



Folsom City Council Staff Report

Council MEETING DATE:	8/27/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11254 - A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement with Habitat for Humanity of Greater Sacramento for the Project Located at the Address Formerly Listed as 300 Persifer for the Purpose of Developing Affordable Housing
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council move to adopt:

Resolution No. 11254 – A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement with Habitat for Humanity of Greater Sacramento for the Project Located at the Address Formerly Listed as 300 Persifer for the Purpose of Developing Affordable Housing

BACKGROUND / ISSUE

On September 22, 2020, City Council adopted Resolution No. 10531 declaring 300 Persifer as surplus land. On December 14, 2021, City Council adopted Resolution No. 10777 approving the subdivision of 300 Persifer into 5 individual residential lots to be sold to Habitat for Humanity of Greater Sacramento for the purpose of creating at least one for-sale affordable housing unit on each of the five lots, with an additional secondary dwelling unit on each lot along the adjoining alley consistent with local zoning and state housing law.

The action for consideration by the City Council is the approval of the Subdivision Improvement Agreement for the 300 Persifer Habitat for Humanity Subdivision consistent with City policies and practices of development related civil improvements.

POLICY / RULE

The Subdivision Map Act of the State of California and the City's Subdivision Ordinance require that the City Council approve Subdivision Improvement Agreements.

ANALYSIS

The attached Subdivision Improvement Agreement and its listed conditions of development have been reviewed by the Community Development Department and other City departments for compliance with Council action and City standards.

ENVIRONMENTAL REVIEW

The sale of surplus city-owned property is categorically exempt from environmental review under Section 15312 (Surplus Government Property Sales) of the CEQA Guidelines.

ATTACHMENTS

1. Resolution No. 11254 – A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement with Habitat for Humanity of Greater Sacramento for the Project Located at the Address Formerly Listed as 300 Persifer for the Purpose of Developing Affordable Housing
2. 300 Persifer Habitat for Humanity Subdivision Improvement Agreement with Exhibits

Submitted



PAM JOHNS, Community Development Director

ATTACHMENT 1

A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement with Habitat for Humanity of Greater Sacramento for the Project Located at the Address Formerly Listed as 300 Persifer for the Purpose of Developing Affordable Housing

RESOLUTION NO. 11254

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PROJECT LOCATED AT THE ADDRESS FORMERLY LISTED AS 300 PERSIFER HABITAT FOR HUMANITY SUBDIVISION FOR THE PURPOSE OF DEVELOPING AFFORDABLE HOUSING

WHEREAS, the City Council adopted Resolution No. 10777 on December 14, 2021, approving the subdivision of 300 Persifer into 5 individual residential lots to be sold to Habitat for Humanity of Greater Sacramento for the purpose of developing affordable housing; and

WHEREAS, the civil improvement plans for the subdivision have been reviewed and approved by the Community Development Department, Engineering Division as complying with the approved or conditionally approved requirements for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute the Subdivision Improvement Agreement with Habitat for Humanity of Greater Sacramento for the project located at the address formerly listed as 300 Persifer for the purposes of developing affordable housing.

PASSED AND ADOPTED this 27th day of August 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

300 Persifer Habitat for Humanity Subdivision Improvement Agreement
with Exhibits

No Fee Document Pursuant to Government Code Section 6103.

RECORDING REQUESTED BY:

City of Folsom

WHEN RECORDED MAIL TO:

NAME City of Folsom
City Clerk
MAILING ADDRESS 50 Natoma Street
CITY, STATE, ZIP CODE Folsom, CA 95630

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

CITY OF FOLSOM

SUBDIVISION IMPROVEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2024, by and between the **City of Folsom**, hereinafter referred to as "City", and **Habitat for Humanity of Greater Sacramento, Inc.** ("Habitat"), a 501(c)(3) nonprofit corporation ("Developer").

