

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

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

Tuesday, February 18, 2020

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Budge, Gatewood, McGarvey, Terry and Mayor Sander.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Jennifer Laret with The Church of Jesus Christ of Latter-day Saints, will give the invocation.

5. PRESENTATIONS

- 5.1. Introduction of Delisa Verdun, Senior Customer Service Representative by Russell Ducharme, Neighborhood Services Manager.

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the

item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of February 3, 2020.

Recommendation: Adopt the Minutes.

9.2. **Subject:** A Resolution Approving Contract No. 2020-7 with Dewberry Engineers Inc. dba Dewberry | Drake Haglan in an amount not to exceed \$3,132,039.77 to Design the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.

Recommendation: Adopt the Resolution.

9.3. **Subject:** SunCreek Operational Agreement for Cross-Jurisdictional Transportation Cooperation and Improvement Funding.

Recommendation: Adopt the Resolution.

9.4. **Subject:** An Ordinance Amending the Rancho Cordova Municipal Code Title 16 (Building and Construction), Chapter 16.18 Nuisance Code, related to storage of Recreational Vehicles, Boats and Trailers on residential property.

Recommendation: Waive the second reading and adopt the Ordinance.

9.5. **Subject:** Second reading of an Ordinance Amending the Rancho Cordova Municipal Code related to Title 16 Building Code, Chapter 16.20 Housing Code.

Recommendation: Waive the second reading and adopt the Ordinance.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

11. PUBLIC HEARING ITEMS

11.1. **Subject:** GLP Stores Major Design Review; Project No. DD9903 - Located on the Southwest Corner of Zinfandel Drive and North Mather Boulevard.

Recommendation: Adopt the Resolution approving the Major Design Review for a 164,149 square-foot light industrial office warehouse and associated office space building that includes parking, lighting, and landscaping for the GLP Stores, LLC.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** Rancho Cordova Chamber of Commerce Business Outlook and Economic Forecast Presentation.

Recommendation: Receive presentations from the Rancho Cordova Chamber of Commerce CEO Diann Rogers and City Staff that were presented at the 2020 Business Outlook & Economic Forecast.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

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

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

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

UPCOMING MEETINGS

February 25, 2020	5:30 PM Special Meeting/Work Session
March 2, 2020	5:30 PM Regular Meeting
March 16, 2020	4:00 PM Special Meeting/Regular Meeting
March 24, 2020	5:30 PM Special Meeting/Work Session
April 6, 2020	4:00 PM Special Meeting/Regular Meeting
April 14, 2020	5:30 PM Special Meeting/Work Session
April 20, 2020	5:30 PM Regular Meeting
May 4, 2020	4:00 PM Special Meeting/Regular Meeting

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

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A DVD copy is available from the City Clerk's Department and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the February 18, 2020 Regular Meeting of the Rancho Cordova City Council was posted and available for review on February 13, 2020 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive,

Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed February 13, 2020 at Rancho Cordova, California.

A handwritten signature in blue ink that reads "Stacy Leitner". The signature is written in a cursive, flowing style.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

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

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

Monday, February 3, 2020

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

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Special meeting to order in the American River Room at 4:12 P.M.

Council Members Present: Linda Budge, Garrett Gatewood, Robert McGarvey, Donald Terry and Mayor David Sander.

Council Members Absent: None.

Staff Members Present: Cyrus Abhar and Stacy Leitner.

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEMS

3.1 Subject: Continued Discussion of Naming Public Facilities.

Recommendation: Receive information and provide direction.

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

ACTION: Input was received regarding the Continued Discussion of Naming Public Facilities.

3.2. **Subject:** Discussion on Boats, RVs and Trailers.

Recommendation: Receive update on proposed municipal code amendments and provide input.

Mayor David Sander opened the public comment period. The following individuals addressed the Council:

1. Marty Michard
2. Carol Wilfley
3. Gerry Madsen
4. Debora Curtis
5. Cort Stratfull
6. Ann Richardson
7. Chris Harf
8. Trish Medina

ACTION: Input was received regarding the update on proposed municipal code amendments.

4. ADJOURNMENT OF SPECIAL MEETING

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

5. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Budge, Gatewood, McGarvey, Terry and Mayor Sander.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

The City Clerk read the recordings and playback schedule.

7. PLEDGE OF ALLEGIANCE

Maria Kniestedt led the pledge.

8. INVOCATION

Dr. Dan DeShong, from River City Christian, gave the invocation.

9. PRESENTATIONS

9.1. Community Enhancement Fund Grant Check Presentations to 1) Sacramento Telangana Association - Festival of Colors and Kite Festival ; 2) Sacfit - Parkway Half Marathon; 3) Folsom Cordova Unified School District - A Touch of Understanding In-School Disability Awareness Workshops; 4) Sacramento Valley Spark - Summer Art Celebration; 5) Cordova Community Council Foundation - Youth Sports Facilities Renovations.

9.2. Introduction of Delisa Verdun, Senior Customer Service Representative by Russ Ducharme, Neighborhood Services Manager.

10. PUBLIC COMMENT

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

11. COUNCIL REPORTS

Council reported on events since the last meeting.

12. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 13.1 through 13.3 by Linda Budge second by Robert McGarvey;
Motion passed with a 5:0 vote.

- 13.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of January 21, 2020 and the Special Meeting of January 28, 2020.

Recommendation: Adopt the Minutes.

- 13.2. **Subject:** Resolution Rejecting All Bids for the Rancho Cordova Neighborhood Center (RCNC) Detained Animal Facility Project.

Recommendation: Rejecting the bids will cancel the process for possible improvements to build a detained animal holding facility onsite at the Rancho Cordova Neighborhood Center (RCNC).

- 13.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2020-4 with Roush Landscape Services in an Amount Not to Exceed \$237,600 for Landscape Maintenance Services for Newly Developed Areas.

Recommendation: Adopt the Resolution.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 14.1. **Subject:** An Ordinance Amending the Rancho Cordova Municipal Code Related to Title 16 (Building and Construction), Chapter 16.18 Nuisance Code.

Recommendation: Introduce and waive the first reading of the Ordinance.

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

ACTION: Motion to approve item 14.1 by Linda Budge second by Robert McGarvey;
Motion passed with a 5:0 vote.

15. PUBLIC HEARING ITEMS

- 15.1. **Subject:** An Ordinance Amending Sections of Title 16 Chapter 16.20 of the Rancho Cordova Municipal Code Related to Rental Housing and Resolutions Adopting Changes to Program-Related Fees.

Recommendation: Introduce and waive first reading of the ordinance and adopt resolutions changing program-related fees.

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

ACTION: Motion to approve by Linda Budge second by Robert McGarvey;
Motion passed with a 5:0 vote.

16. REGULAR CALENDAR ITEMS

- 16.1. **Subject:** Update on Potential City Smoking Regulations - Indoor Multi-Family Smoking, Smoking Distance from Buildings.

Recommendation: Receive information and provide direction.

Mayor Sander opened the public comment period. The following individual addressed the Council:

1. Derald Langwell

ACTION: Input was received regarding the Update on Potential City Smoking Regulations – Indoor Multi-Family Smoking, Smoking Distance from Buildings.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Request for staff to give presentation regarding the Chamber of Commerce Business Outlook and Economic Forecast.

18. ADJOURNMENT

Mayor David Sander adjourned the meeting in memory of Donna Lee Cox at 6:56 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



DATE: February 18, 2020

TO: Honorable Mayor and Council Members

FROM: Quoc Nam, Associate Civil Engineer
Albert Stricker, Public Works Director

SUBJECT: **A RESOLUTION APPROVING CONTRACT NO. 2020-7 WITH DEWBERRY ENGINEERS INC. DBA DEWBERRY | DRAKE HAGLAN IN AN AMOUNT NOT TO EXCEED \$3,132,039.77 TO DESIGN THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT.**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will authorize the City Manager to execute Contract No. 2020-7 with Dewberry Engineers Inc. dba Dewberry | Drake Haglan in an amount not to exceed \$3,132,039.77 for engineering design, environmental, geotechnical, surveying, and right of way acquisition support services for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project (CP20-2201).

BACKGROUND

US Highway 50 (US 50) is an impediment to alternative modes of travel within the City of Rancho Cordova, creating a barrier between the north and south sides of the City. While vehicle crossings exist, safe and comfortable bicycle and pedestrian facilities are limited. This results in bicycles sharing the road with high speed vehicles entering and exiting the freeway and major commercial/employment centers.

The City applied for and successfully received a grant in the amount of \$3,815,000 to prepare a design for the bicycle and pedestrian overcrossing that will provide numerous benefits for City residents and businesses (project). The project will build upon the input gathered from the community from the City's Pedestrian and Bicycle Master Plans, which show the public's desire for a grade separated bicycle/pedestrian crossing of US 50 at Zinfandel Drive.

The Project will improve multi-modal access and user comfort by removing the barrier to active transportation created by US 50, connecting communities on both sides of the freeway, including improved access to transit stops at the Zinfandel light rail station on Folsom

Boulevard and Zinfandel Drive, and will reduce vehicle miles traveled to improve air quality.

Request for Qualifications (RFQ) for design services were solicited on the City's website, CIPList.com, and the Sacramento, Placer, and El Dorado County Builders Exchanges on September 27, 2019. The submittal deadline was on October 24, 2019. A total of four Statement of Qualifications (SOQ's) were received. SOQ's were evaluated based on an established set of criteria and staff recommends awarding the design service contract to the highest rated and most qualified firm, Dewberry/Drake Haglan and authorizing the City Manager to execute the agreement.

FISCAL IMPACT AND FUNDING SOURCE

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

The total cost for this project is approximately \$3,132,039.77. Funding for this project consists of \$438,000 in Traffic Mitigation Impact Fees and \$3,377,000 in Federal Highway Improvement Program Grants.

This project is included in the City's current approved Capital Improvement Plan and in the 2019/2020 budget.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2020-7
3. Project Site Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
2020-7 WITH DEWBERRY ENGINEERS INC. DBA DEWBERRY | DRAKE HAGLAN IN AN
AMOUNT NOT TO EXCEED \$3,132,039.77 TO DESIGN THE ZINFANDEL DRIVE BICYCLE
AND PEDESTRIAN OVERCROSSING PROJECT**

WHEREAS, the City of Rancho Cordova desires to enter into contract no. 2020-7 with Dewberry Engineers Inc. dba Dewberry | Drake Haglan in an amount not to exceed \$3,132,039.77 for engineering design, environmental, geotechnical, surveying, and right of way acquisition support services for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project; and

WHEREAS, the project will include the improvement of multi-modal access and user comfort by removing the barrier to active transportation mobility created by crossing US 50 and creating a dedicated space with separation from high speed vehicles. This project will also provide for improved transit stops, including the Zinfandel light rail station on Folsom Boulevard and Zinfandel Drive and will reduce vehicle miles traveled to improve air quality; and

WHEREAS, the contract will be paid through Traffic Mitigation Impact Fees and Federal Highway Improvement Program Grants. The contract does not impact the general fund and is included in the City's current approved Capital Improvement Plan and in the 2019/2020 budget; and

WHEREAS, services will exceed the maximum amount the City Manager has authorization to approve; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute contract no. 2020-7 with Dewberry Engineers Inc. dba Dewberry | Drake Haglan in an amount not to exceed \$3,132,039.77 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of February 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

David M. Sander, Mayor

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
DEWBERRY ENGINEERS INC. DBA DEWBERRY | DRAKE HAGLAN
FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Dewberry Engineers Inc. dba Dewberry | Drake Haglan, ("Professional" or "CONSULTANT") as of February 18, 2020.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. The Project Manager for the Consultant is Brian Hansen, P.E. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Performance Period.

1.1.1 This contract shall go into effect on February 18, 2020, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on June 30, 2023, unless extended by contract amendment. The time provided to CONSULTANT to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.1.2 CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

1.1.3 Reserved

1.2 Standard of Performance. Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 Assignment of Personnel. Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this contract, without prior written approval by the City's Contract Administrator.

1.4 Time. Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

1.5 Consultant's Reports or Meetings.

1.5.1 If this Agreement does not require "on call" consulting services:

- a. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- b. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

1.5.2 Reserved

1.6 Inspection of Work. CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state (and the FHWA if federal participating funds are used in this contract) to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed Three Million One Hundred Thirty-Two Thousand Thirty-Nine and Seventy-Seven Cents (\$3,132,039.77), notwithstanding any contrary indications that may be contained in CONSULTANT'S Cost Proposal dated 12/19/19, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

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

2.3 **Intentionally Omitted**

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

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

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

- 2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **State Prevailing Wage Rates.** For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws: (For more information see Chapter 10.1 of the Caltrans Local Assistance Procedures Manual.)
- 2.10.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 2.10.2 Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- 2.10.3 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 2.11 **Retention of Funds.** Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section
- No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or sub-consultants is prohibited, and no retainage will be held by the prime consultant from progress due sub-consultants. Any violation of this provision shall subject the violating prime consultant or sub-consultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California

Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or sub-consultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE prime consultants and sub-consultants.

2.12 Federal Funding Provisions related to Allowable Costs and Payments

- 2.12.1 The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph 2.12.8 shall not be exceeded, unless authorized by contract amendment.
- 2.12.2 In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of Two Hundred Thirty-Eight Thousand Nine Hundred Thirty-Nine Dollars and Thirty-Four Cents (\$238,939.34). The fixed fee is non-adjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- 2.12.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 2.12.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- 2.12.5 Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- 2.12.6 No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

2.12.7 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Rancho Cordova
Dept. of Public Works
Mr. Quoc Nham, P.E.
2729 Prospect Park Drive
Rancho Cordova, CA 95670

2.12.8 The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed Three Million One Hundred Thirty-Two Thousand Thirty-Nine Dollars and Seventy-Seven Cents (\$3,132,039.77).

2.12.9 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

2.12.10 All Subcontracts shall contain the above provisions.

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

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

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

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

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

- 4.2.1 **General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) with TWO MILLION DOLLARS (\$2,000,000.000) each occurrence and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall

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

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

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

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

- f. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- g. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

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

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

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

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

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

- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 **Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 **Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.
- During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- 4.4.5 **Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.
- 4.4.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.4.7 City shall not be responsible for any premiums or assessments on any insurance policies required under this Agreement.

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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

5.2 **PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 5.3 **Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 **Nondiscrimination and Equal Opportunity.**
- 7.5.1 Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 7.5.2 During the performance of this Contract, Professional and its sub-professionals shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Professional and subprofessionals shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Professional and subprofessionals shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Professional and its

subprofessionals shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

7.6 Safety

- 7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 7.6.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 7.6.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- 7.6.4 Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Section 8. TERMINATION AND MODIFICATION.

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

Professional may cancel this Agreement upon thirty, (30), calendar days' written notice to City and shall include in such notice the reasons for cancellation.

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

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.**
- 8.4.1 Reserved.
- 8.4.2 Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- 8.4.3 CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- 8.4.4 CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- 8.4.5 All subcontract entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- 8.4.6 Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

8.6 Options upon Breach by Professional. If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
- 8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
- 8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

9.4 Confidentiality of Data.

- 9.4.1 All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure.
- 9.4.2 Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.
- 9.4.3 Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- 9.4.4 Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.
- 9.4.5 Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- 9.4.6 All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than City or local agencies.

9.5 Ownership of Data.

- 9.5.1 Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.
- 9.5.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- 9.5.3 Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Professional under this contract; further, Professional is not liable

for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Professional.

9.5.4 Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

9.5.5 City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

9.6 Audit Review Procedures.

9.6.1 Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

9.6.2 Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

9.6.3 Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

9.6.4 If the total Compensation under this Agreement as stated in Section 2 above is greater than \$150,000, CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms

and cause for termination of the contract and disallowance of prior reimbursed costs.

- 9.6.5 If the total Compensation under this Agreement as stated in Section 2 above is greater than \$3,500,000, CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5.1 During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

- (a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
- (b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
- (c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

9.6.5.2 If Caltrans is unable to issue a cognizant letter per paragraph 9.6.5.1 above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

9.6.5.3 If the CONSULTANT fails to comply with the provisions of this Section 9.6.5, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.6.5.1 above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

9.6.5.4 CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

- 10.6 Use of Recycled Products. Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.
- 10.7.1 Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- 10.7.2 Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7.3 Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.7.4 **Federal Funding Provisions Related to Conflict of Interest.** Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article 10.7.4.
- 10.7.4.1 CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- 10.7.4.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

- 10.7.4.3 CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 10.7.4.4 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- 10.7.4.5 CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- 10.7.4.6 CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- 10.7.4.7 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.
- 10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Mr. Quoc Nham, P.E. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Professional shall be sent to:

Dewberry | Drake Haglan
Attention: Brian Hansen, PE, Project Manager
11060 White Rock Road #200
Rancho Cordova, CA 95670

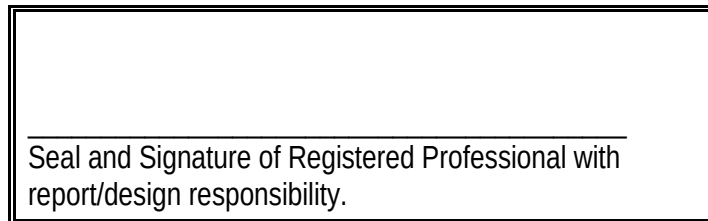
Email Address (for Insurance Update Requests)

bhansen@dewberry.com

Any written notice to City shall be sent to:

City of Rancho Cordova, Dept. of Public Works
Attention: Quoc Nham, Contract Administrator
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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



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

Section 11 **FUNDING PROVISIONS.**

- 11.1 **Prohibition of Expending City, State, or Federal Funds for Lobbying.**

11.1.1 CONSULTANT certifies to the best of his or her knowledge and belief that:

- (a) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with

the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

11.1.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11.1.3 CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

11.2 Statement of Compliance

11.2.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

11.2.2 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the

Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

11.2.3 If any federal funding is used for this project:

- (a) The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- (b) The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

11.3 Rebates, Kickbacks or other Unlawful Consideration. CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.4 Debarment and Suspension Certification.

11.4.1 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment,

voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

11.4.2 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

11.4.3 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

11.5 **Evaluation of Professional.** Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

11.6 **National Labor Relations Board Certification.** In accordance with Public Contract Code Section 10296, Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.

11.7 **Equipment Purchase.**

11.7.1 Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

11.7.2 For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

11.7.3 Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated,

CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11.8 Disputes.

- 11.8.1 Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator, Mr. Quoc Nham, P.E., who may consider written or verbal information submitted by CONSULTANT.
- 11.8.2 Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- 11.8.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Professional from full and timely performance in accordance with the terms of this contract.

11.9 Cost Principles.

- 11.9.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- 11.9.2 CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200 , Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 11.9.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- 11.9.4 All subcontracts in excess of \$25,000 shall contain the above provisions

11.10 Disadvantaged Business Enterprise Participation.

- 11.10.1 This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- 11.10.2 The goal for DBE participation for this contract is 23%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- 11.10.3 DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- 11.10.4 Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- 11.10.5 A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- 11.10.6 A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

- 11.10.7 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- 11.10.8 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- 11.10.9 CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- 11.10.10 Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- 11.10.11 If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.
- 11.11 Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability, or at its

discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.12 Funding Requirements.

11.12.1 It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

11.12.2 This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

11.12.3 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

11.12.4 LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

11.13 Claims Filed by City's Construction Contractor.

11.13.1 If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

11.13.2 CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

11.13.3 Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement. The two Parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

CITY OF RANCHO CORDOVA

DEWBERRY | DRAKE HAGLAN

Cyrus Abhar, City Manager

Dennis Haglan, PE, Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Attachments:
Exhibit A – Scope of Services
Exhibit B – Cost Proposal
IRS Form W-9
CA Form 540

EXHIBIT A
SCOPE OF SERVICES

Scope of Services

Task 1: Project Management & Coordination

Task 1.1: Project Management

Dewberry | Drake Haglan (**CONSULTANT**) will perform the activities necessary to plan, direct, and coordinate the work of the project. This work will include the preparation and implementation of a project management plan. The project management plan includes the following:

- Preparation of a Project Binder
- Preparation of QA/QC Binder
- Preparation of a Project Schedule
- Communication Documentation
- Preparation of meeting agendas and notes

Project Binder

CONSULTANT will assemble a project binder containing all basic project information. This includes the Scope of Work, Project Organization, Project Team Contacts, and Project Quality Control instructions. This binder is supplied to all key team members, and is used as a resource for common project forms, correspondence formats, and proper lines of communication.

QA/QC Binder

CONSULTANT will assemble a QA/QC binder, which is a “one-stop-shop” for the QC checklists, forms, notes, contract requirements, and submittals. Many of these forms are also contained in one excel spreadsheet accessible to all who are working on the project. This binder also contains the following:

- Final Advertisement Checklist
- GAD Submittal Checklist
- QC Submittal Checklists for all PS&E submittals
- Plan, RE File, Specification and Estimate Notes
- Federal Submittal Checklist
- Copies of the primary sheets, specs table of contents, and estimate of each submittal for easy reference
- Separate tabs for client/agency review comments to ensure all comments are addressed and incorporated.

The QA/QC binder is kept up-to-date through the project delivery by design leads and continual checks by the Project Manager are completed to ensure QC procedures are being followed and enforced.

Project Schedule

CONSULTANT will prepare a comprehensive project schedule and submit it to the City for review and approval. The detailed schedule will initially be based on the various work elements and tasks described in the project scope of work. The schedule will be strictly enforced and updated on a monthly basis to reflect any changes. The schedule updates will be included with the project progress reports for review by the City. CONSULTANT will develop the project schedule using Microsoft Project for Windows.

Communication Documentation

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

CONSULTANT will maintain a current contact list that includes all team members as well as key stakeholders. A Record of Conversation (ROC) will be prepared for all communications in which decisions have been made or specific direction has been received. The ROC will be shared with the City to ensure open lines of communication on all project related decisions.

[Meeting Agendas and Notes](#)

CONSULTANT will prepare meeting agendas and notes for all project related meetings. Agendas will be distributed in advance of the meeting to confirm the intent and topics to be discussed during the meeting. All notes will be summarized and submitted to the City within one week of the meeting.

Task 1.2: Project Meetings

[Kick-Off Meeting \(1 meeting\)](#)

Following the Notice to Proceed, the CONSULTANT Team will attend a project kick-off meeting with the City, Caltrans and other key stakeholders. The kick-off meeting will be used to introduce the staff, establish communication channels, clarify the procedures and formats to be used, and discuss the design project schedule, as well as the project scope and initial concepts. CONSULTANT will gather all available information about the project that has not been previously obtained.

[Quarterly Meetings \(8 meetings\)](#)

CONSULTANT will hold meetings on a quarterly basis to review project status, design and budget to obtain required City input, make decisions, and discuss issues that have the potential of affecting the project design, budget or schedule. These meetings will be held at the City's office.

[Monthly Coordination Meetings \(16 conference call meetings\)](#)

DHA will conduct monthly informal, internal coordination meetings with the design team, and City, if the City desires to call-in. The intent of these meetings will be to discuss the progress of the project and identify and address any issues that arise during each month's progress. These meetings will be held via conference call. There may be months that it is deemed an internal meeting is not warranted.

Task 1.3: Caltrans Coordination

[Caltrans PDT Meetings \(5 meetings\)](#)

CONSULTANT will facilitate PDT meetings with Caltrans throughout the project. It is anticipated that 5 PDT meetings will be required. Meetings will be held in Caltrans District 3 offices in Marysville.

[Transportation Art and Community Identification Application](#)

CONSULTANT will prepare the Transportation Art and Community Identification applications per the requirements of Caltrans Project Development Procedures Manual, Chapter 29 - Landscape Architecture, Sections 9 and 10.

[Freeway and Maintenance Agreements](#)

CONSULTANT will prepare an amendment to the existing Freeway Agreement to include the new pedestrian overcrossing. CONSULTANT will work with the City to prepare the Maintenance Agreement establishing maintenance responsibilities for the new pedestrian overcrossing.

[Encroachment Policy Exception](#)

CONSULTANT will prepare the Request for an Encroachment Policy Exception for the new pedestrian overcrossing over Highway 50. The exception is required for an exception from the requirements of

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT
"Locked Gate Access and Pedestrian Openings" in Section 1, Chapter 17 of the Project Development Procedures Manual.

Task 1.4: Coordination with Additional Agencies

CONSULTANT will coordinate with additional agencies as required for approval of the Project Initiation documents and Environmental Documents. It is anticipated that CONSULTANT will need to coordinate with additional City Departments including Community Development, Economic Development, and Parks and Recreation. CONSULTANT will also coordinate with the Regional Water Quality Control Board on storm water requirements.

Task 1.5: Reporting and Invoicing

CONSULTANT will submit monthly progress reports outlining all activities for which expenses are submitted. All activities will be itemized by task and will be consistent with the agreed upon Scope of Services. Progress Reports will include the following:

- Status of work completed to date
- Expense allocation by task
- Work anticipated to be completed in the next reporting period
- Challenges identified during the reporting period
- Estimated percentage of plan completion at 35%, 65%, 90%, and 100% interims

CONSULTANT will submit invoices monthly on the 15th of each month. Invoices will include expenses for the preceding month. Invoices received on-time will be payable by the City 30 days from the invoice date. Incomplete or inaccurate invoices will be returned to CONSULTANT unapproved for correction. Invoices will include:

- Names of CONSULTANT personnel performing work
- Dates and times of Project work
- Itemized costs by task, including identification of each employee or subconsultant staff that provided services during the period of the invoice, number of hours and hourly rates for each employee or subconsultant staff member, authorized travel expenses with receipts, authorized materials or supplies receipts, and subconsultant invoices.

Task 1.6: QA/QC

CONSULTANT will ensure project quality at each level of design by incorporating our standard Quality Assurance/Quality Control Plan. This includes developing a Project Binder and conducting peer reviews of in-house and subconsultant work, as well as performing an independent bridge design check. In-house construction management staff will perform biddability and constructability reviews at the 65% design level to identify potential issues prior to development of the Final PS&E.

Task 1.7: Funding and Local Programs Compliance

CONSULTANT will assist the City in identifying and preparing funding documents by providing technical data, draft funding forms, narrative justifications, and other information needed to update the existing project funding documents and secure additional funding for construction.

Deliverables:

- Meeting Agendas
- Meeting Minutes
- Project Progress Reports
- Project Schedule Updates
- Project Invoices
- Funding Documents

Task 2: Project and Surveying, Mapping and Control, and Initial Right of Way

As a subconsultant to CONSULTANT, UNICO will perform topographic and photogrammetric surveys necessary for the project design. All surveying and mapping shall be in compliance with City of Rancho Cordova standards or with Caltrans standards when not otherwise specified by the City.

Land Surveying will include mapping research, horizontal and vertical control, boundary and right of way surveying, a drafted base map of the boundary and right of way, along with topographic surveying and mapping. Close coordination with the City of Rancho Cordova and Caltrans will be necessary with regards to horizontal and vertical control values to be used for the project to ensure consistency with current and future projects in the vicinity. UNICO will utilize GPS and conventional survey methods to perform our work. UNICO will coordinate closely with Caltrans, Sacramento County and the City of Rancho Cordova to attain the necessary mapping, documentation, specifications, traffic control and permitting required for this project.

Task 2.1: Surveying

UNICO will coordinate with the City of Rancho Cordova and Caltrans to determine the approved project control for the project. UNICO will facilitate the delivery of an overall photogrammetric aerial map and orthophotography to be used as the background for base mapping. UNICO will set and locate aerial control panels at locations and frequency adequate to meet Caltrans and National Mapping Accuracy Standards of 1" = 40' scale mapping, with 1' contour intervals based on the approved mapping limits. Aerial based topographic mapping will show all visible surface features, contours, DTM ground surface and spot elevations within the mapping limits utilizing the current Caltrans mapping standards. Color photo background imagery will be prepared along the project limits utilizing the aerial photography. The imagery will be adjusted using ortho-correction within the mapping limits, and simple rectification within the ground control limits.

UNICO will perform detailed design level (non-aerial) topographic survey and base mapping. This will include, but is not limited to connecting roadway surveys, conforms, drainage, utilities, manholes, valves, vaults, lids, trees and structures within public and private properties that are critical to design. UNICO will also locate drainage features such as culverts, structures, ditches and other relative items as necessary. Measurements to relevant sewer and storm drain structures will be performed to provide depth, flow and direction. UNICO will perform base mapping of topographic information to include planimetrics, 1' contours and digital 3D surface. UNICO will set durable control points along the project limits and just beyond for utilization of future surveys and construction control. All supplemental ground topography will be utilized and combined into the aerial base survey. One resolved Ground Surface Model will be created by combination of aerial and ground surveys.

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

UNICO will work with the design team to identify key underground and overhead utilities from record drawings and field evidence. Items to locate and map include lights, poles, signals, gas lines, fiber lines, electrical, petroleum, communication, water and other utilities discovered during research. UNICO will provide pot-holing support and will perform measurements of pot-holed utilities to provide location and elevation.

UNICO will request from Caltrans current Right of Way Maps and Monument Maps along the project corridor. Field surveys will be performed to establish project control and to resolve and map the Caltrans right of way along the project corridor. UNICO will attain the necessary mapping and documentation from Sacramento County to survey and map all adjoining properties within the project limits. Field surveys will be performed to locate monuments, pins and other boundary markers necessary to resolve and map adjoining parcels. An overall (LANDNET) base map will be prepared as the basis of the right of way and parcel boundaries that will include minimally, right of ways, easements, railroad and control systems and adjacent property ownership details. This base map will be prepared with sufficient detail and accuracy to be applicable to the development of plats and legal descriptions during later phases of the project. UNICO will purchase ten (10) title reports to best resolve properties affected by the project.

Deliverables:

- Right of Way and Boundary Base Map
- Aerial Base File, DTM File, Resolved Ground Surface Model, Image Files
- Topographic Base Map, Existing Ground Surface Model, Points Files

Task 2.2: Right of Way Support

Plats and Legal Descriptions

UNICO will provide right of way support as necessary. This will include preparing plats and legal descriptions for properties requiring additional right of way and easements, including Temporary Construction Easements (TCE) along the project corridor. The exact number will be determined upon design and project needs. For this proposal, UNICO will assume the preparation of fourteen (14) plats and legal descriptions will be necessary. All documents will be prepared according to City of Rancho Cordova standards and requirements. All plats and legal descriptions will clearly identify the area and amount of right of way, easements or TCE acquisition required. UNICO will prepare preliminary PDF plats and legal descriptions for agency review and address all necessary comments. Upon approval, UNICO will prepare signed and stamped PDF copies.

Deliverables:

- PDF of Plats and Legal Descriptions

Task 3.0: Utility Coordination

CONSULTANT will provide utility coordination by contacting Sacramento Municipal Utility District, Pacific Gas & Electric Company, telecommunication, and other utility companies and agencies that may have existing utilities at the project site to discuss potential utility relocations needed for this project.

Task 3.1: Utility Impact Exhibit

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

CONSULTANT will prepare an exhibit identifying all known utilities and potential conflicts with proposed improvements. The exhibit will be based on as-built plans, utility maps, field observation and topographic surveys of above ground facilities.

Task 3.2: Utility Letters

CONSULTANT will prepare the utility verification letters, conflict resolution letters, liability determination letters, and notice to owner letters for the City's signature and submission to the utility companies and agencies. The letters will contain exhibits that will identify potential conflicts and determine clearance and relocation requirements.

Task 3.3: Prepare Documents for Caltrans Utility Relocation Procedure

CONSULTANT will follow Caltrans LAPM Chapter 14 guidelines to provide supporting documents to the City in submitting Exhibit 14 A-F. The LAPM Chapter 14 supporting documents include:

- Color-coded plan showing existing and proposed right of way lines and existing and proposed utility facilities
- Utility Agreement per LAPM Exhibit 14-B
- Reports of Investigation (ROI) prepared for each effected utility requiring modification submitted to the City and Caltrans prior to requesting the utility to relocate
- A conflict map identifying effected utilities
- Relocation plan prepared by the project engineer or Utility
- Itemized estimate of City relocation costs

Per LAPM Chapter 14 requirements, the ROI will be submitted to Caltrans for approval prior to sending the right of way certification.

Deliverables:

- Utility verification letters
- Conflict resolution letters with conflict exhibits
- Liability determination letters
- Report of Investigation (ROI)
- Notice to Owners (NTO)
- Utility Agreements (UA)

Task 4.0: Geotechnical Services

As a subconsultant to CONSULTANT, PARIKH will obtain the geotechnical information necessary for the design of the project.

Task 4.1: Field Investigation and Laboratory Testing Program

- Permits/USA Clearances: PARIKH will comply with the Caltrans, County and City Permit requirements. It is assumed that the Caltrans and City encroachment permits will be provided by the team. Once the boring locations are marked, PARIKH will contact the Underground Service Alert (USA) for utility clearance.
- Field Exploration: No borings are planned for the mainline POC since the LOTB are recent. For the undercrossing, one boring will be drilled at each undercrossing (total 4 borings) to approximate depths of 60 to 70 feet (or to drill rig refusal). Boring locations are tentatively

planned in the open areas at the undercrossing. Please note that the undercrossing configuration is not known at this time. The exploration program may have to be revisited when the preliminary design becomes available.

- These explorations will provide an evaluation of subsurface conditions for the proposed undercrossing. The boring locations will depend upon the available access and utility conflict. We assume a track-mounted drill rig can be used for our work. Based on the site conditions, it is assumed that traffic control is not necessary to drill the borings.
- PARIKH's field engineer will classify and continuously log subsurface soil conditions encountered in the test boring during drilling. "Relatively undisturbed" and bulk samples will be collected from test borings. The borings will be drilled and capped in accordance with the permit requirements.
- Laboratory Testing: Laboratory tests will be performed on selected soil samples, such as moisture, density, unconfined compression, gradation analyses, corrosion tests, and Plasticity Index tests, as necessary.

Task 4.2: Engineering Analysis

- Research and Data Collection: PARIKH will review the readily available geologic and soil literature in the vicinity of the site, including a review of the as-built drawings and LOTB. Based on the available as-built LOTB data at the intersection, it is assumed that no field exploration is needed for the mainline POC. As-built LOTB data will be used for the foundation design of the POC.
- Soils Analysis/Evaluation: PARIKH's engineer will perform engineering analyses and develop design recommendations for the proposed POC and undercrossing design. The analyses will include axial, lateral capacity, lateral earth pressure, bearing capacity, liquefaction potential and slope stability. Seismic design criteria will be developed based on Caltrans ARS Online webtool.

Task 4.3: Geotechnical Design and Materials Report (GDMR)

PARIKH will prepare a Geotechnical Report for the roadway pavement design and approach embankments. Detail scope for this task is as follows:

- Research and Data Collection: PARIKH will review the readily available geologic and soil literature in the vicinity of the site, including a review of the as-built drawings and LOTB.
- Permits/USA Clearances: PARIKH will comply with the Caltrans and City Permit requirements. It is assumed that the Caltrans encroachment permit will be provided by the team. It is expected to collect R-value samples in the dirt area between Olson Drive and White Rock Road along the proposed trail. R-value samples will be collected in the parking area, located west of Zinfandel Drive, along the proposed trail alignment between Olson Drive and RT light rail station. It is assumed that City will get the permission to collect samples in the parking lot. Therefore, it is assumed that traffic control will not be required for the R-value borings. Once the boring locations are marked, PARIKH will contact USA for utility clearance.
- Field Exploration: We plan to drill up to 5-6 short borings along the project limit, to the depth of 5 feet, to collect bulk samples for R-value tests.
 - The boring locations will depend upon the available access and utility conflict. We assume a truck-mounted drill rig can be used for our work.
- Laboratory Testing: Laboratory tests will be performed on selected soil samples, such as moisture, Plasticity Index tests, and R-value tests, as necessary.
- Soils Analysis/Evaluation: PARIKH will calculate the pavement sections based on the R-value determined from our exploration and the traffic index (TI) provided by the design team.

Embankment settlement should not be a design issue but will be verified based on the as-built LOTB boring data and the final project configuration.

- Draft Geotechnical Design and Materials Report: The preliminary recommendations for embankments and pavement design will be presented in the draft GDMR. The recommended slopes, groundwater conditions, corrosion evaluations will also be discussed. Log of Test Borings (LOTB) will not be prepared, instead the data will be tabulated. General plans or layout plans will be used as a base map to present the boring locations.
- Final Geotechnical Design and Materials Report: The final GDMR will be prepared based on Caltrans comments and any design changes during the previous design phase. PARIKH will provide design review and consultation through final design.

Deliverables:

- Draft Geotechnical Design and Materials Report (PDF and 3 hard copies)
- Final Geotechnical Design and Materials Report (PDF and 5 hard copies)

Task 4.4: Foundation Report

Based on the RFQ, we understand that a pedestrian Overcrossing (POC) is planned over US 50. In addition, four undercrossing structures are planned at following locations:

- Gold Center Drive;
- US 50 Eastbound on-ramp;
- US 50 Westbound on-ramp; and
- US 50 Westbound off-ramp.

Parikh Consultants, Inc. (PARIKH) will prepare a separate foundation report, as required by Caltrans, for each of the 5 structures. It is also subject to design development whether the undercrossings will be bridges or box culverts. Following is a task breakdown for the proposed work.

