the City's current development standards in these areas either prevent development altogether or promote poorly designed development and do not encourage the development of more affordably priced housing.

Based on Opticos' analysis, as well as staff's evaluation of how other communities, including Roseville and El Dorado Hills, have addressed similar challenges, staff developed recommendations that focus on form, size, scale, height, and design rather than on density and setbacks. These recommendations are:

1. A modest increase in density to 35 or 40 du/ac in these target areas.
2. An alternative approach using floor area ratio (FAR) that focuses on form, design, and activation of ground floors for projects that wish to exceed the allocated density.
3. Moderate increases in heights in these areas consistent with community input from the prior workshops and survey.
4. Parking reductions down to one space per unit if viable alternative transportation or parking options are provided.
5. Using build-to lines instead of setbacks to ensure that development goes in the right location, activates the street, and supports pedestrian activity.
6. Development of objective design standards that promote quality design, appropriate scale, and building form.
7. Increase the number of allowed housing units in the Folsom Plan Area and rezone additional sites for multi-family housing development subject to the availability of adequate infrastructure and water supplies.

After receiving direction from the City Council, City staff and its consultant, Ascent Environmental, will start the detailed technical and environmental analyses necessary for any future amendments to the General Plan and Folsom Plan Area Specific Plan and the information will also be incorporated into the current Zoning Code Update.

Commission Input: This item was presented to the Planning Commission on July 20, 2022. Since this staff report was completed before the Commission meeting occurred staff will provide the Commission's comments as part of its presentation to the City Council. The Planning Commission meeting was originally scheduled for July 6, 2022 but was continued to July 20 due to technical problems with the call-in number for the July 6 meeting. Please note that this report



was not presented to the Historic District Commission since none of the target areas are located within the boundaries of the Historic District.

### **POLICY / RULE**

The City's 2021-2029 Housing Element was approved by the City Council in August 2021. That document includes several policies that relate directly to the issues discussed in this staff report. These include:

- **Policy H-1.1 Sufficient Land for Housing:** The City shall ensure that sufficient land is designated and zoned in a range of residential densities to accommodate the City's regional share of housing.
- **Policy H-1.2 Location of Higher-Density Housing Sites:** The City shall endeavor to designate future sites for higher-density housing near transit stops, commercial services, employment centers, and schools, where appropriate and feasible.
- **Policy H-1.3 Multi-family Housing Densities:** The City shall encourage home builders to develop their projects on multi-family-designated land at the high end of the applicable density range.
- **Policy H-1.4 Lower-Income Housing Replacement Sites:** The City shall mitigate the loss of lower-income housing sites within the Folsom Plan Area by securing voluntary agreements with the landowners to find replacement sites as market-rate housing is developed on sites identified in the lower-income sites inventory.
- **Policy H-2.5 Objective Standards:** The City shall endeavor through its development and design standards and decision making to provide consistent and predictable policy direction based on objective standards for multi-family residential project applicants.
- **Policy H-3.2 Inclusionary Housing:** The City shall continue to require inclusionary housing on all new for-sale units. The City may also consider inclusionary housing as a community benefit for non-City-initiated General Plan and/or Specific Plan amendments that result in rental housing.
- **Policy H-3.6 Density Bonus:** The City shall continue to make density bonuses available to affordable and senior housing projects, consistent with State law and Title 17 of the Folsom Municipal Code.
- **Policy H-6.3 Balance of Housing Types:** The City shall encourage residential projects affordable to a mix of household incomes and disperse affordable housing projects throughout the city, including the Folsom Plan Area, to achieve a balance of housing in all neighborhoods and communities.

In addition, housing element program H-2 commits the City to increasing opportunities for the development of high-density housing development. Specifically, it states:

- **Implementation Program H-2 Create Additional Lower-Income Housing Capacity:** The City shall create additional opportunities for high-density housing to ensure the City maintains adequate capacity to meet the lower-income RHNA throughout the planning period. The City shall increase maximum allowable densities in the East Bidwell Mixed Use Overlay, SACOG Transit Priority Areas outside the Historic District, and Folsom Plan Area Specific Plan Town Center. In implementing this program, the City shall strive to disperse affordable housing opportunities and avoid fair housing issues related to overconcentration. The City shall coordinate with property owners along the East Bidwell Street corridor and within the Transit Priority Areas to identify and pursue residential development opportunities. The City shall review and revise Policy 4.7 of the Folsom Plan Area Specific Plan to increase the total number of dwelling units allowed in the Plan Area to satisfy the RHNA, as long as infrastructure needs are met. In addition, the City shall coordinate with property owners in the Folsom Plan Area to mitigate for the loss of lower-income housing sites to market-rate housing.
  - Timeframe: Increase maximum allowable densities by 2022; reach out to property owners at least annually.

## ANALYSIS

Folsom has continued to grow and is growing faster than the rest of Sacramento County. In addition, housing rents and sales prices are rising faster here than in other communities. The City must plan for that growth and make sure that growth occurs in key areas of Folsom where it will have the most benefit, but also have the least impact in existing areas, especially established residential areas. In the City's 2035 General Plan, new growth is focused in the Folsom Plan Area, the East Bidwell Corridor, and the areas around the City's light rail stations particularly the Glenn/Bob Holderness Station and the Iron Point Station.

In August 2021, the City Council adopted the 2021-2029 Housing Element. This state-mandated part of the General Plan serves as the plan to accommodate current housing needs and future growth. It also includes a plan to encourage a variety of different housing types and ensure that there is sufficient land with the correct zoning for the development of housing units affordable to those with lower incomes (e.g., sites zoned to allow up to 30 dwelling units per acre or more).

As a result of the housing crisis in California, the state has passed numerous new laws changing the rules for housing development over the past few years. One of the biggest changes has been how cities and counties plan for sites to accommodate future housing growth, particularly sites for affordable housing. Under state law, if a city or county includes a site in its housing element sites inventory that is zoned for a density of 30 du/ac or more and that site is developed with market-rate housing, then the jurisdiction must identify another site with zoning that allows 30 du/ac or more. As part of the housing element requirements, the jurisdiction must maintain a housing sites inventory sufficient to accommodate the projected housing growth at all times including sites for housing affordable to lower-income households. If any of those sites identified for affordable

housing are developed with market-rate housing, then the jurisdiction must identify additional sites and rezone those sites for housing at 30 du/ac or more within 6 months so that it can accommodate its future affordable housing obligations. This is called the “no net loss” provision.

On July 28, 2020, City Planning staff, in conjunction with its housing element consultant, Ascent Environmental, explained to the Council that the City’s share of the Regional Housing Needs Allocation (RHNA) is 6,383 housing units, which must be planned for over the 2021 to 2029 period. Of the 6,383 housing units, approximately 56 percent of those units must be affordable to households with lower incomes (e.g., \$81,050 or less for a 4-person household). The type of housing that is affordable at those income level is typically apartments.

Though Folsom has a larger proportion of households with children compared to the rest of Sacramento County, it has a growing population of persons aged 65 or older – similar to that of the County. As people age, they often need smaller housing units that are easier to maintain and closer to services. Folsom currently has fewer housing options for those looking to transition out of a larger single-family home. Similarly, as children age and become young adults, there are few affordable housing options here available to them. In addition, while Folsom has almost six million square feet of retail shopping space and has a healthy retail environment compared with other areas in the region, Folsom does not have as many housing options to address the needs of these workers as other cities in this region. As a result, many workers commute into Folsom, which worsens traffic congestion and parking.

While the City has identified sufficient sites for future housing growth, including sites for affordable development, given current development trends here it is anticipated that within a year the City may need to rezone additional sites, particularly to meet the lower income housing needs. This is because of the state’s “no net loss” requirements discussed earlier in this report.

As a result of the ongoing growth, state law changes, and the increasing cost of housing in Folsom, the community faces a challenge. That challenge is not just where to direct this growth, but more importantly ensuring that new housing growth enhances the areas where it is located and minimizes the negative effects of growth (e.g., traffic, noise, greenhouse gas emissions). Future growth should also provide a variety housing types and prices or rents that meet the needs of all income levels. As part of the City Council presentation on July 28, 2020, the Council was asked the following three questions as staff worked to ensure that the City would continue to have enough capacity for future housing growth:

1. Would Council support increasing densities in several key locations?
2. Would Council support increasing the Folsom Plan Area maximum unit count to accommodate an increase in multi-family housing?
3. Would the Council support adding an inclusionary requirement for rental housing?

Overall, the Council supported the concept of increasing density in key locations and increasing the maximum housing unit count in the Folsom Plan Area if analysis supports it but did not support expanding the inclusionary requirement. Based on this information, City staff and the Opticos team reviewed the existing density limit and development standards for those areas. The conclusion was that the density and existing standards prevent development of smaller sites (e.g.,

sites less than 3 acres), favored fewer and larger unit that were less affordable, and if development did occur it would result in poorly designed buildings that would detract from the area. The existing regulations also limit the capacity for growth in these areas, which means the housing element sites inventory could fall below what is required. In that situation, the City would have to identify additional sites closer to established neighborhoods and rezone those to higher density.

As part of their review, Opticos evaluated how the City's existing development standards impacted design and building form and how these standards affected the economics of projects. Based on their review and analysis, Opticos made the following recommendations:

- Encourage attractive design and appropriate building form using FAR instead of density along with objective design standards and appropriate height limits.
- Foster pedestrian activity and reduce reliance on automobiles for trips.
- Improve development economics for these type of projects by considering changes to development standards including parking reductions.
- Promote development that provides a greater number of units and smaller units to encourage affordability.

In addition to Opticos' review, City staff evaluated the distribution of existing and planned affordable housing sites throughout Folsom and looked at opportunities for additional affordable housing locations in the Folsom Plan Area south of Highway 50. City staff also looked at recent successful nearby projects in Roseville and El Dorado Hills as well as approaches used in these communities and in other wealthy communities such as San Rafael and Santa Barbara. Those communities have made changes to focus more on building form, design, and height in innovative ways to encourage attractive and affordable housing options.

Furthermore, Senate Bill 330 (2019) and Senate Bill 8 (2021) now require that jurisdictions conduct design review for all residential projects, including single family development, using objective design standards. This means that design review conducted by either staff, Commission or the City Council is limited to whether the project meets objective standards. Objective design standards must be "uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application" (California Government Code Section 66300(a)(7)). Since design is so critical to whether a project enhances an area or detracts from it, using objective design standards coupled with height limits and FAR is important to ensuring the appropriate and attractive design of new projects.

As a result of this review and the additional legal changes, the key lessons from this effort are the following:

- 1) Focus on building form not just density.
- 2) While higher densities are needed for economic feasibility, just increasing density alone will not result in either attractive development or affordable development (refer to the discussion on p. 26 of Attachment 1).
- 3) A combination of using FAR standards along with objective design standards, build-to

lines, and parking reductions are more likely to result in attractive and appropriate development in these areas as shown in the renderings in Attachment 1.

- a. FAR levels considered ranged from the current 1.5 FAR in the East Bidwell Corridor to between 2.0 and 4.0 FAR in the Glenn and Iron Point Station areas and at the Folsom Town Center along the Alder Creek Parkway transit corridor.

The specific target area recommendations can be found in Attachment 1 beginning on p. 23 with a discussion of key design standards on p. 24 of the Opticos' recommendations memo.

For the Folsom Plan Area, Opticos provided specific recommendations on design and form for the Town Center. City staff also looked additional opportunities for higher-density affordable housing development including sites within the Town Center and other areas including potential Folsom Plan Area sites in the northwest corner of the along Prairie City Road and in the northeast area south of the planned Empire Ranch Interchange at Highway 50. These sites have the potential to accommodate several hundred higher-density and potentially affordable housing units. All of this is conditioned upon the outcome of technical and environmental studies to determine whether there is sufficient infrastructure and water resources to support this additional development.

With recent attractive higher-density projects ranging from 50 to 75 du/ac in the communities of Roseville and El Dorado Hills, Folsom has the potential to accommodate additional development in its target areas to expand its housing sites inventory without having to rezone land outside of these areas. While new development brings with it more people and more traffic, putting development in these target areas where residents will be closer to jobs, services, shopping, and transit will reduce the likelihood that cars will be needed for all trips. Furthermore, it will improve the pedestrian environment in these areas compared to the traffic that would be generated if this development happened elsewhere in Folsom.