RECITALS

- A. Developer has presented to the City a certain Condominium Plan of a proposed subdivision of land located within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the Tentative Parcel Map, if any, of the subdivision previously approved Resolutions by the City Council of the City.
- B. The proposed subdivision of land, formerly known as and described as **300 Persifer Street (Habitat for Humanity)** and is herein referred to as the "subdivision".
- C. Developer has requested approval of the Condominium Plan prior to the construction and completion of the public improvements (as shown on the approved improvement plans and listed in Exhibit A), including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, bikeways, storm drainage facilities, sanitary sewer facilities, domestic water facilities, public utility facilities, landscaping, public lighting facilities, park or recreational improvements and appurtenances thereto, in or required by the Subdivision Map Act, the subdivision ordinances of the City, the Tentative Map, Recorded Parcel Map, and development agreement, if any, approved by the City. The foregoing improvements, more specifically listed on Exhibit A attached hereto, are hereinafter referred to as "the required improvements".
- D. To comply with the intent of the approved City Council Resolution No. 10777 and the project

Conditions as provided on Exhibit B, the Developer is required to submit for approval the Condominium Plan and corresponding Certificates of Compliance for each parcel of the subdivision.

NOW, THEREFORE, the parties agree as follows:

1. Performance of Work. Developer agrees to furnish, construct, and install at their own expense the required improvements as shown on the approved plans and specifications of the subdivision, a copy of which is on file in the Community Development Department, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer due to errors, omissions, changes in conditions, or changes in facilities as required by the City Engineer. The approved plans and specifications of the required improvements may be modified by the Developers the development progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required improvements, as shown on Exhibit A, is **FOUR HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$425,635.00)**.
2. Work; Satisfaction of City Engineer. All of the work on the required improvements is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon the approved plans and specifications and as required by the City's Improvement Standards and Standard Construction Specifications and any applicable City ordinances or state and federal laws, and to the satisfaction of the City Engineer.
3. Work; Time for Commencement and Performance. Work on the required improvements shall be completed by the Developer on or before twelve (12) months from the date of this Agreement. At least fifteen (15) calendar days prior to the commencement of such work, the Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.
4. Time of Essence; Extension.
 - a. Time is of the essence of this Agreement. The date for completion of the work of construction may not be extended, except as provided in Section 16.36.110 of the Folsom Municipal Code.
5. Improvement Security. Concurrently with the execution of this Agreement, the Developer shall furnish the City:
 - a. Improvement security in the sum of **FOUR HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$425,635.00)**, which sum is equal to one hundred percent of the total estimated cost of constructing the required improvements and the cost of any other obligation to be performed by Developer under this Agreement, conditioned upon the faithful performance of this Agreement; and

- b. Separate improvement security in the sum of **FOUR HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$425,635.00)**, which sum is equal to one hundred percent of the estimated cost of constructing the required improvements, securing payment to the contractor, subcontractor and to persons furnishing labor, materials, or equipment to them for the construction of the required improvements.
 - c. The Developer shall deposit with the City **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)** for the Condo Plan. The deposit may be used at the discretion of the City to correct deficiencies and conditions caused by the Developer, contractor, or subcontractors that may arise during or after the construction of the subdivision.
 - d. The estimated total cost of required improvements includes a ten percent (10%) construction cost contingency, the cost of the installation of survey monuments in the Subdivision to guarantee and secure the placement of such monuments as provided by Section 66496 of the Government Code of the State of California, and an estimated utility cost in addition to ensure installation of public utilities. In lieu of providing the estimate of total utility costs, the Developer may submit, in a form acceptable to the City Engineer, certification from the utility companies that adequate security has been deposited to ensure installation.
6. Plan Checking and Inspection Fees. The Developer shall pay to the City fees for the checking, filing, and processing of improvement plans and specifications, and for inspecting the construction of the required improvements in the amounts and at the times established by the City.
7. Indemnification and Hold Harmless. The Developer shall indemnify, protect, defend, save and hold the City harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Developer or Developer's officers, employees, volunteers, and agents during performance of this Agreement, or in connection with Developer's work, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Developer or its employees, subcontractors, or agents, or by the quality or character of Developer's work. It is understood that the duty of Developer to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Developer from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Developer acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. Developer shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgement that may be

rendered against the City in any such actions, suits or legal proceedings, or result thereof.

8. Insurance. Developer and any contractors hired by Developer to perform any of the Required Improvements shall, at their expense, maintain in effect for the duration of this Agreement or until the required improvements are accepted by the City, whichever first occurs, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Developer and its contractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Developer or any of its contractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

a. Minimum Limits of Insurance. Developer shall maintain limits not less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

A. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Developer; products and completed operations of the Developer; premises owned, leased or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

B. The Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and

volunteers. Any insurance of self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Developer's insurance and shall not contribute with it.

- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- D. The Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights or subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Developer for the City.

3. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

d. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of not less than A: VII.

e. Verification of Coverage. Concurrently with the execution of this Agreement, the Developer shall furnish the City with original endorsements affecting coverage required by this clause. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

9. Title to Improvements. Title to and ownership of the required public improvements constructed under this Agreement by Developer shall vest absolutely in the City upon completion and written acceptance of such improvements by the City Engineer. The City Engineer shall not accept the required improvements unless Developer certifies that such improvements have been constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved Condo Plan, City Improvement Standards and Standard Construction Specifications, any applicable City Ordinances or State and Federal laws and after 35 days from the date of filing of a Notice of Completion.

10. Warranty Security. Prior to acceptance of the required improvements by the City Engineer, the Developer shall provide security in the amount and in the form as required by the City Engineer to guarantee the improvements against any defective work or labor done or defective materials used in the performance of the required improvements (Warranty Security) throughout the warranty security period which shall be the period of one year following completion and written acceptance of the improvements (Warranty Security Period). The amount of the

Warranty Security shall not be less than 10 percent of the cost of the construction of the improvements, including the cash deposit required in paragraph 5C of this agreement, which shall be retained for the Warranty Security Period.

11. Repair or Reconstruction of Defective Work or Materials. If, within the Warranty Security Period or the applicable statute of limitations, whichever is longer, any improvement or part of any improvement furnished and/or installed or constructed by Developer or any of the work done under this Agreement fails to fulfill any of the requirements of the Agreement or the specifications referred to herein as determined by the City, Developer shall without delay and without any cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the required improvements. If the Developer fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Developer can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. The parties further understand and agree that the Warranty Security furnished pursuant to paragraph 10 of this Agreement shall guarantee and secure the faithful performance and payment of the provisions of this paragraph during the Warranty Security Period.
12. Developer Not Agent of City. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.
13. Notice of Breach and Default. If Developer refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the work within such time, or if Developer should be adjudged a bankruptcy, or Developer should make a general assignment for the benefit of his creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and the City may, but is under no obligation to, serve written notice upon Developer and Developer's surety, if any, of breach of this Agreement, or of any portion thereof.
14. Breach of Agreement; Performance By Surety or City. In the event of any such notice, Developer's surety, if any, shall have the duty to take over and complete the work and the required improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of its intention to take over the performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Developer, and the Developer's surety shall be liable to City for any excess costs of damages incurred by the City; and in such event, the City, without liability for so doing, may take possession of and utilize in completing the work, such materials, appliances, plant or other property belonging to Developer as may be on the site of the work and necessary therefor.

If the form of improvement security is other than a bond, then the City, after giving notice of

breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of the security instrument.

15. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Folsom
Community Development Department
50 Natoma Street
Folsom, CA 95630
ATTN: City Engineer**

Notices required to be given to Developer shall be addressed as follows:

**Habitat for Humanity of Greater Sacramento, Inc.
819 North 10th Street
Sacramento, CA 95821
ATTN: Leah Miller, Chief Executive Officer**

Notices required to be given surety, if any, of Developer shall be addressed as follows:

**SureTec Insurance Company
3111 Camino del Rio N. Suite 900
San Diego, CA 92108**

Any party of the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

16. Attorney's Fees. In the event any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which he may be entitled.

17. Assignment. This Agreement shall bind and inure to the benefit of the assigns, successors in interest, heirs, executors, and administrators of the parties, and the parties agree that the City may cause a copy of this Agreement to be recorded in the Sacramento County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

DEVELOPER

Habitat for Humanity of Greater Sacramento, Inc., a 501(c)(3) nonprofit corporation

BY: _____

Print Name: LEAH MILLER, CHIEF EXECUTIVE OFFICER

DATE _____

CITY OF FOLSOM, a Municipal Corporation

BY: _____

DATE _____

ELAINE ANDERSEN
CITY MANAGER

ATTEST:

CHRISTA FREEMANTLE

DATE _____

APPROVED AS TO CONTENT:

PAM JOHNS
COMMUNITY DEVELOPMENT DIRECTOR

DATE _____

APPROVED AS TO FORM:

STEVEN WANG
CITY ATTORNEY

DATE _____

NOTICE: SIGNATURE(S) ON BEHALF OF "DEVELOPER" MUST BE NOTARIZED
Certificate of Acknowledgement pursuant to Civil Code, Section 1189, must be attached.
SUBDIVISION AGREEMENT – 300 Persifer Habitat for Humanity