- Draft Foundation Report: The preliminary recommendations for the structures will be presented in a Draft Foundation Reports. Log of Test Borings (LOTB) will be prepared according to Caltrans standards, and the general plans or layout plans will be used as a base map to present the boring locations. As stated above separate foundation reports will be prepared for each of the structures.
- Final Foundation Report: The final foundation reports will be prepared based on Caltrans comments on Draft Foundation Reports and any design changes during the previous design phase. PARIKH will provide design review and consultation through final design.

Deliverables:

- Log of Test Borings (PDF)
- Draft Foundation Report (PDF and 3 hard copies)
- Final Foundation Report (PDF and 5 hard copies)

Task 5.0: Public Outreach Program

Task 5.1: Stakeholder Database and Ongoing Communications

CONSULTANT will work with the City of Rancho Cordova and project team to develop and maintain a stakeholder database throughout the project's duration. This database will include: stakeholder name and contact information, as well as the preferred method of contact and potential key concerns and/or areas of interest in the project area. CONSULTANT will work with the City of Rancho Cordova and the

project team to further identify key stakeholders, which will include local businesses, major employers, active transportation groups, Sacramento Regional Transit, and public safety groups (police and fire).

Task 5.2: Outreach Meetings

CONSULTANT will plan, coordinate logistics, and prepare collateral materials for two (2) community workshops in an open house format. The workshops will present and gather input on design alternatives developed for the pedestrian overcrossing and pedestrian path. Community members will be provided with an opportunity to ask project team members questions and provide input on the materials presented.

CONSULTANT will record all comments and questions received at the workshop, and develop a summary that will include a meeting synopsis, comprehensive recap of feedback, and photographs.

Task 5.3: Communication Collateral

CONSULTANT, in coordination with the City of Rancho Cordova and project team, will develop collateral materials which may include hand-outs such as informational brochures, comment cards, and fact sheets. CONSULTANT will develop all materials using a template consistent with the project identity. All printed materials will also have an electronic version that can be distributed through social media and placed on the project webpage.

Task 5.4: Direct Mail Notification

CONSULTANT will design and develop three (3) direct mail postcard to residents, businesses, and property owners in the project area. The postcard will include project information and notice of upcoming outreach opportunities. CONSULTANT will develop the mailer utilizing a template consistent with the project brand, which can be easily updated, printed and/or distributed through electronic means, and placed on the project webpage.

Deliverables:

- Graphic exhibits for outreach meetings
- Postcard mailers
- Meeting summary with stakeholder comments for each public meeting

Task 6.0: Environmental Documentation

Since the project is federally funded and the funding will be administered by Caltrans, the project is subject to FHWA and Caltrans requirements. The DHA environmental team will follow the Caltrans Local Assistance Procedures Manual (LAPM) and Standard Environmental Reference (SER) guidelines.

It is anticipated that the NEPA environmental documentation will be a Categorical Exclusion (CE) supported by technical studies if no significant environmental impacts are determined to result from the proposed project. This scope assumes Caltrans will prepare the NEPA document (i.e., CE) based on the technical studies prepared by the DHA environmental team. If an adverse effect is identified, an Environmental Assessment (EA) may be required to satisfy NEPA.

The City will be the lead CEQA agency during the preparation of the CEQA environmental document. It is anticipated that the necessary environmental document will be an Initial Study/Mitigated Negative

Declaration (IS/MND). The DHA environmental team will prepare the environmental document based on the technical studies previously prepared for Caltrans and to meet all requirements under CEQA and local regulations.

Task 6.1: Environmental Project Management

This task includes project management by the DHA environmental team for an environmental schedule of up to one year from the Notice to Proceed. If the environmental schedule exceeds one year, the scope and budget may need to be modified accordingly.

The DHA Environmental Project Manager will attend a project initiation meeting to discuss the project description, schedule, issues, and impacts of the project. The DHA Environmental Project Manager will attend up to four meetings during the course of the one-year environmental schedule. In addition, the DHA Environmental Project Manager will attend monthly conference calls during the project, as scheduled.

Task 6.2: Preliminary Environmental Analysis Report (PEAR)

DHA will review existing studies, consult databases, conduct field surveys of the area within the project limits and consult map resources to gather the necessary information to assess potential impacts for the PEAR. DHA will prepare documentation generally consistent with the PEAR guidance. DHA proposes to prepare a Mini-PEAR for the project. A draft and final Mini-PEAR will document the results of the environmental studies as described in the subtasks below.

The Mini-PEAR will provide the City of Rancho Cordova with sufficient information to make an informed decision regarding the issues to be addressed in the CEQA/NEPA documentation and for preparation of the best-estimate work plan and schedule associated with the CEQA/NEPA documentation. If more detail is required, DHA will revisit the Mini-PEAR scope and budget.

The draft Mini-PEAR will be submitted to the City for review and returned for comments. Once comments have been received and changes have been incorporated, DHA will prepare a final Mini-PEAR.

Task 6.3: Purpose and Need and Project Description

The City is the lead agency under CEQA for all discretionary actions related to the proposed Zinfandel Pedestrian Overcrossing Project. Caltrans has project oversight linked to the project funding with federal monies. The DHA environmental team will prepare a purpose and need statement that addresses the discretionary actions for both lead agencies. The purpose and need will provide the basis for the appropriate regulatory and guidance documentation for compliance with both NEPA and CEQA. In coordination with the City, the DHA environmental team will also draft a project description that complies with the Type Selection Report and will be used in the following technical studies and the CEQA clearance documentation.

Task 6.4: Technical Studies

Based on the existing studies and research, the resource areas discussed in the tasks below will require additional research and preparation of technical studies. The DHA team assumes that the final scope of appropriate NEPA clearance documents and technical studies will be confirmed with Caltrans District 3 staff during review of the Mini-PEAR and a field review at the project site.

Task 6.4.1: Hazardous Waste Initial Site Assessment (ISA)

The DHA environmental team will conduct a Phase 1 ISA in accordance with Caltrans' procedures. The ISA will contain a description of the work performed, any deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations.

Task 6.4.2: Biological Resources

Biological sensitivity on the site is low. Biological resources potentially occurring on the project site are likely limited to swallows or other nesting birds. As such, the DHA team will prepare a Biological Technical Memorandum to document biological resources for the project area. The DHA team will conduct a focused presence/absence survey to evaluate the presence of biological resources present in the project area, and to determine potential effects to those resources.

Prior to conducting this survey, the DHA team will query the CNDDDB, United States Fish and Wildlife Service (USFWS), CNPS Online Databases and any other literature and database resources pertaining to biological resources in the project area. The results of the biological surveys will be documented in the memorandum and will include an assessment of project impacts on the biological resources present. Avoidance and minimization measures will be included where appropriate. The memorandum will include a discussion of project compliance with federal laws, acts, and Executive Orders (EOs).

Task 6.4.3: Noise

A qualitative analysis of potential noise impacts on noise sensitive receptors will be conducted based on Federal, State and local regulatory requirements. Due to the close proximity to the residents, a vibration analysis may be required to address construction related noise impacts such as heavy equipment and pile driving. Noise studies shall be formatted in accordance with the template in the Caltrans SER, Volume 1, Chapter 12.

Task 6.4.4: Visual Impact Assessment (minor level)

The DHA team will complete a visual Impacts Assessment Guide/Questionnaire to help determine if the project has the potential to impact visual resources. It is anticipated that a Minor Level Visual Impacts Assessment will be required. The DHA environmental team will follow methodology and protocol developed by FHWA and adopted by Caltrans and will include a discussion of the methodology, terms, and thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan and state scenic highway guidelines); a description of the regional visual character and area-specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts); a characterization of viewer groups and their responses to changes in views; an impact analysis which will focus on changes in key views, overall visual character, nighttime light, and daytime glare; and recommendations and mitigation measures to lessen potential project impacts.

Task 6.4.5: Community Impacts

The DHA environmental team will review the impacts to neighboring residents and businesses and will prepare a memorandum to address temporary impacts as a result of construction activities and construction of the bridge. The memorandum will also address the proposed construction staging areas and maintenance access.

Task 6.4.6: Area of Potential Effect (APE) Map

Base maps and plans, depicting the area proposed for impacts (e.g., construction, staging, and construction access areas) will be assembled and a draft APE will be created by the DHA environmental team for the project area. The map will be plotted on an aerial photograph at a scale of approximately 1"=100' or 1"=200', with a bar scale. The map will depict the existing and proposed right of way and clearly labeled roads, and the APE for both archaeological and historic resources. The APE map will have a signature and date block for "Principal Investigator – Prehistoric Archaeologist" and "Caltrans Local Assistance Engineer". The APE map will be submitted to FHWA/Caltrans for approval and adoption.

Task 6.4.7: Historic Property Survey Report (HPSR)/Archaeological Survey Report (ASR)

Using the approved APE map for the project, the DHA environmental team will conduct cultural resource studies that are needed for the City and Caltrans to address requirements of NEPA, CEQA, and Section 106 of the National Historic Preservation Act as guided through the Caltrans 2014 First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (Section 106 PA).

It is unknown if archaeological cultural resources are within the project area. The potential to encounter buried intact archaeological deposits is low due to ground disturbances from construction of adjacent facilities.

- A complete records search and literature review.
- Archival research with local repositories, agencies, and historical societies, in accordance with the requirements of the HPSR.
- An archaeological field survey of the approved APE using National Park Service (1983) and State Historic Preservation Office (1995) protocol.
- A cultural resources field survey to identify and document resources present within the project area.
- The DHA team will coordinate early with Caltrans professionally qualified staff regarding any identified resources that appear exemptible per the Section 106 PA.

The DHA environmental team will prepare a narrative HPSR with an ASR attachment that meets the requirements of the Caltrans Environmental Handbook.

Task 6.5: Preparation of Initial Study and Mitigated Negative Declaration

The DHA environmental team anticipates the necessary environmental clearance document will include preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and Categorical Exclusion (CE) under NEPA, with Caltrans preparing the CE once all technical studies and CEQA document are finalized.

Task 6.5.1: Prepare Administrative Draft IS/MND

The DHA environmental team will prepare an Initial Study (IS) for the project. It is the goal of the IS to support adoption of a Mitigated Negative Declaration (MND) by the City. The Administrative Draft IS/MND will address both construction and long-term operations. Using the templates from the Caltrans

SER as a base, the DHA team will work with the City to prepare the appropriately formatted IS/MND according to City requirements and guidance.

The DHA environmental team will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual and cumulative), and measures to mitigate such effects. The DHA environmental team will use the technical studies discussed above, which identify potential environmental issues, to support the conclusions of the IS/MND. The IS/MND will evaluate the project, including one (1) build alternative, which will consider up to two 92) alignment options, and the no build alternative. The IS/MND will provide a detailed analysis describing potential environmental impacts and mitigation recommendations for the proposed project following Caltrans' requirements and guidance.

The DHA environmental team will conduct a thorough quality control review of each IS/MND submittal prior to its submittal to the City. The IS/MND will be reviewed for compliance with state CEQA guidelines and requirements. The DHA environmental team will review the document to make sure that the IS/MND is consistent with the guidelines related to CEQA and City regulations, and any other applicable guidelines, regulations, or laws. The DHA environmental team will prepare the Administrative Draft IS/MND and submit electronically to the City for review. The DHA environmental team will respond to one (1) round of City comments.

Should one or more impacts be identified as significant and unavoidable after mitigation, thus necessitating the preparation of an Environmental Impact Report (EIR) under CEQA, a separate scope of work and budget can be prepared for the City.

Task 6.5.2: Screencheck Draft IS/MND

Upon receipt of one (1) round of consolidated City review comments, the DHA environmental team will prepare a Screencheck Draft IS/MND for final approval before public circulation and review. The DHA environmental team will submit electronic copies (PDF and Word formats) of the Screencheck Draft IS/MND for review and approval. The DHA environmental team will respond to one (1) round of City comments.

Task 6.5.3: Public Distribution and Review

Up to 20 copies of the public review Draft IS/MND will be provided to the City for distribution. The DHA environmental team will work with the City to prepare a Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Availability for an Initial Study for publication in the newspaper of general circulation and/or for mailing to the City distribution list. This task assumes that the City will finalize and distribute this notice to announce the IS/MND public circulation. However, the DHA environmental team can assist in notice and distribution, if requested. The DHA environmental team will also prepare the required 15 hard copies or electronic files for the State Clearinghouse and will hand deliver them to the State Clearinghouse before noon on the start day of public circulation.

Task 6.5.4: Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program

At the conclusion of the 30-day public comment period, the DHA environmental team will meet with the project development team to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document. After the City has reviewed the Draft-Final IS/MND and Draft MMRP, the DHA

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

environmental team will incorporate the necessary revisions into the document and submit the Final IS/MND and MMRP. Because of the uncertainty of the number of comments that will be received, our budget assumes the receipt of approximately four (4) comment letters with an average of four (4) comments per letter, which would result in 40 total staff hours. IF there are comments in excess of this amount, the DHA environmental team may request a modification to the budget and schedule.

The DHA environmental team will prepare the Draft Notice of Determination (NOD) for the City to review and comment. The DHA environmental team will revise as appropriate and return the Draft NPD to the City to file within 5 days of approval of the IS/MND (pursuant to state CEQA guidelines). In it assumed that the City will file the State Clearinghouse or the County Clerk's office and will pay the CDFW CEQA Document Filing Fee (Which is \$2, 354.75) as of January 1, 2019).

Deliverables:

- Draft/Final Project Description, Purpose and Need
- Draft/Final Technical Studies
- Screencheck Draft IS/MND
- Pre-Public Review Draft IS/MND
- Public Circulation IS/MND
- Notice of Completion (NOC)
- Administrative Draft/Final IS/MND and MMRP
- Notice of Determination (NOD)
- Final IS/MND and MMRP
- One (1) master CD of PDF and Word files of the Final IS/MND, MMRP, figures and references

Task 7.0: Project Initiation Documents (PID)

Task 7.1 Engineering Support for PID

CONSULTANT will perform initiation engineering analysis to develop alternatives. The effort will focus on identifying the project factors that must be studied or resolved during the PA&ED phase of the project. The perimeter of the study area must be defined as well as identifying major work elements of the alternatives.

Task 7.2 Project Study Report - Project Development Support (PSR-PDS)

CONSULTANT will complete a PSR-PDS level document for up to three (3) alternatives including a no-build alternative and obtain approval from the City and Caltrans. The opinion of probable range of construction cost will be provided. The appropriate exhibits and attachments will also be prepared and included in the submittals. The PSR-PDS will follow the guidelines in the Caltrans Project Development Procedures Manual, APPENDIX S – Preparation Guidelines for Project Study Report-Project Development Support Project Initiation Document.

The administrative draft PSR-PDS will be submitted to the City and Caltrans for review. Resolved administrative draft review comments will be incorporated into a draft PSR-PDS. Resolved draft review comments will be incorporated into a draft final PSR-PDS and re-submitted to the CITY and Caltrans for review. Minor draft final review comments will be incorporated and re-submitted. CONSULTANT will attend up to two meetings/teleconferences. This scope includes up to three (3) rounds of review and comments prior to final PSR-PDS approval.

The following documents are to be completed and submitted as attachment to the PSR-PDS:

- Location Map
- Conceptual Plans
- Conceptual Project Cost Estimate
- Right of Way Conceptual Cost Estimate Component
- Preliminary Environmental Analysis Report (PEAR)
- Transportation Management Plan (TMP) Data Sheet
- Storm Water Data Report (SWDR)
- Risk Register
- Quality Management Plan (QMP)
- Memorandum of Traffic Analysis Approach and Methodology
- Transportation Planning Scoping Information Sheet (TPSIS)

Deliverables:

- Administrative Draft PSR-PDS – Fifteen (15) hard copies
- Draft PSR-PDS - Fifteen (15) hard copies
- Draft Final PSR-PDS – Fifteen (15) hard copies
- Final PSR-PDS - Five (5) hard copies
- Submittals will include PDF
- Response to Comments

Task 8.0: Project Report (PR)

Task 8.1 Engineering Support for PR

Task 8.1.1 Geometric Approval Drawings (GADs)

CONSULTANT will prepare conceptual plans for up to three (3) alternatives including a no-build alternative. CONSULTANT will obtain design approval from the CITY and Caltrans and will produce geometric approval drawings (GADs) and a preliminary opinion of probable construction cost for each of the three alternatives studied. The GADs will be prepared in English units and will follow CITY, County and Caltrans standards, utilizing each agency's standards. After approval, the GADs will serve as the preliminary typical sections, layouts and profiles. The preliminary design will address horizontal and vertical alignment, retaining wall features, ADA compliance, limits of cut and fill, right of way limits (existing and proposed), utilities, proposed drainage and lighting.

GAD submittal will include the following:

- Typical Cross Sections
- Horizontal Alignment (Strip form or sheets)
- Profiles (Strip form or sheets)
- Submittals will include PDF

Deliverables:

- Draft and Final Geometric Approval Drawings – Five (5) hard copies
- Submittal will include PDF

Task 8.1.2 Structure Advance Planning Studies (APS)

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

The scope and opinion of probable construction costs for structural work of the preferred alternative will be documented in Advanced Planning Studies (APS). APS will be prepared in accordance with Caltrans Memo to Designers. Design memos will be prepared to document unique features of the structure, key assumptions, specific project requirements, and a preliminary assessment of construction constraints. It is anticipated that APS and design memos will be prepared for the following structures:

- Pedestrian Overcrossing - CONSULTANT will prepare an APS for the pedestrian overcrossing at Highway 50.
- Approach MSE Walls - CONSULTANT will prepare an APS for the pedestrian overcrossing approach embankment MSE walls.
- Undercrossings - CONSULTANT will prepare an APS for the three undercrossings at Gold Center Drive, westbound Highway 50 on-ramps and westbound Highway 50 off-ramps. An additional APS will be prepared for the undercrossing at eastbound Highway 50 on-ramps if it is determined as a feasible alternative.

Deliverables:

- Draft and Final Advanced Planning Studies – Five (5) hard copies
- Design Memos – Five (5) hard copies and PDF
- Preliminary Opinion of Probable Construction Cost– Five (5) hard copies

Task 8.1.3 Traffic Analysis

Task 8.1.3.1 Data Collection and Existing Conditions Analysis

Consultant will collect weekday AM (7:00 – 9:00 AM) and PM (4:00 – 6:00 PM) peak period turning movement counts (autos, trucks, pedestrians, and bicycles) on a Tuesday, Wednesday, and Thursday (three consecutive days) at the following five (5) study locations:

- Zinfandel Drive @ Folsom Boulevard
- Zinfandel Drive @ Olson Drive
- Zinfandel Drive @ US-50 Westbound Off-Ramp
- Zinfandel Drive @ US-50 Eastbound Off-Ramp/Gold Center Drive
- Zinfandel Drive @ White Rock Road

Data Collection: Consultant will conduct site reconnaissance of the project location and surrounding roadway network to observe existing intersection control, lane configurations, traffic signal timings, and other roadway characteristics. Peak-hour traffic operations and vehicle queue lengths will also be observed to assist in calibrating/validating the traffic operations models.

Existing Intersection Analysis: Consultant will evaluate the five (5) existing study intersections under typical weekday, AM and PM peak-hour conditions using the Caltrans District 3 approved version of the Synchro/SimTraffic software (assumed to be Version 9 or later). The Synchro models will be converted to micro-simulation (SimTraffic) with appropriate variable modifications to mimic observed existing operations and to determine existing intersection delay, level of service, and 95th percentile queues. The traffic simulation analysis will model the effects of vehicle queues on intersection capacity more accurately than the macroscopic equations provided by the Highway Capacity Manual (HCM). Peak hour delay and level of service will be calculated for each intersection consistent with HCM 2010 analysis procedures. The traffic simulation results will be based on a statistically valid set of multiple runs using

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT
random value seeds according to Caltrans' Guidelines for Applying Traffic Microsimulation Modeling Software.

Collision Analysis: Consultant will prepare a collision summary for the Zinfandel Drive corridor between Folsom Boulevard and White Rock Road based on readily available data to be provided by the City of Rancho Cordova and Caltrans for the most recent available five-year period (three-year period if five-year period is not available).

Existing Conditions Analysis Memorandum: A technical memorandum presenting data collected, the existing traffic operations and the collision summary will be prepared and submitted for review and approval. We will respond to one set of consolidated, non-conflicting comments and will provide a Final Existing Conditions Analysis Memorandum.

Deliverables:

- Summary Memorandum of Existing Traffic Count Data
- Intersection Level of Service Calculation Worksheets
- Collision Review Discussion (Provided in Traffic Operations and Analysis Report)
- Memorandum of Existing Conditions (Draft and Final)

Task 8.1.3.2 Future Conditions Analysis

Develop Traffic Forecasts: A limited review of several travel demand models (TDMs) will be completed for the purpose of selecting a TDM to serve as the basis of analysis for this study. Travel demand models selected for this review include: SACOG's 2016 version of the SACSIM model (SACOG's current official release), the Capital SouthEast Connector's "D2 Project" model, and the City of Rancho Cordova's preferred TDM. This review is anticipated to include an assessment of the following:

- Household and employment projections within eastern Sacramento County
- Roadway network features
- Future traffic estimates

It should be noted that the planning horizon for these models is understood to be different, specifically:

- The current version of the SACSIM model has a planning horizon of 2036 (corresponds to the current 2016 MTP). The model prepared for the Capital SouthEast Connector D2 Project (based on the 2016 version of the SACSIM Model) also has a planning horizon of 2036.

The Consultant-selected TDM will be used to determine future Design Year 2040 and Construction Year 2020 AM peak-hour, PM peak-hour, and Average Daily Traffic (ADT) forecasts for the study locations.

Prior to developing future year forecasts, a focused base year model validation exercise will be undertaken in the study area. Under this task the existing land use and roadway network within the study area in the base year model will be reviewed for accuracy and modified as necessary to best reflect current conditions. The base year model will then be used to generate model volumes to be compared against the traffic counts collected in Task 8.3.1.1 to observe that the model satisfies Caltrans' validation criteria within the study area.

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

Modifications (e.g., land use and network) made to the base year model will be carried forward to the future year time periods. The selected TDM will be used to develop opening and design year peak hour and daily forecasts for No Build and up to two (2) Project Alternatives at the study locations. Future land use and roadway network assumptions for the study area will be consistent with the City of Rancho Cordova General Plan and the SACOG 2016 MTP/SCS (as appropriate). The assumptions inherent to the project's travel demand modeling will be developed in consultation with the project team. In addition to traffic forecasts, the selected TDM will be used to determine the regional implications of the project alternatives by examining additional measures of effectiveness (MOEs) such as vehicle miles of travel (VMT) and vehicle hours of delay (VHD) with and without the Project.

Traffic Forecasting Fact Sheet: Consultant will submit a technical memorandum Fact Sheet summarizing the traffic forecasts and model refinements for review by the project team and Caltrans District 3. We will respond to one set of consolidated, non-conflicting comments and prepare a Final Traffic Forecasting Memorandum. Once approved, Consultant will proceed with the technical evaluation of the project.

Opening Year and Design Year Intersection and Freeway Operations Analysis: The traffic forecasts developed in Task 3.1 and summarized in Task 3.2, will also be used to update the existing Synchro/SimTraffic traffic analysis models (AM and PM peak-hours) for up to two (2) project alternatives in addition to No Project conditions for Construction Year 2020 and Design Year 2040 AM and PM Peak-Hour Conditions. Delay, LOS, and 95th percentile queues will be presented for each study location.

The traffic forecasts developed in Task 3.1 will be used to evaluate the study facilities (AM and PM peak-hours) for up to two (2) project alternatives plus No Project conditions. The same locations evaluated under existing conditions will be evaluated under opening and design year conditions.

Deliverables:

- Traffic Forecasting Model (to be used for the Traffic Operations Analysis Report. Model can be provided to Caltrans if requested).
- Technical Memorandum Fact Sheet of Traffic Forecasts
- Opening Year and Design Year Traffic Operations Analysis (Included in Traffic Operations Analysis Report (Task 4))

Task 8.1.3.3: Traffic Operations Analysis Report (TOAR)

Consultant will prepare the Traffic Operations Analysis Report (TOAR) summarizing the results and findings. We will submit an Administrative Draft TOAR to the project team and the City of Rancho Cordova for one round of review and written comments. Consultant has budgeted up to eight (8) hours to respond to written comments and prepare the Draft TOAR for submittal to Caltrans. After we address the first round of comments, we will prepare the Draft TOAR to submit to Caltrans for one round of review and written comments. Consultant has budgeted up to 16 hours to respond to Caltrans comments and prepare the Final Traffic Operations Report. We will submit the Final TOAR in both hard copy and electronic format.

Deliverables:

-
- Traffic Operations Analysis Report (TOAR) (Administrative Draft, Draft, and Final)

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

[Task 8.1.4 Storm Water Data Report \(SWDR\)](#)

CONSULTANT will prepare a Storm Water Data Report (SWDR). The SWDR will be prepared to meet the latest Caltrans format and requirements. The SWDR will be included in the project report.

Deliverables:

- Draft SWDR – Two (2) hard copies
- 2nd Draft SWDR – Two (2) hard copies
- Final SWDR – Two (2) hard copies
- Submittal will include Word and PDF

[Task 8.1.5 Fact Sheet for Exceptions to Design Standards](#)

The CONSULTANT will evaluate the preferred alternative for non-standard features that are identified in the Design Information Bulletin (DIB) 78. The DIB 78 will be used in conjunction with the Caltrans Highway Design Manual. Design exceptions will be identified for each alternative in the Draft Project Report.

Once the Draft Project Report has been reviewed and a preferred alignment determined, the CONSULTANT will prepare Design Standard Decision Documents for identified non-standard features and will submit to Caltrans for review and approval.

The Design Standard Decision Documents will be prepared in accordance with Chapter 21 of the Project Development Procedures Manual, “Design Standard Decisions”. The signed Design Standard Decision Documents will become an attachment to the Final Project Report.

Deliverables:

- Draft Design Standard Decision Documents – Two (2) hard copies
- Final Design Standard Decision Documents – Five (5) hard copies
- Submittal will include PDF

[Task 8.1.6 Conceptual Landscape Plans](#)

If required, CONSULTANT will prepare conceptual landscape plans and an opinion of probable cost. CONSULTANT will add a subconsultants as recommended by the CITY to perform this work.

Deliverables:

- Conceptual Landscape Plans and Opinion of Probable Construction Cost – Two (2) hard copies
- Submittal will include PDF

[Task 8.1.7 Transportation Management Plan \(TMP\)](#)

Provide a transportation management plan for traffic handling and public awareness during construction phases. The Traffic Management Plan Checklists will be developed for each alternative.

Deliverables:

- Draft and Final Traffic Management Plan and Checklist – Three (3) hard copies Submittals will include PDF

[Task 8.1.8 Structural Design and Aesthetics Evaluation Study](#)

CONSULTANT will prepare a brief structural design and aesthetics evaluation study which will include aesthetic alternatives for the proposed pedestrian overcrossing. This study is intended to provide

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

information to get potential public feedback and to receive direction from the City. Color schematics (minimum size 24" x 36") of design options, as well as electronic files of images and documents suitable for presentation will be prepared for presentations. Input gathered from outreach meetings may contribute to the proposed concept design. The study will be accompanied with approximate construction costs, color schematics, and a brief description of the bridge type and applied or applicable aesthetic appearance.

Task 8.2 Project Report (PR)

Task 8.2.1 Draft Project Report

CONSULTANT will prepare the Draft Project Report after completion of the environmental studies. The Draft Project Report will be developed following the guidelines in the Caltrans Project Development Procedures Manual, Appendix K, Project Report. The Draft Project Report will summarize the studies of the need, alternatives, opinion of probable construction costs, and overall impacts of the project. Project Reports are required for projects affecting State highways, regardless of who is paying for, developing, or constructing the project.

Deliverables:

- Administrative Draft PR – Five (5) hard copies
- Draft Project Report – Twenty (20) hard copies
- 2nd Draft Project Report – Twenty-five (25) hard copies
- Submittals will include PDF
- Response to comments

Task 8.2.2 Final Project Report

A Project Report (PR) will be prepared in accordance with the Caltrans Project Development Procedures Manual - Appendix K, Preparation Guidelines for Project Reports. The Project Report will include the following:

Deliverables:

- Cover sheet with vicinity map
- Signature sheet
- Recommendation
- Background
- Purpose and Need
- Traffic
- Discussion and analysis of proposed alternatives
- Hazardous Waste, Resource Conversation, Right of Way Issues, etc.
- Environmental determination and environmental issues (including hazardous Materials)
- Transportation Management Plan
- Other Considerations as appropriate
- Funding and scheduling
- Agreements required (Cooperative, Maintenance, Freeway)

Task 9.0: Plans, Specifications, and Estimates

Task 9.1: Preliminary Plans (35% P&E)

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

Following the approval of the Project Report, CONSULTANT will proceed with preparing the 35% pedestrian path and bridge plans.

CONSULTANT will prepare 35% plans at 1" = 40' scale and additional details as required at a scale of 1" = 10' conforming to City format requirements for the project. The plans will show the proposed project limits (footprint), including proposed path configuration, location of utilities, impacts to trees and other environmental considerations, impacts to properties, including driveway access and proposed temporary and permanent right of way limits. The preliminary plans will consist of:

- Title Sheet
- Preliminary Typical Sections
- Preliminary Trail Plan and Profile Sheet
- Preliminary Traffic Staging Plans
- Right of Way Constraints Exhibit
- Preliminary Bridge General Plan Sheet

These preliminary plans will provide enough data to convey a complete scope of the project. Plans will be prepared in accordance with the Caltrans Local Assistance Procedures Manual. A combined path and bridge preliminary estimate of probable costs will be developed.

Deliverables:

- Half size (11x17) 35% Preliminary Plans and Estimate of Probable Costs

Task 9.2: Bridge Type Selection Report

Using conclusions from the Structural Design and Aesthetics Evaluation Study and the approved alternative from the Project Report, CONSULTANT will perform a bridge type selection study to develop and evaluate up to two (2) options for the pedestrian overcrossing and undercrossings. General Plans (GP) will be prepared for each option. Type selection will include the following considerations:

- Geometrics (alignment, skew, number of lanes and shoulder width)
- Maintenance of traffic during construction
- Environmental constraints and permitting
- Material availability and delivery
- Superstructure type, materials and span layout
- Substructure type (abutments/piers)
- Foundation type
- Barrier/railing type
- Aesthetic treatments

Deliverables:

- Draft and Final Bridge Type Selection Report

Task 9.3: Final Design Engineering

Task 9.3.1: 65% Bridge Design

CONSULTANT will prepare structural design calculations on the preferred bridge alternative identified in the approved Bridge Type Selection Report. The design will be conducted in accordance with:

- Caltrans Bridge Design Manuals
- AASHTO LRFD Bridge Design Specifications 6th Edition with Caltrans Amendments
- Caltrans Seismic Design Criteria Version 1.7

A detailed description of CONSULTANT's bridge design subtasks is as follows:

Superstructure Design

The superstructure will be designed to meet LRFD requirements specified by Caltrans. Vertical loads for the pedestrian overcrossing will include pedestrian live loads, and anticipated maintenance vehicle live loads, as well as prescribed dead loads. The seismic design will adhere to the requirements specified in the Caltrans Seismic Design Criteria and Caltrans Memo to Designers Manual. The analysis of the bridge superstructure will utilize the CT Bridge computer program for live loads, used by Caltrans.

Substructure Design

The support reactions from the superstructure will be used to design the substructure components. The substructure system will incorporate structure movement, drainage, structure approach, and seismic requirements. It is assumed that the substructure will be cast-in-drilled hole foundations.

Seismic Design

After member sizes have been determined, CONSULTANT will evaluate the global seismic performance of the bridge based on guidance in the current Caltrans Seismic Design Criteria and Memo to Designers. Response spectrum analysis will be performed to evaluate structure displacement performance.

Task 9.3.2: 65% Bridge Plans

Concurrently with the design efforts, CONSULTANT will prepare and submit the 65% bridge plans. Plan sheets will be prepared in English units. Plans will be developed according to Caltrans requirements including guidance in Bridge Design Details and seismic detailing per the current Caltrans Seismic Design Criteria. CONSULTANT anticipates the following plan sheets will be required for this project:

- Pedestrian Overcrossing
 - Bridge General Plan (2 sheets)
 - Index to Plans and General Notes (1 sheet)
 - Deck Contours (1 sheet)
 - Foundation Plan (1 sheet)
 - Abutment Layout (2 sheets)
 - Abutment Details (4 sheets)
 - Bent Layout (1 sheet)
 - Bent Details (4 sheets)
 - Typical Section (1 sheet)
 - Girder Layout (2 sheets)
 - Girder Reinforcement (4 sheets)
 - Deck Drainage (4 sheets)
 - Aesthetic Details (8 sheets)
- Undercrossings (each location)
 - Bridge General Plan (1 sheet)
 - Deck Contours (1 sheet)
 - Foundation Plan (1 sheet)

- Abutment Layout (2 sheets)
- Abutment Details (3 sheets)
- Typical Section (1 sheet)
- Slab Details (2 sheets)
- MSE Walls
 - General Plans (4 sheets)
 - Index to Plans and General Notes (1 sheet)
 - Structure Plans (4 sheets)
 - MSE Details (5 sheets)
 - Aesthetic Details (3 sheets)

Task 9.3.3: 65% Roadway Design and Plans

CONSULTANT will prepare design plans that specify horizontal and vertical alignment data, pavement thickness, curb type, limits of cut and fill, fencing, slopes and construction details. The path design will also include drainage details, staging, signing and striping details. Landscape and irrigation details will be prepared incorporating features approved by the City.

Task 9.3.4: 65% Plans and Estimate Submittal

Concurrently with the design efforts, CONSULTANT will prepare and submit the 65% plans and updated construction cost estimate for City review and approval. Plan sheets will be prepared in English units. CONSULTANT intends to use AutoCAD Civil 3D using the City's standard sheet format. Plans will be at the required feet and inch scales. CONSULTANT will update the construction cost estimate developed during preliminary engineering to reflect changes that are identified during the 65% design process.

Task 9.3.5: Independent Bridge Design Check

With the 65% design plans, a comprehensive Quality Control Review of the plans and construction cost estimate will be performed by a senior staff member. In addition, an independent bridge design check will be conducted by an engineer not involved in the initial design of the project.

The independent check engineer will prepare an independent set of design calculations and quantity calculations. Upon completion of the Special Provisions, an independent check engineer will perform a thorough review of the bridge plans and Special Provisions for consistency between both documents.

Task 9.3.6 and 9.3.7: 95% Bridge and Roadway Design and Plans

Response to Review Comments

After the environmental documents have been approved and upon receipt of the review comments on the 65% submittal, revisions will be made to the plans in preparation for the 95% submittal package. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions. The project Special Provisions will also be finalized in Caltrans' standard format for inclusion in the Bid Documents by the City.

Prepare Quantities and Engineer's Estimate

Quantity take-off calculations and a marginal estimate will be prepared in accordance with Section 11 of Caltrans Bridge Design Aids Manual. This estimate will be based on quantity take-off calculations performed by two separate individuals. The unit cost data will be based on past relevant experience

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT
with similar projects, including any City of West Sacramento construction cost data, and the latest version of Contract Cost Data as prepared by Caltrans.

95% PS&E Submittal

A complete set of checked plans, specifications, and construction cost estimate will be submitted for final review and approval.

Deliverables:

- Half size (11x17) 95% Plans
- Construction Cost Estimate
- Final Bridge Foundation Report
- Response to 65% Review Comments

Task 9.3.8 Technical Special Provisions

DHA will use the most current version of the Standard Special Provisions available from Caltrans, (2015), and will edit the Standard Special Provisions to meet the requirements for this specific project. The special provisions document will be developed using Microsoft Word. DHA will incorporate the Structure Special Provisions in the County Boilerplate (to be provided by County).

Deliverables:

- Contract Special Provisions

Task 9.3.9 and Task 9.3.10: Final Bridge and Roadway Design and Plans

Design comments on the 95% PS&E will be incorporated into the Final PS&E, as appropriate. The final drawings, special provisions, and estimates will be prepared in accordance with the Local Assistance Procedures Manual and presented to City at the completion of the design phase of the project. All documents will be stamped and signed by a licensed civil or structural engineer registered in California.

CONSULTANT will prepare a Resident Engineer (RE) Pending File in accordance with Caltrans requirements identified in Office of Special Funded Projects Information and Procedures Guide, Section 4-9. As part of the RE Pending File, 1" = 4' deck contours (4-Scales) will be provided in accordance with Caltrans Bridge Memo to Designers. Earthwork cross sections will be developed in accordance with guidelines in Caltrans CADD User's Manual. Cross sections will be included with the RE Pending file.