Community Outreach: Planning staff conducted two virtual community workshops on April 21 and June 9, 2022 to solicit input from residents, businesses, developers, homeowner's associations, renters, architects, and housing advocates on these issues. In addition, an online survey on the City's housing study website ([www.folsom.ca.us/housingstudy](http://www.folsom.ca.us/housingstudy)) was conducted between Monday, April 25 and Friday, May 13, 2022. The City received 343 responses to the survey. While many longtime Folsom homeowners completed the survey, the City also received responses from renters, younger people, and newer Folsom residents. Overall, younger respondents and those that were renters tended to favor slightly taller and larger development projects (4 to 6-story heights and medium to larger scale), while older residents and longtime homeowners favored shorter and smaller development projects (3-story heights and small to medium scale).

With all the workshops, including this workshop, as well as with the survey, staff sent emails with information about these events to over 500 persons consisting of residents, businesses, homeowners' associations, community and religious groups, developers, preservationists, etc. In addition to email, staff also put out information about the workshops in the City's weekly

electronic newsletter and used social media to alert the public about these workshops and the survey.

**Next Steps and Schedule:** Based on direction from the City Council, staff and its consultant team will begin the technical and environmental studies necessary for any future amendments to the General Plan and Folsom Plan Area Specific Plan. This information will also be incorporated into the Zoning Code update that is currently underway. It is anticipated that these detailed studies will take between 6 to 12 months to complete at which time staff will return to the Planning Commission and Council for action.

In addition, later this summer or early fall, City staff will return to the City Council with a discussion regarding a possible fee for luxury rental projects. While the City Council at its July 28, 2020 meeting was not supportive of applying the City's inclusionary ordinance to multi-family rental projects, new development trends suggest that the City may see new luxury single-family and townhouse rental projects that would be exempt from an affordable housing fee. Staff is also exploring ways that a potential affordable housing fee could be used to address the Council's concern over a potential ongoing cycle of rezones due to the State's "no net loss" requirements.

### **FINANCIAL IMPACT**

No financial impact will result from Council action on this item.

### **ENVIRONMENTAL REVIEW**

This action by the City Council to provide direction to staff is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the California Public Resources Code as there is no possibility that the workshop will have a significant effect on the environment. Once direction is provided by the City Council on design, density and development standards, the City will undertake an environmental analysis in compliance with CEQA to determine whether the changes, including amendments to the General Plan and Folsom Plan Area Specific Plan, would have a significant effect on the environment.

### **ATTACHMENTS**

1. Opticos Recommendations Memo for the Targeted Multi-Family and Mixed-Use Housing Study

Submitted,

---

Pam Johns, Community Development Director



# Recommendations Memo



City of Folsom

Targeted Mixed-Use  
and Multi-Family  
Housing Study

**June 28, 2022**



**CITY OF  
FOLSOM**  
DISTINCTIVE BY NATURE.



*Prepared For:*

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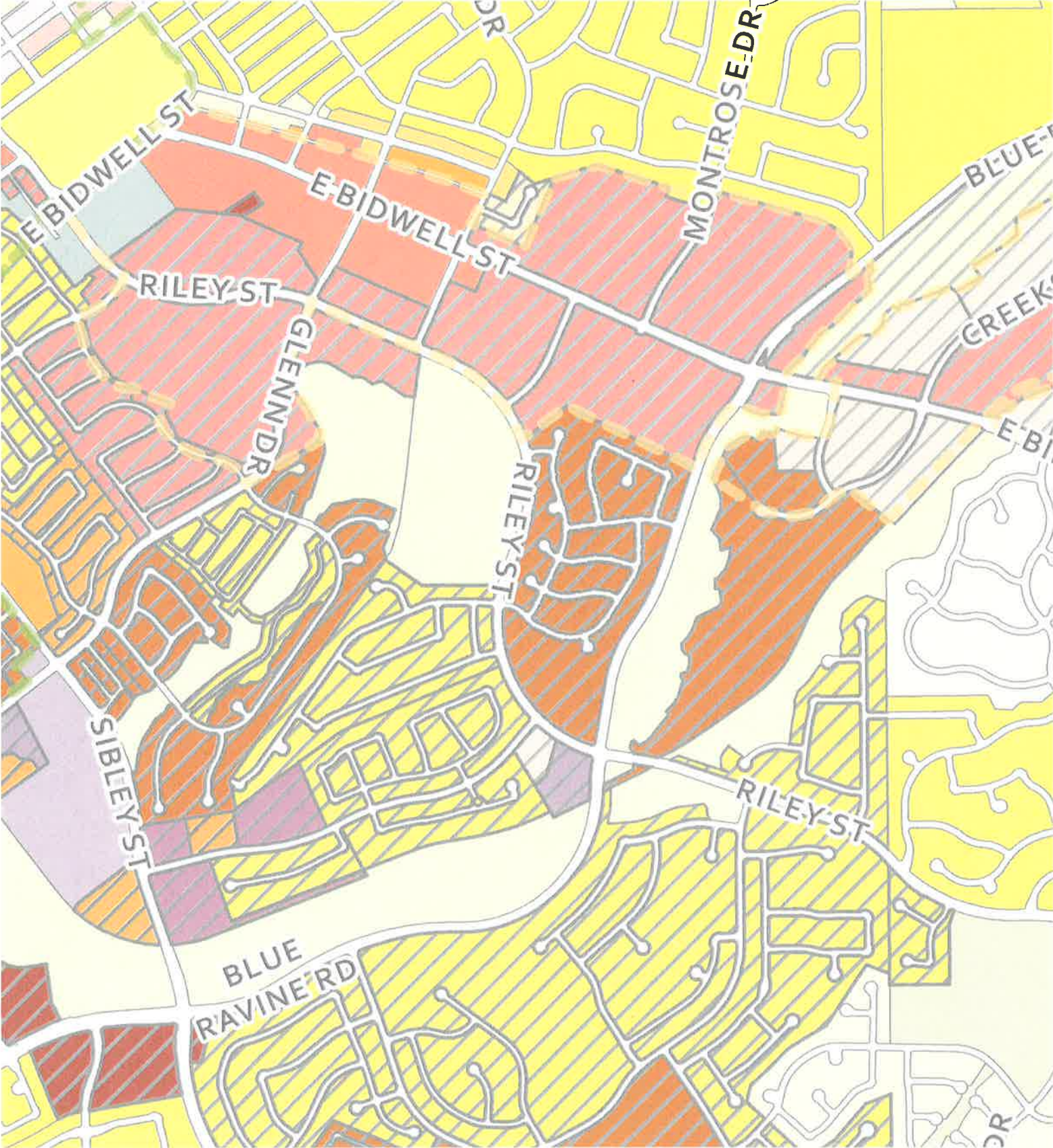
Desmond Parrington,  
Principal Planner  
Stephanie Henry,  
Senior Planner and  
Housing Coordinator

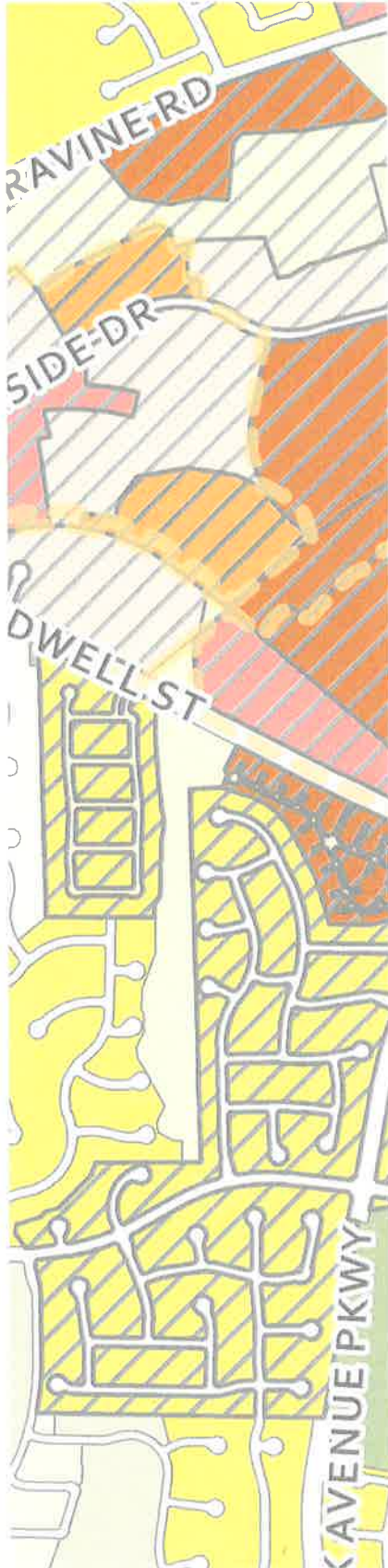


# What's Inside?

## Recommendations Memo

|                                 |           |
|---------------------------------|-----------|
| <b>Background</b>               | <b>5</b>  |
| <b>Opportunity Site Testing</b> | <b>9</b>  |
| <b>Recommendations</b>          | <b>23</b> |
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# Background

SECTION  
**1**

### **Folsom needs to provide more housing opportunities.**

The State of California has identified the number of housing units that Folsom needs to provide through its Regional Housing Needs Allocation (RHNA), and Folsom needs to plan for that growth. As a result, it is imperative that Folsom change the status quo in order to create additional opportunities for housing. This challenge raises a series of questions:

- Where should additional housing opportunities be located?
- What kind of housing should be built?
- How should these additional housing opportunities be enabled?

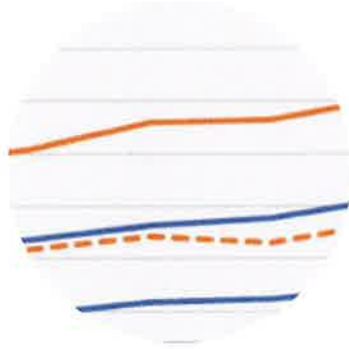
Folsom needs an approach that can target particular locations that are best suited to accommodate additional housing and can incorporate community input on the form and scale of the new development in a way that makes the development financially feasible.

In setting the parameters for this study, the City has identified targeted study areas that are well-suited for additional housing. Within these targeted study areas, this memo addresses the remaining two questions, using community input and financial feasibility analysis to identify the preferred form and scale of new development at those locations (see Section 2, Opportunity Site Testing), and issuing recommendations for changes to existing development standards to enable this additional housing (see Section 3, Recommendations).

# Key Issues

**These issues convey the urgency of providing new housing in Folsom and barriers to meeting this need.**

1



**High housing demand with limited housing stock** results in unaffordability for children of longtime residents, seniors who want to downsize or who don't drive as often, and people who work in Folsom.

2



Folsom's housing supply doesn't provide enough **options for diverse lifestyles**, including for residents who want to live a **compact, walkable and transit-oriented lifestyle**.

3



One of the barriers to the production of diverse housing options is **regulatory standards** that end up making a site **infeasible to develop as housing or that result in unattractive development**.

# Targeted Study Areas

**This study provides recommendations for three targeted study areas within Folsom.**

This project provides recommendations for changes to development standards, General Plan policies, and zoning regulations in targeted areas that can help to support infill housing in Folsom.

Recommendations will be tailored to three general areas, which have been identified by the City as best suited to accommodate new housing.

■ **The East Bidwell Mixed-Use Overlay Zone** along the East Bidwell corridor. With existing retail and service uses along this corridor, new infill housing would create a mixed-use environment where residents could have easy access to services, shopping, and jobs within walking distance of their homes. This new infill housing would also benefit from the planned improvements to the East Bidwell right-of-way.

■ **The Folsom Boulevard TOD study area\*** along Folsom Boulevard. This area encompasses two light rail stations, Glenn Station and Iron Point, as well as the Folsom Parkway Rail Trail. As a result, housing in this location would have easy access to transit and bicycle infrastructure and offer built-in mobility alternatives for people interested in a less car-dependent lifestyle.

■ **The New Town Center in the Folsom Plan Area** south of US-50. Planned through a Specific Plan process that included community engagement, this location is slated for new mixed-use and multi-family development that will create housing opportunities at a new node of retail, service, and public space.

\*Note that the Historic District light rail station is excluded from this study.



- Key**
- East Bidwell Mixed-Use Overlay Zone
  - Folsom Boulevard TOD study area
  - Folsom Plan Area's New Town Center





# Opportunity Site Testing

SECTION  
**2**

**Opportunity site testing analyzes the housing capacity of actual sites on the ground. This study tested hypothetical buildout concepts on a site in each of the three targeted study areas where the City envisions opportunities for more housing.**

The potential buildout scenarios were informed by community feedback about preferred building form, building scale, and key design elements received at a public workshop and through an online survey.