BOND # _____
PREMIUM: _____

PERFORMANCE BOND
for
Subdivision Improvement Agreement

WHEREAS, The City Council of the City of Folsom, a Municipal Corporation in the State of California, and Habitat for Humanity of Greater Sacramento, Inc., a 501(c)(3) nonprofit corporation, (hereinafter designated as "Principal") have entered into an agreement where by principal agrees to install and complete certain designated public improvements, which said agreement, dated _____ 20____, and identified as the **Subdivision Improvement Agreement** is hereby referred to and made a part hereof; and,

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW THEREFORE, We, the principal, and _____, as surety, are held and firmly bound unto the City of Folsom, hereinafter referred to as the City; in the penal sum of **FOUR HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$425,635.00)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above bounded principal, 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 provisions in the said agreement 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 true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successful enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications 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 agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____, 20__.

BY _____
(PRINCIPAL)

BY _____
(PRINCIPAL)

BY _____
(SURETY)

(ADDRESS)

(CITY, STATE, ZIP)

(TELEPHONE)

APPROVED AS TO FORM

STEVEN WANG, CITY ATTORNEY

BOND # _____
PREMIUM: _____

LABOR & MATERIALS BOND
for
Subdivision Improvement Agreement

WHEREAS, The City Council of the City of Folsom, a Municipal Corporation of the State of California, and Habitat for Humanity of Greater Sacramento, Inc., a 501(c)(3) nonprofit corporation (hereinafter designated as "Principal"), have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____ 20 __, and identified as the **Subdivision Improvement Agreement** is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Folsom to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Folsom and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure, in the sum **FOUR HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$425,635.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, cost and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persona, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____, 20__.

BY _____
(PRINCIPAL)

BY _____
(PRINCIPAL)

BY _____
(SURETY)

(ADDRESS)

(CITY, STATE, ZIP)

(TELEPHONE)

APPROVED AS TO FORM

STEVEN WANG, CITY ATTORNEY

Attach Exhibit "A"
Certified Contractor's Bid

TORO ENGINEERING, INC.
ENGINEERING CONSTRUCTION

P.O. Box 336 Rio Linda, CA. 95673 (916)238-4535 ~ Fax (916) 238-4639
CA License # 817832

April 16, 2024

REVISED 03

Re: Persifer Street
Subject: Sitework Proposal

Attention: Michael Gordon
Habitat for Humanity
819 North 10th Street
Sacramento, CA. 95811

We are pleased to submit our proposal for the above referenced project as per non-approved plan sheets 1-10, dated 3/7/24 Cunningham Engineering.
Addenda Noted: 0

Description of Work:

Mobe / Demo / Clear & Process: \$24,915.00
Import Fill Dirt: \$45,000.00
Excavation & Grading: \$35,925.00
Dutton Way HB / ¾" CR / AB / AC: \$45,463.00
Persifer Street: Demo / Grade / AB / AC: \$39,162.00
Sewer: \$46,461.00
Drainage: \$49,263.00
Water: \$87,224.00
Utility Demo: \$1,466.00
Concrete: \$50,756.00

Total Proposal: \$425,635.00

If you have any questions regarding this bid proposal, please feel free to contact us at any time. Thank you for the opportunity to quote your firm on this project.

Regards,
Graham Finley
Toro Engineering, Inc.
Ph. 916-616-8143

Please see attached Exhibit A for bid quantities, and Exhibit B for a list of exclusions and stipulations used in preparation of this proposal.

TORO ENGINEERING, INC.

ENGINEERING CONSTRUCTION

P.O. Box 336 Rio Linda, CA. 95673 (916)238-4535 ~ Fax (916) 238-4639
CA License # 817832

Exhibit A

Sitework:

Onsite:

Mobilization	1 EA
Demo / Clear / Process:	1 ACRE
Import Fill	1,500 CY
Excavation / Grading	1,850 CY

Dutton Way

Redwood Header Board	270 LF
Class 2 AB	260 TN
- 12" AB in Alley Way	
- 8" AB @ VG	
4" Asphalt Paving	3,200 SF
¾" CR / 140 N Fabric	1,450 SF
Valley Gutter	120 LF