Deliverables:

- Stamped and Signed Bridge Design and Quantity Calculations
- Stamped and Signed Bridge Independent Design and Quantity Check Calculations
- Stamped and Signed Final Foundation Report
- Stamped and Signed Final Plans
- Contract Special Provisions
- Construction Cost Estimate
- Response to 95% Review Comments
- RE Pending File
- 4-Scale Contour Plots
- Cross Sections

Task 10. Regulatory Agency Permits

Task 10.1: Construction General Permit

CONSULTANT will prepare a general construction permit. The general construction permit will provide sufficient and appropriate management requirements to protect the quality of receiving waters from discharges of storm water from the construction site.

Task 11: Right of Way

As a subconsultant to CONSULTANT, Interwest will provide the right of way acquisition and related real property services required for the successful completion of this project. We have completed our research and thoroughly evaluated the project to determine our specific approach. In addition, we have provided a breakdown of the right of way required for the project, along with the parcels potentially affected by the optional alternatives, provided by CONSULTANT, in the following table:

Parcel	Address	Owner	Property Type	Acquisition Type	Project Location
072-0330-001-0000	2800 Zinfandel Drive	Ethan Conrad	Retail Commercial Strip Mall	PE (optional)	Alternative 1
072-0210-050-0000	10792 Olson Drive	Virginia & Franklin Choy	Auto Service Center – Jiffy Lube	PE, TCE (optional)	Alternative 2
072-0330-016-000	2891 Zinfandel Drive	Choy	Fast Food Restaurant – Taco Bell	PE, TCE (optional)	Alternative 2
072-0330-007-0000	2896 Zinfandel Drive	Superior Gas & Convenience Store	Gas Station – ARCO	PE, TCE (optional)	Alternative 2
072-0210-047-0000	3001 Zinfandel Drive	Jarnail Singh & Manjit Kaur	Gas Station – Chevron	PE, TCE	North
072-0210-048-0000	10750 Olson Drive	Poulsen Land Company II	Restaurant – For Lease (prev. Hooters)	TCE	North
072-0610-090-0000	10744 Gold Center Drive	LSREF3 & AH Chicago LLC	Hotel – Hyatt Place Sacramento	TCE	South
072-0610-092-0000	10745 Gold Center Drive	Gold Center Hotel LLC	Hotel – Fairfield Inn & Suites by Marriott	TCE	South
072-0610-091-0000	10801 White Rock Road	Brooks Erickson & Amy Brager	Vacant Land	PE, TCE	South

Task 11.1: Right of Way Project Management

- Meetings. Attend meetings with the City and Dewberry | Drake Haglan, including the initial kick-off meeting. Meeting minutes, agendas and reports are provided when directed by the City's project administrator.
- Status Reports. Provide and maintain title, appraisal, acquisition and relocation database/status reports for all project personnel to access.

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

- Subconsultant Management. Provide management and coordination of services for all subconsultants.
- Escrow Coordination. Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows and facilitating escrows for the acquired property.
- Scheduling. Prepare and provide the City with project schedules, as needed.
- Quality Assurance/Quality Control Management. Provide quality control management for all areas of the project, including coordinating efforts with the City to ensure a compliant project.
- Data Management. We will use QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for monitoring individual performance efficiency, timelines and cost containment strategies. Our reports are tailored to each client's specifications to provide the critical information necessary for management decisions.
- Project Close-Out. Provide the services required to finalize and close out the project according to the Uniform Act, as amended, Federal Highway Administration (FHWA) regulations and California law.

Task 11.2: Right of Way Appraisals & Appraisal Review

Task 11.2.1: Primary Appraisal

- Distribute Appraisal Assignments. Facilitate the distribution of appraisal assignments, including appraisal review reports and ensure clarification of scope of the project.
- Coordinate Meetings. Hold meetings with the selected appraiser and review appraiser to review and discuss the project scope, requirements for the appraisal reports and reviews, as well as the type of reports required and the required written notice of inspection to the owner.
- Notice of Intent to Appraise. Prepare the Notice of Intent to Appraise letter for each property, advising the property owners of the proposed project, introducing the appraiser and providing contact information to answer questions and concerns.
- Conduct Appraisal Inspection. An appraisal inspection will be conducted to become familiar with the physical and functional characteristics of the impacted parcels, as well as to distinguish the influence of the immediate physical environment.
- Determine Highest and Best Use. Just compensation for the full and partial acquisitions will be as set for thin the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Sections 1263.320 through 1263.430, as appropriate for eminent domain purposes.
- Obtain Appraisals. Obtain appraisals and summary of value statements for each acquisition prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, other applicable federal laws, California laws and Uniform Standards of Professional Appraisal Practices (USPAP). Record information into the database and properly disperse appraisal reports.
- Appraisal Reports. The format and level of documentation for an appraisal report depends on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained, narrative format. A summary report, in conformance with USPAP Standards Rule 2-2(b), is permitted in cases, which, by virtue of their low value or simplicity, do not require the in-depth analysis and presentation necessary in a narrative appraisal report.
- Just Compensation. Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.

Task 11.2.2: Waiver Valuations

Based on our initial review of available data for any given project, Interwest may recommend completing a waiver valuation instead of a summary appraisal report for particular parcels if we

anticipate that the fair market value will be below \$10,000 and, as applicable, up to \$25,000. In these cases, a review appraisal will not be needed, saving the City both time and money.

Task 11.2.3: Review Appraisal

Review appraisers are required to address a number of specific items pertaining to the appraisal report under review including: the completeness of the report; adequacy and relevance of the data; propriety of the adjustments; form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal; and form an opinion as to whether or not the analyses, opinions and conclusions are appropriate and reasonable or develop reasons for any disagreements. In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines. All appraisal review assignments will comply with Standard Rule 3 of USPAP. The scope of work for an appraisal review will include the following steps:

- Identify the Appraiser. Identify the appraiser(s) that conducted the appraisal.
- Research the Property. Become familiar with the subject property, and review legal descriptions and plat maps, title reports, environmental reports, and related documents, as applicable.
- Research the Area. Become familiar with the subject neighborhood and the comparable properties used in the various analyses.
- Review the Math. Check all mathematical calculations made by the appraiser(s);
- Review the Narrative. Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review).
- Review the Approach. Review the weighting assigned to the approaches to value used in the appraisal.
- Check for Compliance. Determine if accepted appraisal principles, techniques, and standards were followed in arriving at the property value in accordance with USPAP, California law, Caltrans, FHWA and FTA regulations, as applicable.
- Check for Oversight. Ensure that the appraiser did not overlook any feature that would materially affect the property value.
- Determine the Report's Completeness. Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work.
- Form an Opinion. Given the review appraiser's scope of work, develop an opinion as to the following: 1) the adequacy and relevance of the data and the propriety of any adjustments to the data; 2) the appropriateness of the appraisal methods and techniques used and reasons for any disagreement; 3) the appropriateness and reasonability of the analyses, opinions, and conclusions and reasons for any disagreement; and 4) whether the appraisal can be used to establish fair market value for the subject parcel.
- Make a Recommendation. Determine whether the primary appraiser's estimate of fair market value should be used as just compensation for the proposed acquisition.

Task 11.3: Right of Way Acquisitions

- Review Plans. Review project plans to become familiar with the project and its impacts on various properties.
- Verify Conformance. Verify that any legal descriptions, plat maps, right of way plans, surveys and appraisals correspond and are accurate.
- Offer Letter. Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, deeds, escrow instructions, brochure and agent's business card upon the initiation of negotiations, after review and approval by the City's

representative. Submit all legal documents for the City's legal counsel to review when language is added, deleted or revised.

- Acquisition and Negotiation. Conduct negotiations for the acquisition of each parcel in accordance with all federal and state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be sent via certified mail with a return receipt.
- Administrative Settlement Recommendations. Provide the City with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval.
- City and Owner Liaison. Provide liaison duties between the City and property owners.
- Contact Documentation. Thoroughly document contact with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and are housed in a permanent acquisition file.
- Parcel Files. Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to the City at completion of the project.
- Meetings. Attend any required or additional meetings, as deemed necessary by the City to communicate progress and discuss project issues.
- Close-Out Acquisition File. Complete a final quality assurance/quality control review on the file for close-out, provide final status reports to the City and deliver final files to the City upon completion of the project. Additionally, the City will receive a flash drive with all pertinent project data stored in systematically organized project folders.

Task 11.4: Right of Way Escrow Coordination

- Preliminary Title Reports. Through our subconsultant, issue preliminary title reports (PTR) with supporting documents for all parcels. Title reports produced for each parcel will, at a minimum, establish legal owners and all valid liens, encumbrances and easements of record.
- PTR Review. Interwest's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, as applicable, the listed liens, encumbrances and/or mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.
- Open and Monitor Escrows. Coordinate with the selected title company and open escrows on all purchases. Interwest monitors escrows, reviews all escrow documents, requests funds, ensures that the City receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties acquired.

Task 11.5: Right of Way Certification

Interwest will coordinate with the City, Dewberry. and Caltrans to prepare the Right of Way Certification, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual. Our process includes the following:

- Coordination. Coordinate with Caltrans Local Assistance or Local Programs to ensure that project requirements are underway. This includes ensuring that the City has completed all necessary documents to begin the certification process, (e.g., the E-76 application for Construction/Right of Way).
- Assembly. Assemble the Right of Way Certification (1, 2, 3 or 3W) binder with all appropriate documentation to be provided by the City, including documentation showing possession of the

CITY OF RANCHO CORDOVA | ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

necessary right of way, utility notices and agreements, relocation plans and costs, and necessary environmental clearance support.

- **Drafting.** Draft the Right of Way Certification form segmenting the different project land rights acquired along with any Relocation Assistance Program documentation, as applicable, supporting the proper handling of displacees.
- **Delivery.** Package and deliver a hard copy of the certification directly to Caltrans District Office and provide an electronic copy to the City and Dewberry.
- **Revisions.** Interwest will coordinate revisions between Caltrans and the City, as necessary, and work with the client to ensure that all schedules of right of way certifications are met before the project proceeds to construction.

Task 12: Bidding Support

CONSULTANT will assist the City during the pre-bid opening. If requested, we will suggest pre-qualification criteria for the construction bidder. In addition, CONSULTANT will prepare required addenda to be distributed to the bidders, and answer technical questions relative to the plans, special provisions, and quantity estimates. A maximum of 40 hours has been allocated to this task. Additional hours can be provided by CONSULTANT on a time and materials basis.

EXHIBIT B
COMPENSATION SCHEDULE

Zinfandel Drive Bicycle & Pedestrian Overcrossing Project
City of Rancho Cordova
Cost Proposal
Contract # TBD
1/30/2020

DBE Utilization **23.00%**



	Dewberry Drake Haglan		BRG Engineering		InContext		Parikh		UNICO		Y&C		Interwest		Kimley-Horn		Atlas Labs		TOTAL	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
1.0	Project Management & Coordination																			
1.1	Project Management	200	\$45,265.15																200	\$45,265
1.2	Project Meetings	140	\$30,800.60																140	\$30,801
1.3	Caltrans Coordination	170	\$36,443.60																170	\$36,444
1.4	Coordination with Additional Agencies	60	\$12,949.51																60	\$12,950
1.5	Reporting and Invoicing	40	\$9,053.03																40	\$9,053
1.6	QA/QC	160	\$38,740.95																160	\$38,741
1.7	Funding and Local Programs Compliance	160	\$32,244.64																160	\$32,245
	Total Task 1	930	\$205,497.48																930	\$205,497
2.0	Project and Surveying, Mapping and Control, and Initial Right of Way																			
2.1	Surveying	60	\$10,970.53						320	\$49,768.91									380	\$60,739
2.2	Right of Way Support	76	\$12,470.71						160	\$21,081.45									236	\$33,552
	Total Task 2	136	\$23,441.24						480	\$70,850.36									616	\$94,292
3.0	Utility Coordination																			
3.1	Utility Impact Exhibit	88	\$16,954.75																88	\$16,955
3.2	Utility Letters	72	\$12,165.08																72	\$12,165
3.3	Prepare Documents for Caltrans Utility Relocation Procedure	88	\$13,887.90																88	\$13,888
	Total Task 3	248	\$43,007.73																248	\$43,008
4.0	Geotechnical Services																			
4.1	Field Investigation and Laboratory Testing Program	16	\$3,363.52					157	\$18,078.17										173	\$21,442
4.2	Engineering Analysis	32	\$6,463.67					202	\$24,683.18										234	\$31,147
4.3	Geotechnical Design and Materials Report (GDMR)	32	\$6,463.67					108	\$14,765.19										140	\$21,229
4.4	Foundation Report	32	\$6,463.67					442	\$58,817.55										474	\$65,281
	Total Task 4	112	\$22,754.54					909	\$116,344.09										1,021	\$139,099
5.0	Public Outreach Program																			
5.1	Stakeholder Database and Ongoing Communications	20	\$2,945.70																20	\$2,946
5.2	Outreach Meetings	148	\$27,450.40														160	\$13,629.00	308	\$41,079
5.3	Communication Collateral	100	\$12,900.10																100	\$12,900
5.4	Direct Mail Notification	40	\$4,977.20																40	\$4,977
	Total Task 5	308	\$48,273.41														160	\$13,629.00	468	\$61,902
6.0	Environmental Documentation																			
6.1	Environmental Project Management	80	\$15,744.91																80	\$15,745
6.2	Preliminary Environmental Analysis Report (PEAR)	96	\$11,836.62																96	\$11,837
6.3	Purpose and Need and Project Description	48	\$6,067.09																48	\$6,067
6.4	Technical Studies																			
6.4.1	Hazardous Waste Initial Site Assessment (ISA)	72	\$7,502.84																72	\$7,503
6.4.2	Biological Resources	56	\$7,242.70																56	\$7,243
6.4.3	Noise	64	\$7,421.61																64	\$7,422
6.4.4	Visual Impact Assessment (Minor Level)	84	\$9,778.22																84	\$9,778
6.4.5	Community Impacts	84	\$9,778.22																84	\$9,778
6.4.6	Area of Potential Effect (APE) Map	20	\$2,288.75																20	\$2,289
6.4.7	Historic Property Survey Report (HPSR) / Archaeological Survey Report (ASR)	8	\$1,489.58			180	\$13,421.10												188	\$14,911
6.5	Preparation of Initial Study and Mitigated Negative Declaration																			
6.5.1	Prepare Administrative Draft IS/MND	148	\$16,522.76																148	\$16,523
6.5.2	Screencheck Draft IS/MND	38	\$4,383.86																38	\$4,384
6.5.3	Public Distribution and Review	54	\$6,984.20																54	\$6,984
6.5.4	Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program	48	\$6,218.98																48	\$6,219
	Total Task 6	900	\$113,260.35			180	\$13,421.10												1,080	\$126,681
7.0	Project Initiation Documents (PID)																			
7.1	Engineering Support for PID	380	\$59,557.09												92	\$14,904.42			472	\$74,462
7.2	Project Study Report - Project Development Support (PSR-PDS)	176	\$27,652.03																176	\$27,652
	Total Task 7	556	\$87,209.12												92	\$14,904.42			648	\$102,114
8.0	Project Report (PR)																			
8.1	Engineering Support for PR																			
8.1.1	Geometric Approval Drawings (GADs)	260	\$35,706.83																260	\$35,707
8.1.2	Structure Advance Planning Studies (APS)	130	\$22,247.72																130	\$22,248
8.1.3	Traffic Analysis	8	\$1,558.59												326	\$52,313.98			334	\$53,873
8.1.4	Storm Water Data Report (SWDR)	152	\$20,942.95																152	\$20,943
8.1.5	Fact Sheet for Exceptions to Design Standards	152	\$19,993.97																152	\$19,994
8.1.6	Conceptual Landscape Plans	32	\$4,606.01														310	\$27,315.75	342	\$31,922
8.1.7	Transportation Management Plan (TMP)	40	\$6,773.88																40	\$6,774
8.1.8	Structural Design and Aesthetics Evaluation Study	120	\$18,958.61																120	\$18,959
8.2	Project Report (PR)																			
8.2.1	Draft Project Report	346	\$55,085.46																346	\$55,085
8.2.2	Final Project Report	234	\$37,694.60																234	\$37,695
	Total Task 8	1,474	\$223,568.64												326	\$52,313.98	310	\$27,315.75	2,110	\$303,198

Zinfandel Drive Bicycle & Pedestrian Overcrossing Project
City of Rancho Cordova

Cost Proposal
Contract # TBD
1/30/2020

DBE Utilization 23.00%



	Dewberry Drake Haglan		BRG Engineering		InContext		Parikh		UNICO		Y&C		Interwest		Kimley-Horn		Atlas Labs		TOTAL	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
9.0 Plans, Specifications, and Estimates																				
9.1 Preliminary Plans (35% P&E)	700	\$95,727.78									166	\$20,917.03							866	\$116,645
9.2 Bridge Type Selection Report	500	\$81,095.82																	500	\$81,096
9.3 Final Design Engineering																				
9.3.1 65% Bridge Design	860	\$153,440.27																	860	\$153,440
9.3.2 65% Bridge Plans	1,620	\$208,451.40																	1,620	\$208,451
9.3.3 65% Roadway Design and Plans	1,560	\$216,449.94									440	\$60,959.63							2,000	\$277,410
9.3.4 65% Plans and Estimate Submittal	1,020	\$147,019.50															360	\$33,495.00	1,380	\$180,515
9.3.5 Independent Bridge Design Check			480	\$70,400.00															480	\$70,400
9.3.6 95% Bridge Design and Plans	760	\$121,531.76	100	\$15,125.00															860	\$136,657
9.3.7 95% Roadway Design and Plans	1,260	\$177,748.55									280	\$40,988.30					280	\$25,872.00	1,820	\$244,609
9.3.8 Technical Special Provisions	40	\$9,053.03	80	\$11,275.00															120	\$20,328
9.3.9 Final Bridge Design and Plans	300	\$43,881.35	60	\$8,800.00															360	\$52,681
9.3.10 Final Roadway Design and Plans	1,020	\$142,021.78									140	\$20,494.15					120	\$10,626.00	1,280	\$173,142
Total Task 9	9,640	\$1,396,421.20	720	\$105,600.00							1,026	\$143,359.12					760	\$69,993.00	12,146	\$1,715,373
10.0 Regulatory Agency Permits																				
10.1 Construction General Permit	100	\$14,074.53																	100	\$14,075
Total Task 10	100	\$14,074.53																	100	\$14,075
11.0 Right of Way																				
11.1 Right of Way Project Management	16	\$3,621.21											115	\$16,042.78					131	\$19,664
11.2 Right of Way Appraisals & Appraisal Review	76	\$12,596.72											66	\$6,591.70					142	\$19,188
11.3 Right of Way Acquisitions	36	\$7,517.69											515	\$44,324.89					551	\$51,843
11.4 Right of Way Escrow Coordination	16	\$3,621.21											55	\$5,022.51					71	\$8,644
11.5 Right of Way Certification	24	\$5,179.80											35	\$3,986.31					59	\$9,166
Total Task 11	168	\$32,536.64											786	\$75,968.20					954	\$108,505
12.0 Bidding Support																				
12.1 Bidding Support	100	\$20,055.66									45	\$5,956.43					48	\$5,544.00	193	\$31,556
Total Task 12	100	\$20,055.66									45	\$5,956.43					48	\$5,544.00	193	\$31,556
TOTAL DIRECT LABOR HOURS	14,672	\$2,230,100.53	720	\$105,600.00	180	\$13,421.10	909	\$116,344.09	480	\$70,850.36	1,071	\$149,315.55	786	\$75,968.20	418	\$67,218.40	1,278	\$116,481.75	20,514	\$2,945,299.98
TOTAL OTHER DIRECT COST	\$26,500.00				\$525.00		\$26,481.00		\$12,340.00		\$154.11		\$89,223.60		\$1,750.00				\$156,973.71	
ANTICIPATED SALARY INCREASE			\$10,824.00		\$335.53		\$1,745.16		\$3,126.91		\$9,231.76				\$1,008.28		\$3,494.45		\$29,766.09	
TOTAL PROJECT COST	\$2,256,600.53		\$116,424.00		\$14,281.63		\$144,570.25		\$86,317.27		\$158,701.42		\$165,191.80		\$69,976.67		\$119,976.20		\$3,132,039.77	

ATTACHMENT 2
Contract No. 2020-7

Zinfandel Drive Bicycle & Pedestrian Overcrossing Project

City of Rancho Cordova

 **Dewberry** | drake haglan

Dewberry | Drake Haglan

Contract # TBD

Prime

Cost Proposal

		PIC & Funding, Dennis Haglan	PM, Brian Hansen	Structural QA/QC, Kevin Ross	Roadway QA/QC, F. Jose Silva	Environmental Services Manager, Leslie Haglan	Lead Bridge Design Engineer, Jeffrey Elmendorf	Lead Roadway Design Engineer, Nathan Donnelly	Engineer, Range B, To Be Determined	Senior CAD Designer, To Be Determined	Senior Engineer, Range A, To Be Determined	Engineer, Range C, To Be Determined	Senior Environmental Planner, Level 2, To Be Determined	Senior Environmental Planner, Level 1, To Be Determined	Environmental Planner, Level 1, To Be Determined	Assistant Environmental Planner, Level 2, To Be Determined	Public Relations Manager, To Be Determined	CAD Manager, To Be Determined	CAD Technician II, To Be Determined	Assistant Engineer, Range A, To Be Determined	TASK HOURS	ESCALATION	TASK COSTS
Loaded Rate:		\$278.00	\$226.33	\$278.00	\$278.00	\$186.20	\$193.40	\$194.82	\$152.36	\$126.98	\$177.76	\$162.53	\$182.84	\$142.20	\$96.50	\$75.16	\$147.29	\$145.25	\$101.57	\$107.68			
Task #	Task Name																						
1.0	Project Management & Coordination																						
1.1	Project Management		200																		200		\$45,265.15
1.2	Project Meetings	20	60				20	40													140		\$30,800.60
1.3	Caltrans Coordination	10	80				20	60													170		\$36,443.60
1.4	Coordination with Additional Agencies		40					20													60		\$12,949.51
1.5	Reporting and Invoicing		40																		40		\$9,053.03
1.6	QA/QC		40	40	40	40															160		\$38,740.95
1.7	Funding and Local Programs Compliance	40	40				20	20												40	160		\$32,244.64
Total Task 1		70	500	40	40	40	60	140												40	930		\$205,497.48
2.0	Project and Surveying, Mapping and Control, and Initial Right of Way																						
2.1	Surveying		12				8	24		16											60		\$10,970.53
2.2	Right of Way Support		12					24		40											76		\$12,470.71
Total Task 2			24				8	48		56											136		\$23,441.24
3.0	Utility Coordination																						
3.1	Utility Impact Exhibit		16				8	24		40											88		\$16,954.75
3.2	Utility Letters		8				16	24												24	72		\$12,165.08
3.3	Prepare Documents for Caltrans Utility Relocation Procedure		8				16	24												40	88		\$13,887.90
Total Task 3			32				40	72		40										64	248		\$43,007.73
4.0	Geotechnical Services																						
4.1	Field Investigation and Laboratory Testing Program		8				4	4													16		\$3,363.52
4.2	Engineering Analysis		8				16	8													32		\$6,463.67
4.3	Geotechnical Design and Materials Report (GDMR)		8				16	8													32		\$6,463.67
4.4	Foundation Report		8				16	8													32		\$6,463.67
Total Task 4			32				52	28													112		\$22,754.54
5.0	Public Outreach Program																						
5.1	Stakeholder Database and Ongoing Communications																20				20		\$2,945.70
5.2	Outreach Meetings	20	24					24									80				148		\$27,450.40
5.3	Communication Collateral																60		40		100		\$12,900.10
5.4	Direct Mail Notification																20		20		40		\$4,977.20
Total Task 5		20	24					24									180		60		308		\$48,273.41
6.0	Environmental Documentation																						
6.1	Environmental Project Management		16			40		24													80		\$15,744.91
6.2	Preliminary Environmental Analysis Report (PEAR)				16								16	4	40	20					96		\$11,836.62
6.3	Purpose and Need and Project Description				16										32						48		\$6,067.09
6.4	Technical Studies																						
6.4.1	Hazardous Waste Initial Site Assessment (ISA)				8								8		16	40					72		\$7,502.84
6.4.2	Biological Resources				8									32		16					56		\$7,242.70
6.4.3	Noise				8								16			40					64		\$7,421.61
6.4.4	Visual Impact Assessment (Minor Level)				8								16			20					84		\$9,778.22
6.4.5	Community Impacts				8								16			40	20				84		\$9,778.22
6.4.6	Area of Potential Effect (APE) Map				4										16						20		\$2,288.75
6.4.7	Historic Property Survey Report (HPSR) / Archaeological Survey Report (ASR)				8																8		\$1,489.58
6.4.8	Historic Resources Evaluation Report (HRER) (OPTIONAL)																						
6.5	Preparation of Initial Study and Mitigated Negative Declaration																						
6.5.1	Prepare Administrative Draft IS/MND				8								24	16	40	60					148		\$16,522.76
6.5.2	Screencheck Draft IS/MND				6								8			24					38		\$4,383.86
6.5.3	Public Distribution and Review				6								16	8		24					54		\$6,984.20
6.5.4	Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program				8								16			24					48		\$6,218.98
Total Task 6			16			152		24					136	60	224	288					900		\$113,260.35
7.0	Project Initiation Documents (PID)																						
7.1	Engineering Support for PID		20				60	40	60	60		60						20	40	20	380		\$59,557.09
7.2	Project Study Report - Project Development Support (PSR-PDS)		20					48	48											60	176		\$27,652.03
Total Task 7			40				60	88	108	60		60						20	40	80	556		\$87,209.12
8.0	Project Report (PR)																						
8.1	Engineering Support for PR							40	60	80										80	260		\$35,706.83
8.1.1	Geometric Approval Drawings (GADs)																						
8.1.2	Structure Advance Planning Studies (APS)	20				40					40							10	20		130		\$22,247.72
8.1.3	Traffic Analysis						8														8		\$1,558.59
8.1.4	Storm Water Data Report (SWDR)						32	40												80	152		\$20,942.95
8.1.5	Fact Sheet for Exceptions to Design Standards						24	24	24											80	152		\$19,993.97
8.1.6	Conceptual Landscape Plans						8		24												32		\$4,606.01
8.1.7	Transportation Management Plan (TMP)						16	24													40		\$6,773.88
8.1.8	Structural Design and Aesthetics Evaluation Study	20				20						40							40		120		\$18,958.61
8.2	Project Report (PR)																						
8.2.1	Draft Project Report		24			8	30	80	80	64										60	346		\$55,085.46
8.2.2	Final Project Report		24			8	18	60	40	24										60	234		\$37,694.60
Total Task 8			88			16	108	268	268	216		80						10	60	360	1474		\$223,568.64
9.0	Plans, Specifications, and Estimates																						
9.1	Preliminary Plans (35% P&E)		20					80	160	200			160							240	700		\$95,727.78
9.2	Bridge Type Selection Report		40				160											20	120		500		\$81,095.82
9.3	Final Design Engineering																						
9.3.1	65% Bridge Design		40				360						460								860		\$153,440.27
9.3.2	65% Bridge Plans		40				160						340					80	1000		1620		\$208,451.40
9.3.3	65% Roadway Design and Plans							160	600	400										400	1560		\$216,449.94
9.3.4	65% Plans and Estimate Submittal	20				40	80	360	240		40						40			200	1020		\$147,019.50
9.3.5	Independent Bridge Design Check																						
9.3.6	95% Bridge Design and Plans		60				240					200						60	200		760		\$121,531.76
9.3.7	95% Roadway Design and Plans							160	500	300										300	1260		\$177,748.55
9.3.8	Technical Special Provisions		40																		40		\$9,053.03
9.3.9	Final Bridge Design and Plans		20				60					60						40	120		300		\$43,881.35
9.3.10	Final Roadway Design and Plans							120	400	200										300	1020		\$142,021.78
Total Task 9			280				1020	600	2020	1340		1260						240	1440	1440	9640		\$1,396,421.20
10.0	Regulatory Agency Permits																						
10.1	Construction General Permit		20											40	40						100		\$14,074.53
Total Task 10			20											40	40						100		\$14,074.53
11.0	Right of Way																						
11.1	Right of Way Project Management		16																		16		\$3,621.21
11.2	Right of Way Appraisals & Appraisal Review		16					20		40											76		\$12,596.72
11.3	Right of Way Acquisitions		16					20													36		\$7,517.69
11.4	Right of Way Escrow Coordination		16																		16		\$3,621.21
11.5	Right of Way Certification		16					8													24		\$5,179.80
Total Task 11			80					48		40											168		\$32,536.64
12.0	Bidding Support																						
12.1	Bidding Support		20				40	40													100		\$20,055.66
Total Task 12			20				40	40													100		\$20,055.66
TOTAL DIRECT LABOR HOURS		90	1156																				

ATTACHMENT 2

Contract No. 2020-7 Zinfandel Drive Bicycle & Pedestrian Overcrossing Project



BRG Engineering
Independent Check

City of Rancho Cordova

Contract # TBD

Cost Proposal

		Principal Bridge Engineer, Noel J. Suan	Staff Engineer, TBD	TASK HOURS	TASK COSTS
		\$192.50	\$123.75		
Task #	Task Name				
1.0	Project Management & Coordination				
	Total Task 1				
2.0	Project and Surveying, Mapping and Control, and Initial Right of Way				
	Total Task 2				
3.0	Utility Coordination				
	Total Task 3				
4.0	Geotechnical Services				
	Total Task 4				
5.0	Public Outreach Program				
	Total Task 5				
6.0	Environmental Documentation				
	Total Task 6				
7.0	Project Initiation Documents (PID)				
	Total Task 7				
8.0	Project Report (PR)				
	Total Task 8				
9.0	Plans, Specifications, and Estimates				
9.1	Preliminary Plans (35% P&E)				
9.2	Bridge Type Selection Report				
9.3	Final Design Engineering				
9.3.1	65% Bridge Design				
9.3.2	65% Bridge Plans				
9.3.3	65% Roadway Design and Plans				
9.3.4	65% Plans and Estimate Submittal				
9.3.5	Independent Bridge Design Check	240	480	720	\$105,600.00
9.3.6	95% Bridge Design and Plans				
9.3.7	95% Roadway Design and Plans				
9.3.8	Technical Special Provisions				
9.3.9	Final Bridge Design and Plans				
9.3.10	Final Roadway Design and Plans				
	Total Task 9	240	480	720	\$105,600.00
10.0	Regulatory Agency Permits				
	Total Task 10				
11.0	Right of Way				
	Total Task 11				
12.0	Bidding Support				
	Total Task 12				
TOTAL DIRECT LABOR HOURS		240	480	720	\$105,600.00
OTHER DIRECT COSTS (see attached sheet)					
ANTICIPATED SALARY INCREASE (see attached sheet)					\$10,824.00
TOTAL PROJECT COST					\$116,424.00

Zinfandel Drive Bicycle & Pedestrian Overcrossing Project



InContext
Cultural Resources

City of Rancho Cordova

Contract # TBD

Cost Proposal

		Principal, Fernandez	Technician III, Zickler-Martin	GIS/Graphics, Wood	Publications Specialist, Posten	Clerical Assistant, Best	TASK HOURS	TASK COSTS
		\$138.60	\$57.75	\$73.92	\$51.98	\$36.96		
Task #	Task Name							
1.0	Project Management & Coordination							
	Total Task 1							
2.0	Project and Surveying, Mapping and Control, and Initial Right of Way							
	Total Task 2							
3.0	Utility Coordination							
	Total Task 3							
4.0	Geotechnical Services							
	Total Task 4							
5.0	Public Outreach Program							
	Total Task 5							
6.0	Environmental Documentation							
6.1	Environmental Project Management							
6.2	Preliminary Environmental Analysis Report (PEAR)							
6.3	Purpose and Need and Project Description							
6.4	Technical Studies							
6.4.1	Hazardous Waste Initial Site Assessment (ISA)							
6.4.2	Biological Resources							
6.4.3	Noise							
6.4.4	Visual Impact Assessment (Minor Level)							
6.4.5	Community Impacts							
6.4.6	Area of Potential Effect (APE) Map							
6.4.7	Historic Property Survey Report (HPSR) / Archaeological Survey Report (ASR)	40	80	20	20	20	180	\$13,421.10
6.4.8	Historic Resources Evaluation Report (HRER) (OPTIONAL)							
6.5	Preparation of Initial Study and Mitigated Negative Declaration							
6.5.1	Prepare Administrative Draft IS/MND							
6.5.2	Screencheck Draft IS/MND							
6.5.3	Public Distribution and Review							
6.5.4	Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program							
	Total Task 6	40	80	20	20	20	180	\$13,421.10
7.0	Project Initiation Documents (PID)							
	Total Task 7							
8.0	Project Report (PR)							
	Total Task 8							
9.0	Plans, Specifications, and Estimates							
	Total Task 9							
10.0	Regulatory Agency Permits							
	Total Task 10							
11.0	Right of Way							
	Total Task 11							
12.0	Bidding Support							
	Total Task 12							
TOTAL DIRECT LABOR HOURS		40	80	20	20	20	180	\$13,421.10
OTHER DIRECT COSTS (see attached sheet)								\$525.00
ANTICIPATED SALARY INCREASE (see attached sheet)								\$335.53
TOTAL PROJECT COST								\$14,281.63



Zinfandel Drive Bicycle & Pedestrian Overcrossing Project

City of Rancho Cordova

**Parikh
Geotech**

Contract # TBD

Cost Proposal

		Principal in Charge, G. Parikh	Project Manager - Engineering Manager, D. Wang	Sr. Project Engineer, F. Wang	Project Engineer, E. Ortakci	Staff Engineer, J. Zhang	Field Engineer, L. Bhargava	Laboratory Technician, N. Ahmad	CADD, K. Ouyang	TASK HOURS	TASK COSTS
		\$286.58	\$207.71	\$180.29	\$133.90	\$102.36	\$136.79	\$99.41	\$108.49		
Task #	Task Name										
1.0	Project Management & Coordination										
	Total Task 1										
2.0	Project and Surveying, Mapping and Control, and Initial Right of Way										
	Total Task 2										
3.0	Utility Coordination										
	Total Task 3										
4.0	Geotechnical Services										
4.1	Field Investigation and Laboratory Testing Program				16	17	50	74		157	\$18,078.17
4.2	Engineering Analysis		10	12	64	116				202	\$24,683.18
4.3	Geotechnical Design and Materials Report (GDMR)	4	4	14	44	30			12	108	\$14,765.19
4.4	Foundation Report	16	28	30	160	160			48	442	\$58,817.55
	Total Task 4	20	42	56	284	323	50	74	60	909	\$116,344.09
5.0	Public Outreach Program										
	Total Task 5										
6.0	Environmental Documentation										
	Total Task 6										
7.0	Project Initiation Documents (PID)										
	Total Task 7										
8.0	Project Report (PR)										
	Total Task 8										
9.0	Plans, Specifications, and Estimates										
	Total Task 9										
10.0	Regulatory Agency Permits										
	Total Task 10										
11.0	Right of Way										
	Total Task 11										
12.0	Bidding Support										
	Total Task 12										
TOTAL DIRECT LABOR HOURS		20	42	56	284	323	50	74	60	909	\$116,344.09
OTHER DIRECT COSTS (see attached sheet)											\$26,481.00
ANTICIPATED SALARY INCREASE (see attached sheet)											\$1,745.16
TOTAL PROJECT COST											\$144,570.25



Zinfandel Drive Bicycle & Pedestrian Overcrossing Project

City of Rancho Cordova

UNICO
Surveying

Contract # TBD

Cost Proposal

		Survey Manager, Rob Markes	Party Chief** Tim Pringle	Rodman** Tony Perez	Sr Land Surveyor, Ryan Thompson	Drafter, Loran Wagener	TASK HOURS	TASK COSTS
		\$182.64	\$176.11	\$167.97	\$140.89	\$88.71		
Task #	Task Name							
1.0	Project Management & Coordination							
	Total Task 1							
2.0	Project and Surveying, Mapping and Control, and Initial Right of Way							
2.1	Surveying	60	120	40	40	60	320	\$49,768.91
2.2	Right of Way Support	40			60	60	160	\$21,081.45
	Total Task 2	100	120	40	100	120	480	\$70,850.36
3.0	Utility Coordination							
	Total Task 3							
4.0	Geotechnical Services							
	Total Task 4							
5.0	Public Outreach Program							
	Total Task 5							
6.0	Environmental Documentation							
	Total Task 6							
7.0	Project Initiation Documents (PID)							
	Total Task 7							
8.0	Project Report (PR)							
	Total Task 8							
9.0	Plans, Specifications, and Estimates							
	Total Task 9							
10.0	Regulatory Agency Permits							
	Total Task 10							
11.0	Right of Way							
	Total Task 11							
12.0	Bidding Support							
	Total Task 12							
TOTAL DIRECT LABOR HOURS		100	120	40	100	120	480	\$70,850.36
OTHER DIRECT COSTS (see attached sheet)								\$12,340.00
ANTICIPATED SALARY INCREASE (see attached sheet)								\$3,126.91
TOTAL PROJECT COST								\$86,317.27