After beginning with the community's desired vision, these hypothetical buildout concepts were then subject to multiple iterations of financial feasibility analysis in order to understand what conditions are necessary to make these projects feasible at these locations and arrive at a prototype in the realm of financial viability.

Because the sample designs plan for long-term value and livability, they may not always reach the theoretical maximum capacity of a site. However, they are representative of a desirable development approach that creates a place where people want to live.

# Site 1

## Snowline Hospice Thrift Store

### Overview



**Address**  
616 E. Bidwell St.

**Targeted study area**  
East Bidwell Mixed-Use Overlay Zone

**Current site condition**  
Single-story retail building

**Site dimensions**  
170 ft wide x 350 ft deep

#### Existing Conditions

This is a deep lot bounded by East Bidwell Street in the front and an alley in the rear. It is surrounded on both sides by multi-tenant retail centers. Multi-family residential buildings are located directly behind the site across the rear alley. There is one single-story retail building onsite containing the Snowline Hospice Thrift Store.

#### What We Heard From The Community

Community members expressed that a height of three to four stories felt about right for this location. There was also some support for taller development on corner sites, such as up to five stories.

Given the scale and character of the East Bidwell corridor, it was also important to the community to explore ways to make the buildings look and feel smaller, with small to medium width and bulk.

#### Vision

The design concept for this site includes two courtyard buildings. One courtyard building, in the center of the rendering on the next page, faces East Bidwell. The second courtyard building is located in the rear half of the lot. The second courtyard building is nearly identical to the first, but is rotated ninety degrees to face a new pedestrian passage along the side lot line, visible on the left side of the rendering.

Parking for this project would be located behind these buildings in both surface parking lots and tuck-under spaces at the ground floor of the building.

Common open space in the form of courtyards would be accessed directly from the sidewalk. Additional open space would take the form of the tree-lined pedestrian passage pictured on the left of the rendering, which leads from East Bidwell Street to the rear courtyard and finally to the alley at the rear of the site.



## Design Concept + Site Testing Outcome



Left: View looking across East Bidwell Street towards the opportunity site.

Below: Rendering depicting the design vision for this site looking across East Bidwell Street towards the opportunity site. Note that this rendering is illustrative only. It represents hypothetical build-outs used to calculate potential new housing and does not represent an actual development proposal.



Above: Conceptual site plan. Arrow indicates vantage point for perspective rendering.

| Site Test Assumptions + Yields |                      |
|--------------------------------|----------------------|
| # of Units (du)                | 82                   |
| # of Buildings                 | 2                    |
| Bldg type                      | Courtyard            |
| Height (stories)               | 3-4                  |
| Bldg width (ft)                | 140                  |
| Bldg depth (ft)                | 100                  |
| Density (du/ac)                | 59                   |
| FAR                            | 1.0                  |
| Parking (sp/du)                | 1.0                  |
| Parking type                   | Surface + tuck-under |
| Front setback (ft)             | 15                   |
| Lot width (ft)                 | 170                  |
| Lot depth (ft)                 | 350                  |
| Lot area (ac)                  | 1.4                  |

# Architectural Style

The two renderings below illustrate how the design vision for this site could be expressed in two different architectural styles.

*Upper image: Buildings on this site expressed in a contemporary architectural style*

*Lower image: Buildings on this site expressed in a traditional architectural style*

The top image represents a contemporary architectural style, while the bottom image represents a more traditional architectural style. Both images depict the same building types, building configurations, building scale, and building program. The

difference is in the exterior architectural expression which conveys the building in a particular style.

If there are certain locations where particular architectural styles are important to the community, the City can consider opportunities to incorporate architectural style standards into future design standards for those areas.



# Key Design Elements

Regardless of architectural style, there are aspects of the two example designs that accomplish the same design goals through key design elements. These design elements can be considered and regulated independent of architectural style and are important for ensuring that development will make positive contributions to the public realm.



## Design Elements

- **Open space** creates a buffer between the public realm and individual unit entries and provides an amenity for residents
- **Pedestrian entries** to individual units and to shared stairwells open directly onto the courtyard and onto the pedestrian passage
- **Shopfront frontages** oriented towards East Bidwell Street could provide amenities to residents or could provide leasable service or retail space
- **Upper story is located within the roof form** to reduce the perceived height of the building
- **Building height steps down** from four stories in the rear down to three stories in the wings that project towards the street to reduce the perceived scale

*Upper image: Key design elements highlighted on a building that has a contemporary architectural style*

*Lower image: Many of the same key design elements highlighted on a building that has a traditional architectural style*

## Key Regulatory Barriers

**Parking standards.** Currently, the site requires 1.5 spaces per unit. The design concept tested for this opportunity site provides 1.0 spaces per unit.

**Density.** The prototype tested 59 du/acre for feasibility, exceeding the current maximum of 30 du/acre.

# Site 2

## Glenn Station Park-and-Ride Lot Overview



**Address**  
1025 Glenn Dr.

**Targeted study area**  
Folsom Boulevard TOD study area

**Current site condition**  
Park-and-ride parking lot serving light rail station

**Site dimensions**  
315 ft wide x 370 ft deep

### Existing Conditions

This site is adjacent to Glenn Station, a stop on the Gold Line of the Sacramento Regional Transit (SacRT) light rail that connects Folsom to downtown Sacramento. The light rail runs along the western edge of the site, as does the Folsom Parkway Rail Trail. The site is used as a park-and-ride surface parking lot for people using the light rail.

### What We Heard From The Community

The community expressed support for more intense development at this location given its adjacency to a light rail station. In general, we heard that five stories felt about right for this location. Community members were also open to buildings that felt and looked large in width and bulk.

The community also expressed interest in exploring additional design guidelines for this location in order to

make larger buildings attractive and also transition in scale to adjacent lower-scale development. It is also important to the community and to SacRT to accommodate parking for the light rail users, whether onsite or on an adjacent parcel, when this site is redeveloped.

### Vision

The design concept for this site includes one four-story building and two five-story podium buildings. These are arranged to create a common open space at the entrance to the station and a public pedestrian paseo leading through the site from the station to a potential parking lot across Coolidge Drive. These three buildings accommodate 305 units and 1,500 square feet of commercial space. The commercial space could be used for an amenity that serves residents, such as a day care.

## Design Concept + Site Testing Outcome



Left: View looking from the station pavilion east across the parking lot at the existing opportunity site.

Below: Rendering depicting the design vision for this site looking from the station pavilion east across the parking lot. The rail line is behind the vantage point. Note that this rendering is illustrative only. It represents hypothetical build-outs used to calculate potential new housing and does not represent an actual development proposal.



Above: Conceptual site plan. Arrow indicates vantage point for perspective rendering.

| Site Test Assumptions + Yields |                       |
|--------------------------------|-----------------------|
| # of Units (du)                | 305                   |
| # of Buildings                 | 3                     |
| Bldg type                      | Podium and corridor   |
| Height (stories)               | 4-5                   |
| Bldg width (ft)                | Range from 90-200     |
| Bldg depth (ft)                | Range from 60-280     |
| Density (du/ac)                | 112                   |
| FAR                            | 2.0                   |
| Parking (sp/du)                | 1.1                   |
| Parking type                   | Podium and tuck-under |
| Front setback (ft)             | 10                    |
| Lot width (ft)                 | 315                   |
| Lot depth (ft)                 | 370                   |
| Lot area (ac)                  | 2.7                   |

## Key Design Elements



### Design Elements

- **Open space** in the form of a green or plaza provides a gathering space at the station entrance, and a public pedestrian paseo leads through the site towards public parking across the street
- **Pedestrian entries** to individual units and to shared stairwells open directly onto public space
- **Corner element** near the entrance to the station anchors the public open space
- **Shopfront frontage** facing public open space could provide amenities to residents or could provide leasable service or retail space
- **Upper story is located within the roof form** to reduce the perceived height of the building
- **Massing breaks down perceived bulk** by designing recesses in the wall plane and variations on style and material so that one large building actually reads as several smaller buildings
- **Upper story setback** with the top story set back 10 feet behind the facade plane to reduce perceived height from the pedestrian paseo

## Key Regulatory Barriers

In testing development standards for this site, the following standards were found to be key barriers to development that both satisfied the community's preferred form and scale and also demonstrated financial feasibility.

**Building height.** Currently, this site allows building height up to 4 stories. The design concept depicted for this opportunity site shows buildings that could range from 4 stories to 5 stories in different areas of the site.

**Setbacks.** Currently, the site requires a 20 ft minimum front setback and a 15 ft minimum side street setback. The design concept depicted for this site shows 10 ft front and side street setbacks.

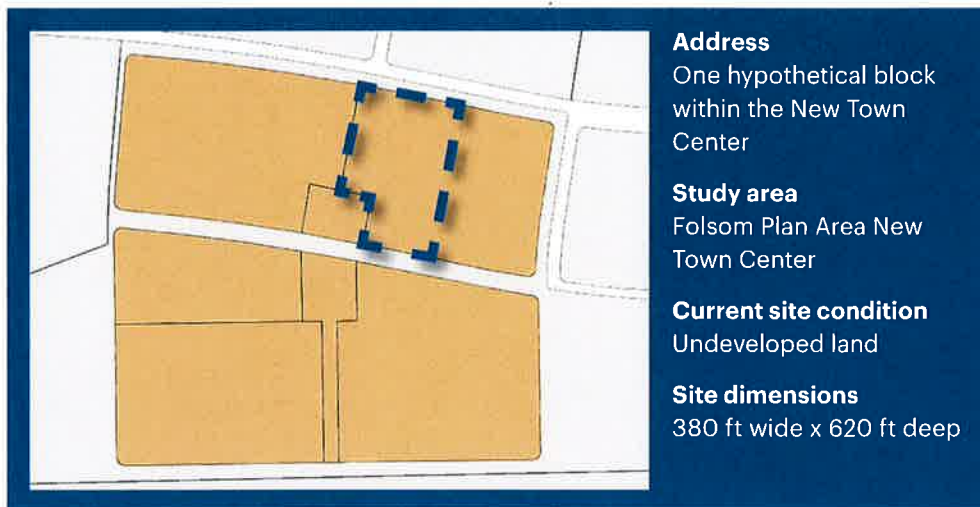
**Parking standards.** Currently, the site requires 1.5 to 2.5 spaces per unit, depending on unit size. The design concept depicted for this opportunity site provides 1.1 spaces per unit.

**Density.** Currently this site allows up to 30 du/acre. The design concept depicted for this site shows 112 du/acre.

# Site 3

## Block in New Town Center

### Overview



#### Address

One hypothetical block within the New Town Center

#### Study area

Folsom Plan Area New Town Center

#### Current site condition

Undeveloped land

#### Site dimensions

380 ft wide x 620 ft deep

#### Existing Conditions

This site is currently undeveloped land in the Folsom Plan Area. Development is completed or underway for neighborhoods in other parts of the Folsom Plan Area, but the New Town Center is unbuilt. It is anticipated that this site will be made available for development in the near future.

#### What We Heard From The Community

In the Folsom Plan Area Specific Plan, this site was envisioned as a walkable, mixed-use town core for the Folsom Plan Area.

The community reiterated these desires in outreach for the present study and also expressed preference for a mix of scales, three stories up to six stories in height and medium in bulk, and making sure to transition in scale from a higher intensity at the town center's core to a lower intensity

at the edges where it interfaces with surrounding residential neighborhoods.

#### Vision

The New Town Center envisioned in the Specific Plan is composed of a series of medium to large-scale mixed-use buildings oriented around a public plaza or square.

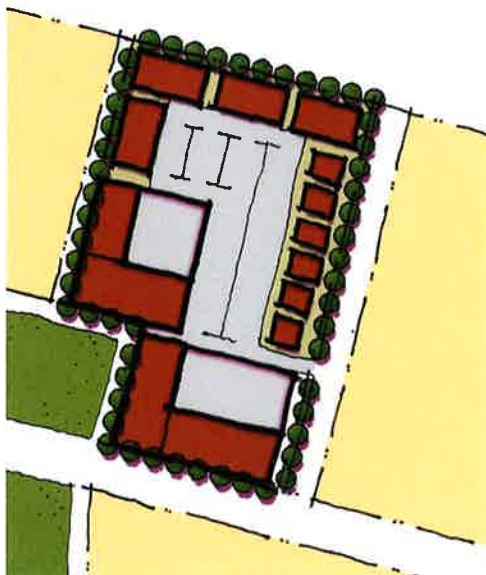
The hypothetical block that was tested as part of the feasibility analysis for this study included mixed-use podium buildings up to six stories in height, multi-family corridor apartment buildings, and smaller surface-parked multi-family buildings.