Persifer Street

Demo Existing AC / PCC	1 LS
Excavation & Grading	1 LS
Class 2 AB	150 TN
- 12" AB in Roadway	
- 6" AB @ C&G, DW	
- 4" AB & SW	
4" Asphalt Paving	1,380 SF
Sidewalk	1,000 SF
Rolled C&G	292 LF
Vertical Curb	82 LF
Driveway	170 SF

Utilities:

Sewer:

6" SDR 26	159 LF
4" SDR 26	414 LF
Clean Outs	7 EA
Adjust Sewer Manhole	1 EA
Connect to Existing	1 EA

Drainage:

30" CLSM Cover	276 LF
8" SDR 35	54 LF

TORO ENGINEERING, INC.

ENGINEERING CONSTRUCTION

P.O. Box 336 Rio Linda, CA. 95673 (916)238-4535 ~ Fax (916) 238-4639
CA License # 817832

6" SDR 35	164 LF
Type D Inlet	1 EA
Nyloplast Inlet	5 EA
Adjust SD Manhole	2 EA
Connect to Existing	1 EA

Water:

1" Water Services in Street	10 EA
1" Sch 80 PVC	507 LF

Demo:

Demo Inlet / MH	2 EA
Demo Drain Pipe	71 LF

Exhibit B

Exclusions:

1. Splitting or phasing of work.
2. Dirt export.
3. Subterranean debris removal or disposal.
4. Fence relocation or installation.
5. Erosion Control.
6. Slurry sealing.
7. Striping & Signs.
8. Well & Septic Tank Abandonment.
9. All concrete work.
10. Agg Base for onsite sidewalks / driveways.
11. Maintenance of pedestrian traffic control.
12. All fees, permits, bonds, engineering, testing, and inspection charges by public agencies.
13. Overtime.
14. Prevailing Wages.
15. Working in wet or saturated conditions.
16. Meters.
17. Trench drains or any concrete embedment's. (Unless otherwise noted)
18. Over excavation, replacement, removal, blending, drying, of any soil that is unsuitable for compaction as determined by the project's soils engineer.
19. Trench dewatering.
20. Aeration or chemical treatment of wet soils.
21. Grading for others work or handling, hauling and removal of spoils including building footings.
22. Repair or replacement of any utility lines or other object placed by others at elevations above the excavation or scarifying plane required by the plans and or specifications.

TORO ENGINEERING, INC.

ENGINEERING CONSTRUCTION

P.O. Box 336 Rio Linda, CA. 95673 (916)238-4535 ~ Fax (916) 238-4639

CA License # 817832

23. Construction staking or surveying.
24. Dust control for others.
25. Temporary mulch or hydroseeding for site stabilization.
26. Prime coat or seal coat.
27. Price does not include concrete flatwork, sidewalks, or concrete installation or replacement of any kind except as noted in proposal.
28. Maintenance of pedestrian traffic of any kind.
29. Tree pruning, protection, aeration systems and employment of an arborist.
30. Rock excavation.
31. Wall footing excavation or backfill.
32. Removal, handling and disposal of undocumented fills that are not specified in the plans or geotechnical report.
33. Rock or soil that cannot be excavated by a CAT 322 excavator shall be considered Extra Work.
34. Cathodic protection.
35. Structural excavation and backfill.
36. Removal, relocation or repair of underground obstructions and/or utilities not shown on the plans or visible from the surface.
37. Engineering, staking.
38. Gas.
39. Electrical.
40. Blasting.
41. Tree fencing and protection not included.
42. Site lighting not included.
43. Winterization work is not included. Erosion protection, including balling and flushing of the downstream drainage system is not included and will be billed as extra work if required.
44. Removal, handling or hauling of hazardous material not included.
45. All asbestos work excluded.
46. Items not specifically included are considered to be excluded.

Stipulations:

1. **Site Finish grade by Homebuilder.**
2. **General Contractor to supply water meter.**
3. **Proposal based on 8 hrs/day / 5 day per week.**
4. **Proposal based on access to all areas of work.**
5. **All tree work.**
6. **Proposal includes stump demo & Disposal.**
7. **One mobilization is included.**
8. All SWPPP permits and work by others.
9. Dust control and public safety for our work only while on the job site.
10. Toro's underground work to be completed prior to start of dry utilities.
11. Clean-outs at (property line) (or buildings) to be installed by onsite plumbing contractors.