Zinfandel Drive Bicycle & Pedestrian Overcrossing Project



Y&C
Electrical

City of Rancho Cordova

Contract # TBD

Cost Proposal

		Engineer XII, Daniel Yau	Engineer XI, Kin Chan	Engineer VII, Ernesto Casillas	Engineer VI, Meng Yang	Engineer II, TBD	TASK HOURS	TASK COSTS
		\$205.50	\$190.04	\$129.88	\$113.39	\$65.97		
Task #	Task Name							
1.0	Project Management & Coordination							
	Total Task 1							
2.0	Project and Surveying, Mapping and Control, and Initial Right of Way							
	Total Task 2							
3.0	Utility Coordination							
	Total Task 3							
4.0	Geotechnical Services							
	Total Task 4							
5.0	Public Outreach Program							
	Total Task 5							
6.0	Environmental Documentation							
	Total Task 6							
7.0	Project Initiation Documents (PID)							
	Total Task 7							
8.0	Project Report (PR)							
	Total Task 8							
9.0	Plans, Specifications, and Estimates							
9.1	Preliminary Plans (35% P&E)	12	32	32	48	42	166	\$20,917.03
9.2	Bridge Type Selection Report							
9.3	Final Design Engineering							
9.3.1	65% Bridge Design							
9.3.2	65% Bridge Plans							
9.3.3	65% Roadway Design and Plans	40	120	120	80	80	440	\$60,959.63
9.3.4	65% Plans and Estimate Submittal							
9.3.5	Independent Bridge Design Check							
9.3.6	95% Bridge Design and Plans							
9.3.7	95% Roadway Design and Plans	40	80	80	40	40	280	\$40,988.30
9.3.8	Technical Special Provisions							
9.3.9	Final Bridge Design and Plans							
9.3.10	Final Roadway Design and Plans	20	40	40	20	20	140	\$20,494.15
	Total Task 9	112	272	272	188	182	1,026	\$143,359.12
10.0	Regulatory Agency Permits							
	Total Task 10							
11.0	Right of Way							
	Total Task 11							
12.0	Bidding Support							
12.1	Bidding Support	3	12	8	12	10	45	\$5,956.43
	Total Task 12	3	12	8	12	10	45	\$5,956.43
TOTAL DIRECT LABOR HOURS		115	284	280	200	192	1,071	\$149,315.55
OTHER DIRECT COSTS (see attached sheet)								\$154.11
ANTICIPATED SALARY INCREASE (see attached sheet)								\$9,231.76
TOTAL PROJECT COST								\$158,701.42

Zinfandel Drive Bicycle & Pedestrian Overcrossing Project



Interwest
Right of Way

City of Rancho Cordova

Contract # TBD

Cost Proposal

		Corporate Broker, Kent Jorgensen	Project Manager, Theresa Armistead	Acquisition Agent, Sarah William	TASK HOURS	TASK COSTS
		\$195.05	\$146.29	\$70.71		
Task #	Task Name					
1.0	Project Management & Coordination					
	Total Task 1					
2.0	Project and Surveying, Mapping and Control, and Initial Right of Way					
	Total Task 2					
3.0	Utility Coordination					
	Total Task 3					
4.0	Geotechnical Services					
	Total Task 4					
5.0	Public Outreach Program					
	Total Task 5					
6.0	Environmental Documentation					
	Total Task 6					
7.0	Project Initiation Documents (PID)					
	Total Task 7					
8.0	Project Report (PR)					
	Total Task 8					
9.0	Plans, Specifications, and Estimates					
	Total Task 9					
10.0	Regulatory Agency Permits					
	Total Task 10					
11.0	Right of Way					
11.1	Right of Way Project Management	15	80	20	115	\$16,042.78
11.2	Right of Way Appraisals & Appraisal Review		26	40	66	\$6,591.70
11.3	Right of Way Acquisitions	15	80	420	515	\$44,324.89
11.4	Right of Way Escrow Coordination		15	40	55	\$5,022.51
11.5	Right of Way Certification		20	15	35	\$3,986.31
	Total Task 11	30	221	535	786	\$75,968.20
12.0	Bidding Support					
	Total Task 12					
TOTAL DIRECT LABOR HOURS		30	221	535	786	\$75,968.20
OTHER DIRECT COSTS (see attached sheet)						\$89,223.60
TOTAL PROJECT COST						\$165,191.80



Zinfandel Drive Bicycle & Pedestrian Overcrossing Project

City of Rancho Cordova

Kimley-Horn

Contract # TBD

Traffic

Cost Proposal

		Sr. Professional, Matt Weir	Sr. Professional, Mike Schmitt	Professional II, Robert Paderna	Professional I, TBD	Analyst, TBD	Sr. Project Support, TBD	Project Support, TBD	TASK HOURS	TASK COSTS
		\$252.11	\$250.56	\$205.38	\$172.73	\$130.98	\$133.86	\$88.35		
Task #	Task Name									
1.0	Project Management & Coordination									
	Total Task 1									
2.0	Project and Surveying, Mapping and Control, and Initial Right of Way									
	Total Task 2									
3.0	Utility Coordination									
	Total Task 3									
4.0	Geotechnical Services									
	Total Task 4									
5.0	Public Outreach Program									
	Total Task 5									
6.0	Environmental Documentation									
	Total Task 6									
7.0	Project Initiation Documents (PID)									
7.1	Engineering Support for PID	12	4	10	4	58	4		92	\$14,904.42
7.2	Project Study Report - Project Development Support (PSR-PDS)									
	Total Task 7	12	4	10	4	58	4		92	\$14,904.42
8.0	Project Report (PR)									
8.1	Engineering Support for PR									
8.1.1	Geometric Approval Drawings (GADs)									
8.1.2	Structure Advance Planning Studies (APS)									
8.1.3	Traffic Analysis	42	10	30	36	190	8	10	326	\$52,313.98
8.1.4	Storm Water Data Report (SWDR)									
8.1.5	Fact Sheet for Exceptions to Design Standards									
8.1.6	Conceptual Landscape Plans									
8.1.7	Transportation Management Plan (TMP)									
8.1.8	Structural Design and Aesthetics Evaluation Study									
8.2	Project Report (PR)									
8.2.1	Draft Project Report									
8.2.2	Final Project Report									
	Total Task 8	42	10	30	36	190	8	10	326	\$52,313.98
9.0	Plans, Specifications, and Estimates									
	Total Task 9									
10.0	Regulatory Agency Permits									
	Total Task 10									
11.0	Right of Way									
	Total Task 11									
12.0	Bidding Support									
	Total Task 12									
TOTAL DIRECT LABOR HOURS		54	14	40	40	248	12	10	418	\$67,218.40
OTHER DIRECT COSTS (see attached sheet)										\$1,750.00
ANTICIPATED SALARY INCREASE (see attached sheet)										\$1,008.28
TOTAL PROJECT COST										\$69,976.67



Zinfandel Drive Bicycle & Pedestrian Overcrossing Project

City of Rancho Cordova

Atlas Labs
Landscape

Contract # TBD

Cost Proposal

		Principal Landscape Architect, Marq Tussock	Landscape Designer - Architect, Rachel McQueen	TASK HOURS	TASK COSTS
		\$115.50	\$75.08		
Task #	Task Name				
1.0	Project Management & Coordination				
	Total Task 1				
2.0	Project and Surveying, Mapping and Control, and Initial Right of Way				
	Total Task 2				
3.0	Utility Coordination				
	Total Task 3				
4.0	Geotechnical Services				
	Total Task 4				
5.0	Public Outreach Program				
5.1	Stakeholder Database and Ongoing Communications				
5.2	Outreach Meetings	40	120	160	\$13,629.00
5.3	Communication Collateral				
5.4	Direct Mail Notification				
	Total Task 5	40	120	160	\$13,629.00
6.0	Environmental Documentation				
	Total Task 6				
7.0	Project Initiation Documents (PID)				
	Total Task 7				
8.0	Project Report (PR)				
8.1	Engineering Support for PR				
8.1.1	Geometric Approval Drawings (GADs)				
8.1.2	Structure Advance Planning Studies (APS)				
8.1.3	Traffic Analysis				
8.1.4	Storm Water Data Report (SWDR)				
8.1.5	Fact Sheet for Exceptions to Design Standards				
8.1.6	Conceptual Landscape Plans	100	210	310	\$27,315.75
8.1.7	Transportation Management Plan (TMP)				
8.1.8	Structural Design and Aesthetics Evaluation Study				
8.2	Project Report (PR)				
8.2.1	Draft Project Report				
8.2.2	Final Project Report				
	Total Task 8	100	210	310	\$27,315.75
9.0	Plans, Specifications, and Estimates				
9.1	Preliminary Plans (35% P&E)				
9.2	Bridge Type Selection Report				
9.3	Final Design Engineering				
9.3.1	65% Bridge Design				
9.3.2	65% Bridge Plans				
9.3.3	65% Roadway Design and Plans				
9.3.4	65% Plans and Estimate Submittal	160	200	360	\$33,495.00
9.3.5	Independent Bridge Design Check				
9.3.6	95% Bridge Design and Plans				
9.3.7	95% Roadway Design and Plans	120	160	280	\$25,872.00
9.3.8	Technical Special Provisions				
9.3.9	Final Bridge Design and Plans				
9.3.10	Final Roadway Design and Plans	40	80	120	\$10,626.00
	Total Task 9	320	440	760	\$69,993.00
10.0	Regulatory Agency Permits				
	Total Task 10				
11.0	Right of Way				
	Total Task 11				
12.0	Bidding Support				
12.1	Bidding Support	48		48	\$5,544.00
	Total Task 12	48		48	\$5,544.00
TOTAL DIRECT LABOR HOURS		508	770	1,278	\$116,481.75
OTHER DIRECT COSTS (see attached sheet)					
ANTICIPATED SALARY INCREASE (see attached sheet)					\$3,494.45
TOTAL PROJECT COST					\$119,976.20

LAPM 10-H1's

EXHIBIT 10-H COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Dewberry | Drake Haglan ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. P190036P Contract No. Contract # TBD Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Range	Total
Principal Engineer	Dennis Haglan*	90.0	\$101.84	\$80 - \$124	\$9,165.59
Senior Engineer, Range D	Brian Hansen*	1156.0	\$82.91	\$74 - \$101	\$95,843.96
Principal Engineer	Kevin Ross*	40.0	\$101.84	\$80 - \$124	\$4,073.59
Principal Engineer	F. Jose' Silva*	40.0	\$101.84	\$80 - \$124	\$4,073.59
Environmental Services Manager	Leslie Haglan*	208.0	\$68.21	\$60 - \$81	\$14,187.68
Senior Engineer, Range B	Jeffrey Elmensdorp*	1388.0	\$70.85	\$62 - \$79	\$98,339.80
Senior Engineer, Range B	Nathan Donnelly*	1380.0	\$71.37	\$62 - \$79	\$98,490.60
Engineer, Range B	To Be Determined	2396.0	\$55.82	\$52 - \$60	\$133,732.74
Senior CAD Designer	To Be Determined	1712.0	\$46.52	\$40 - \$53	\$79,633.68
Senior Engineer, Range A	To Be Determined	40.0	\$65.12	\$55 - \$75	\$2,604.80
Engineer, Range C	To Be Determined	1400.0	\$59.54	\$53 - \$66	\$83,353.08
Senior Environmental Planner, Level 2	To Be Determined	136.0	\$66.98	\$53 - \$81	\$9,109.28
Senior Environmental Planner, Level 1	To Be Determined	100.0	\$52.09	\$40 - \$64	\$5,209.32
Environmental Planner, Level 1	To Be Determined	264.0	\$35.35	\$29 - \$42	\$9,332.40
Assistant Environmental Planner, Level 2	To Be Determined	288.0	\$27.54	\$22 - \$33	\$7,930.08
Public Relations Manager	To Be Determined	180.0	\$53.96	\$44 - \$64	\$9,711.90
CAD Manager	To Be Determined	270.0	\$53.21	\$47 - \$59	\$14,366.70
CAD Technician II	To Be Determined	1600.0	\$37.21	\$30 - \$44	\$59,536.00
Assistant Engineer, Range A	To Be Determined	1984.0	\$39.45	\$34 - \$45	\$78,258.88
Principal Engineer	To Be Determined		\$101.84	\$80 - \$124	
Associate Principal Engineer	To Be Determined		\$93.03	\$85 - \$101	
Senior Engineer, Range D	To Be Determined		\$87.45	\$74 - \$101	
Senior Engineer, Range C	To Be Determined		\$76.66	\$66 - \$87	
Senior Engineer, Range B	To Be Determined		\$70.70	\$62 - \$79	
Engineer, Range A	To Be Determined		\$49.12	\$44 - \$54	
Associate Engineer	To Be Determined		\$46.14	\$42 - \$50	
Assistant Engineer, Range B	To Be Determined		\$44.65	\$39 - \$50	
Engineering Technician	To Be Determined		\$26.05	\$15 - \$37	
Senior CAD Technician	To Be Determined		\$48.38	\$40 - \$56	
Senior Designer	To Be Determined		\$44.65	\$38 - \$51	
CAD Designer	To Be Determined		\$37.21	\$32 - \$42	
CAD Technician III	To Be Determined		\$44.65	\$32 - \$58	
CAD Technician I	To Be Determined		\$27.91	\$22 - \$34	
Environmental Services Manager	To Be Determined		\$70.70	\$60 - \$81	
Senior Environmental Planner, Level 3	To Be Determined		\$68.84	\$60 - \$77	
Environmental Planner, Level 2	To Be Determined		\$40.93	\$35 - \$47	
Assistant Environmental Planner, Level 1	To Be Determined		\$21.50	\$15 - \$28	
Construction Manager	To Be Determined		\$93.03	\$60 - \$126	
Senior Resident Engineer	To Be Determined		\$93.03	\$60 - \$126	
Resident Engineer	To Be Determined		\$80.00	\$63 - \$97	
Assistant Resident Engineer	To Be Determined		\$69.00	\$55 - \$83	
Structures Representative	To Be Determined		\$81.12	\$60 - \$102	
Senior Construction Inspector**	To Be Determined		\$78.14	\$60 - \$96	
Construction Inspector**	To Be Determined		\$63.26	\$42 - \$84	
Assistant Construction Inspector**	To Be Determined		\$42.79	\$37 - \$48	
Construction Inspection Trainee**	To Be Determined		\$38.70	\$32 - \$45	
Senior Office Engineer	To Be Determined		\$52.10	\$43 - \$61	
Construction Office Engineer	To Be Determined		\$48.37	\$37 - \$59	
Assistant Office Engineer	To Be Determined		\$33.49	\$30 - \$37	
Outreach Manager	To Be Determined		\$53.95	\$46 - \$62	
Outreach Coordinator	To Be Determined		\$33.49	\$21 - \$46	
Outreach Administrator	To Be Determined		\$29.77	\$15 - \$45	
Digital Marketing Coordinator	To Be Determined		\$29.77	\$15 - \$45	
Graphic Designer	To Be Determined		\$29.77	\$15 - \$45	
Senior Project Coordinator	To Be Determined		\$57.68	\$42 - \$73	
Project Coordinator	To Be Determined		\$46.52	\$19 - \$74	
Assistant Project Coordinator	To Be Determined		\$27.91	\$16 - \$40	
Administration - Office Manager	To Be Determined		\$50.24	\$45 - \$56	
Administration	To Be Determined		\$39.07	\$34 - \$44	
Administrative Assistant	To Be Determined		\$31.63	\$22 - \$41	
	#N/A			#N/A - #N/A	
Total		14,672.0			\$816,953.67

EXHIBIT 10-H COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Dewberry | Drake Haglan ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Project No. P190036P Contract No. Contract # TBD Date: 2/11/2020

LABOR COSTS

a) Subtotal Direct Labor Costs \$816,953.67
b) Anticipated Salary Increases (Note 3) _____
Optional Anticipated Salary _____
c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$816,953.67

INDIRECT COSTS

d) Fringe Benefits (Rate): _____ e) Total Fringe Benefits [(c) × (d)] _____
f) Overhead (Rate): 143.73% g) Overhead [(c) × (f)] \$1,174,207.52
h) General and Administrative (Rate): _____ i) Gen & Admin [(c) × (h)] _____
j) **INDIRECT COSTS BEFORE FCCM [(e) +(g) + (i)]** \$1,174,207.52

FIXED FEE

k) **TOTAL FIXED PROFIT [(c) + (j)] × fixed fee** 12% \$238,939.34

o) Facilities Capital Cost of Money (Rate): _____ FCCM [(o) × (c)] _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing & Reproduction (Note 5)		LS	\$600.00	
U.S. Mail		EA	\$20.00	
Overnight Mail Service		EA	\$30.00	
Personal Vehicle		Mile	\$0.580	
Rental Vehicle & Gas		Day	\$75.00	
Tolls & Parking		EA	\$15.00	
Per Diem (At Current GSA Rate)		EA	\$150.00	
Research Fees	2	EA	\$200.00	\$400.00
EDR Record Search	2	EA	\$350.00	\$700.00
Cultural Record Search	1	EA	\$400.00	\$400.00
Trimble Rental		Per Day	\$300.00	
Potholing Vendor Services (DBE)	1	LS	\$25,000.00	\$25,000.00

l) TOTAL OTHER DIRECT COSTS \$26,500.00

m) SUBCONSULTANT'S COSTS (add additional pages if necessary)

Subconsultant 1:	BRG Engineering	\$	116,424.00
Subconsultant 2:	InContext	\$	14,281.63
Subconsultant 3:	Parikh	\$	144,570.25
Subconsultant 4:	UNICO	\$	86,317.27
Subconsultant 5:	Y&C	\$	158,701.42
Subconsultant 6:	Interwest	\$	165,191.80
Subconsultant 7:	Kimley-Horn	\$	69,976.67
Subconsultant 8:	Atlas Labs	\$	119,976.20

m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS \$ 875,439.24

n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)] \$901,939.24

TOTAL COST [(c) + (j) + (k) + (i) + (n)] \$3,132,039.77

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.
- Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
- Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.
- Billing rate = (actual hourly rate * (1+ ICR) * (1+ Fee))+(actual hourly rate * FCCM). All costs must comply with the Federal cost principles for reimbursement.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

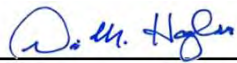
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Dennis Haglan Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 12/16/2019

Email: dhaglan@Dewberry.com Phone Number: (916) 363-4210

Address: 11060 White Rock Road, Suite 200 | Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Transportation Design, Environmental Studies, Water/Wastewater Design, Public Outreach, and Construction Management

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$38,400.00	720	=	\$53.33	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$53.33	+	5.00%	=	\$56.00 Year 2 Avg Hourly Rate
Year 2	\$56.00	+	5.00%	=	\$58.80 Year 3 Avg Hourly Rate
Year 3	\$58.80	+	5.00%	=	\$61.74 Year 4 Avg Hourly Rate
Year 4	\$61.74	+	5.00%	=	\$64.83 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1		*	720.0	=		Estimated Hours Year 1
Year 2		*	720.0	=		Estimated Hours Year 2
Year 3	100.00%	*	720.0	=	720.0	Estimated Hours Year 3
Year 4		*	720.0	=		Estimated Hours Year 4
Year 5		*	720.0	=		Estimated Hours Year 5
Total	100%		Total	=	720.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$53.33	*		=		Estimated Hours Year 1
Year 2	\$56.00	*		=		Estimated Hours Year 2
Year 3	\$58.80	*	720.0	=	\$42,336.00	Estimated Hours Year 3
Year 4	\$61.74	*		=		Estimated Hours Year 4
Year 5	\$64.83	*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$42,336.00	
Direct Labor Subtotal before Escalation				=	\$38,400.00	
Estimated total of Direct Labor Salary Increase				=	\$3,936.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Noel J. Suan Title *: Principal
Signature :  Date of Certification (mm/dd/yyyy): 10/08/2019
Email: nsuan@brgeng.net Phone Number: (916)566-1166,x101
Address: 3831 North Freeway Blvd. Suite 110, Sacramento, CA 95834

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

bridge/structural engineering

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$5,810.00	180	=	\$32.28	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$32.28	+	5.00%	=	\$33.89	Year 2 Avg Hourly Rate
Year 2	\$33.89	+	5.00%	=	\$35.59	Year 3 Avg Hourly Rate
Year 3	\$35.59	+	5.00%	=	\$37.37	Year 4 Avg Hourly Rate
Year 4	\$37.37	+	5.00%	=	\$39.23	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	180.0	=	90.0	Estimated Hours Year 1
Year 2	50.00%	*	180.0	=	90.0	Estimated Hours Year 2
Year 3		*	180.0	=		Estimated Hours Year 3
Year 4		*	180.0	=		Estimated Hours Year 4
Year 5		*	180.0	=		Estimated Hours Year 5
Total	100%		Total	=	180.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$32.28	*	90.0	=	\$2,905.00	Estimated Hours Year 1
Year 2	\$33.89	*	90.0	=	\$3,050.25	Estimated Hours Year 2
Year 3	\$35.59	*		=		Estimated Hours Year 3
Year 4	\$37.37	*		=		Estimated Hours Year 4
Year 5	\$39.23	*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$5,955.25	
Direct Labor Subtotal before Escalation				=	\$5,810.00	
Estimated total of Direct Labor Salary Increase				=	\$145.25	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Trish Fernandez Title *: President/CEO
Signature: [Signature] Date of Certification (mm/dd/yyyy): 10-15-19
Email: tfernandez@contract.com Phone Number: 916.241.9285
Address: 4070 Bridge St. #7 Fair Oaks, CA 95628

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Cultural resources

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$42,306.94	909	=	\$46.54	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$46.54	+	3.00%	=	\$47.94	Year 2 Avg Hourly Rate
Year 2	\$47.94	+	3.00%	=	\$49.38	Year 3 Avg Hourly Rate
Year 3	\$49.38	+	3.00%	=	\$50.86	Year 4 Avg Hourly Rate
Year 4	\$50.86	+	3.00%	=	\$52.38	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	909.0	=	454.5	Estimated Hours Year 1
Year 2	50.00%	*	909.0	=	454.5	Estimated Hours Year 2
Year 3		*	909.0	=		Estimated Hours Year 3
Year 4		*	909.0	=		Estimated Hours Year 4
Year 5		*	909.0	=		Estimated Hours Year 5
Total	100%		Total	=	909.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$46.54	*	454.5	=	\$21,153.47	Estimated Hours Year 1
Year 2	\$47.94	*	454.5	=	\$21,788.07	Estimated Hours Year 2
Year 3	\$49.38	*		=		Estimated Hours Year 3
Year 4	\$50.86	*		=		Estimated Hours Year 4
Year 5	\$52.38	*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$42,941.54	
Direct Labor Subtotal before Escalation				=	\$42,306.94	
Estimated total of Direct Labor Salary Increase				=	\$634.60	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Gary Parikh Title *: Sen. Principal

Signature:  Date of Certification: 10/22/19

Email: gparikh@parikhnet.com Phone number: 916-444-6292/ 408-452-9000

Address: 10457 Old Placerville nRoad, Suite 130, Rancho Cordova, Ca 95827

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

UNICO

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$27,155.20	480	=	\$56.57	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$56.57	+	3.00%	=	\$58.27	Year 2 Avg Hourly Rate
Year 2	\$58.27	+	3.00%	=	\$60.02	Year 3 Avg Hourly Rate
Year 3	\$60.02	+	3.00%	=	\$61.82	Year 4 Avg Hourly Rate
Year 4	\$61.82	+	3.00%	=	\$63.67	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	480.0	=	48.0	Estimated Hours Year 1
Year 2	50.00%	*	480.0	=	240.0	Estimated Hours Year 2
Year 3	25.00%	*	480.0	=	120.0	Estimated Hours Year 3
Year 4	15.00%	*	480.0	=	72.0	Estimated Hours Year 4
Year 5		*	480.0	=		Estimated Hours Year 5
Total	100%		Total	=	480.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$56.57	*	48.0	=	\$2,715.52	Estimated Hours Year 1
Year 2	\$58.27	*	240.0	=	\$13,984.93	Estimated Hours Year 2
Year 3	\$60.02	*	120.0	=	\$7,202.24	Estimated Hours Year 3
Year 4	\$61.82	*	72.0	=	\$4,450.98	Estimated Hours Year 4
Year 5	\$63.67	*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$28,353.67	
Direct Labor Subtotal before Escalation				=	\$27,155.20	
Estimated total of Direct Labor Salary Increase				=	\$1,198.47	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

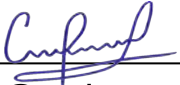
EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Cesar Montes de Oca Title *: President
Signature :  Date of Certification (mm/dd/yyyy): 10/7/2019
Email: cesar@unicoengineering.com Phone Number: 916-900-6623
Address: 110 Blue Ravine Rd Ste 101, Folsom CA 95630

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Surveying

Y&C

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$72,426.32	1,071	=	\$67.62	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$67.62	+	3.00%	=	\$69.65	Year 2 Avg Hourly Rate
Year 2	\$69.65	+	3.00%	=	\$71.74	Year 3 Avg Hourly Rate
Year 3	\$71.74	+	3.00%	=	\$73.90	Year 4 Avg Hourly Rate
Year 4	\$73.90	+	3.00%	=	\$76.11	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	1071.0	=	214.2	Estimated Hours Year 1
Year 2	20.00%	*	1071.0	=	214.2	Estimated Hours Year 2
Year 3	20.00%	*	1071.0	=	214.2	Estimated Hours Year 3
Year 4	20.00%	*	1071.0	=	214.2	Estimated Hours Year 4
Year 5	20.00%	*	1071.0	=	214.2	Estimated Hours Year 5
Total	100%		Total	=	1071.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$67.62	*	214.2	=	\$14,485.26	Estimated Hours Year 1
Year 2	\$69.65	*	214.2	=	\$14,919.82	Estimated Hours Year 2
Year 3	\$71.74	*	214.2	=	\$15,367.42	Estimated Hours Year 3
Year 4	\$73.90	*	214.2	=	\$15,828.44	Estimated Hours Year 4
Year 5	\$76.11	*	214.2	=	\$16,303.29	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$76,904.23	
Direct Labor Subtotal before Escalation				=	\$72,426.32	
Estimated total of Direct Labor Salary Increase				=	\$4,477.91	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

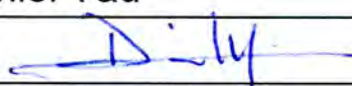
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Daniel Yau Title *: President
Signature :  Date of Certification (mm/dd/yyyy): 10/10/2019
Email: dyau@yctransportation.com Phone Number: (916) 366-8000 x 305
Address: 3250 Ramos Circle, Sacramento, CA 95827

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Prepare plans, specifications, and cost estimates (PS&E) for traffic signal and lighting system.

Interwest

EXHIBIT 10-H COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$37,450.25	786	=	\$47.66	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$47.66	+	3.00%	=	\$49.09 Year 2 Avg Hourly Rate
Year 2	\$49.09	+	3.00%	=	\$50.57 Year 3 Avg Hourly Rate
Year 3	\$50.57	+	3.00%	=	\$52.08 Year 4 Avg Hourly Rate
Year 4	\$52.08	+	3.00%	=	\$53.65 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	786	=	786	Estimated Hours Year 1
Year 2		*	786	=		Estimated Hours Year 2
Year 3		*	786	=		Estimated Hours Year 3
Year 4		*	786	=		Estimated Hours Year 4
Year 5		*	786	=		Estimated Hours Year 5
Total	100%		Total	=	786	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$47.66	*	786	=	\$37,450.25	Estimated Hours Year 1
Year 2	\$49.09	*		=		Estimated Hours Year 2
Year 3	\$50.57	*		=		Estimated Hours Year 3
Year 4	\$52.08	*		=		Estimated Hours Year 4
Year 5	\$53.65	*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$37,450.25	
Direct Labor Subtotal before Escalation				=	\$37,450.25	
Estimated total of Direct Labor Salary Increase				=		Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

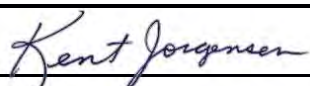
EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kent Jorgensen Title *: Corporate Broker
Signature :  Date of Certification (mm/dd/yyyy): 10/16/2019
Email: kjorgensen@interwestgrp.com Phone Number: (949) 299-5306
Address: 9300 W. Stockton Blvd., Ste. 105, Elk Grove, CA 95758

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Right of way support services, including project management, appraisal, review appraisal, acquisition, title services, escrow coordination and Right of Way Certification.

EXHIBIT 10-H COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$20,769.56	418	=	\$49.69	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.69	+	5.00%	=	\$52.17	Year 2 Avg Hourly Rate
Year 2	\$52.17	+	5.00%	=	\$54.78	Year 3 Avg Hourly Rate
Year 3	\$54.78	+	5.00%	=	\$57.52	Year 4 Avg Hourly Rate
Year 4	\$57.52	+	5.00%	=	\$60.40	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	70.00%	*	418.0	=	292.6	Estimated Hours Year 1
Year 2	30.00%	*	418.0	=	125.4	Estimated Hours Year 2
Year 3		*	418.0	=		Estimated Hours Year 3
Year 4		*	418.0	=		Estimated Hours Year 4
Year 5		*	418.0	=		Estimated Hours Year 5
Total	100%		Total	=	418.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.69	*	292.6	=	\$14,538.69	Estimated Hours Year 1
Year 2	\$52.17	*	125.4	=	\$6,542.41	Estimated Hours Year 2
Year 3	\$54.78	*		=		Estimated Hours Year 3
Year 4	\$57.52	*		=		Estimated Hours Year 4
Year 5	\$60.40	*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$21,081.10	
Direct Labor Subtotal before Escalation				=	\$20,769.56	
Estimated total of Direct Labor Salary Increase				=	\$311.54	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

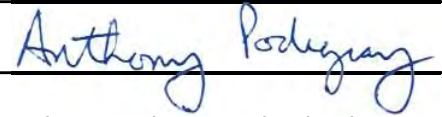
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 10/18/2019

Email: anthony.podegracz@kimley-horn.com Phone Number: 916-858-5800

Address: 555 Capital Mall, Ste. 300, Sacramento CA 95814

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

TEPA and Traffic Studies

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$50,425.00	1,278	=	\$39.46	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$39.46	+	3.00%	=	\$40.64 Year 2 Avg Hourly Rate
Year 2	\$40.64	+	3.00%	=	\$41.86 Year 3 Avg Hourly Rate
Year 3	\$41.86	+	3.00%	=	\$43.11 Year 4 Avg Hourly Rate
Year 4	\$43.11	+	3.00%	=	\$44.41 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1		*	1278.0	=		Estimated Hours Year 1
Year 2	100.00%	*	1278.0	=	1278.0	Estimated Hours Year 2
Year 3		*	1278.0	=		Estimated Hours Year 3
Year 4		*	1278.0	=		Estimated Hours Year 4
Year 5		*	1278.0	=		Estimated Hours Year 5
Total	100%		Total	=	1278.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$39.46	*		=		Estimated Hours Year 1
Year 2	\$40.64	*	1278.0	=	\$51,937.75	Estimated Hours Year 2
Year 3	\$41.86	*		=		Estimated Hours Year 3
Year 4	\$43.11	*		=		Estimated Hours Year 4
Year 5	\$44.41	*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$51,937.75	
Direct Labor Subtotal before Escalation				=	\$50,425.00	
Estimated total of Direct Labor Salary Increase				=	\$1,512.75	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

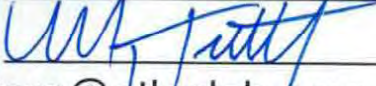
EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Marq Truscott, FASLA Title *: Principal
Signature :  Date of Certification (mm/dd/yyyy): 10/24/2019
Email: Marq@atlaslab.com Phone Number: 916-290-9375
Address: 2523 J Street, Suite 201, Sacramento CA 95816

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Landscape Architecture

LAPM 10-H4's
(IF PREVAILING WAGE ELIGIBLE
CLASSIFICATIONS IDENTIFIED ON 10-H1)

LAPM 10-K's

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Dewberry Engineers Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % OR

Home Office Rate 143.73 % and Field Office Rate (if applicable) 118.77 %

Facilities Capital Cost of Money n/a % (if applicable)

Fiscal period * 1/1/2018 - 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 258.2m on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 50.
- Years of consultant's experience with 48 CFR Part 31 is 40.
- Audit history of the consultant's current and prior years (if applicable)

☒ Cognizant ICR Audit	☒ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☒ CPA ICR Audit	☒ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Cynthia Chen
 Signature: Cynthia Chen Digitally signed by Cynthia Chen
Date: 2019.10.22 17:20:25 -04'00'
 Email**: cchen@dewberry.com

Title**: Chief Financial Officer
 Date of Certification (mm/dd/yyyy): 10/22/2019
 Phone Number**: 703-849-0409

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: BRG ENGINEERING

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 150 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/18 to 12/31/18

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$584662 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2.
- Years of consultant's experience with 48 CFR Part 31 is 8.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☒ CPA ICR Audit	☐ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Noel J. Suan

Title**: Principal

Signature: 

Date of Certification (mm/dd/yyyy): 10/08/2019

Email**: nsuan@brgeng.net

Phone Number**: (916) 566-1166, ext.101

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Parikh Consultants, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 175.73 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) NA %

Facilities Capital Cost of Money NA % (if applicable)

Fiscal period * 02/01/2018 - 01/31/2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

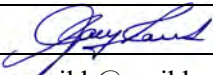
- Total participation amount \$ 11,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is one.
- Years of consultant's experience with 48 CFR Part 31 is 26 years
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☒ Caltrans ICR Audit
☒ CPA ICR Audit	☐ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Gary Parikh

Title**: Principal In-Charge

Signature: 

Date of Certification (mm/dd/yyyy): 10/01/2019

Email**: gparikh@parikhnet.com

Phone Number**: (408) 452-9000

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: UNICO Engineering INC.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate 137.19 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2018 - 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 5,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 5.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☐ CPA ICR Audit	☐ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Cesar Montes de Oca

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 07/1/2019

Email**: cesar@unicoengineering.com

Phone Number**: 916-900-6623

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Y&C Transportation Consultants, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 87.42 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/2018 - 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

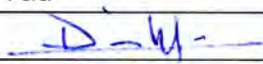
All A&E Contract Information:

- Total participation amount \$ 4,358,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 22.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☐ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Daniel Yau

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 10/10/2019

Email**: dyau@yctransportation.com

Phone Number**: (916) 366-8000 x 305

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Interwest Consulting Group Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 84.41 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * Jan 1, 2018 to December 31, 2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 3,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 4.
- Years of consultant's experience with 48 CFR Part 31 is 7.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☒ CPA ICR Audit	☐ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Kent Jorgensen

Title**: Corporate Broker and Director of Real Estate Services

Signature: 

Date of Certification (mm/dd/yyyy): 9/24/2019

Email**: kjorgensen@interwestgrp.com

Phone Number**: (949) 299-5306

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Kimley-Horn and Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 194.28 % **OR**

Home Office Rate 193.59 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money 0.69 % (if applicable)

Fiscal period * 1/1/2018 to 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

ATTACHMENT 2

Contract No. 2020-7

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

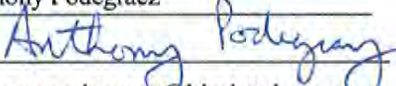
All A&E Contract Information:

- Total participation amount \$ 180.8M _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 50.
- Years of consultant's experience with 48 CFR Part 31 is 20.
- Audit history of the consultant's current and prior years (if applicable)
 - ☒ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
 - ☒ CPA ICR Audit ☒ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Anthony Podegracz

Title**: Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 10/17/19

Email**: anthony.podegracz@kimley-horn.com

Phone Number**: 619-234-9411

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

SAFE HARBOR RATE CERTIFICATION



**SAFE HARBOR RATE
CONSULTANT CERTIFICATION OF ELIGIBILITY;
CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM**

Consultant Firm Name: Western Properties, Inc., dba InContext

Local Agency (if applicable): City of Rancho Cordova

Contract # (if applicable): _____

Federal Project #: _____

Contract Total: \$ _____

For Subconsultants - estimated % of work to be performed: _____%

Safe Harbor Rate (Indirect Cost Rate): **110%**

CERTIFICATION OF ELIGIBILITY:

I, the undersigned, certify that I am eligible to use the safe harbor indirect cost rate as I:

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant indirect cost rate (ICR).

OR

1. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate
2. Am not a Prime Consultant on a Caltrans' contract $\geq$ \$3.5M OR Local Government contract $\geq$ \$1M, regardless of the participation amount.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

* Consultant Certification Signature: Trish Fernandez
(Sign in blue ink only)

Digitally signed by Trish Fernandez
DN: cn=Trish Fernandez, o=Western Properties, Inc., ou=InContext, email=trishfernandez@incontext.co, c=US
Date: 2019.10.10 11:28:35 -0700

Consultant Certifying (Print): Western Properties, Inc., dba InContext

Name: Trish Fernandez

Title: President/CEO

Consultant Contact Information:

Email: tfernandez@incontext.co

Phone: 916.241.9285

Business Mailing Address: 4070 Bridge Street, #7
Fair Oaks, CA 95628

Date of Certification: 10/10/2019

*An executive or financial officer of the contractor's organization who has authority to represent the financial information utilized to establish the proposal submitted in conjunction with the contract.