# Design Concept + Site Testing Outcome



Below and left: Renderings from the Folsom Plan Area Specific Plan depicting design concepts for the New Town Center area. Note that these renderings are illustrative only. They represent hypothetical build-outs and do not represent an actual development proposal.



Above: Conceptual site plan developed for site testing

| Site Test Assumptions + Yields |                             |
|--------------------------------|-----------------------------|
| <b># of Units (du)</b>         | 439                         |
| <b>Retail area (sf)</b>        | 78,000                      |
| <b># of Buildings</b>          | 12                          |
| <b>Bldg type</b>               | Podium, corridor, multiplex |
| <b>Height (stories)</b>        | 3 to 6                      |
| <b>Bldg width (ft)</b>         | Ranges from 40 to 250       |
| <b>Bldg depth (ft)</b>         | Ranges from 60 to 240       |
| <b>Density (du/ac)</b>         | 90                          |
| <b>FAR</b>                     | 1.8                         |
| <b>Parking (sp/du)</b>         | 1.1 + 1 per 1,000 sf retail |
| <b>Parking type</b>            | Podium and surface          |
| <b>Front setback (ft)</b>      | 5-15                        |
| <b>Lot width (ft)</b>          | 380                         |
| <b>Lot depth (ft)</b>          | 620                         |
| <b>Lot area (ac)</b>           | 4.9                         |

## Key Design Elements



### Design Elements

- ▭ **Architectural projections** like balconies, awnings, and eaves create focal points of visual interest
- ▭ **Corner elements** like facade expression that wraps around corners
- ▭ **Massing breaks down perceived bulk** by designing recesses in the wall plane so that one large building actually reads as several smaller buildings
- ▭ **Pedestrian entries** to individual residential units and to shared stairwells open directly onto the sidewalk or public space with frontages that transition from the building entries to the pedestrian realm

## Key Regulatory Barriers

In testing development standards for this site, the following standards were found to be key barriers to development that both satisfied the community's preferred form and scale and also demonstrated financial feasibility.

**Building height.** Some of the images shared here, which were developed as part of the Folsom Plan Area Specific Plan, show buildings up to approximately 70 feet in height. Currently, the maximum building height allowed by the Specific Plan development standards is 50 feet.

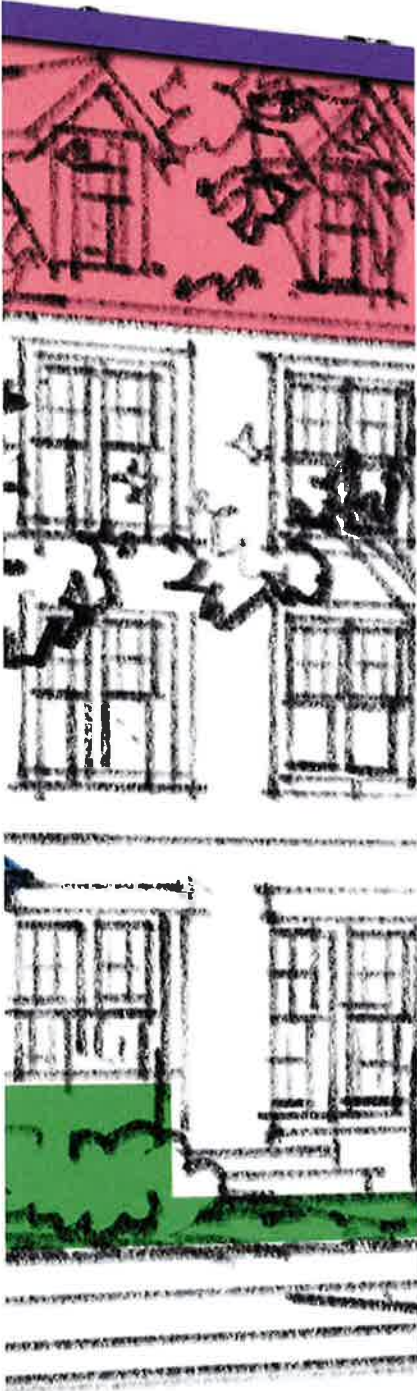
**Parking standards.** Currently, residential parking requirements are between 1.5 and 2.5 spaces per unit, depending on unit size, and the commercial parking requirement is 3 spaces per 1,000 square feet. What this study evaluated for purposes of feasibility testing was 1.1 spaces per residential unit and 1 space per 1,000 square feet of commercial space.

**Density.** Currently, this site has a maximum density of 30 du/acre. The design concept evaluated for purposes of feasibility had 90 du/acre.



# Recommendations

SECTION  
**3**



**The recommendations in this section can help promote a predictable built outcome that is aligned with the community's vision for housing in these locations.**

Folsom needs to provide more housing and more diverse types of housing to meet the housing needs of its residents. Development standards for mixed-use and multi-family housing, if regulated carefully, can promote more housing that is consistent with the desired character of the community.

Current regulations are not creating the housing diversity needed to serve the current and future needs of Folsom. In order to meet these needs, it is important to understand what targeted changes will be most impactful to unlocking opportunities for infill housing in these priority locations.

# Overview of Key Standards

**Regulatory standards help to shape development outcomes. Some of the key regulatory standards that will factor into recommendations are introduced here.**

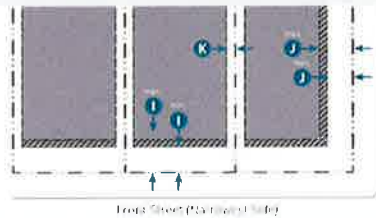
## Key Standards for Built Form

### Building Placement

Building placement standards regulate where buildings are situated on a lot. These regulations are frequently expressed as minimum setbacks, although build-to lines are a preferable regulatory tool to produce predictable built results.

utilized to help new development relate to existing context. Strategies include upper-story setbacks that require the facade to step back from the built-to line at upper stories, and facade articulation that may require a break in the wall plane after a maximum distance of unbroken facade.

*Right: This diagram presents the concept of a build-to line. A build-to line is a line parallel to a property line or right-of-way where a building facade must be placed. Build-to lines help ensure that building fronts are placed close enough to the street or sidewalk to create a pedestrian-oriented environment.*



**Build-to line expressed as a min. and max. range. The building facade must be placed within this area and cannot be set back behind this range.**

### Building Types

Buildings can be categorized according to their physical form. While certain uses or functions may be typical of certain building types, uses are not a primary determinant of building type. Different building types are appropriate for different contexts and site conditions, depending on lot dimensions, resident preferences, market conditions, and the nature of the adjacent street.

### Building Height

Building height can be regulated by number of stories, overall height, or both.

Regulating by building types creates more predictability in form and scale, and context-sensitive development. Each of the targeted study areas can allow a range of different building types that respond to existing contexts.

### Massing and Articulation

The composition of building volumes and facades helps enliven the streetscape, helping people orient themselves and creating a more comfortable experience for pedestrians navigating the space. Standards for massing and articulation can include regulations for facade composition, patterns of openings, and corner elements.

### Parking Location

Although parking location does not directly impact the production of housing, regulating the location of parking is critical to creating the desired built environment. It is recommended to require the parking in the rear of the lot or at least behind a habitable ground floor whenever feasible, to encourage buildings closer to the sidewalk, creating a more active, more pedestrian-friendly, and safer environment.

This group of standards also includes strategies to reduce the perception of building scale and bulk and is frequently

### Standards for Large Sites

For lots larger than 3 acres and longer than approximately 750 linear feet along a street, standards should require the creation of new streets and blocks

to fit better into the existing context. This will avoid so-called "superblock" developments that are typically inward-facing and do not support walkability, livability, or safety.



## Key Standards for Mixed-Use Environments

### Frontages

A frontage is the part of a building that connects the public realm (street and sidewalk) with the private realm (yard or building), providing an important transition between the two. Examples of different frontage types include porches, stoops, and shopfronts.

Frontage standards can include regulations on which types of frontages are allowed in particular areas as well as dimensional standards for each frontage type.

In mixed-use environments, frontage standards should ensure that residential frontage types are crafted along with frontage types typical of retail environments in order to enable ground-floor residential uses on secondary facades.

### Building Placement

Where the City wants to enable either ground-floor retail or residential uses on the front facade, consider flexible build-to lines.

## Key Standards Impacting Economic Feasibility

### Parking Requirements

Minimum requirements for parking space(s) per dwelling unit can play a large role in limiting development and feasibility if the standards are not properly calibrated for the context. Current standards for

parking in the study areas are high, requiring larger lots for developments and limiting the sites' capacity for new infill housing at these priority locations.

Reductions in parking requirements should be coordinated with the provision

of mobility alternatives, which can include bicycle infrastructure and storage, car-share programs with dedicated spaces for car-share vehicles onsite, and transit service with transit passes for residents.

One resource as an alternative mobility option is the new SmaRT Ride service. Sacramento Regional Transit (RT) now provides on-demand transit service through an app that can take users directly to major offices, shopping centers and light rail stations in Folsom. The new service will also be available in the Folsom Plan Area. The fee to use the service is half the cost of bus and light rail fares.

Another resource in planning for alternative mobility options is GreenTRIP,

a program launched in the San Francisco Bay Area and expanding statewide, which offers a certification for new development that provides mobility alternatives in exchange for reduced parking.

### Density Limits

A common misconception is that lower densities mean smaller buildings and that higher densities mean larger buildings. However, density is a numerical approach based on the lot size that does not regulate the size of buildings or how they relate to their surrounding contexts. A moderate-density building may still dwarf a house next to it, just as a high-density building may blend into the surrounding neighborhood as a house-scale building.

### Why Density Alone Can Have Unexpected Built Outcomes

While people commonly assume that density limits ensure that new projects will be compatible with their context, this is not actually the case. See the images at right of projects which have nearly the same density but drastically different built form.

The number of dwelling units may have no correlation with the size of those units, their arrangement on the lot, or the form of the buildings within which they appear. There is a misconception that high density means big buildings, despite the fact that existing house-scale buildings often achieve higher densities.

In order to achieve the benefits of increased housing choices—including attainability, support for neighborhood walkability, and compatibility with context—a thoughtful approach to regulating form, scale, and building types is most important.



**Above: Large corridor apartment building**  
60 units; 30 du/ac.  
Building 175' x165'; 3 Stories



**Above: House-scale courtyard building**  
8 units; 31.7 du/ac.  
Building back bar 84 x 32, wings coming to street 31 x 25, courtyard 30 x 36; 2 Stories





Density should not be considered a standard that produces particular built form outcomes. Instead, a combination

of building types and building massing regulations can create desirable results regardless of a project's numerical density.

## Key Regulatory Tools

### Objective Design Standards (ODS)

Per state law, cities must have clear, objective standards for multi-family development projects, including affordable housing projects. These types of projects must be reviewed by city staff using only objective standards. Planning Commission and Council can no longer review design.

In many cases, Objective Design Standards may be one of the most

important ways for local jurisdictions to influence the design of multi-family and mixed-use buildings.

The City of Folsom will undertake to create Objective Design Standards in the near future and can incorporate recommendations from this project into the new standards.

## A Note on Housing Affordability

While recommendations for policies or programs that address housing affordability are outside the parameters of this project, the goal to provide housing opportunities for all income levels informs the thinking behind this study.

The enclosed recommendations can support housing affordability in myriad ways, including:

- Objective Design Standards create a predictable and streamlined approval process for developers who produce multi-family and affordable housing while also providing a predictable built outcome for the community
- Increases in density, when coupled with appropriate building form standards, can help encourage the provision of smaller units which are generally available at a more attainable price point than larger units
- Parking requirement reductions reduce development costs and enable developers to provide more units
- Unbundling parking, i.e. offering tenants the option to lease a dwelling unit without also leasing a parking space, can help bring down unit costs for individual tenants and can reduce the number of parking spaces required in a development

# Emerging Best Practices on Density and FAR

## Density, FAR, and Predictability of Built Form

As described in the previous section, density alone as a regulatory tool does not always result in predictable built form. Factors such as building length, size, and bulk, and the type and sizes of dwelling units can result in buildings with similar densities and different built outcomes. When the State Density Bonus is applied to mixed-income projects, the resultant building form can deviate even further from expectations. Density cannot yield predictable built form results.