TORO ENGINEERING, INC.

ENGINEERING CONSTRUCTION

P.O. Box 336 Rio Linda, CA. 95673 (916)238-4535 ~ Fax (916) 238-4639
CA License # 817832

12. Soils generated by underground utilities other than Toro Eng. Inc. shall be disposed by others.
13. All utilities installed to within 5' of the buildings. (Except fire riser)
14. Connection of the rainwater leaders or building plumbing by others.
15. All scheduling to be approved by Toro Eng. Inc. before start of work.
16. This proposal is based on award of all items of work in the proposal.
17. This proposal is subject to the condition that all Exclusions & Clarifications listed are to be incorporated into any subsequent contract / subcontract.
18. This proposal is good for thirty days, after which time Toro reserves the right to modify the proposal for any changes in labor, or fuel cost increases.
19. Toro shall receive progress payments no later than 30 days after date of invoicing.
20. Price is subject to review of approved plans.
21. Overhead & Profit markup for any extra work or change order work will be a minimum of 25%.
22. This proposal shall become an integral part of any future contract entered into by Toro Engineering

Attach Exhibit "B"
Conditions of Development

300 Persifer Street - Habitat for Humanity of Greater Sacramento Conditions

	REQUIREMENT	When Required	Responsible Department
1	<p>The applicant shall submit final site development plans to the Community Development Department that shall substantially conform to the items referenced below:</p> <p>300 Persifer Street Site Layout dated 11/16/22</p> <p>The project is approved for the development of five single-family and five secondary units (“cottages”). Implementation of the project shall be consistent with the above-referenced items as modified by these conditions of approval.</p>	I	CD (E)
2	<p>Public and private improvements, including underground utilities and service connections, roadways, curbs, gutters, sidewalks, streetlights, underground infrastructure and all other improvements shall be provided in accordance with the current edition of the City of Folsom <u>Standard Construction Specifications</u> and the <u>Design and Procedures Manual and Improvement Standards</u>. All necessary rights-of-way and/or easements shall be dedicated to the City for these improvements. Additional right-of-way along the northeasterly side of the project shall be dedicated, to provide emergency vehicle access, inclusive of appropriate striping and signage, with the filing of the Final Map and to the satisfaction of the City Engineer and Public Works Director. Where private utilities and shared laterals are proposed, the Developer shall dedicate access and maintenance reciprocal easements as needed and to the satisfaction of the City Engineer.</p>	I	CD (E)
3	<p>Given the uncertain condition of the existing drainage system within the alley and noting the critical need for affordable housing, the owner/applicant shall not be responsible for constructing surface improvements, including subgrade, paving, curb, gutter and sidewalk and utilities, associated with the existing Natoma Street/ Persifer Street alleyway, except for limited pavement tie-in work at the new secondary unit driveways (south of the existing drainage pipe). Said work to be performed to the satisfaction of the Community Development Department, including dedication of all necessary easements for drainage conveyance and maintenance. Required improvements may include, but not limited to, subgrade, paving, and curb, and gutter.</p>	I	CD (E)
4	<p>The owner/applicant shall be responsible for replacing any and all damaged or hazardous public sidewalk, curb and gutter along the site frontage, including pre-existing conditions and construction damage, to the satisfaction of the Community Development Department.</p>	I , O	CD (E)
5	<p>The owner/applicant shall provide 2 streetlights, 1 at the intersection of Persifer Street and Coloma Street, and 1 at the intersection of Persifer Street and the proposed alleyway(unnamed) and shall comply with the development and maintenance standards stipulated in <u>Folsom Municipal Code Chapter 17.56</u>.</p>	I	CD (E)