ALSO REQUIRED IF PARTICIPATING ON A CALTRANS' CONTRACT

Attach a copy of your completed:

Safe Harbor Rate Questionnaire for Evaluating Consultant's Financial Management System

Safe Harbor Rate
Questionnaire for Evaluating Consultant's Financial Management System

Consultant Name: Western Properties, Inc., dba InContext

Headquarter Address: 4070 Bridge Street, #7
Fair Oaks, CA 95628

Location of Accounting Records: same as above

Name: Trish Fernandez Title: President/CEO

Email: tfernandez@incontext.co Phone: 916.241.9285

Mailing Address: same as above

To be eligible for a Safe Harbor Rate the Consultant's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR Part 31.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. If additional space is required, please attach a separate sheet and refer to items being answered by number.

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition)

Definition of Terms:

Direct cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives. (48 CFR Part 31.202)

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

Has the Company developed an indirect cost rate in the past?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an ICR Schedule.

Is the Company a Prime Consultant on a Caltrans' contract $\geq$ \$3.5M OR Local Government contract $\geq$ \$1M, regardless of the participation amount?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an **Audited** ICR Report.

1. What form of business entity is the Company?

☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☒ S Corporation

Other _____

2. What types of services will the Company provide for this contract? (Select all that apply.)

☐ Architectural and Engineering services

☐ Program Management

☐ Preliminary Engineering

☐ Design Engineering

☐ Surveying

☐ Feasibility Studies

☐ Mapping or Architectural related services

☒ Other Archaeological

3. Does the Company have prior government contracting experience? Yes ☒ No ☐

4. Does the general ledger contain separate direct and indirect accounts for the following?

• Labor Yes ☒ No ☐

• Non-Labor Yes ☒ No ☐

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

5. Do you have written policies on the following cost categories?

• Accounting Yes ☒ No ☐

• Overtime Yes ☒ No ☐

• Billing Yes ☒ No ☐

• Direct/Indirect Expenses Yes ☒ No ☐

• Timesheet Preparation Yes ☒ No ☐

• Prevailing Wage Yes ☒ No ☐

6. What types of employee status will the Company provide for this contract?

☒ Non-exempt ☐ Exempt-salaried ☒ Exempt-hourly ☐ Contract Employee

Other _____

7. Premium Overtime. Does the Company pay overtime at a premium to any employees?

Yes ☒ No ☐

If yes, answer questions below. If no, continue to question 8.

- What premium rate is paid for Non-Exempt employees:

☐ Time-and-a-half and double-time ☒ Straight rate

Other (Please explain) _____

- What premium rate is paid for Exempt-Hourly employees:

☒ Time-and-a-half and double-time ☐ Straight rate

Other (Please explain) _____

- How is premium overtime accounted for and billed?

☒ As part of Direct Labor (overhead is applied) ☐ As an indirect labor cost (included in the indirect cost rate and not directly billed)

☐ As an Other Direct Cost (no overhead applied)

☐ Other _____
(Please explain)

8. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with reporting codes?

Yes ☒ No ☐

9. Are contracts/projects assigned a unique identification/project number in your accounting system?

Yes ☒ No ☐

10. Besides labor, does the Company normally bill/invoice the following as direct contract/project costs? (Select all that apply.)

☒ Vehicle

☒ Shipping

☐ Computer/CADD

☒ Lab

☒ Printing

☒ Travel

☒ Specialty Equipment
(List Below)

☒ Other (List Below)

GPS, Metal Detector

All above billed only if and when specifically
used for a project deliverable or fieldwork.

10a. Is Vehicle normally billed/invoiced as a direct contract/project costs? Yes ☒ No ☐

- Are mileage logs maintained for all vehicles? If "No," please explain below.

Explanation: Yes

- What is the recovery/billing rate used for Company or personal vehicle mileage reimbursement?

\$ 0.58 per mile

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name: Trish Fernandez

Signature: Trish Fernandez
(Sign in blue ink only)

Digitally signed by Trish Fernandez
DN: cn=Trish Fernandez, o=Western Properties, Inc., email=trishfernandez@wcontact.co, c=US
Date: 2019.10.10 11:26:57 -0700

Title: President/CEO

Date Completed: 10/10/2019

* Consultant Certification Signature:
(Sign in blue ink only)



Consultant Certifying (Print):

Atlas Lab Inc.

Name: Marq Truscott, FASLA

Title: Principal

Consultant Contact Information:

Email: marq@atlaslab.com

Phone: 916-290-9375

Business Mailing Address: 2523 J Street, Suite 201

Sacramento CA 95816

Date of Certification: October 24, 2019

*An executive or financial officer of the contractor's organization who has authority to represent the financial information utilized to establish the proposal submitted in conjunction with the contract.

ALSO REQUIRED IF PARTICIPATING ON A CALTRANS' CONTRACT

Attach a copy of your completed:

Safe Harbor Rate Questionnaire for Evaluating Consultant's Financial Management System

Safe Harbor Rate
Questionnaire for Evaluating Consultant's Financial Management System

Consultant Name: Atlas Lab Inc.

Headquarter Address: 2523 J Street, Suite 201
Sacramento CA 95816

Location of Accounting Records: On File - 2523 J Street, Sacramento CA 95816

Name: Kimberly Garza Title: President

Email: Kimberly@atlaslab.com Phone: 916-290-9366

Mailing Address: 2523 J Street, Suite 201
Sacramento CA 95816

To be eligible for a Safe Harbor Rate the Consultant's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR Part 31.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. If additional space is required, please attach a separate sheet and refer to items being answered by number.

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition)

Definition of Terms:

Direct cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives. (48 CFR Part 31.202)
Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

ATTACHMENT 2
Contract No. 2020-7

Has the Company developed an indirect cost rate in the past?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an ICR Schedule.

Is the Company a Prime Consultant on a Caltrans' contract $\geq$ \$3.5M OR Local Government contract $\geq$ \$1M, regardless of the participation amount?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an **Audited** ICR Report.

1. What form of business entity is the Company?

☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☒ S Corporation

Other _____

2. What types of services will the Company provide for this contract? (Select all that apply.)

☒ Architectural and Engineering services	☐ Program Management
☐ Preliminary Engineering	☐ Design Engineering
☐ Surveying	☐ Feasibility Studies
☐ Mapping or Architectural related services	☐ Other _____

3. Does the Company have prior government contracting experience? Yes ☒ No ☐

4. Does the general ledger contain separate direct and indirect accounts for the following?

• Labor Yes ☐ No ☒ • Non-Labor Yes ☐ No ☒

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

5. Do you have written policies on the following cost categories?

• Accounting	Yes ☒ No ☐	• Overtime	Yes ☒ No ☐
• Billing	Yes ☒ No ☐	• Direct/Indirect Expenses	Yes ☐ No ☒
• Timesheet Preparation	Yes ☒ No ☐	• Prevailing Wage	Yes ☐ No ☒

6. What types of employee status will the Company provide for this contract?

☒ Non-exempt ☒ Exempt-salaried ☐ Exempt-hourly ☐ Contract Employee

Other _____

7. Premium Overtime. Does the Company pay overtime at a premium to any employees?

Yes ☒ No ☐

If yes, answer questions below. If no, continue to question 8.

- What premium rate is paid for Non-Exempt employees:

☒ Time-and-a-half and double-time ☐ Straight rate

Other (Please explain) _____

- What premium rate is paid for Exempt-Hourly employees:

☐ Time-and-a-half and double-time ☒ Straight rate

Other (Please explain) _____

- How is premium overtime accounted for and billed?

☐ As part of Direct Labor (overhead is applied) ☐ As an indirect labor cost (included in the indirect cost rate and not directly billed)

☒ As an Other Direct Cost (no overhead applied) ☐ Other _____
(Please explain)

8. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with reporting codes? Yes ☐ No ☒

9. Are contracts/projects assigned a unique identification/project number in your accounting system?

Yes ☒ No ☐

10. Besides labor, does the Company normally bill/invoice the following as direct contract/project costs? (Select all that apply.)

☐ Vehicle

☐ Shipping

☐ Computer/CADD

☐ Lab

☐ Printing

☐ Travel

☐ Specialty Equipment
(List Below)

☐ Other (List Below)

10a. Is Vehicle normally billed/invoiced as a direct contract/project costs? Yes ☐ No ☒

- Are mileage logs maintained for all vehicles? If "No," please explain below.

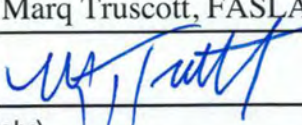
Explanation: _____

- What is the recovery/billing rate used for Company or personal vehicle mileage reimbursement?

\$_____ per mile

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name: Marq Truscott, FASLA

Signature: 
(Sign in blue ink only)

Title: Principal

Date Completed: October 24, 2019

Form W-9 (Rev. September 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

YEAR	Withholding Exemption Certificate	CALIFORNIA FORM
2010	(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)	590
File this form with your withholding agent. (Please type or print)		
Withholding agent's name _____		

Vendor/Payee's name _____	Vendor/Payee's ☐ SSN or ITIN ☐ SOS file no. ☐ CA corp. no. ☐ FEIN
Address (number and street, PO Box, or PMB no.) _____	
Apt. no./ Ste. no. _____	
City _____	State _____ ZIP Code _____

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

- ☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.
- ☐ **Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.
- ☐ **Partnerships or Limited Liability Companies (LLC):**
The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a Limited Liability Partnership (LLP) is treated like any other partnership.
- ☐ **Tax-Exempt Entities:**
The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- ☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- ☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.
- ☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.
- ☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

What's New

Backup Withholding – For taxable years beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for backup withholding.

Military Spouse Residency Relief Act (MSRRA) – The MSRRA amended the federal Servicemembers Civil Relief Act. For taxable years beginning on or after January 1, 2009, a nonmilitary spouse of a military servicemember shall neither lose nor acquire a residence or domicile for purposes of taxation by reason of being absent from or present in California to be with the servicemember serving in compliance with the servicemember's military orders if the servicemember and spouse have the same domicile. Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California. For additional information, get FTB Pub. 1032, Tax Information for Military Personnel.

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box – Include the Private Mail Box (PMB) in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. Do not abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding

requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should direct their calls to the California Employment Development Department (EDD) at 888.745.3886 or go to www.edd.ca.gov.

Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, not Form 590.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties for the right to use natural resources located in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding and waiver requests, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

C Who can Execute this Form

Form 590 can be executed by the entity or individual listed on this form.

If an entertainer (a person or a business entity) is paid for a performance, the entertainer's information must be provided. Do not submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a grantor

trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who Is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. However, under newly enacted MSRRA, if a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders

- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders

Domicile is defined as the one place:

- Where you maintain a true, fixed and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032, Tax Information for Military Personnel.

F What Is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- The individual vendor/payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900
916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

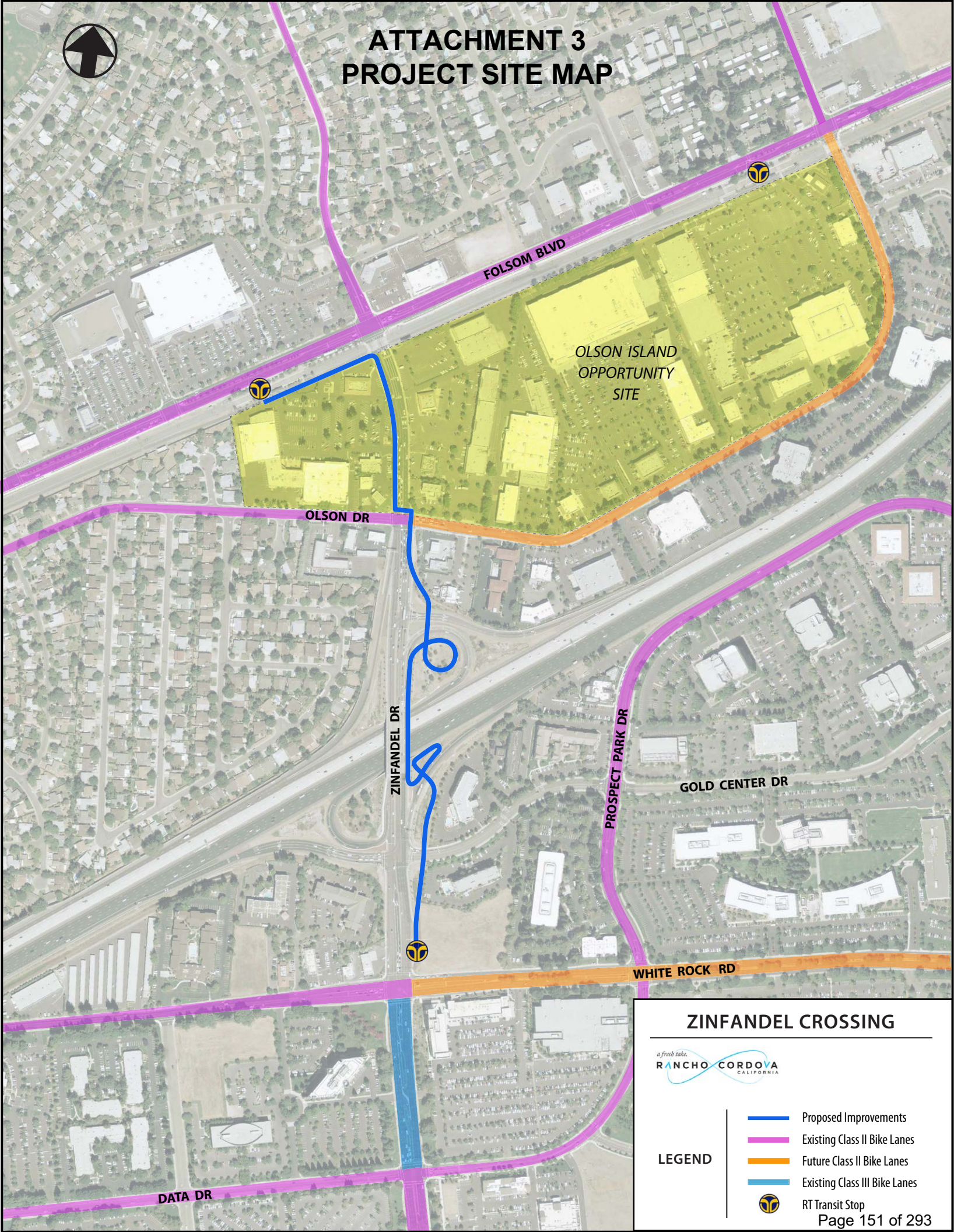
Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla



ATTACHMENT 3 PROJECT SITE MAP



OLSON ISLAND
OPPORTUNITY
SITE

OLSON DR

ZINFANDEL DR

PROSPECT PARK DR

GOLD CENTER DR

WHITE ROCK RD

DATA DR

ZINFANDEL CROSSING

a fresh take.
RANCHO CORDOVA
CALIFORNIA

LEGEND

- Proposed Improvements
- Existing Class II Bike Lanes
- Future Class II Bike Lanes
- Existing Class III Bike Lanes
- RT Transit Stop



MEMORANDUM



DATE: February 18, 2020
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **SUNCREEK OPERATIONAL AGREEMENT FOR CROSS-JURISDICTIONAL TRANSPORTATION COOPERATION AND IMPROVEMENT FUNDING.**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute the SunCreek Operational Agreement. The agreement identifies cross-jurisdictional transportation cooperation and improvement funding between the City and Sacramento County.

BACKGROUND

Several land development projects are being planned in areas adjoining the City and County jurisdictions. Future commercial, industrial and residential development may have significant impacts on the existing transportation infrastructure. These roadway impacts and the resulting mitigation measures are generally identified in the California Environmental Quality Act (CEQA) requirements for each project. Depending on the proximity of the project relative to a neighboring jurisdiction and the traffic network adjoining the project, it is common that the CEQA mitigations of a project can include roadway improvements that are entirely within the adjacent jurisdiction.

Prior to 2015, the City and County did not have a formal process to discuss, plan, or potentially collect funds for development impacts and associated CEQA mitigations that are a result of development in a neighboring jurisdiction. The City and County determined that development of a formal Agreement would be beneficial to enable the two jurisdictions to jointly participate on a fair share basis to address and mitigate cross jurisdictional transportation impacts.

On May 5, 2015 and on June 1, 2015, respectively, the County Board of Supervisors and the City Council took actions to authorize the execution of a Reciprocal Funding Agreement (RFA) between the City and County. The RFA, executed on June 10, 2015, formalized an agreement that required development projects in each party's jurisdiction to participate, on a fair share basis, in funding the associated improvements needed to mitigate the significant cross

jurisdictional transportation impacts.

A Master Operational Agreement (Master OA) was then executed by the City and County on November 10, 2015 that provided a mutual understanding of the responsibilities, obligations, duties, and financial mechanisms to implement the intent and provisions of the RFA. The Master OA between the City and County is used as a guideline for both jurisdictions to prepare project specific operational agreements on an as needed basis for future neighboring development projects having cross jurisdictional CEQA impacts in either jurisdiction.

In the fall of 2019, City and County staff worked together with the SunCreek owner's group to prepare the SunCreek Operational Agreement (SunCreek OA) that would be consistent with the direction provided in the 2015 RFA and Master OA. The SunCreek OA identifies the specific improvements and costs of the CEQA impacts and mitigations resulting from the SunCreek Project that are subject to the RFA. The SunCreek OA will enable the City to collect fees, on behalf of the County, for impacts that the SunCreek development imposes on specific roadway segments located within the County.

FISCAL IMPACT AND FUNDING SOURCE

The recommended actions will have no direct fiscal impact to the City's general fund. Future funds that the City or County may collect and disperse will come directly from new development and will be utilized to support the implementation of specific transportation improvements. The agreed upon cost share for the SunCreek Development, identified in Attachment 2, includes five projects at a cost of \$1.78 million.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2020-6
3. SunCreek Contract No. 158-2015 with Fair Share Tables

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE SUNCREEK
OPERATIONAL AGREEMENT NO. 2020-6 WITH THE COUNTY OF SACRAMENTO**

WHEREAS, the City of Rancho Cordova and the County of Sacramento entered into a Reciprocal Funding Agreement (RFA) dated June 10, 2015 that provides a general framework to advance cross-jurisdictional cooperation regarding transportation infrastructure requirements; and

WHEREAS, City and County staff have determined that development of a formal Agreement, would enable the two jurisdictions to jointly participate on a fair share basis to address and mitigate cross jurisdictional transportation impacts, would be beneficial to both the City and County; and

WHEREAS, the purpose of the RFA is for the City and County to mutually agree that projects in each party's jurisdiction is required to participate on a fair share basis in funding the associated improvements needed to mitigate the significant cross jurisdictional transportation projects; and

WHEREAS, consistent with the direction provided in the RFA, City and County have entered into a Master Operational Agreement (Master OA) dated November 10, 2015, City Contract No. 158-2015 that is intended as a guide for supplemental project specific Operational Agreements; and

WHEREAS, the Master OA between the City and County will be used by both jurisdictions to prepare project specific operational agreements on an as needed basis for future neighboring development projects having cross jurisdictional CEQA impacts in either jurisdiction; and

WHEREAS, the SunCreek OA will enable the City to collect fees, on behalf of the County, for impacts that the SunCreek development imposes on specific roadway segments located within the County.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute the SunCreek Operational Agreement between the County of Sacramento and the City, Contract No. 2020-6 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th

ATTACHMENT 1

day of February 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David M. Sander, Mayor

County Contract No. 81557

City Contract No. 2020-6

**SUNCREEK OPERATIONAL AGREEMENT AND SUPPLEMENT
TO THE MASTER OPERATIONAL AGREEMENT
FOR CROSS JURISDICTIONAL ROADWAY IMPACTS BETWEEN
THE COUNTY OF SACRAMENTO
AND
THE CITY OF RANCHO CORDOVA**

This SUNCREEK OPERATIONAL AGREEMENT FOR CROSS JURISDICTIONAL ROADWAY IMPACTS ("SunCreek OA") is made and executed this ____ day of _____ 2019 by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, ("County") and the CITY OF RANCHO CORDOVA, a municipal corporation of the State of California ("City"). Collectively, the County and City may be referred to as the Parties. Individually, the County and City may be referred to as a Party.

RECITALS

WHEREAS, On June 10, 2015, City and County entered into a Reciprocal Funding Agreement ("RFA") to address cross jurisdictional transportation impacts between City and County; and

WHEREAS, The RFA states that Parties agree to fund on a fair share basis those California Environmental Quality Act ("CEQA") identified impacts from a Party's land development projects on the transportation infrastructure located entirely within the other Party's jurisdiction ("Cross Jurisdictional Roadway Impacts"); and

WHEREAS, The RFA states that the Parties agree to work together to develop an operational agreement specific to a Party's land development projects that result in Cross Jurisdictional Roadway Impacts; and

WHEREAS, the Parties have executed a Master Operational Agreement For Cross Jurisdictional Roadway Impacts ("MOA"), attached hereto and incorporated herein as Attachment 2, and intend for this SunCreek OA to be a supplement to said MOA; and

WHEREAS, The MOA requires that a project specific Operational Agreement shall be approved by both County and City for land development projects that have Cross Jurisdictional Roadway Impacts;

WHEREAS, City has approved and certified a Final Environmental Impact Report ("Final EIR") for the SunCreek project (the "Project") which has identified impacts and mitigation measures to transportation infrastructure located entirely within the jurisdiction of County.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and City agree as follows:

1. Parties agree that Attachment 1 of this SunCreek OA defines the location, the specific improvements being funded ("Improvements"), the total estimated cost of the Improvements, the calculation to determine the fair share responsibility for the Improvements, the fair share percentage for each Improvement, and the net cost to be funded by the SunCreek project for the purpose of mitigating Cross Jurisdictional Roadway Impacts ("the Funding Requirement").
2. Parties agree that the Funding Requirement as defined in Attachment 1 shall be included and financed in accordance with the SunCreek Specific Plan Public Facilities Financing Plan ("PFFP"). The PFFP provides that transportation mitigation improvements will be financed through the SunCreek Special Financing District ("SunCreek SFD") and the City Transportation Development Impact Fee Program ("TDIF"), among other potential revenue sources. Collectively, the SunCreek SFD, TDIF and any other potential revenue source identified in the PFFP is herein referred to as the "Financing Mechanism". The amount of the Funding Requirement shall be adjusted over time according to an appropriate cost escalation factor as set forth in the approved Financing Mechanism. A Party approving a Project with Cross Jurisdictional Roadway Impacts may amend the Funding Requirement if its legislative body approves substitute mitigation measures pursuant to CEQA and such change in mitigation affects the original mitigation cost assumptions. Any amendments to the Funding Requirement of either Party shall only be effective upon an amendment to this Agreement or Attachment 1 signed by both Parties.
3. The process, procedures, stipulations, and exceptions for collecting, managing and distributing the funds under this Agreement shall be pursuant to the Master Operational Agreement, this SunCreek OA, the PFFP and the approved Financing Mechanism.
 - (a) Funds collected by City shall be deposited in an interest-bearing account until disbursed as set forth below. Interest earned in any such account shall, along with the principal, be allocated for mitigation of cross-jurisdictional transportation impacts, although interest shall not be treated as offsetting any portion of a City's fair share obligation. City shall notify County in writing within thirty (30) days of receiving a deposit of funds under this Agreement.
 - (b) One year after the execution of this SunCreek OA, and annually thereafter, the Parties shall meet, consult and review the status of the Funding Requirement, including status of fee collection under the Funding Mechanism. At that time, County may request, in writing, that City transfer whatever fair share funds it has collected up to that point to a designated County account. City shall release the available net fair share amount no later than sixty (60) calendar days after receipt of County's written request.
 - (c) City shall not be required to distribute or disburse any amount of funds that have not yet been collected, due to the fact that development of the Project has not commenced or advanced to a point where additional fees have been collected. At any given time, City is responsible only for the funds collected to date through the approved funding mechanism

Attachment 1
County Contract No. 81557
City Contract No. 2020-6

and gives no assurance that the full Funding Requirement other than the amount collected to date will be available to County.

(d) City shall maintain an accounting of fair share fees disbursed to County and the net Funding Requirement that remains following transfer of said funds. City shall provide such accounting to County upon request, within a reasonable time.

(e) County shall appropriate fair share funds received from City only for design, engineering, construction and/or environmental review of the Improvements identified in Attachment 1. These restrictions shall not apply to interest earned on the funds.

(f) The obligation of a Party under the RFA, the MOA and this SunCreek OA to pay a fair share towards the construction of an Improvement or Improvements within the boundaries of the other Party shall remain enforceable even if the impacted Party elects to construct the Improvement or Improvements with other available funds before the fair share payment(s) are made or become available.

(g) Where an Improvement is constructed by another developer pursuant to a credit-reimbursement agreement, the fair share amount allocable to that Improvement under this SunCreek OA shall remain due, enforceable and payable to the developer, if reimbursement is due under the subject credit-reimbursement agreement.

(h) During each annual review meeting required under subdivision (a), above, County shall update City on the status of planning, designing, funding and constructing each Improvement identified in Attachment 1.

4. In the event a developer fails to complete a project and City collects on payment or performance bonds, City shall, when feasible, allocate the fair share amount owed to County for any Improvements already planned, designed, or constructed under this Agreement.

5. County hereby authorizes City to collect fees on behalf of County for Cross Jurisdictional Roadway Impacts arising from the SunCreek development within the County.

6. This SunCreek OA may be amended in writing and signed by both Parties.

7. The waiver of any breach of a specific provision of this SunCreek OA by either Party does not constitute a waiver of any other breach of that term or any other term of this Agreement.

8. In the event of a dispute related to the performance of this SunCreek OA, the Parties agree to make all reasonable efforts to resolve them in a timely fashion, prior to seeking

ATTACHMENT 2

Attachment 1

County Contract No. 81557

City Contract No. 2020-6

any legal remedy, that does not substantially impact the completion of construction of improvements related to this SunCreek OA.

9. If a court of competent jurisdiction finds or rules that any provision of this SunCreek OA is invalid, void, or unenforceable, the provisions of this OA not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this SunCreek OA shall not void or affect the validity of any other provision of this OA.

IN WITNESS WHEREOF this Agreement is executed and agreed to by the following, as of the last date set forth below.

COUNTY OF SACRAMENTO, a political subdivision of the State of California	CITY OF RANCHO CORDOVA a California municipal corporation
By: <u>Ron E. Vicari</u> Ron E. Vicari, Director Department of Transportation Agreement approved by the Board of Supervisors with authority delegated to the Director to sign: Agenda Date: <u>1-14-2020</u> Item Number: <u>30</u> Resolution Number: <u>99-0327</u>	By: _____ Cyrus Abhar, City Manager Agreement approved by the City Council with Authority delegated to the City Manager to sign: Agenda Date: _____ Item Number: _____ Resolution Number: _____
Reviewed and Approved by County Counsel By: <u>Katrina G. Nelson</u> Katrina G. Nelson, Deputy County Counsel	Reviewed and Approved by City Attorney By: _____ Adam U. Lindgren, City Attorney

ATTACHMENT 2

Attachment 2
County Contract No. 81557
City Contract No. 2020-69

The City, County and SunCreek developer have agreed to the following cost shares:

A	B	C	D	E	F	G	H
<i>SunCreek EIR Mitigation Items Fully within County</i>	<i>Location of EIR Mitigation</i>	<i>County Project IDs from SCTDF¹</i>	<i>Notes</i>	<i>SunCreek SCTDF Cumulative Fair Share %²</i>	<i>County Fee Program Project Cost</i>	<i>County Fee Program Project Cost less mitigation (mitigation amount)</i>	<i>City Cost Share = Column E x G</i>
	Intersections:						
3.15-1a	SR 16/Excelsior Road	45 (page 1052)		1.25%	\$12,167,750	\$11,936,750 (\$231,000)	\$149,209
3.15-1b	SR 16/ Eagles Nest Road	60 (page 1063)		2.44%	\$5,100,210	\$5,010,810 (\$89,400)	\$122,264
3.15-1e	Florin Road/Sunrise Blvd.	71 (page 1071)		4.83%	\$2,451,400	\$2,414,400 (37,000)	\$116,616
3.15-1m	Grant Line Road/ White Rock Road		This mitigation has been constructed; excluded from cost sharing				
3.15-1o	Eagles Nest Road/ Douglas Road		This mitigation has been constructed; excluded from cost sharing				
	Roadway Segments:						
3.15-1q	Mather Blvd, Femoyer Street to Douglas Road	422 (page 958)	Mather Blvd. was impacted, but Zinfandel Extension and Widening was identified as mitigation.	6.05%	\$10,510,625	\$10,298.125	\$623,037
3.15-1r	Douglas Road, Mather Blvd. to Sunrise Blvd.	67 (page 236)	Includes segment portion within County only.	7.36%	\$10,727,380	\$10,509,980	\$773,535
Total City Cost:							\$1,784,660

Notes:

¹ Project identification numbers and associated project costs are taken from the County of Sacramento's Nexus Study for its Sacramento County Transportation Development Fee (SCTDF)/Transit Impact Fee (TIF) Program, 2019 Update ("Nexus Study"). This column provides Intersection and Roadway Segment project numbers for those costs along with a page number reference from Appendix 1, "Roadway Cost Estimates," of the Nexus Study.

² SunCreek fair share percentages are taken from the cumulative model run contained in the Nexus Study. This information is provided in the table attached hereto and incorporated herein as Attachment 3. The travel demand percentages provided in the SCTDF cumulative scenarios in Attachment 3 exclude existing traffic and are based on growth only.

ATTACHMENT 2

Attachment 1

County Contract No. 81557

City Contract No. _____

The traffic studies supporting each of the County's master planned developments along Jackson Highway — i.e., Jackson Township Specific Plan, West Jackson Highway Master Plan, NewBridge Specific Plan, and Mather South Community Master Plan — provide cumulative fair share travel demand calculations for each of these developments, which are located in the eastern portion of the unincorporated County, as well as for development projects within the Cities of Rancho Cordova and Folsom. These fair share travel demand percentages were applied to the ultimate SCTDF/TIF Program costs for intersections and roadway segments that correlate with the locations of SunCreek mitigation requirements contained the SunCreek Specific Plan Project Final EIR/EIS dated October 2013 that are fully within the County.

Attachment 3

County Contract No. _____
City Contract No. 158-2015

Master Operational Agreement

**MASTER OPERATIONAL AGREEMENT
FOR CROSS JURISDICTIONAL ROADWAY IMPACTS BETWEEN
THE COUNTY OF SACRAMENTO
AND
THE CITY OF RANCHO CORDOVA**

This MASTER OPERATIONAL AGREEMENT FOR CROSS JURISDICTIONAL ROADWAY IMPACTS ("MOA") is made and executed this 10th day of November 2015 by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, ("County") and the CITY OF RANCHO CORDOVA, a municipal corporation of the State of California ("City"). Collectively, the County and City may be referred to as "the Parties". Individually, the County and City may be referred to as a "Party".

RECITALS

WHEREAS, On May 5, 2015, County approved a Reciprocal Funding Agreement ("RFA") with City to address cross jurisdictional transportation impacts between County and City; and

WHEREAS, On June 1, 2015, City approved a RFA with County to address cross jurisdictional transportation impacts between City and County; and

WHEREAS, The RFA states that Parties agree to fund improvements on a fair share basis to mitigate those California Environmental Quality Act ("CEQA") identified significant impacts from a Party's land development projects on the transportation infrastructure located entirely within the other Party's jurisdiction ("Cross Jurisdictional Roadway Impacts"); and

WHEREAS, The RFA states that the Parties agree to work together to develop an Operational Agreement ("OA") specific to a Party's land development projects that result in Cross Jurisdictional Roadway Impacts.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and City agree as follows:

1. Parties agree that this MOA shall provide the understanding of the responsibilities, obligations, duties, and financial mechanisms to implement the intent and provisions of the RFA. Parties also agree that for land development projects ("Projects") that have Cross Jurisdictional Roadway Impacts, that a Project specific OA shall be approved by Parties as a supplement to this MOA.
2. A Project Specific OA shall identify the following:
 - a. The Cross Jurisdictional Roadway Impact transportation improvements ("Improvements"), including a detailed summary of the Improvements and

estimated total cost to implement the Improvements ("Total Cost"). Total Cost includes design, engineering, construction and environmental review (but not mitigation costs).

- b. The calculation to determine the fair share responsibility for the Improvements.
 - c. The fair share funding contribution for each of the Improvements (the "Funding Requirement"), which is the Total Cost multiplied by the fair share percentage.
 - d. The funding mechanism to collect the Funding Requirement.
 - e. The process, procedures, stipulations, and exceptions for collecting, managing and distributing the Funding Requirement.
3. Parties are encouraged to coordinate and collaborate on identifying transportation-related impacts of public and private land development projects and transportation capital improvement projects that may have an impact on the transportation infrastructure located within the other Party's jurisdiction. Coordination and collaboration should be prompt and early in the development process so as to allow Parties an opportunity to provide timely and appropriate input on Projects during all phases of Project development and implementation. Phases of Project development include notice of preparation, notice of intent, scope and study area of traffic study, notice of environmental document, public meetings including scoping, public workshop, community meetings, Planning Commission, City Council, and Board of Supervisors meetings. Notwithstanding the foregoing, this provision shall not require either Party to disclose to the other Party the contents of an Administrative Draft Environmental Impact Report. Nor shall this provision require any particular result, action, finding or conclusion by the Party that is the lead agency for a Project.
 4. Parties agree that, where the lead agency determines a Project will result in or contribute to significant Cross Jurisdictional Roadway Impacts, an appropriate funding requirement shall be imposed and funding mechanism created by the appropriate jurisdiction for financing the Project's Funding Requirement. The amount of the Funding Requirement shall be adjusted over time according to an appropriate cost adjustment factor (e.g., ENR rate, Caltrans rate) as set forth in the approved funding mechanism. A Party approving a Project with cross-jurisdictional impacts may amend the Funding Requirement if its legislative body approves substitute mitigation pursuant to CEQA and such change in mitigation affects the original mitigation cost assumptions.
 5. Parties agree that the Funding Requirement shall only be used for the Improvements identified in the Project specific OA. Each Party acknowledges it will make its best efforts to construct those specific roadway improvements as soon as possible when funds are received from the County.
 6. Parties agree that the funds collected through a particular funding mechanism pursuant to this Agreement by a Party for the benefit of the other Party will be held in a special interest-bearing fund. Interest earned in any such fund shall, along with the principal, be allocated for mitigation of cross-jurisdictional transportation impacts, although interest shall not be treated as offsetting any portion of a Party's fair share obligation. The

Attachment
 County Contract No.
 City Contract No. 158-2015

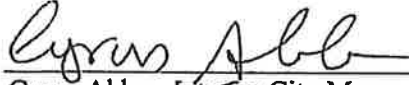
Funding Requirement shall be collected and distributed for the express purpose of mitigating the Cross Jurisdictional Roadway Impacts. Under no circumstance shall a Party be required to distribute or disperse an amount that has not been collected, due to the fact that development of the project has not yet commenced. At any given time, a Party is only responsible for the funds collected to date through the approved funding mechanism and makes no promise that the full Funding Requirement other than the amount collected to date is available to the other Party.

7. Distribution of collected funds shall be consistent with the process, procedures, stipulations, and exceptions of the Project specific OA. Funds distributed pursuant to the RFA and this MOA shall be expended only upon improvements specifically identified in the Project specific OA.
8. The fair share calculations shall be based on an appropriate traffic modeling study consistent with an approved Sacramento Area Council of Governments ("SACOG") traffic modeling software, process and procedures. The fair share calculation shall also be based on a cumulative scenario both with and without the Project.
9. The obligation of a Party under the RFA and this MOA to pay a fair share towards the construction of an Improvement or Improvements within the boundaries of the other Party shall remain enforceable even if the impacted Party elects to construct the Improvement or Improvements with other available funds before the fair share payment(s) are made or become available.
10. Where an Improvement is constructed by another developer pursuant to a credit-reimbursement agreement, the fair share amount allocable to that Improvement under the RFA, this MOA and the applicable Operational Agreement shall remain due, enforceable and payable to the developer, if reimbursement is due under the subject credit-reimbursement agreement.
11. This agreement may only be amended in a writing signed by both Parties.
12. Each Party that relies in whole or in part upon fair share funding from the other Party pursuant to this MOA for the design, engineering or construction of a transportation improvement shall indemnify, defend and hold the other Party harmless from and against any all claims, demands, actions, losses, liabilities, damages, and costs, including attorneys' fees, arising out of or resulting from the construction or operation of a transportation improvement funded under this MOA.

IN WITNESS WHEREOF this Agreement is executed and agreed to by the following, as of the last date set forth below.