FAR (floor area ratio) can result in more predictable buildings especially when used with other, form-based regulations to guide the outcome of the zoning envelope. FAR measures the ratio of total usable built floor area to the area of the lot. As an example, a single-story building that covers 100 percent of its lot has an FAR of 1.0, as does a two-story building that covers 50 percent of the lot. In this way, FAR directly regulates building square footage relative to lot size, which yields a level of predictability in a building's mass, an important aspect of built form that can complement other building form standards in Objective Design Standards.

## Regulating with FAR Instead of Density

Given density's inability to deliver predictable built form, an emerging best practice is to replace density with FAR as a regulatory tool.

Some opponents of eliminating density requirements fear that it will result in buildings with very high numbers of micro-units or single room occupancy (SRO) units. While unlikely, additional standards can be considered to prevent this situation, such as establishing minimum requirements for "family units" or 2+ bedroom units in multi-family projects.

Eliminating density does not jeopardize density bonus projects. FAR can be used instead of density to determine base entitlements and also to determine density bonus allocations, as described in the El Cerrito example on the facing page.

## Establishing FAR Standards

Rather than establishing FAR maximums up-front, determining FAR standards after other form standards have been established can better ensure that FAR furthers the City's goals for desired built form.

The process of determining potential built outcomes in the opportunity site testing in this project can be helpful to determine an appropriate resultant FAR for projects in Folsom. Further site testing can help to determine appropriate FAR levels for future housing projects in Folsom.

### Examples From Other Communities

Several other California cities have begun to eliminate density standards and rely on FAR instead. The following are some examples from Northern California.

#### Roseville

Roseville has recently adopted standards that allow projects to meet either density maximums or FAR maximums, whichever is more permissive. With its moderate density maximum (36 du/ac) and relatively high FAR maximum (4.0), FAR is likely to effectively replace density as the applicable regulatory tool for new projects.

#### San Rafael

In its 2020 General Plan, San Rafael eliminated density standards for

its downtown and now relies on FAR instead. The intention behind this change was to increase the predictability of built form as the City pursues its housing goals. This policy change was implemented in the Downtown Precise Plan, which makes no mention of density.

#### El Cerrito

In its 2014 San Pablo Avenue Specific Plan, El Cerrito eliminated density standards for the San Pablo Avenue Specific Planning Area. The City has established the legal precedent for using FAR in awarding state density bonuses by awarding additional square footage rather than additional density to state density bonus recipients.



Above: Locations of example communities in Northern California

# Recommendations for the East Bidwell Study Area

Note: The existing standards evaluated in this matrix are from the C-2 zoning district and the East Bidwell Mixed-Use Overlay.

| Recommendations Matrix                  |                                                                                                                                                                                                                                                  |                                                                                                                                       |                                           |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Regulation                              | Existing Standard                                                                                                                                                                                                                                | Proposed Adjustment                                                                                                                   | Implementation Tool                       |
| <b>Building height</b>                  | 4 stories (50 ft) max.                                                                                                                                                                                                                           | <b>5 stories max. on corner sites</b>                                                                                                 | Objective Design Standards                |
| <b>Front setback</b>                    | None required                                                                                                                                                                                                                                    | <b>Build-to line of 5-10 ft min. to 15-20 ft max.</b>                                                                                 | Objective Design Standards                |
| <b>Parking for Multi-Unit Dwellings</b> | 1.5 spaces per unit min.                                                                                                                                                                                                                         | <b>0.7-0.9 space per unit min.</b>                                                                                                    | Objective Design Standards                |
| <b>Parking for Retail</b>               | 1 space per 200 sf min.                                                                                                                                                                                                                          | <b>Allow small retail spaces in mixed-use buildings to pool parking space with adjacent parcels rather than providing them onsite</b> | Objective Design Standards                |
| <b>Density</b>                          | 20-30 du/acre                                                                                                                                                                                                                                    | <b>60-80 du/acre max., or eliminate density standard</b>                                                                              | General Plan + Objective Design Standards |
| Additional Standards Considerations     |                                                                                                                                                                                                                                                  |                                                                                                                                       |                                           |
| <b>Frontage types</b>                   | Allow frontage types appropriate to both retail uses (e.g. shopfronts) and ground-floor residential uses (e.g. porches). Create sufficient depth (10-15 ft) in residential frontages to buffer these building entries from the street.           |                                                                                                                                       |                                           |
| <b>Building types</b>                   | Regulating by building types can help create predictable built form. Building types can incorporate dimensional standards like building width.                                                                                                   |                                                                                                                                       |                                           |
| <b>Massing and articulation</b>         | Consider requiring massing strategies such as upper-story stepbacks and facade articulation to reduce the perceived bulk of new development.                                                                                                     |                                                                                                                                       |                                           |
| <b>Standards for large sites</b>        | Plan for the possibility of redevelopment of large parcels. Incorporate street and block standards and open space standards to encourage a walkable development pattern.                                                                         |                                                                                                                                       |                                           |
| <b>Pedestrian entry standards</b>       | Regulate a minimum distance between pedestrian entries along a building facade and require that ground-floor units be accessed from the sidewalk or common open space.                                                                           |                                                                                                                                       |                                           |
| <b>Density minimums</b>                 | Consider density minimums that capture the City's housing goals for infill sites and helps the City meet its RHNA allocation goals.                                                                                                              |                                                                                                                                       |                                           |
| <b>Unbundling parking</b>               | Unbundling parking, i.e. offering tenants the option to lease a dwelling unit without also leasing a parking space, can help bring down unit costs for individual tenants and can reduce the number of parking spaces required in a development. |                                                                                                                                       |                                           |

**Rationale**

Allowing taller building heights on corner sites enables the creation of nodes of intensity along the corridor.

Regulate as a build-to line rather than a setback. Dimensions provided are flexible enough to accommodate either retail or residential use on the ground floor. Build-to lines will ensure that buildings are placed to engage the street and sidewalk. In order to improve comfort and safety for pedestrians, incorporate a small buffer into the dimension that can accommodate an expanded sidewalk and/or a frontage that transitions from the sidewalk to the building face.

A reduced parking ratio was required for feasibility on the opportunity site tested. Lowering the parking ratio further will increase development feasibility. This parking ratio should be paired with alternative mobility strategies like onsite car-share.

Particularly on small infill sites, parking requirements make it difficult to realize development potential due not only to the cost of providing parking but also because of the physical constraints of the lot. The parking ratio for retail square footage is more demanding than the parking ratio for residential square footage and can be difficult to physically accomplish on sites like the opportunity site studied on East Bidwell St. Currently, some of the retail centers along East Bidwell have an excess of parking spaces that could be used by patrons of small retail or service components in new mixed-use buildings. Eliminating the parking requirement for small retail spaces, provided there is adequate parking on adjacent parcels, can help enable mixed-use development on this corridor.

Higher density was required for feasibility in the opportunity site test. This increased density can enable smaller, more attainable units. Increase in density should be paired with the development of robust design standards to control built form.

# Recommendations for the Folsom Blvd. TOD Study Area

Note: The existing standards evaluated in this matrix are from the R-4 zoning district.

| Recommendations Matrix                    |                                                                                                                                                                                                                                                  |                                                                                |                                           |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|
| Regulation                                | Existing Standard                                                                                                                                                                                                                                | Proposed Adjustment                                                            | Implementation Tool                       |
| <b>Building height</b>                    | 4 stories (50 ft) max.                                                                                                                                                                                                                           | <b>Up to 5 stories max., and up to 7 stories max. at TOD sites</b>             | Objective Design Standards                |
| <b>Front setback</b>                      | 20' min.                                                                                                                                                                                                                                         | <b>Build-to line of 5-10 ft min. to 15-20 ft max.</b>                          | Objective Design Standards                |
| <b>Side street setback</b>                | 15' min.                                                                                                                                                                                                                                         | <b>Build-to line of 5-10 ft min. to 15 ft max.</b>                             | Objective Design Standards                |
| <b>Parking for Multi-Unit Dwellings</b>   | 1.5-2.5 spaces per unit min. (varies by unit size)                                                                                                                                                                                               | <b>0.5-0.75 spaces per unit min. at TOD sites; 1 space/unit min. elsewhere</b> | Objective Design Standards                |
| <b>Density</b>                            | 20-30 du/acre                                                                                                                                                                                                                                    | <b>100-120 du/acre max., or eliminate density standard</b>                     | General Plan + Objective Design Standards |
| Additional Standards                      |                                                                                                                                                                                                                                                  | Considerations                                                                 |                                           |
| <b>Frontage types</b>                     | Allow frontage types appropriate to both retail uses (e.g. shopfronts) and ground-floor residential uses (e.g. porches). Create sufficient depth (10-15 ft) in residential frontages to buffer these building entries from the street.           |                                                                                |                                           |
| <b>Building types</b>                     | Regulating by building types can help create predictable built form. Building types can incorporate dimensional standards like building width and depth.                                                                                         |                                                                                |                                           |
| <b>Massing and articulation standards</b> | Consider massing strategies such as upper-story stepbacks, facade articulation, and upper stories within roof forms to reduce the perceived bulk of new development.                                                                             |                                                                                |                                           |
| <b>Standards for large sites</b>          | Plan for the possibility of redevelopment of large parcels. Incorporate street and block standards and open space standards to encourage a walkable development pattern.                                                                         |                                                                                |                                           |
| <b>Unbundling parking</b>                 | Unbundling parking, i.e. offering tenants the option to lease a dwelling unit without also leasing a parking space, can help bring down unit costs for individual tenants and can reduce the number of parking spaces required in a development. |                                                                                |                                           |
| <b>Alternative mobility provisions</b>    | Pair a reduction in parking requirements with a requirement for alternative mobility options, including transit passes.                                                                                                                          |                                                                                |                                           |

### Rationale

Located along a transit corridor, this targeted area is a rational location for the greatest intensity of new residential development. Anticipating that podium buildings will be required in order to capture the desired development potential on this site, taller building heights will likely be necessary in order to offset the costs of this more expensive construction type. At the Glenn Station opportunity site tested, five stories across the site was in the realm of feasibility. Consider allowing some taller heights at this location to ensure that this development remains feasible. This will also allow development to be taller than 5 stories at the station entrance and step down to lower heights at the edges of the parcel to transition to the surrounding context.

Regulate as a build-to line rather than a setback. The proposed dimensions are flexible enough to accommodate either retail or residential use on the ground floor. Build-to lines will ensure that buildings are placed to engage the street and sidewalk. In order to improve comfort and safety for pedestrians, incorporate a small buffer into the dimension that can accommodate an expanded sidewalk and/or a frontage that transitions from the sidewalk to the building face.

Regulate as a build-to line rather than a setback. The proposed dimensions are flexible enough to accommodate either retail or residential use on the ground floor. Build-to lines will ensure that buildings are placed to engage the street and sidewalk. In order to improve comfort and safety for pedestrians, incorporate a small buffer into the dimension that can accommodate an expanded sidewalk and/or a frontage that transitions from the sidewalk to the building face.

A reduced parking ratio was required for feasibility on the opportunity site tested. Lowering the parking ratio further will increase development feasibility. This parking ratio should be paired with alternative mobility strategies like onsite car-share and transit passes.

Higher density was required for feasibility in the opportunity site test. This increased density can enable smaller, more attainable units. Increase in density should be paired with the development of robust design standards to control built form.