6	The owner/applicant shall construct a twenty-foot wide asphalt alley over the EVA from Persifer Street to the existing Public Alley through the City owned parcel adjoining parcel 5. The EVA will not encroach into any adjoining parcel. The design and construction of the EVA will be reviewed and approved by the Community Development Department and the Fire Department prior to approval of the site improvement plans for the subdivision. The EVA will be shown on the site improvement plans for the subdivision.	I	CD (E) FD
7	The Environmental & Water Resources Department shall provide a sewer manhole which shall be placed within the Public Utility Easement along the Natoma Persifer Alley, including service stubs to the east and west. The owner/applicant shall connect all sewer laterals into the service stubs at this single manhole.	I	CD (E)
8	The design, materials, and colors of the proposed single-family residential units shall be consistent with the Historic District Design and Development Guidelines. Architectural design shall follow the standards in the Historic District Design and Development Guidelines.	B	CD (P)
9	Final design approval shall be approved by the Historic District Commission	B	(CD) (P)
10	Street trees shall be planted in accordance with the <u>Folsom Municipal Code</u> .	B,O	CD
11	Avoid and minimize impacts to nesting birds - If demolition activities occur during the typical bird nesting season (February 15 through August 31), pre-construction nesting bird surveys shall be conducted by a qualified biologist on the project site and within a 500-foot radius of proposed construction areas, where access is available, no more than 14 days prior to the initiation of construction. If no nests are found, no further mitigation is required. If active nests are identified in these areas, the owner/applicant shall coordinate with CDFW to develop measures to avoid disturbance of active nests prior to the initiation of any construction activities, or construction could be delayed until the young have fledged. Avoidance measures may include establishment of a buffer zone and monitoring of the nest by a qualified biologist until the young have fledged the nest and are independent of the site. If a buffer zone is implemented, the size of the buffer zone shall be determined by a qualified biologist in coordination with CDFW and shall be appropriate for the species of bird and nest location.	G,B,I, OG	CD (P)(E)

12	Avoid and minimize impacts to previously unknown historic and /or archeological resources. In the event that buried historic resources and/or archaeological resources are discovered during construction, construction operations shall stop within a 100-foot radius of the find and a qualified archaeologist shall be consulted to determine whether the resource requires further study. The owner/applicant shall include a standard inadvertent discovery clause in its contract with its infrastructure subcontractor to inform them of this requirement. The archaeologist shall make recommendations concerning appropriate measures that will be implemented to protect the resources, including but not limited to excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Historic resources could consist of, but are not limited to, stone, wood, or shell artifacts, structural remains, privies, or historic dumpsites. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance in terms of CEQA criteria.	DC	CD (P)(E)
----	--	----	-----------

Avoid and minimize impacts related to accidental discovery of paleontological resources and/or human remains - In the event of the accidental discovery or recognition of any human remains, CEQA Guidelines § 15064.5; Health and Safety Code § 7050.5; Public Resources Code § 5097.94 and § 5097.98 must be followed. If during the course of construction there is accidental discovery or recognition of any human remains, the following steps shall be taken:

- A. There shall be no further excavation or disturbance within a 100-foot radius of the potentially human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the “most likely descendant” (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.
- B. Where the following conditions occur, the owner/applicant or an authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:
- The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.
 - The descendant identified fails to make a recommendation.
 - The owner/applicant or an authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.

For discovery of paleontological resources, ground-disturbing construction work shall cease until the resource has been recovered and/or evaluated by a professional paleontologist. Construction activities shall commence following the recommendations of the professional paleontologist with approval by the City.

DC

CD (P)(E)

14	<p>Comply with the following SMUD requirements:</p> <ul style="list-style-type: none"> a) To maintain adequate trench integrity, building foundations must have a minimum horizontal clearance of 5 feet from any SMUD trench. Developer to verify with other utilities (Gas, Telephone, etc.) for their specific clearance requirements. b) Proposed SMUD facilities located on the customer's property outside of the existing or proposed PUE(s) may require a dedicated SMUD easement. c) The developer shall dedicate any private drive, ingress and egress easement, or Irrevocable Offer of Dedication (and 10 feet adjacent thereto) as a public utility easement for overhead and underground facilities and appurtenances. There are existing 12kV overhead SMUD facilities along Natoma St Persifer Alley. Proper clearances from the building shall be maintained. d) Project applicants will need to work with SMUD to relocate or underground the facilities if clearances can't be met. This work would be billable to the customer. e) Dedicate a 12.5-foot PUE adjacent to Persifer Street. f) Dedicate a 10-foot PUE adjacent to Coloma Street, no structures, buildings, eaves, and building overhangs will be allowed in the PUE. g) Dedicate a 10-foot PUE adjacent to the Natoma-Persifer Alley. 	I, B OG	CD (P)(E)
----	---	------------	-----------

*This page is intentionally left blank
to facilitate double-sided printing
and minimize paper use.*



CITY OF
FOLSOM
DISTINCTIVE BY NATURE