ATTACHMENT 3

Attachment 3
County Contract No.
City Contract No. 158-2015

COUNTY OF SACRAMENTO, a political subdivision of the State of California	CITY OF RANCHO CORDOVA a California municipal corporation
By: <u></u> Michael J. Pearose, Director Department of Transportation Agreement approved by the Board of Supervisors with authority delegated to the Director to sign: Agenda Date: <u>November 10, 2015</u> Item Number: <u>29</u> Resolution Number: <u>99-0327</u>	By: <u></u> Cyrus Abhar, Interim City Manager Agreement approved by the City Council with Authority delegated to the City Manager to sign: Agenda Date: <u>11-16-15</u> Item Number: <u>B.3</u> Resolution Number: <u>134-2015</u>
Reviewed and Approved by County Counsel	Reviewed and Approved by City Attorney
By: <u></u> Krista Whitman, Supervising Deputy County Counsel	By: <u></u> Adam U. Lindgren, City Attorney



Daily Trips Using Roadway Segments - SCTDF Cumulative Scenario

Number	Roadway	Segment		Existing	Growth										Total
		From	To		Rancho Cordova - South of Douglas					Jackson Corridor Projects	Remainder of Unincorp Sae Co	Other			
					Sunridge	Suncreak	Ranch	Arboretum							
66	Douglas Rd	Mather Blvd	Zinfandel Dr	4,773	2,368	677	978	506	12,132	6,864	1,415	29,714			
67	Douglas Rd	Zinfandel Dr	Rancho Cordova Limits	9,528	8,770	3,246	3,726	1,962	9,779	13,410	3,204	53,625			
237	Jackson Rd	South Watt Ave	Hedge Ave	18,915	18	42	0	2,529	40,558	9,140	2,786	73,990			
238	Jackson Rd	Hedge Ave	Mayhew Rd	21,957	21	44	1	2,551	35,786	8,609	2,781	71,751			
240	Jackson Rd	Mayhew Rd	Bradshaw Rd	15,947	69	119	6	2,985	35,329	8,398	2,953	65,805			
241	Jackson Rd	Bradshaw Rd	Rock Creek Pkwy	13,025	94	154	12	3,145	36,680	5,022	2,813	60,945			
244	Jackson Rd	Rock Creek Pkwy	Excelsior Rd	8,069	114	235	10	3,434	25,201	4,079	2,780	43,922			
247	Jackson Rd	Excelsior Rd	Tree View Lane	11,196	388	794	181	4,994	35,939	6,904	3,600	63,998			
249	Jackson Rd	Tree View Lane	Eagles Nest Rd	8,397	481	899	205	5,484	18,880	5,766	3,600	43,713			
252	Jackson Rd	Eagles Nest Rd	Sunrise Blvd	8,538	633	1,097	250	6,207	15,761	6,408	3,600	42,494			
253	Jackson Rd	Sunrise Blvd	Grant Line Rd	13,672	779	793	3	12,138	13,088	13,603	5,132	59,207			
302	Mather Blvd	Fernoyer St	Douglas Rd	2,159	1,032	647	412	507	2,094	2,336	3,668	12,856			
363	Sunrise Blvd	Douglas Rd	Kiefer Blvd	15,336	7,593	2,131	1,120	2,060	10,190	4,703	10,634	53,768			
364	Sunrise Blvd	Kiefer Blvd	Jackson Rd	9,571	1,583	1,938	585	2,265	4,672	4,320	8,232	33,165			
408	White Rock Rd	Rancho Cordova Pkwy	Americanos Blvd	4,879	2	31	-	26	33	17,020	18,577	40,569			
409	White Rock Rd	Americanos Blvd	Grant Line Road	1,408	234	40	-	32	1,083	6,167	15,019	23,982			

SECTOR	Segment			Existing	Growth							Total
	Roadway	From	To		Rancho Cordova - South of Douglas				Jackson Corridor Projects	Remainder of Unincorp Sae Co	Other	
					Sunridge	Suncrest	Ranch	Arboretum				
66	Douglas Rd	Mather Blvd	Zinfandel Dr	16.06%	7.97%	2.28%	3.29%	1.70%	40.83%	23.10%	4.76%	100.00%
67	Douglas Rd	Zinfandel Dr	Rancho Cordova Limits	17.77%	16.35%	6.05%	6.95%	3.66%	18.24%	25.01%	5.97%	100.00%
237	Jackson Rd	South Watt Ave	Hedge Ave	25.56%	0.02%	0.06%	0.00%	3.42%	54.82%	12.35%	3.76%	100.00%
238	Jackson Rd	Hedge Ave	Mayview Rd	30.60%	0.03%	0.06%	0.00%	3.55%	49.88%	12.00%	3.88%	100.00%
240	Jackson Rd	Mayview Rd	Bradshaw Rd	24.23%	0.11%	0.18%	0.01%	4.54%	53.69%	12.76%	4.49%	100.00%
241	Jackson Rd	Bradshaw Rd	Rock Creek Pkwy	21.37%	0.15%	0.25%	0.02%	5.16%	60.19%	8.24%	4.61%	100.00%
244	Jackson Rd	Rock Creek Pkwy	Excelsior Rd	18.37%	0.26%	0.53%	0.02%	7.82%	57.38%	9.29%	6.33%	100.00%
247	Jackson Rd	Excelsior Rd	Tree View Lane	17.49%	0.61%	1.24%	0.28%	7.80%	56.16%	10.79%	5.63%	100.00%
249	Jackson Rd	Tree View Lane	Eagles Nest Rd	19.21%	1.10%	2.06%	0.47%	12.55%	43.19%	13.19%	8.24%	100.00%
252	Jackson Rd	Eagles Nest Rd	Sunrise Blvd	20.09%	1.49%	2.58%	0.59%	14.61%	37.09%	15.08%	8.47%	100.00%
253	Jackson Rd	Sunrise Blvd	Grant Line Rd	23.09%	1.32%	1.34%	0.00%	20.50%	22.10%	22.97%	8.67%	100.00%
302	Mather Blvd	Femoyer St	Douglas Rd	16.79%	8.03%	5.04%	3.21%	3.94%	16.29%	18.17%	28.53%	100.00%
363	Sunrise Blvd	Douglas Rd	Kiefer Blvd	28.52%	14.12%	3.96%	2.08%	3.83%	18.95%	8.75%	19.78%	100.00%
364	Sunrise Blvd	Kiefer Blvd	Jackson Rd	28.86%	4.77%	5.84%	1.76%	6.83%	14.09%	13.02%	24.82%	100.00%
408	White Rock Rd	Rancho Cordova Pkwy	Americanos Blvd	12.03%	0.01%	0.08%	0.00%	0.07%	0.08%	41.95%	45.79%	100.00%
409	White Rock Rd	Americanos Blvd	Grant Line Road	5.87%	0.97%	0.17%	0.00%	0.13%	4.52%	25.71%	62.63%	100.00%



Attachment 3

SEGIDN	Segment			Growth										Corridor Projects	Unincorp Sac Co	Other	Total
	Roadway	From	To	Rancho Cordova - South of Douglas			Arboretum										
				Sunridge	Suncrest	Ranch	Sunridge	Suncrest	Ranch	Arboretum							
66	Douglas Rd	Mather Blvd	Zinfandel Dr	9.49%	2.71%	3.92%	2.03%						48.64%	27.52%	5.68%	100.00%	
67	Douglas Rd	Zinfandel Dr	Rancho Cordova Limits	19.89%	7.36%	8.45%	4.45%						22.18%	30.41%	7.27%	100.00%	
237	Jackson Rd	South Watt Ave	Hedge Ave	0.03%	0.08%	0.00%	4.59%						73.64%	16.60%	5.06%	100.00%	
238	Jackson Rd	Hedge Ave	Mayhew Rd	0.04%	0.09%	0.00%	5.12%						71.87%	17.29%	5.58%	100.00%	
240	Jackson Rd	Mayhew Rd	Bradshaw Rd	0.14%	0.24%	0.01%	5.99%						70.86%	16.84%	5.92%	100.00%	
241	Jackson Rd	Bradshaw Rd	Rock Creek Pkwy	0.20%	0.32%	0.02%	6.56%						76.55%	10.48%	5.87%	100.00%	
244	Jackson Rd	Rock Creek Pkwy	Excelsior Rd	0.32%	0.65%	0.03%	9.58%						70.29%	11.38%	7.75%	100.00%	
247	Jackson Rd	Excelsior Rd	Tree View Lane	0.74%	1.50%	0.34%	9.46%						68.06%	13.08%	6.82%	100.00%	
249	Jackson Rd	Tree View Lane	Eagles Nest Rd	1.36%	2.55%	0.58%	15.53%						53.46%	16.33%	10.19%	100.00%	
252	Jackson Rd	Eagles Nest Rd	Sunrise Blvd	1.86%	3.23%	0.74%	18.28%						46.42%	18.87%	10.60%	100.00%	
253	Jackson Rd	Sunrise Blvd	Grant Line Rd	1.71%	1.74%	0.01%	26.66%						28.74%	29.87%	11.27%	100.00%	
302	Mather Blvd	Fernover St	Douglas Rd	9.65%	6.05%	3.85%	4.74%						19.58%	21.84%	34.29%	100.00%	
363	Sunrise Blvd	Douglas Rd	Kiefer Blvd	19.76%	5.55%	2.91%	5.36%						12.24%	12.24%	27.67%	100.00%	
364	Sunrise Blvd	Kiefer Blvd	Jackson Rd	6.71%	8.21%	2.48%	9.60%						18.31%	34.89%	34.89%	100.00%	
408	White Rock Rd	Rancho Cordova Pkwy	Americanos Blvd	0.01%	0.09%	0.00%	0.07%						0.90%	47.69%	52.05%	100.00%	
409	White Rock Rd	Americanos Blvd	Grant Line Road	1.03%	0.18%	0.00%	0.14%						4.80%	27.32%	66.53%	100.00%	

Daily Trips Using Roadway Intersections - SCTDF Cumulative Scenario

Table 4
PM Peak Hour Trips Using Intersection - SCTDF Cumulative Scenario

Form Peak road trips using intersection - Center - cumulative counts											
Number	Intersection		Existing	Growth						Total	
	North/South Street	East/West Street		Rancho Cordova - South of Douglas			Jackson Corridor Projects	Remainder of Unincorp Saco	Other		
				Sunridge	Suncreek	Ranch					Arboretum
1	South Watt Avenue	Jackson Road	9,489	4	13	0	529	9,766	4,894	1,519	26,215
2	Hedge Avenue	Jackson Road	4,464	5	13	0	535	7,941	1,655	511	15,123
3	Maheo Road	Jackson Road	6,496	73	65	20	628	11,953	3,674	2,533	25,443
4	Bradshaw Road	Jackson Road	5,800	22	38	5	664	11,896	3,449	1,570	23,444
5	Excelsior Road	Jackson Road	3,147	99	197	46	1,067	11,645	1,962	803	18,965
6	Eagles Nest Road	Jackson Road	2,102	122	226	52	1,241	4,985	1,458	1,171	11,357
7	Sunrise Boulevard	Jackson Road	4,538	493	591	127	2,349	4,253	3,962	2,743	19,056
8	Sunrise Boulevard	Florin Road	2,389	328	305	63	520	904	2,537	1,649	8,695

Table 5
Percent of PM Peak Hour Trips Using Intersection - SCTDF Cumulative Scenario

Percent of Full Peak Hour Trips using Intersection - Corridor - Unincorporated										
Intersection			Growth							
Number	North/South Street	East/West Street	Existing	Rancho Cordova - South of Douglas			Jackson Corridor Projects	Remainder of Unincorp Saco	Other	
				Sunridge	Suncreek	Ranch			Arboretum	
1	South Watt Avenue	Jackson Road	36.20%	0.02%	0.05%	0.00%	37.26%	18.67%	5.80%	100.00%
2	Hedge Avenue	Jackson Road	29.52%	0.03%	0.08%	0.00%	52.51%	10.94%	3.38%	100.00%
3	Maheo Road	Jackson Road	25.53%	0.29%	0.25%	0.08%	46.98%	14.44%	9.96%	100.00%
4	Bradshaw Road	Jackson Road	24.74%	0.09%	0.16%	0.02%	50.74%	14.71%	6.70%	100.00%
5	Excelsior Road	Jackson Road	16.59%	0.52%	1.04%	0.24%	61.40%	10.34%	4.23%	100.00%
6	Eagles Nest Road	Jackson Road	18.51%	1.07%	1.99%	0.46%	43.89%	12.84%	10.31%	100.00%
7	Sunrise Boulevard	Jackson Road	23.81%	2.59%	3.10%	0.67%	22.32%	20.79%	14.39%	100.00%
8	Sundus Boulevard	Florin Road	27.48%	3.77%	3.50%	0.73%	5.98%	29.18%	18.97%	100.00%

Table 6
Percent of PM Peak Hour Trips from Growth Only Using Intersection - SCTDF Cumulative Scenario

Percent of PM Peak Hour Trips from Growth Only Using Intersection - SCDOT Cumulative Scenario										
Intersection			Growth							
Number	North/South Street	East/West Street	Rancho Cordova - South of Douglas				Jackson Corridor Projects	Remainder of Unincorp Saco	Other	Total
			Sunridge	Suncreek	Ranch	Arboreslum				
1	South Watt Avenue	Jackson Road	0.03%	0.07%	0.00%	3.16%	58.35%	29.26%	9.08%	100.00%
2	Hedge Avenue	Jackson Road	0.05%	0.12%	0.00%	5.02%	74.49%	15.53%	4.79%	100.00%
3	Maheo Road	Jackson Road	0.38%	0.34%	0.10%	3.32%	63.09%	19.39%	13.37%	100.00%
4	Bradshaw Road	Jackson Road	0.12%	0.22%	0.03%	3.76%	67.42%	19.55%	8.90%	100.00%
5	Excelsior Road	Jackson Road	0.62%	1.25%	0.29%	6.74%	73.62%	12.40%	5.07%	100.00%
6	Eagles Nest Road	Jackson Road	1.32%	2.44%	0.56%	13.41%	53.86%	15.76%	12.65%	100.00%
7	Sunrise Boulevard	Jackson Road	3.40%	4.07%	0.88%	16.18%	29.29%	27.29%	18.89%	100.00%
8	Sunrise Boulevard	Florin Road	5.20%	4.83%	1.00%	8.25%	14.34%	40.23%	26.15%	100.00%

MEMORANDUM



DATE: February 18, 2020
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **AN ORDINANCE AMENDING THE RANCHO CORDOVA MUNICIPAL CODE TITLE 16 (BUILDING AND CONSTRUCTION), CHAPTER 16.18 NUISANCE CODE, RELATED TO STORAGE OF RECREATIONAL VEHICLES, BOATS AND TRAILERS ON RESIDENTIAL PROPERTY.**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Approval of the Ordinance would amend Title 16 Building and Construction, Chapter 16.18 Nuisance Code of the Rancho Cordova Municipal Code related to storage of RV's, Boats and Trailers on residential property.

BACKGROUND

On February 3, 2020 the City Council waived the first reading and passed to a second reading for an Ordinance amending Title 16 Building and Construction, Chapter 16.18 Nuisance Code related to the keeping of RV's, boats and trailers on residential property. The amendments would clarify standards for these vehicles and vessels when parked on residential property.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2020

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, TITLE 16 (BUILDING AND CONSTRUCTION), CHAPTER 16.18
NUISANCE CODE OF THE RANCHO CORDOVA MUNICIPAL CODE**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Declarations.

WHEREAS, the City conducts periodic updates of the provisions of the Municipal Code to ensure compliance with current laws, changes in local policy, consistency with adopted plans and programs, clarify ambiguities, address changing market conditions, reflect best practices, and to address issues or concerns with current regulations; and

WHEREAS, certain amendments to the Title 16 (Building and Construction), Chapter 16.18 Nuisance Code were necessary to address on-going nuisance issues associated with recreational vehicles, boats and trailers parked within residential neighborhoods; and

WHEREAS, on February 3, 2020 the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. The City Council hereby finds:

A. **CEQA Compliance.** CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “[where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to further regulate or clarify uses that are already present in the City or provide consistency with State law and no significant expansion of these activities can reasonably be anticipated to occur. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development project, and it would not result in a direct or indirect physical changes in the environment. The proposed changes are merely to incorporate additional requirements to address on-going nuisance and safety issues associated with the parking of recreational vehicles, boats and trailers within residential neighborhoods. The proposed amendments are consistent with the City’s General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant

effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

B. **The proposed amendment is consistent with the General Plan.** The attached Municipal Code Amendments ("Amendment") are consistent with the General Plan. The amendments would incorporate additional requirements to address on-going nuisance and safety issues associated with the parking of recreational vehicles, boats and trailers within residential neighborhoods. The amendments would not have any conflicts with existing General Plan goals and policies.

C. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.** The attached amendment is focused on reflecting best practices. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City as they incorporate additional requirements to address on-going nuisance and safety issues associated with the parking of recreational vehicles, boats and trailers within residential neighborhoods.

D. **The proposed amendments are internally consistent with other applicable provisions of this zoning code.** The Amendments have been reviewed for consistency with the entirety of the Municipal Code and is consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 16 Building and Construction

The City Council hereby adopts the amendments to Chapter 16.18 Nuisance Code of Title 16 of the Rancho Cordova Municipal Code (Land Development), as shown and incorporated in **Exhibit A** to this ordinance.

Section 4. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of February, 2020 by the following vote:

ATTACHMENT 1

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Rancho Cordova

Municipal Code Amendments

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (***)

Title 16 Building and Construction

Chapter 16.18 Nuisance Code

ATTACHMENT 2

Exhibit A to the Ordinance

Chapter 16.18

NUISANCE CODE

16.18.1703 Standards for residential property.

No property owner or party in interest shall create, cause, or permit any of the following conditions to exist on privately owned residential properties or buildings when such conditions are visible from public property:

Y. Boats, Recreational Vehicles, and Trailers stored on residential property shall adhere to the following standards:

1. No storage of camper shells or cab-overs within the public view unless stored on an operable and registered vehicle.
2. Recreational Vehicles and trailers shall be stored with canopies, awnings and sliders closed.
3. Shall be parked four (4) feet from the back of curb.

MEMORANDUM



DATE: February 18, 2020
TO: Honorable Mayor and Council Members
FROM: Russ Ducharme, Neighborhood Services Manager
SUBJECT: **SECOND READING OF AN ORDINANCE AMENDING THE RANCHO CORDOVA MUNICIPAL CODE RELATED TO TITLE 16 BUILDING CODE, CHAPTER 16.20 HOUSING CODE.**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Approval of the Ordinance would amend Title 16 Building and Construction, Chapter 16.20 (Housing Code) of the Rancho Cordova Municipal Code related to the Rental Housing Inspection Program.

BACKGROUND

On February 3, 2020 the City Council waived the first reading and passed to a second reading the Ordinance Amending sections of Title 16, Chapter 16.20 of the Rancho Cordova Municipal Code related to Rental Housing and Resolutions adopting changes to program related fees.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING ARTICLES 11 AND 12 OF TITLE 16 CHAPTER 16.20 OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING THE RENTAL HOUSING INSPECTION PROGRAM

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Purpose.

WHEREAS, Title 16, Chapter 16.20 of the Rancho Cordova Municipal Code, entitled "Housing Code," sets forth policies and regulations to promote minimum standards for safe, healthy rental housing conditions within the City to enhance the quality of life for all residents; and

WHEREAS, substandard and unsafe residential rental dwellings within Rancho Cordova threaten the health, safety, and welfare of residents of such dwellings; and

WHEREAS, substandard and unsafe residential rental dwellings have a negative effect on the surrounding community because they are a blight and often are associated with or encourage unlawful activity; and

WHEREAS, Rancho Cordova code enforcement staff has observed, in performing their duties, that generally the most egregious violations of health, safety, and building codes occur in rental housing units; and

WHEREAS, the most efficient and effective method of detecting unhealthy, dangerous, substandard, and unsanitary housing conditions is to routinely inspect rental housing units in a fair manner while observing the occupants' right to privacy; and

WHEREAS, the California Health and Safety Code, Sections 17964, and 17970-17972 grant cities the authority to inspect rental housing dwellings; and

WHEREAS, City staff has identified the following necessary amendments to the Housing Code to ensure compliance and accountability with the rental housing inspection program to promote public health, safety, and welfare.

Section 2. CEQA Findings. The City Council hereby finds:

CEQA Compliance. CEQA requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, § 15378.) As reflected at State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, "[where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment..." The proposed Title 20 code amendments and corresponding resolutions are not a "project" within the meaning of CEQA because the actions seek to regulate rental housing that are already present in the City and would not cause the expansion of uses or activities. No possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the

requirements of CEQA.

Section 3. Amendments to Articles 11 and 12 of Chapter 16.20 of the RCMC.

The City Council hereby adopts the amendments to Articles 11 and 12 of Chapter 16.20 of the Rancho Cordova Municipal Code, as shown and incorporated on Exhibit A to this Ordinance.

Section 4. Severability

If any provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of February, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Rancho Cordova

Municipal Code Amendments to Chapter 16.20 (Housing Code)

Article XI. Rental Housing Enforcement Fees

Article XII. Rental Housing Inspection Program

ATTACHMENT 2
Exhibit A to the Ordinance

Article XI. Rental Housing Enforcement Fees

- 16.20.1100 Reinspection and rescheduling fees.
- 16.20.1105 Repealed.
- 16.20.1110 Building permit fee.
- 16.20.1115 Building permit surcharge.
- 16.20.1120 Hourly rate.
- 16.20.1125 Contract administration fee.
- 16.20.1130 Small claims collection fee.
- 16.20.1135 Appeal fee.
- 16.20.1140 Late fee.
- 16.20.1145 Notice fee.
- 16.20.1150 Repealed.

Article XI. Rental Housing Enforcement Fees*

- * The following sections constitute the categories of fees payable to the director by the owner of a building or residential rental unit subject to the rental housing inspection program within Article XII of this chapter. Such fees shall be set by resolution of the city council and may be adjusted periodically by the city manager to cover the cost of the services provided under this chapter.

16.20.1100 Reinspection and rescheduling fees.

A. Following issuance of a notice and order (pursuant to RCMC [16.20.400](#)) for a violation of the provisions of this chapter, upon the first reinspection of a dwelling to determine whether corrective action has been satisfactorily completed, and upon a determination that corrective action has been successfully completed by the time of such reinspection, there shall be no fee levied against the owner(s). There shall be no reinspection fee charged for an inspection caused by any complaint if no violation is discovered.

B. Following issuance of a notice and order (pursuant to RCMC [16.20.400](#)) for a violation of the provisions of this chapter, upon the first reinspection of a dwelling to determine whether corrective action has been satisfactorily completed, and upon a determination that corrective action has not been successfully completed by the time of such reinspection, there may be a fee levied against the owner(s) in the amount set by resolution of the city council.

ATTACHMENT 2

Exhibit A to the Ordinance

C. Upon all subsequent reinspections, fees shall be levied against dwelling unit owners for previously noticed violations which have not been corrected by the time of such subsequent reinspections. Such fees shall be set by resolution of the city council.

D. An owner or his/her designee may reschedule an inspection by giving notice to the Neighborhood Services Division Manager or his/her designee at least five calendar days prior to a scheduled inspection date. An inspection may only be rescheduled to a date within 21 calendar days of the previously scheduled inspection date. Rescheduling an inspection for any particular residential rental property inspection subject to the rental housing inspection program more than once within any twelve month period, or with less than five calendar days' notice, shall result in the imposition of a rescheduling fee. Such rescheduling fees shall be set by resolution of the city council.

16.20.1105 Notice and order fee.

Repealed by Ord. 19-2012.

16.20.1110 Building permit fee.

Where issuance of a building permit is required under the building code in order to complete work required by a notice and order which has been issued under this chapter, such permit shall be obtained from the director, and the fee therefor shall be paid to the director in the same amount as would be applicable under the fee schedule for building permits then in use by the public works department of the city.

16.20.1115 Building permit surcharge.

Where a building permit is required under the building code to complete work required by a notice and order issued under this chapter, there shall be imposed in addition to the building permit fee a building permit surcharge in the amount set by resolution of the city council.

16.20.1120 Hourly rate.

Where the director finds that additional costs of enforcement are not otherwise recovered by the fees levied by this chapter in association with a dwelling found to constitute a violation, the additional costs of enforcement shall be levied at the hourly rate to be set by resolution of the city council, rounded to the nearest hour for each city official involved. Such hourly rate may also be applied to fees under RCMC [16.20.1100](#), where there is more than one uncorrected violation found.

16.20.1125 Contract administration fee.

For all private contracts entered by the director for work authorized under this chapter, in addition to the contract price, there shall also be authorized as an additional cost of enforcement charged to the owner(s) 15 percent of the contract price as a contract administration fee.

ATTACHMENT 2

Exhibit A to the Ordinance

16.20.1130 Small claims collection fee.

For any amounts due and unpaid, and which are referred to the finance department for collection under this chapter, a fee set by resolution of the city council shall be levied to cover costs of small claims court filing and administration.

16.20.1135 Appeal fee.

The fee for all appeals taken under this chapter shall be set by resolution of the city council.

16.20.1140 Late fee.

If a fee has not been received by the date upon which it is due under this chapter there shall be imposed a late fee of 25 percent per annum of the fee.

16.20.1145 Notice fee.

The owner may be charged for the city's postage or mileage costs for sending or posting notices required to be given pursuant to this chapter.

16.20.1150 Closing fee.

Repealed by Ord. 19-2012.

ATTACHMENT 2
Exhibit A to the Ordinance

Article XII. Rental Housing Inspection Program

- 16.20.1200 Periodic inspections.
- 16.20.1205 Notification of inspections – Inspection procedure.
- 16.20.1210 Exemptions.
- 16.20.1215 Rental housing registration requirement.
- 16.20.1220 Rental housing education.

Article XII. Rental Housing Inspection Program

16.20.1200 Periodic inspections.

A. The director and his or her designees may periodically inspect residential rental property in the city. Entry for inspection shall be as the result of consent from the owner or occupant, or as the result of a warrant, pursuant to RCMC [16.20.1205](#). Notwithstanding the foregoing, it shall be the responsibility and liability of the owner or his/her designee to obtain the consent of the occupants to inspect the subject residential rental property or otherwise obtain legal access to the subject property or rental units pursuant to the terms of the applicable lease.

B. If, upon the periodic inspection of a residential rental property, violations of applicable laws or ordinances are determined to exist, the director shall enforce the violation pursuant to this chapter.

C. Tenants of residential rental property may request an inspection of their individual units in order to ensure that the property complies with applicable state law, the California Building Code, the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous Buildings and the Rancho Cordova Municipal Code.

16.20.1205 Notification of inspections – Inspection procedure.

A. A letter of intent to inspect a residential rental property shall be mailed to the rental owner or his or her designee stating the date and time of inspection. Additionally, a notice will be posted on the property by the city. Such notification shall give a minimum of 14 days' notice and include a description of areas that will be inspected. The property may be inspected at an earlier date than noticed, upon the consent of the rental owner or his or her designee and contingent upon consent of any legal occupant or tenant.

B. Owners shall provide access to all required areas of the rental property for inspection within the time period specified in the notice of inspection. If the rental unit is legally occupied by a tenant or other occupant, the owner shall notify the tenant or occupant and request that the tenant or occupant allow entry into the unit by the city for the inspection. It shall be the responsibility of

ATTACHMENT 2

Exhibit A to the Ordinance

the owner to notify the individual tenants of the inspection and make every good-faith effort to facilitate access to the property to be inspected.

C. In the event the owner, his or her designee, or tenant or occupant in possession of the property to be inspected refuses access to the property, the inspector shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises, including but not limited to securing an inspection warrant pursuant to California Code of Civil Procedure Sections [1822.50](#) through [1822.57](#). The inspector shall provide notice that a warrant has been issued to both the owner/operator and the tenant or occupant at least 24 hours before the warrant is executed, unless the judge finds that immediate execution is reasonably necessary under the circumstances shown.

D. Notwithstanding the foregoing, if the inspector has reasonable cause to believe that the residential rental dwelling unit is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the public health or safety, the inspector shall have the right to immediately enter and inspect the premises and may use any reasonable means required to effect the entry and make an inspection.

E. Should an inspection need to be canceled or rescheduled, the rental owner or his or her designee shall be notified at least 24 hours prior to the scheduled inspection date. It shall be the responsibility of the rental owner to notify any tenants or occupants of a cancellation.

F. Formal Notice and Order. A formal report of the inspection results shall be mailed to the rental owner or his or her designee within 10 days of the completion of an inspection. The formal report shall include the results of the inspection. If violations are present, the director or his or her designee shall also mail and post a formal notice and order, pursuant to RCMC [16.20.400](#), indicating the violations, proper remedy for violations, the scheduled reinspection date and time, and any reinspection fees and costs that have been assessed.

G. Report of Inspection. Rental owners shall provide the formal report of the inspection results specified in subsection (F) of this section to tenants or occupants upon the request of tenants or occupants.

H. New Violations. Violations that were not noted on the initial inspection report but are discovered during the reinspection due to subsequent damage or deterioration shall be subject to correction.

16.20.1210 Exemptions.

Repealed.

16.20.1215 Rental housing registration requirement.

ATTACHMENT 2

Exhibit A to the Ordinance

A. Property Required to Register. Every residential rental property located within the city shall be registered. Rental owners shall obtain registration forms from the neighborhood services office.

B. Registration Information Required. The following information shall be included in every registration:

1. Name and contact information of at least one property title owner;
2. Name and contact information of property manager, if different from owner;
3. Property address or addresses;
4. Type of dwelling (i.e., single-family, duplex, apartment community);
5. Number of residential rental units at each address listed;
6. Number of buildings at each address listed;
7. Name, address and phone number to contact in case of emergency or for purposes of some necessary action by the city. The name or businesses identified as an emergency contact shall have the authority to act as the owner in cases of emergency or for purposes of allowing the director to inspect the residential rental property and/or units within the property; and
8. A valid, unexpired and unrevoked Rancho Cordova general business license number for each residential rental property subject to the rental housing registration requirements as required herein by subsection A of RCMC 16.20.1215.

C. Notification of any change to the information required by the registration form, such as a transfer of ownership or change in emergency contact information, shall be required and submitted to the city in writing within 60 calendar days of such change.

D. Use of Registration Information. All information contained on the registration form shall only be used by the city for issues related to the condition and inspection of the rental property. The information shall not be used for public dissemination.

16.20.1220 Rental housing education.

A. For rental housing properties with severe and/or repeat violations, as determined by the director, the city shall require the residential rental owners and/or their property managers to attend a rental housing management education program.

B. The education program shall include, but is not limited to, the following:

ATTACHMENT 2

Exhibit A to the Ordinance

1. The rights and responsibilities of residential rental owners, property managers, agents of owners and tenants;
2. Proper procedures for conducting interior and exterior rental property inspections;
3. Rental property maintenance laws and regulations; and
4. The city's code enforcement process.

C. The rental housing management education program will be administered by the city or another qualified agency as determined by the city. Rental housing owners will be responsible for any fees associated with attending such classes.

D. Failure to attend a required education program will result in a violation of this chapter and be subject to RCMC [16.20.220](#).

MEMORANDUM

DATE: February 18, 2020
TO: Honorable Mayor and Council Members
FROM: June Cowles, Senior Planner



SUBJECT: GLP STORES MAJOR DESIGN REVIEW; PROJECT NO. DD9903 – LOCATED ON THE SOUTHWEST CORNER OF ZINFANDEL DRIVE AND NORTH MATHER BOULEVARD.

PROPERTY OWNER:
68 Zinfandel JV, LLC
1725 Capitol Avenue
Sacramento, CA 95811

APPLICANT/DEVELOPER:
GLP Stores, LLC
5980 88th Street
Sacramento, CA 95828

PROJECT: The applicant requests a Major Design Review for GLP Stores LLC, a development on 9.3 acres which includes a 164,149 square-foot light industrial warehouse and associated office space, including parking, lighting, and landscaping located within the Villages of Zinfandel Special Planning Area.
FILE: DD9903
LOCATION: Southwest corner of Zinfandel Drive and North Mather Boulevard
APN: 072-2860-033-0000
PLANNER: June Cowles, Senior Planner

RECOMMENDATION

Adopt the Resolution approving the Major Design Review for a 164,149 square-foot light industrial office warehouse and associated office space building that includes parking, lighting, and landscaping for the GLP Stores, LLC.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would permit the construction of a 164,149 square foot light industrial building within the Zinfandel Special Planning Area ("ZSPA") and allow the applicant to submit for necessary improvement plans and building permits to begin construction of the proposed light industrial project and associated infrastructure.

BACKGROUND

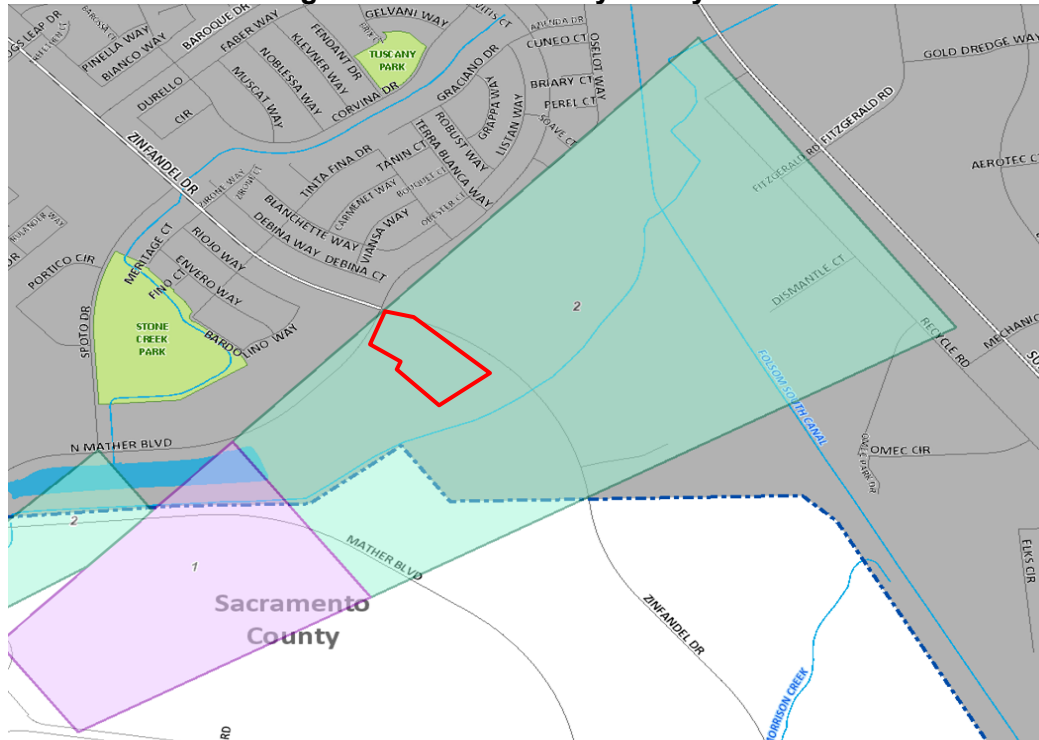
The Project, GLP Stores, is located within the Villages of Zinfandel Special Planning Area (ZSPA) **Figure 1: Site Location.** The Special Planning Area was approved in 2002 by Sacramento County. The ZSPA includes residential, commercial, business professional, light industrial, park, bike trails, and open space uses. A Final Environmental Impact Report was certified for the Special Planning Area in 1998 by Sacramento County and a Mitigation Monitoring Program was adopted. The project site is located within the Mather Airport overfly safety zone which is

“governed” by Sacramento Area of Council of Governments and the Mather Airport Land Use Plan **Figure 2: Mather Airport Overfly Safety Zone**.

Figure 1: Site Location



Figure 2: Mather Overfly Safety Zone



Mather Airport Comprehensive Land Use Plan

The Mather Airport Comprehensive Land Use Plan imposes the safety zone surrounding the runways. Zone 1 (depicted in purple) is the Clear Zone. Zone 2 (depicted in green) is the Approach-Departure Zone. The proposed project is located within the Approach-Departure Zone. The concerns of the airport land use planning compatibility fall into three categories:

- Height Restrictions- protecting the navigable airspace around airports for aircraft safety;
- Noise Compatibility- minimizing the number of people exposed to noise from aircraft operations;
- Safety of Persons on the Ground- minimizing the number of people exposed to hazards related to aircraft operations and accidents.

Thoughtful planning in these three areas, reflected in land use policies and regulations, will minimize the exposure of the public to noise and safety hazards; will provide safer aircraft operations, and will help protect the airport and the public resources it represents from encroachment by incompatible land development.

The Mather Airport Land Use Plan includes a Land Use Compatibility Guidelines for Safety table. The Table list land use categories that are not allowed and allowed uses with some restrictions such as the following within the Overfly Safety Zone;

- Land uses that attract large concentration of birds within approach-climbout areas are not allowed.
- Land uses that produce smoke are not allowed
- Land uses with flashing lights are not allowed
- Land uses that reflect light are not allowed

- Land uses that generate electronic interference are not allowed
- Land uses related to flammable materials are not allowed
- Some land uses are compatible only if they do not result in a large concentration of people. A large concentration of people is defined as a gathering of individuals in an area that would result in an average density of greater than 25 persons per acre per hour during any 24 hour period ending at midnight, not to exceed 50 persons per acre at any time.

All proposed uses within the Mather Airport Approach-Departure are reviewed by the Sacramento Council of Governments (SACOG).