# Recommendations for the New Town Center Study Area

Note: The existing standards evaluated in this matrix are from the SP-MU zoning district, which is the most intense of the zoning districts in the New Town Center.

| Recommendations Matrix                    |                                                                                                                                                                                                                                                  |                                                           |                                                             |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------|
| Regulation                                | Existing Standard                                                                                                                                                                                                                                | Proposed Adjustment                                       | Implementation Tool                                         |
| <b>Building height</b>                    | 50 ft max.                                                                                                                                                                                                                                       | <b>70 ft max.</b>                                         | Objective Design Standards                                  |
| <b>Parking for Multi-Unit Dwellings</b>   | 1.5 spaces per unit min.                                                                                                                                                                                                                         | <b>1 space per unit min.</b>                              | Objective Design Standards                                  |
| <b>Density</b>                            | 9-30 du/acre                                                                                                                                                                                                                                     | <b>80-100 du/acre max., or eliminate density standard</b> | Folsom Plan Area Specific Plan + Objective Design Standards |
| Additional Standards                      | Considerations                                                                                                                                                                                                                                   |                                                           |                                                             |
| <b>Frontage types</b>                     | Allow frontage types appropriate to both retail uses (e.g. shopfronts) and ground-floor residential uses (e.g. porches). Create sufficient depth (10-15 ft) in residential frontages to buffer unit entries from the street or sidewalk.         |                                                           |                                                             |
| <b>Building types</b>                     | Regulating by building types can help create predictable built form. Building types can incorporate dimensional standards like building width and depth.                                                                                         |                                                           |                                                             |
| <b>Massing and articulation standards</b> | Consider requiring massing strategies such as upper-story setbacks and facade articulation to reduce the perceived bulk of new development.                                                                                                      |                                                           |                                                             |
| <b>Standards for large sites</b>          | Plan for the possibility of redevelopment of large parcels. Incorporate street and block standards and open space standards to encourage a walkable development pattern.                                                                         |                                                           |                                                             |
| <b>Unbundling parking</b>                 | Unbundling parking, i.e. offering tenants the option to lease a dwelling unit without also leasing a parking space, can help bring down unit costs for individual tenants and can reduce the number of parking spaces required in a development. |                                                           |                                                             |



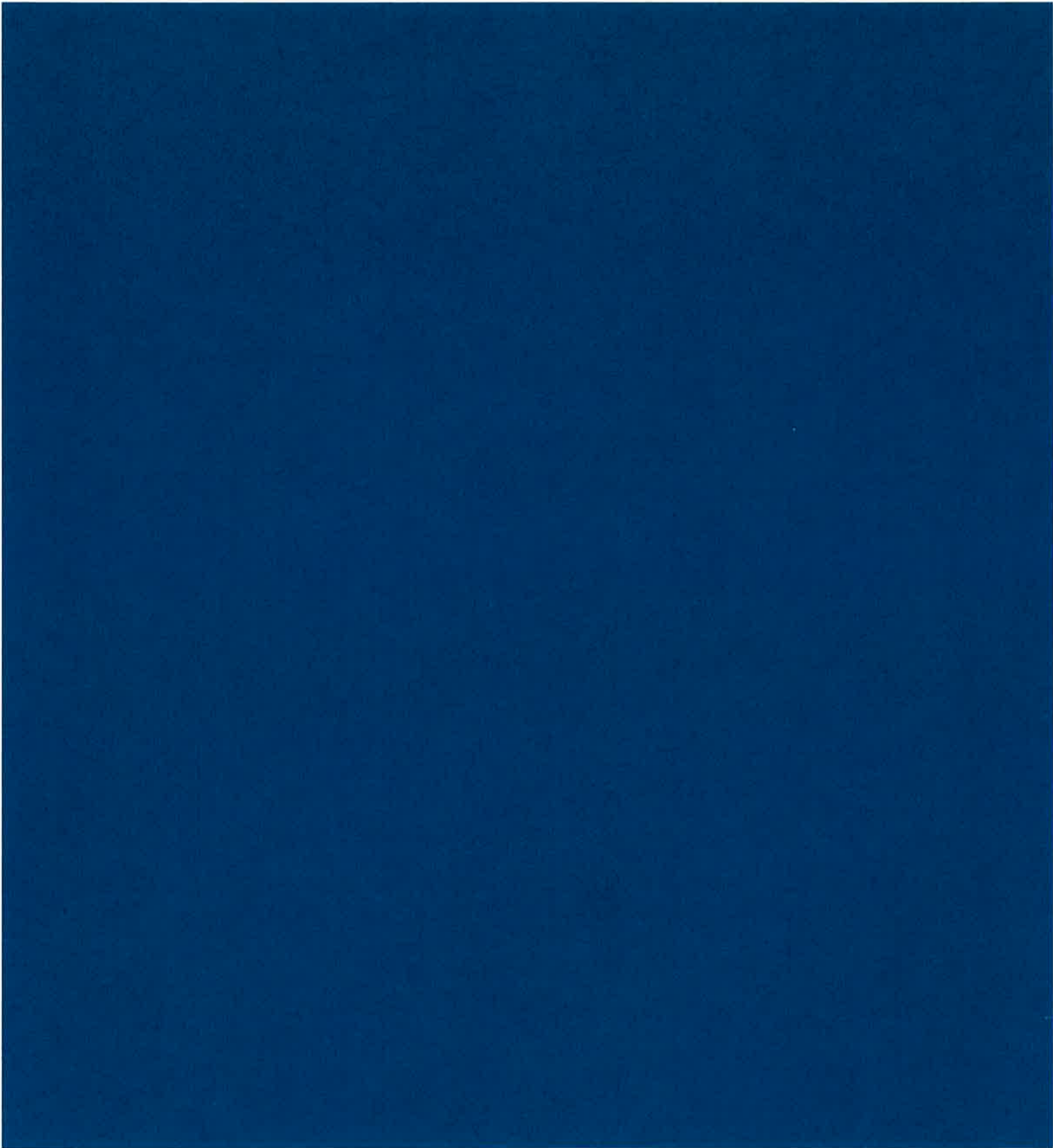
**Rationale**

These increased building heights are aligned with the renderings shown in the Folsom Plan Area Specific Plan. They are also aligned with the density evaluated for feasibility as part of this project.

A reduced parking ratio was required for feasibility on the opportunity site tested. This parking ratio should be paired with alternative mobility strategies like onsite car-share. Note that this recommended parking ratio is higher than in the other two study areas since the New Town Center does not yet have an established transit system and due to its location is more likely to require a certain level of auto-dependency.

Higher density was required for feasibility in the opportunity site test. This increased density can enable smaller, more attainable units. Increase in density should be paired with the development of robust design standards to control built form.





# Appendix



Table 1  
**City of Folsom**  
**Feasibility Analysis**  
**Building Prototypes**

|                        | Snowline Hospice<br>Thrift Store<br>616 E Bidwell St | Glenn Station Park +<br>Ride<br>620 Coolidge Dr | New Town Center<br>Folsom Plan Area |
|------------------------|------------------------------------------------------|-------------------------------------------------|-------------------------------------|
| FAR                    | 1.04                                                 | 1.98                                            | 1.83                                |
| DU/Acre                | 58.9                                                 | 111.7                                           | 90.4                                |
| Number of Stories      | 3                                                    | 4 and 5                                         | 3 and 4                             |
| Land Area SF           | 60,632                                               | 118,925                                         | 211,600                             |
| Gross SF               | 63,250                                               | 234,900                                         | 387,000                             |
| Residential            |                                                      |                                                 |                                     |
| Gross Residential SF   | 63,250                                               | 233,400                                         | 309,000                             |
| Net Residential SF     | 54,100                                               | 197,900                                         | 257,040                             |
| Building Efficiency    | 86%                                                  | 85%                                             | 83%                                 |
| Retail SF              | -                                                    | 1,500                                           | 78,000                              |
| Residential Unit       |                                                      |                                                 |                                     |
| Efficiency             | 27                                                   | 103                                             | 221                                 |
| Studio                 | 23                                                   | 93                                              | 170                                 |
| 1-BR                   | 24                                                   | 88                                              | 48                                  |
| 2-BR                   | 8                                                    | 21                                              | -                                   |
| <b>Total Units</b>     | <b>82</b>                                            | <b>305</b>                                      | <b>439</b>                          |
| Average Unit Size (SF) | 659                                                  | 649                                             | 585                                 |
| Parking                |                                                      |                                                 |                                     |
| Type                   | Tuck Under/Surface                                   | Tuck Under/Podium                               | Podium/Garage                       |
| Number of Spaces       | 83                                                   | 328                                             | 551                                 |