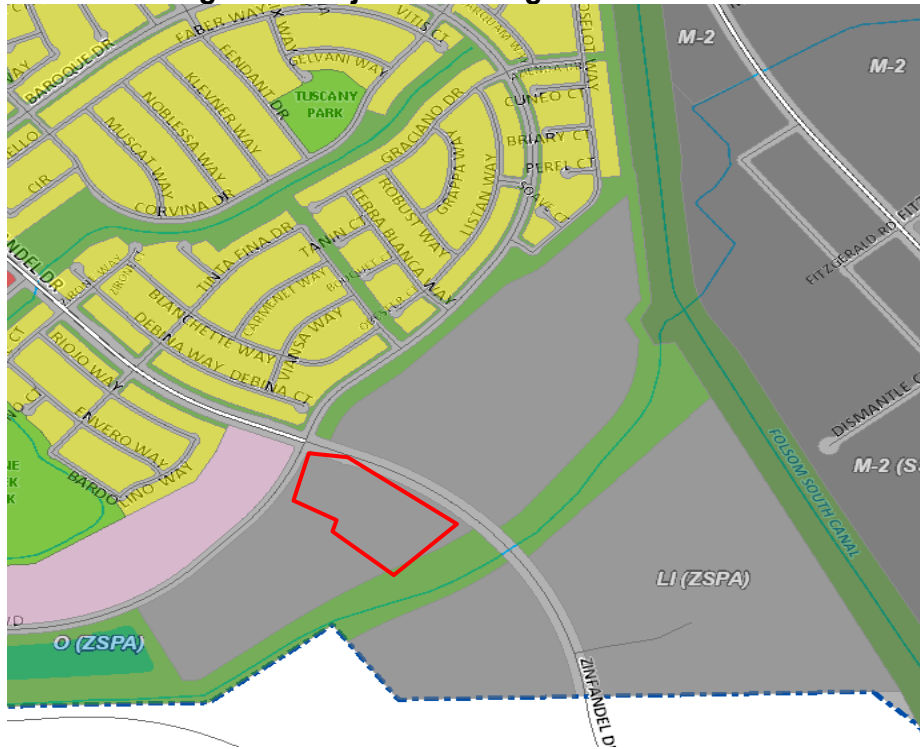
Adjacent General, Zoning, and Surrounding Land Uses:

The following Table provides the current use, General Plan/Community Plan, and zoning (**Table 1: Surrounding Designations and Existing Uses** and **Figure 3: Zoning Map**)

Table 1: Surrounding Designations and Existing Uses

	General Plan	Zoning	Land Use
Subject Property	Light Industrial	ZSPA Light Industrial	Proposed Light Industrial building
North	Office Mixed Use	Business Professional ZSPA	Vacant
South	Open Space and Light Industrial	Open Space and ZSPA Light Industrial	Bike Path and Undeveloped land
East	Light Industrial	Light Industrial ZSPA	Undeveloped Land (Approved Stonecreek Industrial Center)
West	Light Industrial	Light Industrial ZSPA Light Industrial	Undeveloped land (Approved Creekside Self Storage)

Figure 3: Adjacent Zoning and Land Uses:



Existing Conditions:

The site has been previously graded and includes grassland. An existing bike path with landscaping is located along the south property line. Along the bike path to the south is a drainage ditch. A pedestrian crossing signal is located on Zinfandel Drive, close to the southern property line.

Previous Entitlement Approval:

The project site had previous entitlements that were approved as follows:

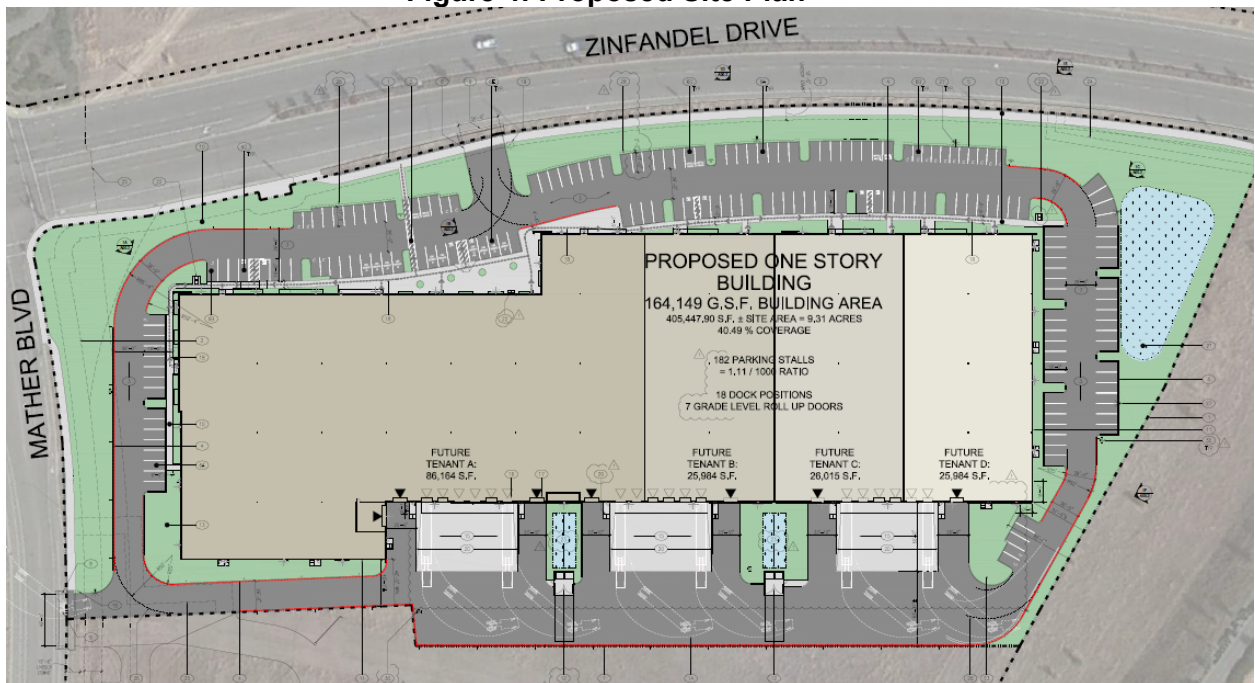
- April 2006: Tentative Parcel Map that included the light industrial zoned area to the west and south. Divided 3 parcels into 93 parcels.
- May 2007: Tentative Subdivision Map, Creekside Commerce Center, to divide 28 acre parcel into 16 parcels. The project also included a design review for 16 buildings.
- Feb 2009: A Tentative Subdivision Map Amendment, Creekside Commerce Center, that reduced the subdivision map from 16 parcels to 8 parcels and reduced 16 buildings to 7 buildings.
- March 2017: A Tentative Subdivision Map, Creekside Commerce Center, Extension to February 2020.
- Oct 2018: Final Map recorded
- Oct 2019: Lot Line Adjustment to combine 3 lots into 1 lot (subject property)

PROJECT DESCRIPTION:

The proposed GLP Stores project includes the following;

- A Major Design Review for a 164,149 square feet light industrial building to include parking, lighting, and landscaping with a bioretention pond. **Figure 4: Proposed Site Plan.**
- The building will include at this time, 4 tenant spaces. GLP Stores will occupy the 86,164 square foot space located in the northern portion of the building. There is a total of 18 dock positions and 7 grade level roll up doors located at the rear of the building.

Figure 4: Proposed Site Plan



ANALYSIS:

GENERAL PLAN CONSISTENCY:

The proposed GLP Stores is located within the Villages of Zinfandel Special Planning Area designation of Light Industrial. Target uses for this area include limited industrial uses. The proposed project use is consistent with the General Plan designation.

ZONING CODE:

The project site is zoned Light Industrial Villages of Zinfandel Special Planning Area (LI ZSPA) which allows for industrial/retail flex and manufacturing and warehousing uses. As stated earlier the GLP Stores is also located within the Mather Airport Approach-Departure Zone which limits the uses in this area under The Mather Airport Comprehensive Land Use Plan.

MAJOR DESIGN REVIEW:

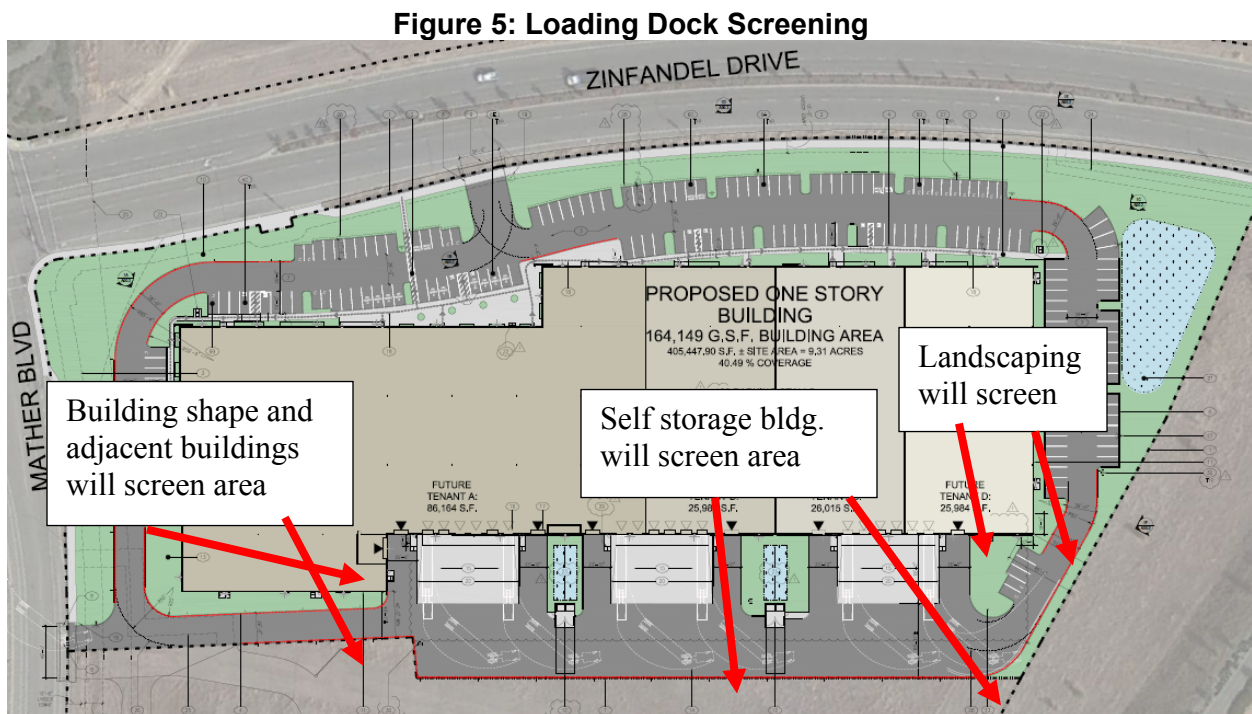
Site Design

The site includes the following:

City Council
February 18, 2020

- A 164,149 one story building on 9.31 acres
- Warehouse and accessory office space that includes a total of 18 dock positions along the rear elevation.
- 182 parking spaces distributed around the building.
- Landscaping along North Mather Boulevard, Zinfandel Drive, and the south property line (adjacent to the open space and bike trail).
- Bioretention pond with landscaping located at the southeast corner of the site (along Zinfandel Drive and open space area).
- 2 access driveways: One on North Mather Boulevard and one on Zinfandel Drive. Includes access agreement for the Creekside Commerce Center.

The loading docks are located along the rear elevation which is adjacent to the approved Creekside Commerce self-storage buildings. The loading docks will be screened as depicted in the site plan. **Figure 5: Loading Dock Screening.**



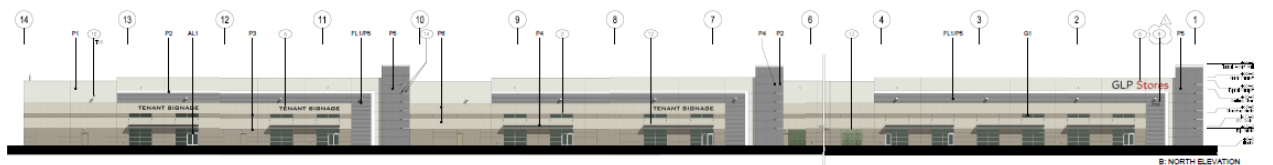
Architectural Design

The proposed project includes a one-story building that is designed for warehouse and office accessory uses. **Figure 6: Building Elevations and Figure 7: Building Perspectives.** The proposed building architecture is compatible with the surrounding approved non-residential buildings. The building includes a variety of materials and colors that are consistent with the surrounding area. The loading dock areas are internal to the site with the building shape screening the dock area. Consistent with the Villages of Zinfandel Design Guidelines and the City of Rancho Cordova Design Guidelines the proposed project includes the following architecture design:

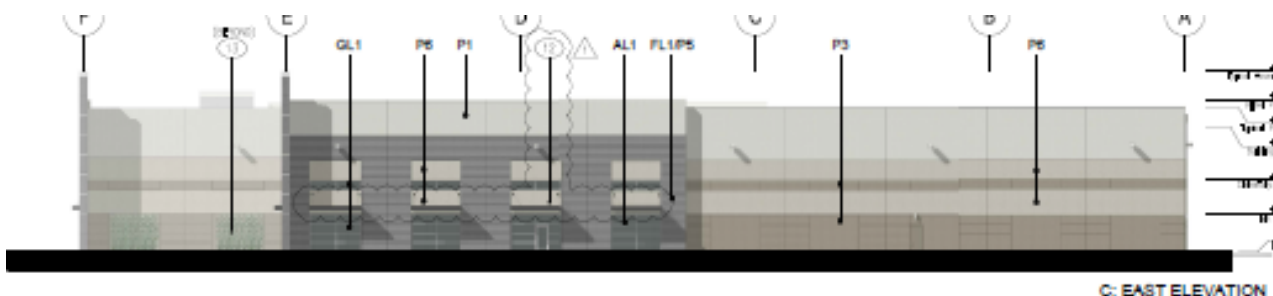
- The project buildings provide quality building design consisting of durable and maintainable materials.

- The design of the building is consistent with the context of the area.
- Building materials include concrete walls with integrated window and doors systems. The composition of materials results in a clean, attractive appearance.
- Blank walls that face public streets are avoided with changes in wall depth, inset windows and doors. The elevations facing the street include windows and architecture elements to provide visual interest.
- The building has a consistent architectural modern style. The building elevations that are visible from the public streets are designed to a higher level of detail.
- The buildings include varied roof parapets. A horizontal metal canopy is provided at the building entries to provide weather protection and scale down the building at this location.
- The design of the façade, through the use of windows and decorative breaks in the concrete walls and colors assist with the break-down of the long and high walls into a more human scale.

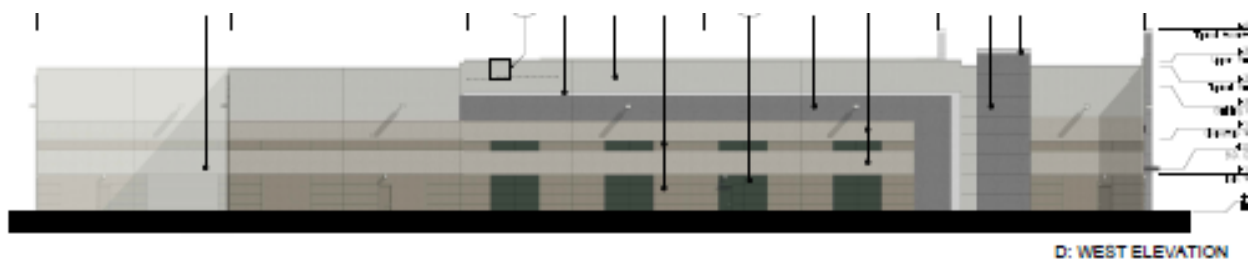
Figure 6: Building Elevations



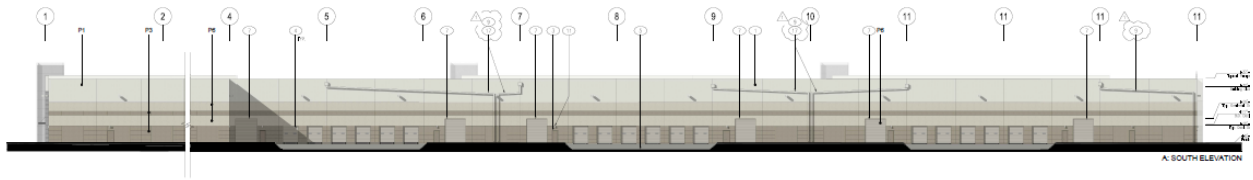
North Elevation (facing Zinfandel Drive)



East Elevation (facing North Mather Boulevard)



West Elevation (facing open space/bike path)



South Elevation (rear elevation facing future self-storage building)

Figure 7: Building Perspectives





C: VIEW FROM THE NORTHEAST CORNER LOOKING WEST



E: NORTH ELEVATION LOOKING WEST



B: VIEW ALONG THE NORTH ELEVATION



D: VIEW OF NORTH ELEVATION



F: VIEW OF DOCK AREA FROM THE SOUTHEAST CORNER

Building Materials and Colors:

The project building materials and colors include the following:

- Concrete Panels in four different brown/grey tones
- Metal horizontal canopies, black color
- Concrete Panels with attached formliner to create grooves
- Glass windows

“Tower” Wall Panel Color Discussion:

The front elevation includes a tall wall panel evenly spaced at three locations. The applicant prefers the dark grey color **Figure 8: Applicant Preference Tower Color**, as shown below:

Figure 8: Applicant Preference for the Tower Color



Staff recommends that the tower wall panel color include a dark auburn/brown color **Figure 9: Staff Preference Tower Color**, as shown below for two reasons:

1. The auburn/brown color adds a color interest to the building.
2. The auburn/brown color is compatible and connects the adjacent projects (Stonecreek Industrial Center and Creekside Commerce Center) that include a similar color.

Figure 9: Staff Preference Tower Color



The Stonecreek Industrial Center Zinfandel Drive color elevation and Creekside Commerce Center North Mather Boulevard color elevations are provided below for reference. **Figure 10: Stonecreek Industrial Center Color Elevation and Figure 11: Creekside Commerce Center Color Elevation.**

Figure 10: Stonecreek Industrial Center Color Elevation



Figure 11: Creekside Commerce Center Color Elevation



Both the Stonecreek Industrial Center building color and the Creekside Commerce Center canopy color includes a similar auburn/brown or bronze color.

Landscape Plan

The proposed landscape plan includes a variety of trees, shrubs, and ground cover that provides the required shade area and enhances the appearance of the site. **Figure 12: Landscape Plan.** Accent landscaping has been provided at key project entries.

[illegible]

The Villages of Zinfandel Specific Plan Area Environmental Impact Report (EIR) included a traffic study that assumed the transportation impacts of the plan area including the subject light industrial site on the City roadway network. To ensure conformance with the plan area EIR, the applicant prepared a trip generation analysis completed by KD Anderson & Associates. See Attachment 4: Trip Generation Analysis. Trips included passenger cars and large delivery trucks and the analysis demonstrated that the proposed project is consistent with the specific plan EIR.

Consistent with the Zoning Ordinance and ZSPA the proposed project parking complies with the required parking for light industrial warehouse and office use. The parking requirement for the proposed uses are 182 parking stalls. The site plan includes 182 parking stalls. The parking spaces are evenly distributed throughout the site.

The proposed lighting plan includes parking lot and building lighting. The applicant has provided a photometric lighting plan that is consistent with the City of Rancho Cordova Zoning Ordinance 23.725 Outdoor Lighting.

The proposed project will utilize and existing water, sewer and electrical infrastructure.

The Major Design Review Permit, as conditioned, satisfies the approval findings defined by Zoning Code section 23.141.070, as follows:

- City Council
February 18, 2020

Evidence: The proposed project is consistent with the purpose and intent of adopted policies and regulations, including the General Plan Villages of Zinfandel Special Planning Area designation, Zoning Code, Villages of Zinfandel SPA development standards, and city design guidelines as well as the height limits within the Mather Airport Land Use Plan. The use is permitted within the light industrial district and the Mather Airport Land Use Plan.

- B. **Finding:** The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The proposed site design includes a 164,149 square-foot light industrial warehouse with office accessory building, parking, lighting, and landscaping. Parking is distributed around the building with dock area along the building rear elevation. The sides of buildings visible from public streets are designed with windows, canopies over the entrance areas, and a variety of color tones which provides a human scale and interest to the building. The building architecture and material are consistent with the surrounding area, Villages of Zinfandel SPA, and City Design Guidelines.

- C. **Finding:** The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements, establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The proposed building architecture is compatible with the adjacent non-residential approved buildings. The combination of building materials, forms and architectural elements provide visual relief to the facades. The façades have an acceptable level of articulation with building off-sets, horizontal details above doorways. The site and landscape plan meet the design requirements. The landscape plan includes canopy trees to provide for the required parking lot shading. Additional landscaping is provided to add visual interest and color in well-designed compositions.

- D. **Finding:** The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The proposed project anticipated traffic is consistent with the Villages of Zinfandel Specific Plan Area Environmental Impact Report (EIR) traffic study that assumed the transportation impacts of the plan area including the subject light industrial site on the City roadway network. Bike racks are provided along the front main entrances of the building. A pedestrian connection is provided on Zinfandel Drive from the public sidewalk to the building main entrance area.

FISCAL ANALYSIS OF PROJECT

The City anticipates that this project will provide additional revenues from temporary construction jobs, and permanent employment.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations (CEQA Guidelines) Section 15183, consistent with Community Plan, General Plan and Zoning. In addition the project will comply with the Villages of Zinfandel mitigation monitoring plan. A description of the evidence for the exemption is found in the findings included in Attachment 1.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project as follows:

- To be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15183;
- Adopt Resolution approving the Major Design Review for GLP Stores Inc, DD9903, with the staff preference tower color, subject to the findings, Project Plans (Attachment 2) and Conditions of Approval (Attachment 3).

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Project Plans
3. Exhibit B to the Resolution - Conditions of Approval
4. Trip Generation Analysis
5. 500' Radius Map with Mailing Labels

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING A MAJOR DESIGN REVIEW FOR GLP STORES LLC,
PROJECT NO. DD9903**

WHEREAS, GLP Stores LLC (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Major Design Review approval for the GLP Stores Project; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the project site located is within the Villages of Zinfandel Special Planning Area. The proposed project includes a 9.3-acre parcel with a 164,149 square foot of light industrial warehouse with office space building with parking, lighting, and landscaping. The proposed project and immediate surrounding area would not result in any significant effects to the environment, and therefore was determined to be Exempt pursuant to the California Environmental Quality Act Section 15183; consistent with Community Plan, General Plan, and Zoning Code; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY
OF RANCHO CORDOVA**

The proposed project is exempt from CEQA under Guidelines Section 15183; consistent with the Community Plan, General Plan, and Zoning Code. The following evidence supports the CEQA exemption.

A. Finding: The project has been analyzed and is exempt per California Environmental Quality Act Guidelines Section 15183 "Consistent with Community Plan, General Plan, and Zoning

Evidence: The proposed project site location is within the Villages of Zinfandel Special Planning Area. A Final Environmental Impact Report was certified for the Special Planning Area in 1998 by Sacramento County and a Mitigation Monitoring Program was adopted. In addition, development of the project site is consistent with the Villages of Zinfandel EIR and was analyzed in the 2006 General Plan EIR. The proposed project includes a light industrial warehouse building totaling 164,149 square-feet, parking, lighting, and landscaping. The proposed project is consistent with the Community Plan, General Plan, and Zoning.

To approve the Design Review, subject to the Major Design Review Package (Exhibit A) and Conditions of Approval (Exhibit B) as modified; supported by the following Findings and Evidence, as required by Zoning Code Section 23.141.070:

A. Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The proposed project is consistent with the purpose and intent of adopted policies and regulations, including the General Plan Villages of Zinfandel Special Planning Area designation as proposed with the pending side interior setbacks, Zoning Code, and City and Villages of Zinfandel SPA development standards and design guidelines as well as the height limits within the Mather Airport Land Use Plan. The use is permitted within the light industrial district and the Mather Airport Land Use Plan.

B. Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The proposed site design includes a 164,149 square-foot light industrial warehouse with office accessory building, parking, lighting, and landscaping. Parking is distributed around the building with dock area along the building rear elevation. The sides of buildings visible from public streets are designed with windows, canopies over the entrance areas, and a variety of color tones which provides a human scale and interest to the building. The building architecture and material are consistent with the surrounding area, Villages of Zinfandel SPA, and City Design Guidelines.

C. Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The proposed building architecture is compatible with the adjacent non-residential approved buildings. The combination of building materials, forms and architectural elements provide visual relief to the facades. The façades have an acceptable level of articulation with building off-sets, horizontal details above doorways. The site and landscape plan meet the design requirements. The landscape plan includes canopy trees to provide for the required parking lot shading. Additional landscaping is provided to add visual interest and color in well-designed compositions.

D. Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The proposed project anticipated traffic is consistent with the Villages of Zinfandel Specific Plan Area Environmental Impact Report (EIR) traffic study that assumed the

ATTACHMENT 1

transportation impacts of the plan area including the subject light industrial site on the City roadway network. Bike racks are provided along the front main entrances of the building. A pedestrian connection is provided on Zinfandel Drive from the public sidewalk to the building main entrance area.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of February 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David M. Sander, Mayor

Stacy Leitner, CMC
City Clerk

PLANNING SUBMITTAL DRAWINGS FOR:

GLP STORES

SOUTH EAST CORNER OF ZINFANDEL AND NORTH MATHER BLVD.



SITE PERSPECTIVE AS VIEWED FROM THE NORTH CORNER LOOKING SOUTH

SITE STATISTICS:

APN :	APN: 072-2860-029-000, 072-2860-30-000, 072-2860-31-000, 072-2860-32-000 AND FORMERLY APN: 072-2860-001-000 (PORTION)
ZONING:	L1 (23PA)
TOTAL GROSS SITE AREA:	405,447.9 S.F. = 9.31 ACRES
BUILDING AREA:	164,149 S.F.
SITE COVERAGE:	40.49%
CONSTRUCTION TYPE:	V-B
BUILDING HEIGHT:	46'-4" (ACCENT WALL), 38'-0" TYP. BLDG HEIGHT
NUMBER OF STORIES:	1
PARKING:	182 STALLS TOTAL, SEE SITE PLAN A01.2
ACCESSIBLE & DESIGNATED PARKING STALLS: (REQUIRED AND PROVIDED):	
PER 2016 CBC TABLE 11B-208.2, 151 TO 200 STALLS, 5 ADA STALLS REQUIRED OF WHICH 1 IS TO BE VAN ACCESSIBLE STALLS. 8 ADA STALLS (INCLUDING 2 VAN ACCESSIBLE STALLS) PROVIDED.	
PER 2016 CALIFORNIA GREEN BUILDING CODE TABLE 5.106.5.2, 151 TO 200 STALLS, 16 STALLS TO BE DESIGNATED FOR CLEAN AIR VEHICLES. 16 CLEAN AIR/VANPOOL / EVCS DESIGNATED SPACES PROVIDED 10 OF TOTAL PARKING STALLS TO BE ELECTRICAL VEHICLE CHARGING STATIONS (EVCS). PER CBC TABLE 11B-228.3.2.1, 5 TO 25 EVCS STALLS, 1 VAN ACCESSIBLE EVCS, 1 STANDARD ACCESSIBLE EVCS AND 0 AMBULATORY EVCS ARE REQUIRED.	
OF THE 10 EVCS REQUIRED, 1 VAN EVCS AND 1 STANDARD ADA EVCS ARE PROVIDED AS SHOWN, OF THE 16 CLEAN AIR STALLS, 10 ARE EVCS AND (16 - 10) 6 STALLS ARE TO BE LABELED WITH PAINTED LETTERS PER CALGREEN SECTION 5.106.5.2.1 STATING "CLEAN AIR / VANPOOL / EV". THE LOWER EDGE OF THE LAST WORK IS TO ALIGN WITH THE END OF THE PARKING STALL.	
PARKING STANDARDS: (CITY OF RANCHO CORDOVA, CALIFORNIA)	
STANDARD STALLS:	9' x 19' (17' WITH A 2'-0" OVERHANG)
COMPACT STALLS:	8' x 16' (14' WITH A 2'-0" OVERHANG) (25% MAX)
DRIVE ISLES:	25'-0" MIN.
FIRE TRUCK RADIUS:	25'-0" INSIDE, 50' OUTSIDE
BICYCLE PARKING: PER CITY OF RANCHO CORDOVA ZONING ORDINANCE 23.719.110, B. LONG-TERM BICYCLE PARKING WHERE 10 OR MORE FULL-TIME EQUIVALENT EMPLOYEES SHALL PROVIDE LONG-TERM BICYCLE PARKING AT 5% OF REQUIRED MOTOR VEHICLE PARKING SPACES.	
WAREHOUSE = 0.51/1000 SF: 164,149 / 1000 = 164.15 * 0.5 = 82 * 0.05 = 4.10 OR 4 SPACES	

PROJECT NARRATIVE:

Site: The project site is located on the south east side of Zinfandel Drive and North Mather Blvd, in the City of Rancho Cordova, California. The 9.31 acre site is currently undeveloped.

Building: The project plan proposes one industrial building totaling 164,179 square feet. The industrial buildings will be of Type VB construction, site cast, tilted concrete panels with a variety of architectural enhancements. The typical wall panels are to be enhanced with reveals and a textured elastomeric, multicolored coating system. The areas around the building entries are also enhanced with tinted glazing in aluminum frames with overhead steel-framed painted canopies. The placement of these enhancements is focused at those locations most visible from the public roadways.

Site Access and Parking: One site entrance drive is proposed along Zinfandel Drive. A second drive is proposed along North Mather Blvd. The site plan proposes a total of 197 vehicle parking stalls for employees and or customers.

Signage: The proposed signage in this submittal includes is for reference only. Criteria for future tenant signage will be provided at a later and under a separate permit as required.

Landscaping: The project will be fully landscaped using plants appropriate for and indigenous to the City of Rancho Cordova. Low water use plants will be used extensively, while moderate water use plants will be concentrated at accent points, such as driveways and building entries. For further landscaping design information, see "Design Notes" on the LP Preliminary Landscape Plan.

Sustainable Materials & Construction Practices: The project will incorporate a variety of sustainable materials and construction practices to include the following: 1) A storm water pollution prevention plan to minimize contamination, erosion, and dust pollution during construction. All storm water runoff from impervious surfaces (roofs and paving) will be routed through a specially designed water quality detention and treatment basin. Additionally, on-site detention will be provided to meet the City of Fairfield standards. 2) Storage and collection of recyclable materials. 3) Construction waste management. 4) Environmental tobacco smoke control. 5) Heat reflecting roof membranes. 6) Light pollution reduction. 7) Water efficient landscaping. 8) Water use reduction methods. 9) Low VOC emitting sealants, adhesives, coatings, floorings, and wood materials. 10) Roof structures designed to accommodate additional weight for roof-top photovoltaic electricity generation panel arrays. 11) California Green Building Code compliant electric vehicle charging stations at seven locations. 12) The project architect is a LEED accredited professional and will apply his knowledge of LEED techniques and practices to the project design and construction.

VICINITY MAP:



PROJECT TEAM:

OWNER GLP STORES 5980 88TH STREET SACRAMENTO, CA 95828 P: 916-469-4000	GUAU PHANG guau@glpstores.com
OWNER'S REPRESENTATIVE: KELLY COMMERCIAL, LLC 5150 FAIR OAKS BLVD, STE 101-219 CARMICHAEL, CA 95608 P: 916-956-0524 F: 916-956-1197	MICHAEL KELLEY mkelley@kelley-commercial.com
ARCHITECT: RMW ARCHITECTURE & INTERIORS 1718 3RD STREET, SUITE 101 SACRAMENTO, CA 95811 P: 916-449-1400 F: 916-449-1414	JEFF LEONHARDT, PROJECT ARCHITECT & PROJECT DESIGNER jleonhardt@rmw.com
CIVIL ENGINEER: LAUGENOUR AND MEIKLE P.O. BOX 828 WOODLAND, CA 95776 P: 530-662-1755 F: 530-662-4602	BRYAN BONINO bbp@lmcce.net
LANDSCAPE DESIGNER VISTA PARKS LANDSCAPING, INC. 3323 WATT AVE, #229 SACRAMENTO, CA 95821 P: 916-681-2227 F: 916-681-2228	ERIC DEARING VICE PRESIDENT eric@vistaparks.com

SHEET INDEX:

A00.1	COVER SHEET *
A00.2	PROJECT RENDERINGS *
A01.2	PRELIMINARY SITE PLAN *
A01.3	SITE DETAILS
A02.1	PRELIMINARY FLOOR PLAN
A02.2	PRELIMINARY ROOF PLAN
A03.1	EXTERIOR ELEVATIONS *
C101	TOPOGRAPHIC SURVEY & DEMOLITION PLAN
C301	GRADING AND DRAINAGE PLAN
C302	GRADING AND DRAINAGE PLAN
C303	GRADING AND DRAINAGE PLAN
C304	GRADING AND DRAINAGE PLAN
C401	UTILITIES PLAN
C402	UTILITIES PLAN
C801	CROSS SECTIONS
C802	CROSS SECTIONS
LP	LANDSCAPE PLAN *
PH1.0	OVERALL PHOTOMETRIC LAYOUT / CUTSHEETS *
PH1.1	OVERALL PHOTOMETRIC LAYOUT / CUTSHEETS *
PH1.2	ENLARGED PHOTOMETRIC LAYOUT *
PH1.2	ENLARGED PHOTOMETRIC LAYOUT *

* DENOTES A SHEET TO BE PRINTED IN FULL COLOR

vision
function
space
culture
ideas
experience
think
listen
build
speak
learn

RMW
architecture & interiors

1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.449.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAU PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

PROPOSED NEW WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
A	PLAN REVIEW COMMENTS	12-04-19

DEVELOPMENT MANAGER:



drawn by : RDG plot date : 11-20-19

checked by : JDL

stamp



scale : AS NOTED
project number : 19443.00

COVER SHEET

sheet no. :

A00.1

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAU PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

PROPOSED NEW
WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
	PLAN REVIEW COMMENTS	12-04-19

DEVELOPMENT MANAGER:



drawn by : RDG plot date : 11-20-19

checked by : JDJL

stamp



scale : AS NOTED
project number : 19443.00

PROJECT
RENDERINGS

sheet no. :

A00.2



A: VIEW OF NORTHWEST CORNER @ TENANT ENTRY



B: VIEW ALONG THE NORTH ELEVATION



C: VIEW FROM THE NORTHEAST CORNER LOOKING WEST



D: VIEW OF NORTH ELEVATION



E: NORTH ELEVATION LOOKING WEST

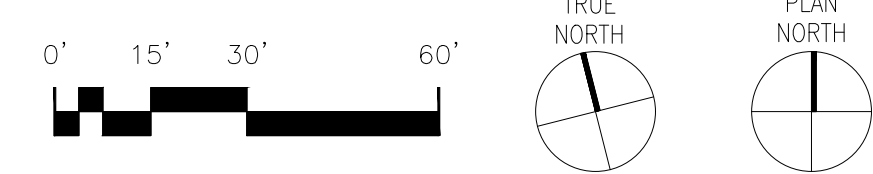
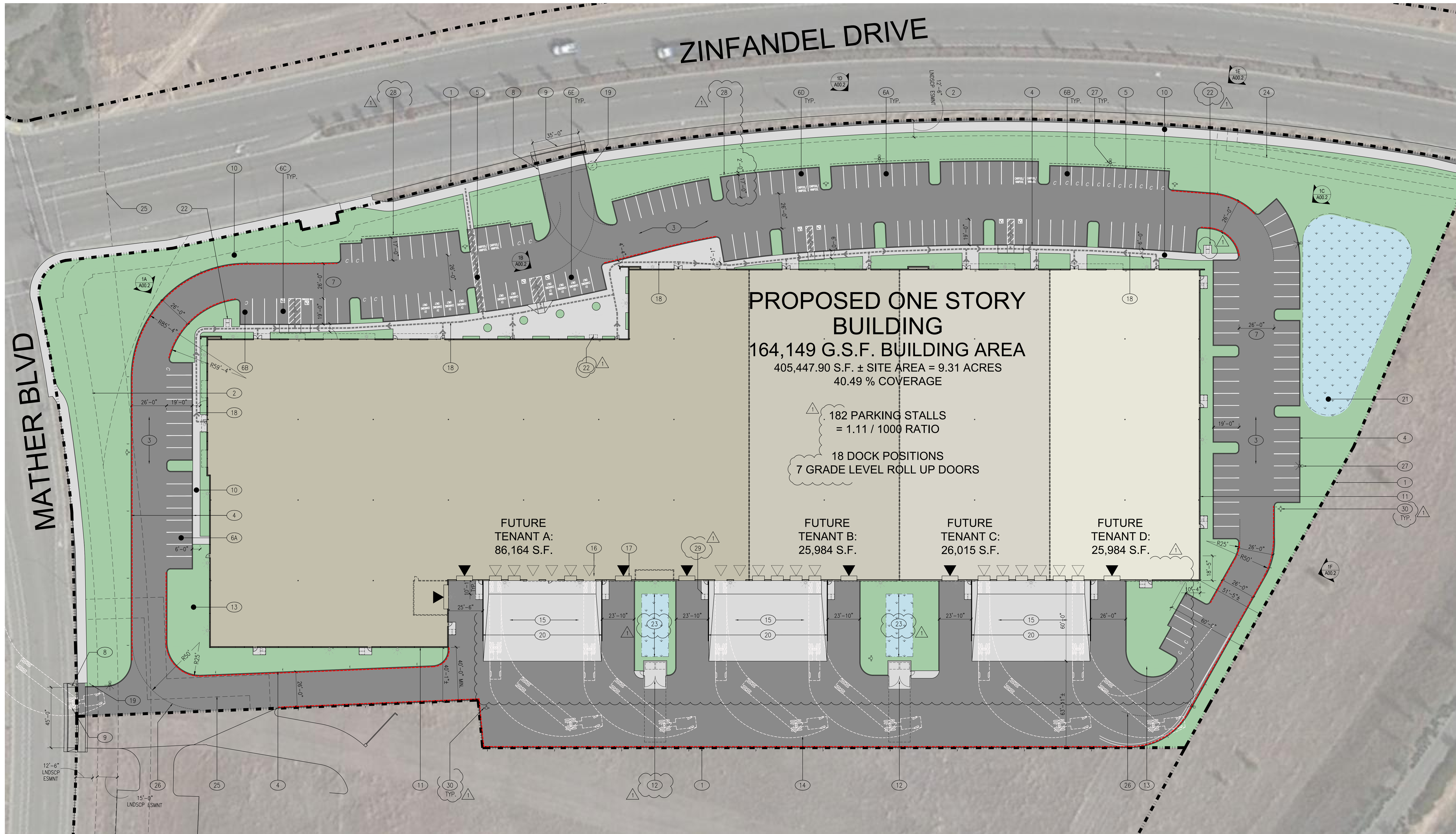


F: VIEW OF DOCK AREA FROM THE SOUTHEAST CORNER

PROJECT RENDERINGS

SCALE: NO SCALE

1



PRELIMINARY SITE PLAN
SCALE: 1" = 30'-0"

1

KEYNOTES:

- EXISTING PROPERTY LINES TO REMAIN
- LANDSCAPE EASEMENT, SEE CIVIL DRAWINGS
- PARKING AND DRIVE ISLES TO BE ASPHALTIC CONCRETE
- TYPICAL 6" TALL X 6" WIDE CONCRETE CURBS, SEE CIVIL DRAWINGS
- TYPICAL 4" WIDE TRAFFIC STRIPING
- TYPICAL PARKING:
A. STANDARD STALLS: 9' X 19' OR 9' X 17' WITH 2' PARKING OVERHANG
B. COMPACT STALLS: 8' X 16' OR 8' X 14' WITH 2' PARKING OVERHANG (35% MAX)
C. ACCESSIBLE PARKING STALLS: 9' X 18' MIN. WITH 2' PARKING OVERHANG WITH 5' OR 8' WIDE LOADING ZONE AS SHOWN SEE DETAIL 12 SHEET A01.3
D. DESIGNATED PARKING PER CAL-GREEN REQUIREMENTS FOR CAR/VAN POOL, FUEL EFFICIENT, EV & LOW-EMITTING VEHICLES.
E. ELECTRIC VEHICLE CHARGING SPACES (STALLS LABELED "ELECTRIC VEHICLE CHARGING"). PER CBC 5.106.5.2, TO FACILITATE FUTURE INSTALLATION CONDUIT, RING AND STRIPING SHALL BE INSTALLED AT THIS TIME AS PART OF THE SHELL CONSTRUCTION.
F. ACCESSIBLE ELECTRIC VEHICLE CHARGING STALL, 1 VAN, 1 STANDARD, (RING AND STRIPING ONLY)
- TYPICAL DRIVE ISLE, 26'-0" WIDE MINIMUM
- CURB RAMP, SEE DETAIL 9/A01.3
- PROPOSED LOCATION OF NEW SITE ACCESS DRIVE CURB CUT, SEE CIVIL DRAWINGS
- NEW CONCRETE PEDESTRIAN WALKS, ASSUME ALL SIDEWALKS TO BE ACCESSIBLE PATH OF TRAVEL. SLOPE NOT TO EXCEED 1:20 (5%) IN DIRECTION OF TRAVEL. CROSS SLOPE NOT TO EXCEED 1:50 (2%) WHERE PARKING OVERHANG OCCURS, INCREASE WIDTH OF SIDEWALK TO 6'-0" MIN.
- PROPOSED BUILDING EXTERIOR WALLS TO BE SITE CAST TILTED CONCRETE WALLS WITH REVEALS, A TEXTURED ELASTOMERIC COATING AND A MULTI-COLOR PAINT PALETTE. SEE EXTERIOR ELEVATIONS, SHEET A03.1.