|                                                                                  |                                         | Snowline Hospice<br>Thrift Store<br>616 E Bidwell St | Glenn Station Park<br>+ Ride<br>620 Coolidge Dr | New Town Center<br>Folsom Plain Area |
|----------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------------------|-------------------------------------------------|--------------------------------------|
| <b>North of HW 50</b>                                                            |                                         |                                                      |                                                 |                                      |
| <b>Multi-Family</b>                                                              |                                         |                                                      |                                                 |                                      |
| Folsom Cordova Unified School District                                           | \$ 7.57 per sf.                         | \$ 409,537                                           | \$ 1,498,103                                    |                                      |
| Road Fee                                                                         | \$ 5,717.00 per unit                    | \$ 386,755                                           | \$ 1,438,540                                    |                                      |
| Water Impact Fee                                                                 | \$ 530.00 per unit                      | \$ 35,855                                            | \$ 133,361                                      |                                      |
| Sewer Fees (Multifamily Infill)                                                  | \$ 839.00 per unit                      | \$ 56,758                                            | \$ 211,113                                      |                                      |
| Drainage Fee                                                                     | \$ 1,037.00 per unit                    | \$ 70,153                                            | \$ 260,935                                      |                                      |
| General Capital Improvement Fee                                                  | \$ 1,596.00 per unit                    | \$ 107,969                                           | \$ 401,594                                      |                                      |
| Fire Capital Improvement Fee                                                     | \$ 1,050.00 per unit                    | \$ 71,033                                            | \$ 264,206                                      |                                      |
| Police Capital Improvement Fee                                                   | \$ 681.00 per unit                      | \$ 46,070                                            | \$ 171,357                                      |                                      |
| Park Equipment Fee                                                               | \$ 94.00 per unit                       | \$ 6,359                                             | \$ 23,653                                       |                                      |
| Transportation Management Fee                                                    | \$ 25.00 per unit                       | \$ 1,691                                             | \$ 6,291                                        |                                      |
| City Wide Park Fee                                                               | \$ 4,675.00 per unit                    | \$ 316,264                                           | \$ 1,176,347                                    |                                      |
| Light Rail Fee                                                                   | \$ 498.00 per unit                      | \$ 33,690                                            | \$ 125,309                                      |                                      |
| Solid Waste Capital Fee                                                          | \$ 363.00 per unit                      | \$ 24,557                                            | \$ 91,340                                       |                                      |
| Waste Management Plan Admin Fee                                                  | \$ 50.00 per first 10,000 sf            | \$ 50                                                | \$ 50                                           |                                      |
|                                                                                  | \$ 25.00 per each additional 5,000 sf   | \$ 266                                               | \$ 1,117                                        |                                      |
| <b>Commercial</b>                                                                |                                         |                                                      |                                                 |                                      |
| Folsom Cordova Unified School District                                           | \$ 0.78 per sf.                         |                                                      | \$ 1,170                                        |                                      |
| Housing Trust Fund Fee                                                           | \$ 1.76 per sf.                         |                                                      | \$ 2,640                                        |                                      |
| Road Fees                                                                        | \$ 12.27 per sf.                        |                                                      | \$ 18,405                                       |                                      |
| Water Impact Fee                                                                 | \$ 1,326.00 per acre                    |                                                      | \$ 46                                           |                                      |
| Drainage Fee                                                                     | \$ 6,302.00 per acre                    |                                                      | \$ 217                                          |                                      |
| General Capital Improvement Fee                                                  | \$ 0.498 per sf.                        |                                                      | \$ 747                                          |                                      |
| Fire Capital Improvement Fee                                                     | \$ 0.634 per sf.                        |                                                      | \$ 951                                          |                                      |
| Police Capital Improvement Fee                                                   | \$ 1.012 per sf.                        |                                                      | \$ 1,518                                        |                                      |
| Park Equipment Fee                                                               | \$ 0.018 per sf.                        |                                                      | \$ 27                                           |                                      |
| Transportation Management Fee                                                    | \$ 0.150 per sf.                        |                                                      | \$ 225                                          |                                      |
| City Wide Park Fee                                                               | \$ 0.476 per sf.                        |                                                      | \$ 714                                          |                                      |
| Light Rail Fee                                                                   | \$ 0.230 per sf.                        |                                                      | \$ 345                                          |                                      |
| Waste Management Plan Admin Fee                                                  | \$ 250.00 per first 50,000 sf.          |                                                      | \$ 250                                          |                                      |
|                                                                                  | \$ 50.00 per each additional 10,000 sf. |                                                      | \$ -                                            |                                      |
| <b>Folsom Plain Area</b>                                                         |                                         |                                                      |                                                 |                                      |
| <b>Multi-Family</b>                                                              |                                         |                                                      |                                                 |                                      |
| Folsom Cordova Unified School District                                           | \$ 7.57 per sf.                         |                                                      | \$ 1,945,793                                    |                                      |
| General Park Equipment                                                           | \$ 94.00 per unit                       |                                                      | \$ 34,044                                       |                                      |
| Folsom Plain Area Specific Plan Fees (Mixed Use District)                        |                                         |                                                      |                                                 |                                      |
| General Capital                                                                  | \$ 1,081.00 per unit                    |                                                      | \$ 391,511                                      |                                      |
| Library                                                                          | \$ 220.00 per unit                      |                                                      | \$ 79,679                                       |                                      |
| Municipal Center                                                                 | \$ 402.00 per unit                      |                                                      | \$ 145,594                                      |                                      |
| Police                                                                           | \$ 451.00 per unit                      |                                                      | \$ 163,341                                      |                                      |
| Fire                                                                             | \$ 1,088.00 per unit                    |                                                      | \$ 394,046                                      |                                      |
| Parks                                                                            | \$ 5,677.00 per unit                    |                                                      | \$ 2,056,067                                    |                                      |
| Trails                                                                           | \$ 1,122.00 per unit                    |                                                      | \$ 406,360                                      |                                      |
| Folsom Plain Area Stand Alone Fees (Mixed Use District)                          |                                         |                                                      |                                                 |                                      |
| Solid Waste                                                                      | \$ 353.00 per unit                      |                                                      | \$ 127,848                                      |                                      |
| Corp Yard                                                                        | \$ 231.00 per unit                      |                                                      | \$ 83,662                                       |                                      |
| Transit                                                                          | \$ 950.00 per unit                      |                                                      | \$ 344,066                                      |                                      |
| HW50 Improvement                                                                 | \$ 919.00 per unit                      |                                                      | \$ 332,839                                      |                                      |
| HW50 Interchange                                                                 | \$ 1,870.00 per unit                    |                                                      | \$ 677,267                                      |                                      |
| Sac County Transpo Dev                                                           | \$ 3,784.00 per unit                    |                                                      | \$ 1,370,470                                    |                                      |
| Specific Plan Infrastructure Fees (Mixed Use District)                           |                                         |                                                      |                                                 |                                      |
| On and Off-Site Roadways                                                         | \$ 9,447.00 per unit                    |                                                      | \$ 3,421,467                                    |                                      |
| Dry Utilities                                                                    | \$ 2,484.00 per unit                    |                                                      | \$ 903,264                                      |                                      |
| On-Site Water                                                                    | \$ 2,800.00 per unit                    |                                                      | \$ 1,014,090                                    |                                      |
| Off-Site Water                                                                   | \$ 1,395.00 per unit                    |                                                      | \$ 505,234                                      |                                      |
| Recycled Water                                                                   | \$ 843.00 per unit                      |                                                      | \$ 305,314                                      |                                      |
| Drainage Fee                                                                     | \$ 4,184.00 per unit                    |                                                      | \$ 1,515,340                                    |                                      |
| Sewer                                                                            | \$ 893.00 per unit                      |                                                      | \$ 323,422                                      |                                      |
| Habitat Mitigation                                                               | \$ 203.00 per unit                      |                                                      | \$ 73,522                                       |                                      |
| Administration (3%)                                                              | \$ 668.00 per unit                      |                                                      | \$ 241,933                                      |                                      |
| Parkland Equalization Fee (Mixed Use District)                                   | \$ 3,870.00 per unit                    |                                                      | \$ 1,401,617                                    |                                      |
| Public Facilities Land Equalization Fee (Mixed Use District)                     | \$ 599.00 per unit                      |                                                      | \$ 216,943                                      |                                      |
| Specific Plan Infrastructure Fee Set-Aside (Offsite Roadway)(Mixed Use District) | \$ 148.00 per unit                      |                                                      | \$ 53,602                                       |                                      |
| Transportation Management Fee                                                    | \$ 25.00 per unit                       |                                                      | \$ 9,054                                        |                                      |
| Specific Plan Infrastructure Fee Water Treatment Plant Set-Aside                 | \$ 366.00 per unit                      |                                                      | \$ 132,556                                      |                                      |
| <b>Commercial</b>                                                                |                                         |                                                      |                                                 |                                      |
| Folsom Cordova Unified School District                                           | \$ 0.78 per sf.                         |                                                      | \$ 60,840                                       |                                      |
| General Park Equipment                                                           | \$ 0.02 per sf.                         |                                                      | \$ 1,404                                        |                                      |
| Folsom Plain Area Specific Plan Fees (Mixed Use District)                        |                                         |                                                      |                                                 |                                      |
| General Capital                                                                  | \$ 0.82 per sf.                         |                                                      | \$ 63,960                                       |                                      |
| Library                                                                          | \$ - per sf.                            |                                                      | \$ -                                            |                                      |
| Municipal Center                                                                 | \$ 0.11 per sf.                         |                                                      | \$ 8,580                                        |                                      |
| Police                                                                           | \$ 0.84 per sf.                         |                                                      | \$ 65,520                                       |                                      |
| Fire                                                                             | \$ 0.82 per sf.                         |                                                      | \$ 63,960                                       |                                      |
| Parks                                                                            | \$ 0.47 per sf.                         |                                                      | \$ 36,660                                       |                                      |
| Trails                                                                           | \$ - per sf.                            |                                                      | \$ -                                            |                                      |
| Folsom Plain Area Stand Alone Fees (Mixed Use District)                          |                                         |                                                      |                                                 |                                      |
| Solid Waste                                                                      | \$ 0.40 per sf.                         |                                                      | \$ 31,200                                       |                                      |
| Corp Yard                                                                        | \$ 0.53 per sf.                         |                                                      | \$ 41,340                                       |                                      |
| Transit                                                                          | \$ 1.82 per sf.                         |                                                      | \$ 141,960                                      |                                      |
| HW50 Improvement                                                                 | \$ 1.77 per sf.                         |                                                      | \$ 138,060                                      |                                      |
| HW50 Interchange                                                                 | \$ 3.60 per sf.                         |                                                      | \$ 280,800                                      |                                      |
| Sac County Transpo Dev                                                           | \$ 7.28 per sf.                         |                                                      | \$ 567,840                                      |                                      |
| Specific Plan Infrastructure Fees (Mixed Use District)                           |                                         |                                                      |                                                 |                                      |
| On and Off-Site Roadways                                                         | \$ 18.17 per sf.                        |                                                      | \$ 1,417,260                                    |                                      |
| Dry Utilities                                                                    | \$ 2.31 per sf.                         |                                                      | \$ 180,180                                      |                                      |
| On-Site Water                                                                    | \$ 3.26 per sf.                         |                                                      | \$ 254,280                                      |                                      |
| Off-Site Water                                                                   | \$ 1.62 per sf.                         |                                                      | \$ 126,360                                      |                                      |
| Recycled Water                                                                   | \$ 0.98 per sf.                         |                                                      | \$ 76,440                                       |                                      |
| Drainage Fee                                                                     | \$ 9.53 per sf.                         |                                                      | \$ 743,340                                      |                                      |
| Sewer                                                                            | \$ 0.12 per sf.                         |                                                      | \$ 9,360                                        |                                      |
| Habitat Mitigation                                                               | \$ 0.46 per sf.                         |                                                      | \$ 35,880                                       |                                      |
| Administration (3%)                                                              | \$ 1.09 per sf.                         |                                                      | \$ 85,020                                       |                                      |
| Public Facilities Land Equalization Fee (Mixed Use District)                     | \$ 3,392.00 per acre                    |                                                      | \$ 6,074                                        |                                      |
| Specific Plan Infrastructure Fee Set-Aside (Offsite Roadway)(Mixed Use District) | \$ 0.29 per sf.                         |                                                      | \$ 22,620                                       |                                      |
| Transportation Management Fee                                                    | \$ 0.15 per sf.                         |                                                      | \$ 11,700                                       |                                      |
| Specific Plan Infrastructure Fee Water Treatment Plant Set-Aside                 | \$ 0.42 per sf.                         |                                                      | \$ 32,760                                       |                                      |
| <b>Total City Fees</b>                                                           |                                         | <b>\$ 1,567,007</b>                                  | <b>\$ 5,830,570</b>                             | <b>\$ 23,173,346</b>                 |

Note: Impact fees are reduced by 50 percent for efficiency and studio apartments up to 35 percent of the total number of units - Section 16.70 of the Folsom Municipal Code.

Table 3  
**City of Folsom**  
**Feasibility Analysis**  
**Revenues**

07/26/2022 Item No.9.

|                                                           | Snowline Hospice<br>Thrift Store<br>616 E Bidwell St | Glenn<br>Station Park<br>+ Ride<br>620 Coolidge<br>Dr | New Town<br>Center<br>Folsom Plan<br>Area |
|-----------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------|-------------------------------------------|
| <b>Residential Program</b>                                |                                                      |                                                       |                                           |
| Total Units                                               | 82                                                   | 305                                                   | 439                                       |
| <b>Market-Rate Units</b>                                  |                                                      |                                                       |                                           |
| Studios                                                   | 27                                                   | 103                                                   | 221                                       |
| 1-BR                                                      | 23                                                   | 93                                                    | 170                                       |
| 2-BR                                                      | 24                                                   | 88                                                    | 48                                        |
| 3-BR                                                      | 8                                                    | 21                                                    | -                                         |
| <b>Unit Size (SF)</b>                                     |                                                      |                                                       |                                           |
| Studios                                                   | 500                                                  | 500                                                   | 500                                       |
| 1-BR                                                      | 650                                                  | 650                                                   | 650                                       |
| 2-BR                                                      | 750                                                  | 750                                                   | 750                                       |
| 3-BR                                                      | 950                                                  | 950                                                   | -                                         |
| <b>Commercial Program</b>                                 |                                                      |                                                       |                                           |
| Retail SF                                                 | -                                                    | 1,500                                                 | 78,000                                    |
| <b>Residential Revenues</b>                               |                                                      |                                                       |                                           |
| <b>Market-Rate Rent PSF</b>                               |                                                      |                                                       |                                           |
| Efficiency                                                | \$ 3.10                                              | \$ 3.10                                               | \$ 3.10                                   |
| Studio                                                    | \$ 2.85                                              | \$ 2.85                                               | \$ 2.85                                   |
| 1-BR                                                      | \$ 2.65                                              | \$ 2.65                                               | \$ 2.65                                   |
| 2-BR                                                      | \$ 2.40                                              | \$ 2.40                                               | \$ -                                      |
| <b>Market-Rate Rent per-Unit</b>                          |                                                      |                                                       |                                           |
| Efficiency                                                | \$ 1,550                                             | \$ 1,550                                              | \$ 1,550                                  |
| Studio                                                    | \$ 1,853                                             | \$ 1,853                                              | \$ 1,853                                  |
| 1-BR                                                      | \$ 1,988                                             | \$ 1,988                                              | \$ 1,988                                  |
| 2-BR                                                      | \$ 2,280                                             | \$ 2,280                                              | \$ -                                      |
| <b>Market-Rate Unit Revenues</b>                          |                                                      |                                                       |                                           |
| Efficiency                                                | \$ 41,850                                            | \$ 159,650                                            | \$ 342,550                                |
| Studio                                                    | \$ 42,608                                            | \$ 172,283                                            | \$ 314,925                                |
| 1-BR                                                      | \$ 47,700                                            | \$ 174,900                                            | \$ 95,400                                 |
| 2-BR                                                      | \$ 18,240                                            | \$ 47,880                                             | \$ -                                      |
| <b>Total Annual Market-Rate Rent</b>                      | <b>\$ 1,804,770</b>                                  | <b>\$ 6,656,550</b>                                   | <b>\$ 9,034,500</b>                       |
| <b>Commercial Revenues</b>                                |                                                      |                                                       |                                           |
| Retail Rent PSF                                           | \$ 2.00                                              | \$ 2.00                                               | \$ 2.00                                   |
| <b>Retail Revenues</b>                                    | <b>\$ -</b>                                          | <b>\$ 36,000</b>                                      | <b>\$ 1,872,000</b>                       |
| <b>Net Operating Income</b>                               |                                                      |                                                       |                                           |
| <b>Residential</b>                                        |                                                      |                                                       |                                           |
| Total Project Revenues                                    | \$ 1,804,770                                         | \$ 6,656,550                                          | \$ 9,034,500                              |
| Less Vacancy (2.5%)                                       | 2.5% \$ 45,119                                       | \$ 166,414                                            | \$ 225,863                                |
| Effective Gross Income                                    | \$ 1,759,651                                         | \$ 6,490,136                                          | \$ 8,808,638                              |
| Less Operating Expenses (including reserves)              | 32.5% \$ 571,886                                     | \$ 2,109,294                                          | \$ 2,862,807                              |
| <b>Residential Net Operating Income</b>                   | <b>\$ 1,187,764</b>                                  | <b>\$ 4,380,842</b>                                   | <b>\$ 5,945,830</b>                       |
| <b>Retail</b>                                             |                                                      |                                                       |                                           |
| Total Project Revenues                                    | \$ -                                                 | \$ 36,000                                             | \$ 1,872,000                              |
| Less Vacancy (5.0%)                                       | 5.0% \$ -                                            | \$ 1,800                                              | \$ 93,600                                 |
| Effective Gross Income                                    | \$ -                                                 | \$ 34,200                                             | \$ 1,778,400                              |
| Less Operating Expenses (including reserves) <sup>1</sup> | 12.0% \$ -                                           | \$ 4,104                                              | \$ 213,408                                |
| <b>Retail Net Operating Income</b>                        | <b>\$ -</b>                                          | <b>\$ 30,096</b>                                      | <b>\$ 1,564,992</b>                       |
| <b>Total Net Operating Income</b>                         | <b>\$ 1,187,764</b>                                  | <b>\$ 4,410,938</b>                                   | <b>\$ 7,510,822</b>                       |

<sup>1</sup> Commercial operating costs are assumed to be triple net.

Table 4  
 City of Folsom  
 Feasibility Analysis  
 Development Costs

|                                                 |                           | Snowline Hospice<br>Thrift Store<br>616 E Bidwell St | Glenn Station<br>Park + Ride<br>620 Coolidge Dr | New Town<br>Center<br>Folsom Plan Area |
|-------------------------------------------------|---------------------------|------------------------------------------------------|-------------------------------------------------|----------------------------------------|
| FAR                                             |                           | 1.04                                                 | 1.98                                            | 1.83                                   |
| DU/Acre                                         |                           | 58.9                                                 | 111.7                                           | 90.4                                   |
| Land Area SF                                    |                           | 60,632                                               | 118,925                                         | 211,600                                |
| <b>Gross SF</b>                                 |                           | <b>63,250</b>                                        | <b>234,900</b>                                  | <b>387,000</b>                         |
| <b>Residential</b>                              |                           |                                                      |                                                 |                                        |
| Gross Residential SF                            |                           | 63,250                                               | 233,400                                         | 309,000                                |
| Net Residential SF                              |                           | 54,100                                               | 197,900                                         | 257,040                                |
| Building Efficiency                             |                           | 86%                                                  | 85%                                             | 83%                                    |
| Retail SF                                       |                           | -                                                    | 1,500                                           | 78,000                                 |
| <b>Total Residential Units</b>                  |                           | <b>82</b>                                            | <b>305</b>                                      | <b>439</b>                             |
| <b>Parking</b>                                  |                           |                                                      |                                                 |                                        |
| Surface                                         |                           | 42                                                   | -                                               | -                                      |
| Garage                                          |                           | -                                                    | -                                               | 400                                    |
| Tuck Under                                      |                           | 41                                                   | 13                                              | -                                      |
| Podium                                          |                           | -                                                    | 315                                             | 151                                    |
| <b>Land Costs</b>                               |                           |                                                      |                                                 |                                        |
| Land Costs                                      | \$44 per land SF          | \$ 2,644,684                                         | \$ 5,187,344                                    | \$ 9,229,699                           |
| <b>Land Costs Subtotal</b>                      |                           | <b>\$ 2,644,684</b>                                  | <b>\$ 5,187,344</b>                             | <b>\$ 9,229,699</b>                    |
| <b>Hard Costs</b>                               |                           |                                                      |                                                 |                                        |
| Residential Construction Costs                  | \$195 per GSF             | \$ 12,333,750                                        | \$ 45,513,000                                   | \$ 60,255,000                          |
| Demo/On-Site Improvements                       | \$10 per land SF          | \$ 606,320                                           | \$ 1,189,250                                    | \$ 2,116,000                           |
| Retail Construction Costs <sup>1</sup>          | \$93 per GSF              | \$ -                                                 | \$ 139,500                                      | \$ 7,254,000                           |
| <b>Parking</b>                                  |                           |                                                      |                                                 |                                        |
| Surface                                         | \$2,500 per space         | \$ 105,000                                           | \$ -                                            | \$ -                                   |
| Garage                                          | \$8,500 per space         | \$ -                                                 | \$ -                                            | \$ 3,400,000                           |
| Tuck Under                                      | \$11,500 per space        | \$ 471,500                                           | \$ 149,500                                      | \$ -                                   |
| Podium                                          | \$45,000 per space        | \$ -                                                 | \$ 14,175,000                                   | \$ 6,795,000                           |
| Contingency                                     | 4% x Hard Cost subtotal   | \$ 540,663                                           | \$ 2,446,650                                    | \$ 3,192,800                           |
| <b>Hard Costs Subtotal</b>                      |                           | <b>\$ 14,057,233</b>                                 | <b>\$ 63,612,900</b>                            | <b>\$ 83,012,800</b>                   |
| Parking costs as % of Hard Costs                |                           | 4%                                                   | 23%                                             | 12%                                    |
| Parking Cost per sf.                            |                           | \$ 17                                                | \$ 109                                          | \$ 46                                  |
| <b>Soft Costs</b>                               |                           |                                                      |                                                 |                                        |
| City Permits and Fees                           | See Fees Tab              | \$ 1,567,007                                         | \$ 5,830,570                                    | \$ 23,173,346                          |
| A&E/Other Professionals                         | 6% x Hard Costs           | \$ 843,434                                           | \$ 3,816,774                                    | \$ 4,980,768                           |
| Marketing/Leasing Commissions                   | \$7.50 x Net Leasable SF  | \$ 454,740                                           | \$ 891,938                                      | \$ 1,587,000                           |
| Legal & Accounting                              | 2% x Hard Costs           | \$ 281,145                                           | \$ 1,272,258                                    | \$ 1,660,256                           |
| Taxes & Insurance                               | 2% x Hard Costs           | \$ 281,145                                           | \$ 1,272,258                                    | \$ 1,660,256                           |
| Pre-Opening Expenses                            | \$4.00 x Net Leasable SF  | \$ 242,528                                           | \$ 475,700                                      | \$ 846,400                             |
| Developer Fee                                   | 6% x Hard Costs           | \$ 843,434                                           | \$ 3,816,774                                    | \$ 4,980,768                           |
| Contingency                                     | 3% x Soft Costs subtotal  | \$ 135,403                                           | \$ 521,288                                      | \$ 1,166,664                           |
| <b>Soft Costs Subtotal</b>                      |                           | <b>\$ 4,648,835</b>                                  | <b>\$ 17,897,560</b>                            | <b>\$ 40,055,457</b>                   |
| % of Hard Costs                                 |                           | 33%                                                  | 28%                                             | 48%                                    |
| % of Total Costs                                |                           | 20%                                                  | 19%                                             | 28%                                    |
| <b>Subtotal: Land + Hard Costs + Soft Costs</b> |                           | <b>\$ 21,350,751</b>                                 | <b>\$ 86,697,804</b>                            | <b>\$ 132,297,956</b>                  |
| <b>Financing Costs</b>                          |                           |                                                      |                                                 |                                        |
| Average Loan Balance                            | 65%                       |                                                      |                                                 |                                        |
| Construction Loan Interest Rate                 | 6.5%                      |                                                      |                                                 |                                        |
| Loan Term                                       | 18 months                 |                                                      |                                                 |                                        |
| Construction Loan Interest                      |                           | \$ 1,353,104                                         | \$ 5,494,473                                    | \$ 8,384,383                           |
| Construction Loan Fees                          | 2.0% x subtotal           | \$ 427,015                                           | \$ 1,733,956                                    | \$ 2,645,959                           |
| Permanent Loan Percent                          | 75.0% x capitalized value |                                                      |                                                 |                                        |
| Permanent Loan Fees                             | 1.5%                      | \$ 296,941                                           | \$ 1,102,734                                    | \$ 1,877,706                           |
| <b>Financing Costs Subtotal</b>                 |                           | <b>\$ 2,077,060</b>                                  | <b>\$ 8,331,164</b>                             | <b>\$ 12,908,048</b>                   |
| <b>Total Development Cost</b>                   |                           |                                                      |                                                 |                                        |
| <b>Total: Land + Hard + Soft + Financing</b>    |                           | <b>\$ 23,427,811</b>                                 | <b>\$ 95,028,967</b>                            | <b>\$ 145,206,004</b>                  |
| Per Unit Cost                                   |                           | \$ 285,705                                           | \$ 311,570                                      | \$ 330,765                             |
| Per SF                                          |                           | \$ 370                                               | \$ 405                                          | \$ 375                                 |

<sup>1</sup> Assumes construction cost for building substructure and shell only  
 Source: RS Means, Los Angeles, 2021

Table 5

07/26/2022 Item No.9.

**City of Folsom**  
**Feasibility Analysis**  
**Proforma**

|                                                   | Snowline Hospice<br>Thrift Store<br>616 E Bidwell St | Glenn Station Park +<br>Ride<br>620 Coolidge Dr | New Town Center<br>Folsom Plan Area |
|---------------------------------------------------|------------------------------------------------------|-------------------------------------------------|-------------------------------------|
| Land Area SF                                      | 60,632                                               | 118,925                                         | 211,600                             |
| FAR                                               | 1.04                                                 | 1.98                                            | 1.83                                |
| Number of Stories                                 | 3                                                    | 4 and 5                                         | 3 and 4                             |
| Gross Building SF                                 | 63,250                                               | 234,900                                         | 387,000                             |
| <b>Residential</b>                                |                                                      |                                                 |                                     |
| DU/Acre                                           | 58.9                                                 | 111.7                                           | 90.4                                |
| Residential Gross SF                              | 63,250                                               | 233,400                                         | 309,000                             |
| Building Efficiency                               | 86%                                                  | 85%                                             | 83%                                 |
| Total Units                                       | 82                                                   | 305                                             | 439                                 |
| Average Unit Size (SF)                            | 659                                                  | 649                                             | 585                                 |
| Retail SF                                         | -                                                    | 1,500                                           | 78,000                              |
| <b>Parking</b>                                    |                                                      |                                                 |                                     |
| Type                                              | Tuck Under/Surface                                   | Tuck Under/Podium                               | Podium/Garage                       |
| Number of Spaces                                  | 83                                                   | 328                                             | 551                                 |
| <b>Development Costs</b>                          |                                                      |                                                 |                                     |
| Land Cost                                         | \$ 2,644,684                                         | \$ 5,187,344                                    | \$ 9,229,699                        |
| Hard Costs                                        | \$ 14,057,233                                        | \$ 63,612,900                                   | \$ 83,012,800                       |
| Soft Costs (include. Financing)                   | \$ 6,725,895                                         | \$ 26,228,724                                   | \$ 52,963,505                       |
| <u>Total Development Costs</u>                    | <u>\$ 23,427,811</u>                                 | <u>\$ 95,028,967</u>                            | <u>\$ 145,206,004</u>               |
| <b>Sales Revenues</b>                             |                                                      |                                                 |                                     |
| Net Operating Income                              | \$ 1,187,764                                         | \$ 4,410,938                                    | \$ 7,510,822                        |
| Capitalized Value (Cap Rate 4.5%) <sup>1</sup>    | 4.50% \$ 26,394,761                                  | \$ 98,020,844                                   | \$ 166,907,163                      |
| <b>Developer Profit</b>                           |                                                      |                                                 |                                     |
| Total Revenues Less Total Development Costs       | \$ 2,966,950                                         | \$ 2,991,876                                    | \$ 21,701,159                       |
| Yield on Cost %                                   | 5.07%                                                | 4.64%                                           | 5.17%                               |
| <b>Feasibility</b>                                |                                                      |                                                 |                                     |
| Feasibility: Cap Rate +1%                         | 5.50%                                                | No                                              | No                                  |
| Feasibility: Hurdle Rate                          | 8.0%                                                 | No                                              | No                                  |
| % Rent Increase Required for Target Yield-on-Cost |                                                      | 9%                                              | 19%                                 |
| Feasibility with above % Rent Increase            |                                                      | Yes                                             | Yes                                 |