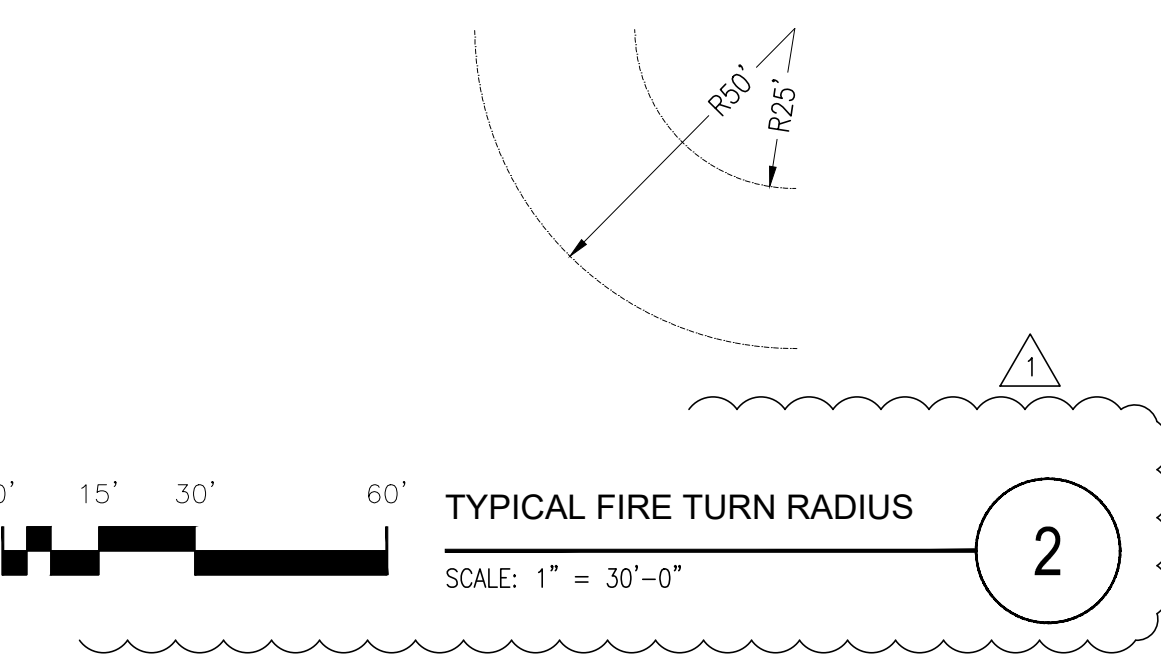
- TRASH ENCLOSURE W/ 40FT. APPROACH, SEE DETAILS 1 & 2/A01.3
- TYPICAL LANDSCAPE PLANTER AREA, SEE LANDSCAPE DRAWINGS
- SEMI TRACTOR TRAILER TEMPLATE SHOWN FOR REFERENCE ONLY
- 60" DEPRESSED CONCRETE TRUCK DOCK
- LOADING DOCK ROLL UP DOOR, TYPICAL
- GRADE LEVEL ROLL UP DOOR, TYPICAL
- ACCESSIBLE PATH OF TRAVEL AT PUBLIC SIDEWALK
- LOCATION OF SITE ENTRY SIGN REGARDING PARKING IN ACCESSIBLE PARKING STALLS, SEE DETAIL 15/A01.3
- CURB WITH GUARDRAIL AT EACH SIDE OF DEPRESSED LOADING DOCKS, TYP. SEE DETAIL 18/A01.3
- STORM WATER RETENTION BASIN, SEE CIVIL DRAWINGS
- BICYCLE RACKS, SEE DETAIL 14/A01.3
- VEGETATED FILTER STRIP, SEE CIVIL DRAWINGS
- BIKE PATH EASEMENT, SEE CIVIL DRAWINGS
- SEWER EASEMENT, SEE CIVIL DRAWINGS
- DASHDOT LINE INDICATES FIRE DEPARTMENT TURNING RADIUS. SEE FIRE TURN RADIUS DIAGRAM, THIS SHEET
- SITE LIGHTING, SEE PHOTOMETRIC PLANS

- DASHED LINE INDICATED 2'-0" PARKING OVERHANG, TYPICAL ALONG ZINFANDEL DRIVE
- DASH-DOT INDICATES AREA OF ASSISTED RESCUE
- FIRE HYDRANT, SEE CIVIL DRAWINGS
- RED DASHED LINE INDICATES FIRE LANES. FIRE LANES TO BE MARKED WITH SIGNS EVERY 50 FEET STATING "NO PARKING FIRE LANE" PER SACRAMENTO METROPOLITAN FIRE DISTRICT STANDARDS.

SITE STATISTICS:

APN: 072-2860-028-000, 072-2860-30-000, 072-2860-31-000, 072-2860-32-000 AND FORMERLY APN: 072-2860-001-000 (PORTION)
ZONING: L1 (ZSPA)
TOTAL GROSS SITE AREA: 405,447.9 S.F. = 9.31 ACRES
BUILDING AREA: 164,149 S.F.
SITE COVERAGE: 40.49%
CONSTRUCTION TYPE: V-8
BUILDING HEIGHT: 46'-4" (ACCENT WALL), 39'-0" TYP. BLDG HEIGHT
NUMBER OF STORIES: 1
PARKING: 182 STALLS TOTAL, SEE SITE PLAN A01.2

ACCESSIBLE & DESIGNATED PARKING STALLS: (REQUIRED AND PROVIDED)
PER 2016 CBC TABLE 11B-208.2, 151 TO 200 STALLS, 5 ADA STALLS REQUIRED OF WHICH 1 IS TO BE VAN ACCESSIBLE STALLS.
8 ADA STALLS (INCLUDING 2 VAN ACCESSIBLE STALLS) PROVIDED.
PER 2016 CALIFORNIA GREEN BUILDING CODE TABLE 5.106.5.2, 151 TO 200 STALLS, 16 STALLS TO BE DESIGNATED FOR CLEAN AIR VEHICLES.
16 CLEAN AIR VANPOOL, EVCS DESIGNATED SPACES PROVIDED 10 OF TOTAL PARKING STALLS TO BE ELECTRICAL VEHICLE CHARGING STATIONS (EVCS).
PER CBC TABLE 11B-228.2.1, 5 TO 25 EVCS STALLS, 1 VAN ACCESSIBLE EVCS, 1 STANDARD ACCESSIBLE EVCS AND 0 AMBULATORY EVCS ARE REQUIRED.
OF THE 10 EVCS REQUIRED, 1 VAN EVCS AND 1 STANDARD ADA EVCS ARE PROVIDED AS SHOWN, OF THE 16 CLEAN AIR STALLS, 10 ARE EVCS AND 6 STALLS ARE TO BE LABELED WITH PAINTED LETTERS PER CAL GREEN SECTION 5.106.5.2.1 STATING "CLEAN AIR / VANPOOL / EV". THE LOWER EDGE OF THE LAST WORK IS TO ALIGN WITH THE END OF THE PARKING STALL.



TYPICAL FIRE TURN RADIUS
SCALE: 1" = 30'-0"

2

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAU PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

PROPOSED NEW WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
1	PLAN REVIEW COMMENTS	12-04-19

DEVELOPMENT MANAGER:



drawn by : RDG plot date : 11-20-19

checked by : JDL

stamp



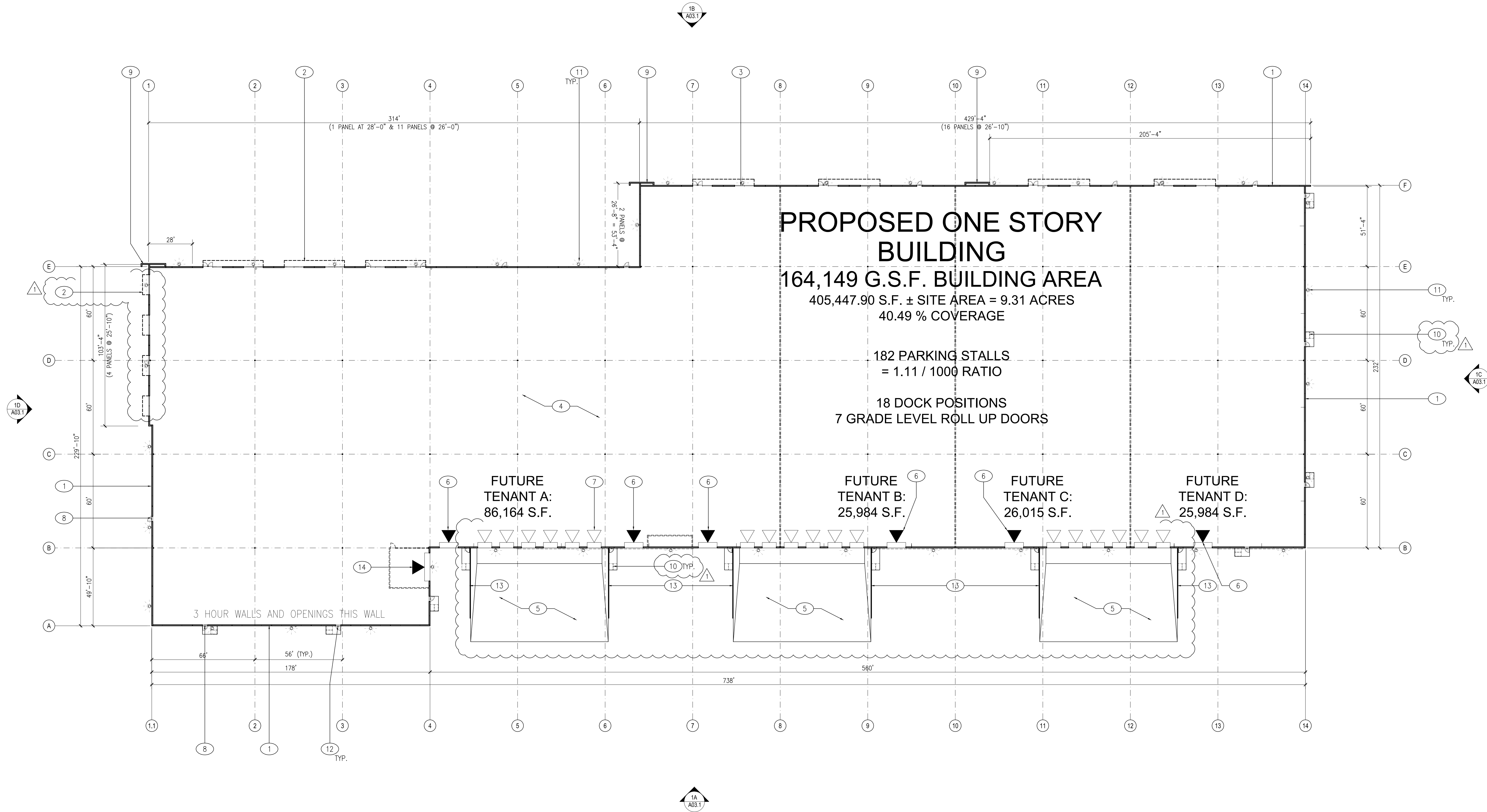
scale : AS NOTED

project number : 19443.00

PRELIMINARY FLOOR PLAN

sheet no. :

A02.1



NOTE:
FUTURE TENANTS TO PROVIDE TRANSIT INFORMATION IN A
PROMINENT AREA ACCESSIBLE TO EMPLOYEES FOR THE
RANCHO CORDOVAN AND ANY OTHER APPLICABLE TRANSIT
PROVIDER.

KEYNOTES:

- TYPICAL EXTERIOR WALLS TO BE TILT-UP CONCRETE WITH REVEALS AND A MULTICOLORED TEXTURED ELASTOMERIC FINISH SYSTEM. SEE EXTERIOR ELEVATIONS, SHEETS A03.1
- LINE OF ENTRY CANOPY ABOVE, (11) LOCATIONS TOTAL, SEE EXTERIOR ELEVATIONS, SHEETS A03.1
- TINTED GLAZING IN ALUMINUM FRAMES
- CONCRETE FLOOR SLAB
- DEPRESSED CONCRETE TRUCK DOCK
- 12' X 14' GRADE LEVEL ROLL UP DOOR
- 9' X 10' DOCK LEVEL ROLL UP DOOR
- 3' X 7' STEEL MAN DOOR, WHERE DOORS ARE SHOWN AT GLAZING, DOORS TO BE STOREFRONT DOORS
- EXTERIOR TILT-UP CONCRETE ACCENT WALL, TYP. SEE EXTERIOR ELEVATIONS, SHEET A03.1 FOR FINISHES
- DASH-DOT OUTLINE INDICATED AREA OF ASSISTED RESCUE.
- INDICATES LOCATION OF SURFACE MOUNTED EXTERIOR SITE LIGHT FIXTURE ABOVE, SEE EXTERIOR ELEVATIONS, SHEET A03.1. SEE PHOTOMETRIC DRAWINGS
- INDICATES LOCATION OF SURFACE MOUNTED EMERGENCY LIGHT FIXTURE CENTERED ABOVE DOOR, TYPICAL AT ALL EXTERIOR DOORS, SEE EXTERIOR ELEVATIONS, SHEET A03.1
- CURB WITH GUARDRAIL AT EACH SIDE OF DEPRESSED LOADING DOCKS, TYP. SEE DETAIL 18/A01.3
- 10' X 18' GRADE LEVEL ROLL UP DOOR

**PROPOSED NEW
WAREHOUSE BUILDING**

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
	PLAN REVIEW COMMENTS	12-04-19

DEVELOPMENT MANAGER:



drawn by : RDG plot date : 11-20-19

checked by : JDL

stamp



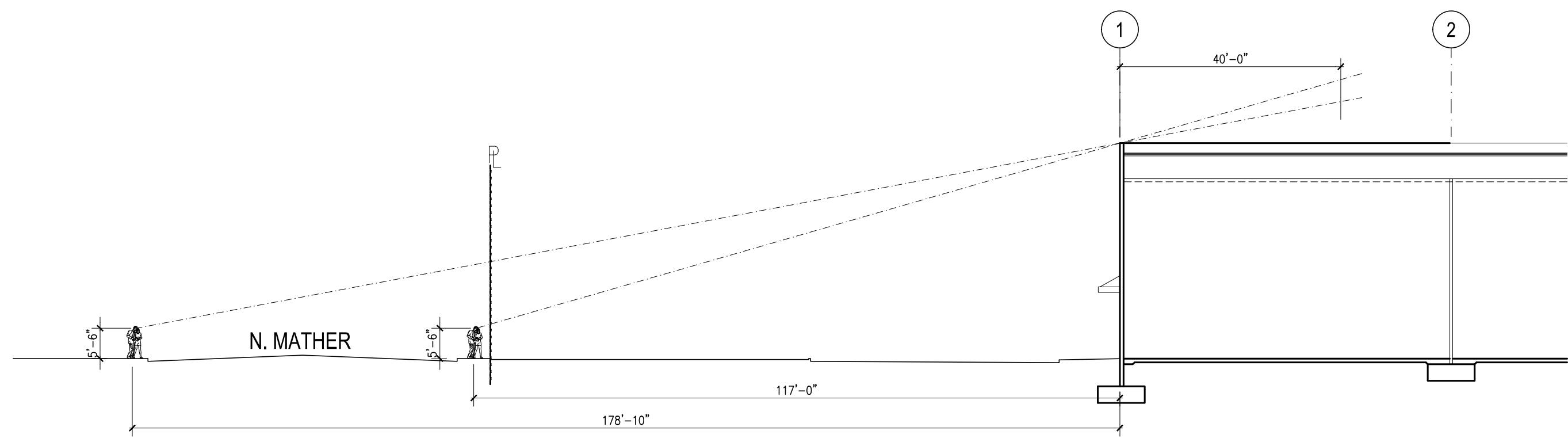
scale : AS NOTED

project number : 19443.00

**PRELIMINARY
ROOF PLAN**

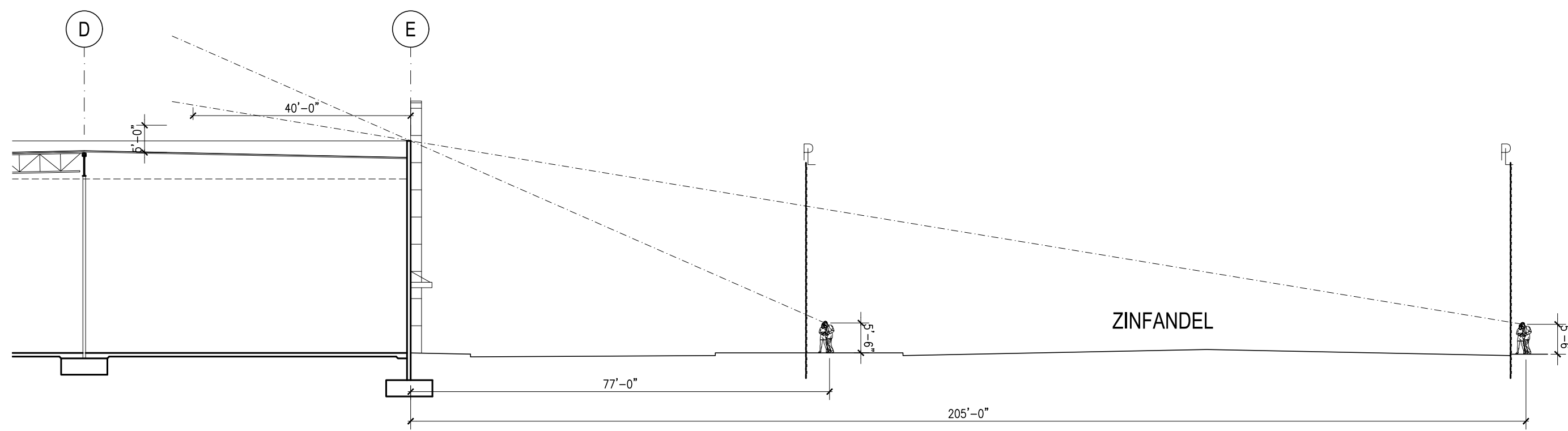
sheet no. :

A02.2



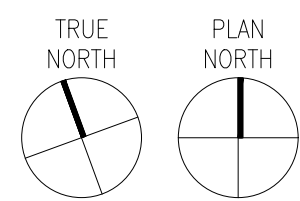
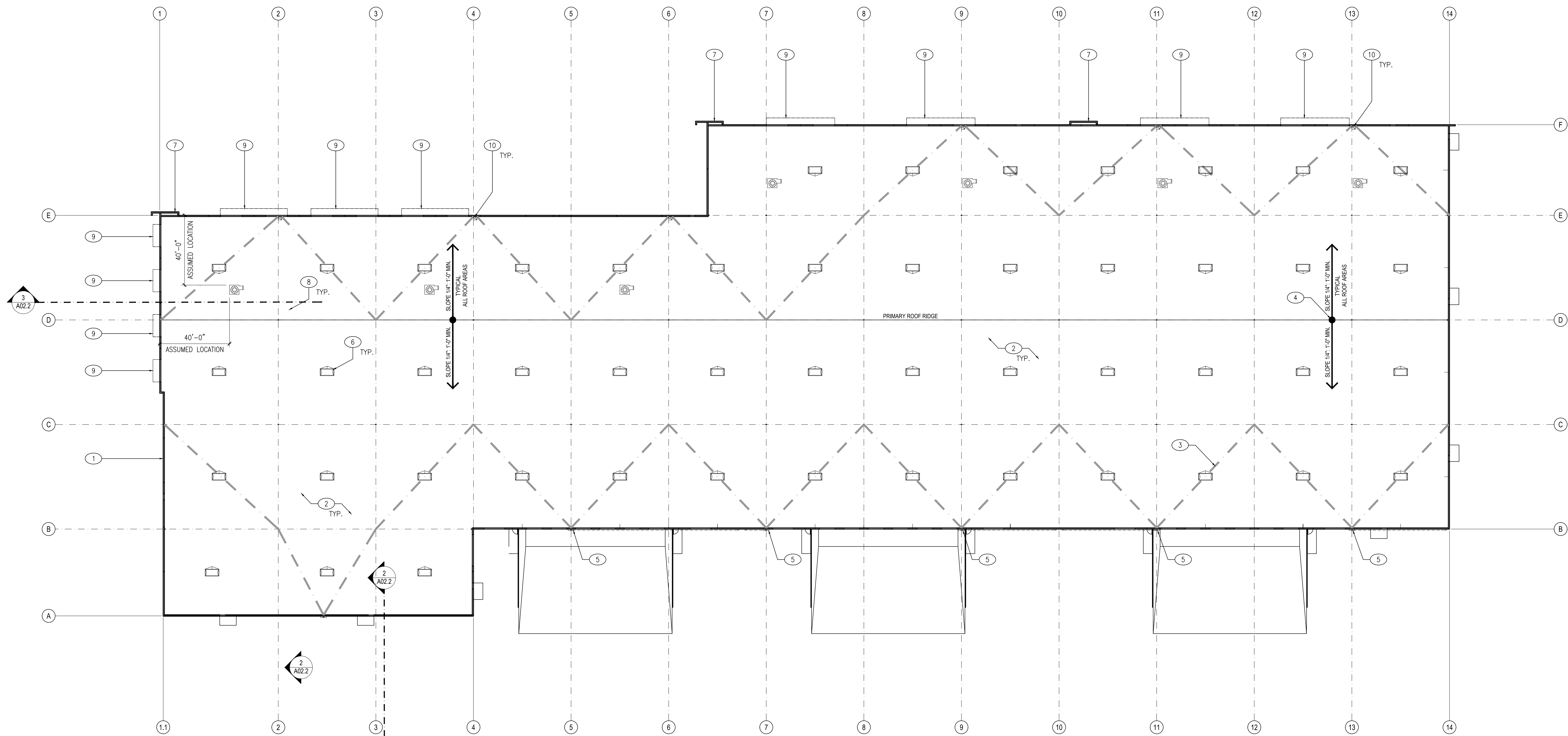
LINE OF SIGHT DETAIL @ N. MATHER BLVD.
SCALE: 1" = 20'-0"

3



LINE OF SIGHT DETAIL @ ZINFANDEL
SCALE: 1" = 20'-0"

2



ROOF PLAN
SCALE: 1" = 30'-0"

1

KEYNOTES:

- LINE OF TYPICAL PARAPET WALL.
- TYPICAL LOW SLOPE ROOF 1/4" PER 12" MIN SLOPE. ROOF ASSEMBLY CONSISTS OF A TPO SINGLE PLY SYSTEM OVER 1/2" STRUCTURAL SHEATHING OVER SLOPED STRUCTURAL FRAMING.
- THICK DASHED GRAY LINE INDICATES WARPED ROOF AREA
- INDICATES DIRECTION OF ROOF SLOPE
- INDICATES LOCATION OF SURFACE MOUNTED SCUPPER BOX AND DOWNSPOUT BELOW. EACH SCUPPER BOX PROVIDES A ROOF DRAIN VIA THE DOWNSPOUT AND ROOF OVERFLOW OPENING AT THE EXTERIOR TILT-UP WALLS. TYPICAL SEE 13/A09.3
- INDICATES LOCATION OF 4' X 8' SELF-CURBING DUAL DOME SKYLIGHT. PROVIDE SHAPED FOAM CRICKET AT HIGH SIDE(S) OF SKYLIGHT CURB TO PROVIDE SLOPE FOR DRAINAGE. 36 TOTAL SEE 10/A09.2
- EXTERIOR TILT-UP CONCRETE ACCENT WALL, TYP. SEE EXTERIOR ELEVATIONS, SHEET A03.1 FOR FINISHES
- POTENTIAL LOCATION OF FUTURE ROOF MOUNTED HVAC EQUIPMENT. ALL ROOF MOUNTED EQUIPMENT SHALL BE DETERMINED AT TIME OF TENANT IMPROVEMENTS AND SHALL BE SCREENED FROM VIEW BY NATURE OF IT'S PLACEMENT OR BY A FUTURE MECHANICAL SCREEN.
- STEEL CANOPY BELOW, SEE A03.1 AND DETAILS 3 & 6/A09.3
- ROOF DRAIN, SEE DETAIL 10/A09.3 PLUMBING PLANS AND A031.

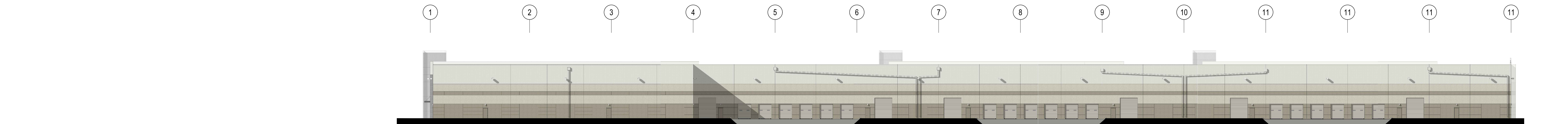
PROPOSED NEW
WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

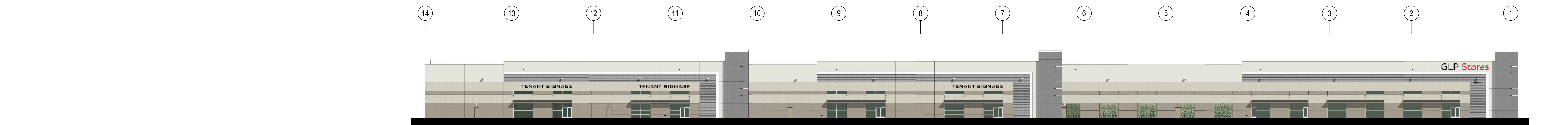
approved for the owner by :

approved for the architect by :

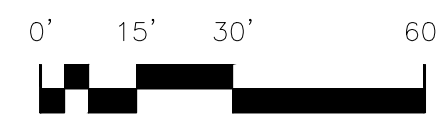
issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
△	PLAN REVIEW COMMENTS	12-04-19



A: SOUTH ELEVATION

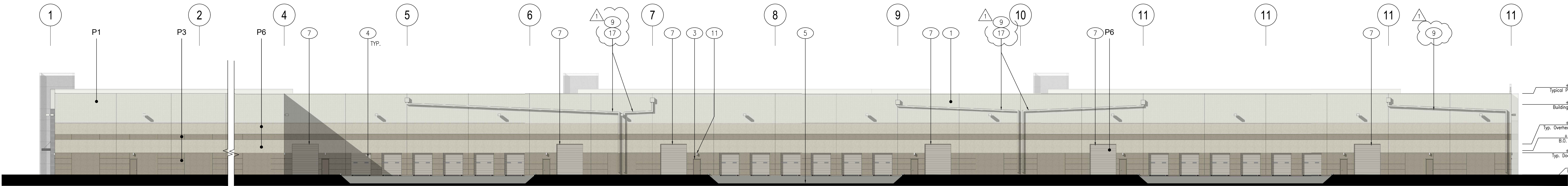


B: NORTH ELEVATION

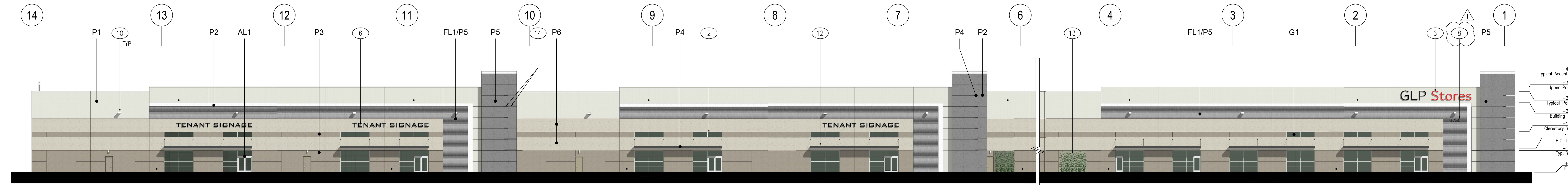


OVERALL EXTERIOR ELEVATIONS
SCALE: 1" = 30'-0"

2



A: SOUTH ELEVATION



GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUANG PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

PROPOSED NEW WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
△	PLAN REVIEW COMMENTS	12-04-19

LM LAUGENOUR
AND MEIKLE
CIVIL ENGINEERING-LAND SURVEYING-PLANNING
608 COURT STREET, WOODLAND, CA 95665
PHONE: (530) 862-1755 • WEB: www.lmce.net

DEVELOPMENT MANAGER:



drawn by : JB plot date : 12-04-19

checked by : PF

stamp

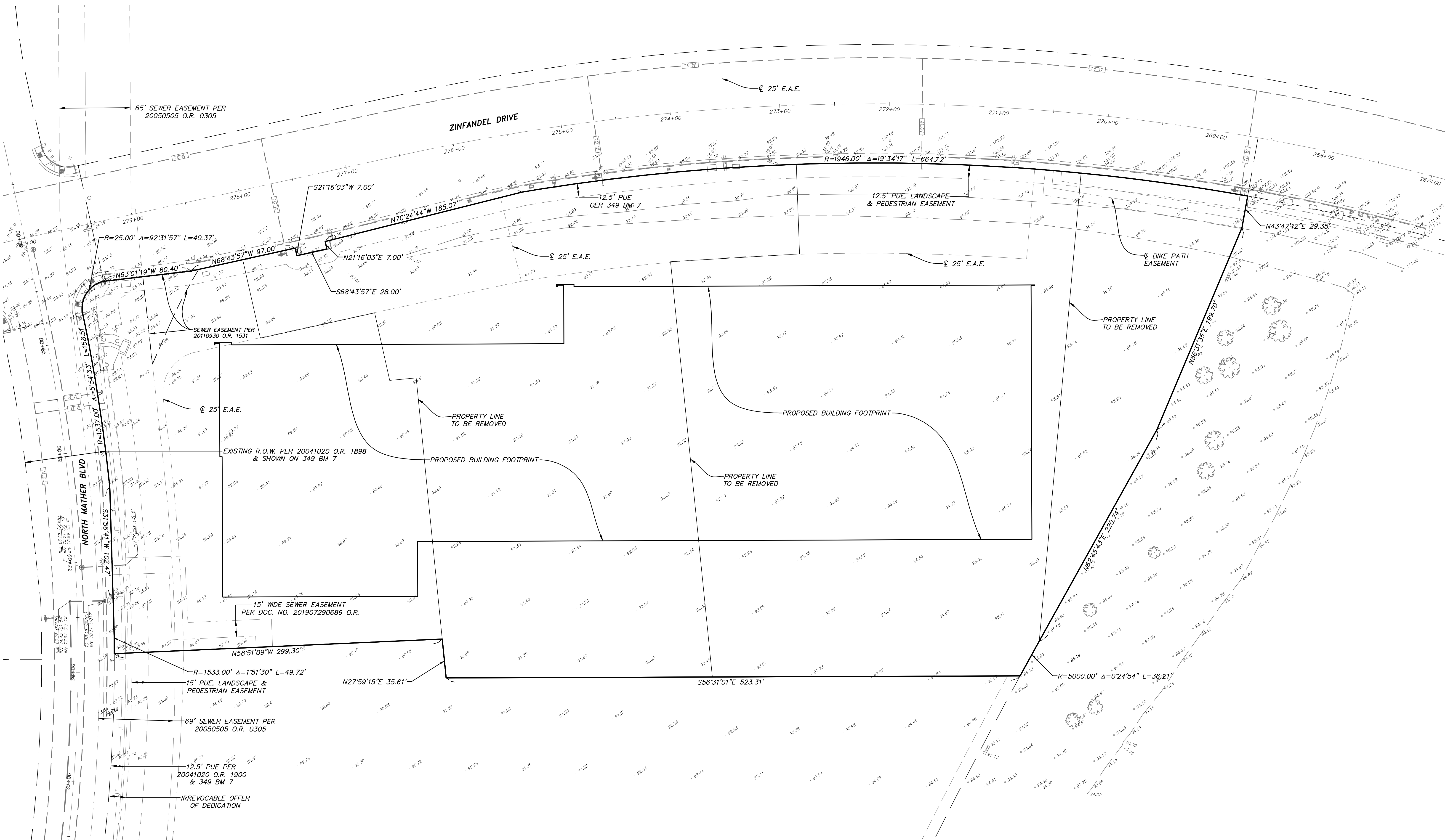


scale : AS NOTED

project number : 19443.00

TOPOGRAPHIC SURVEY & DEMOLITION PLAN C101

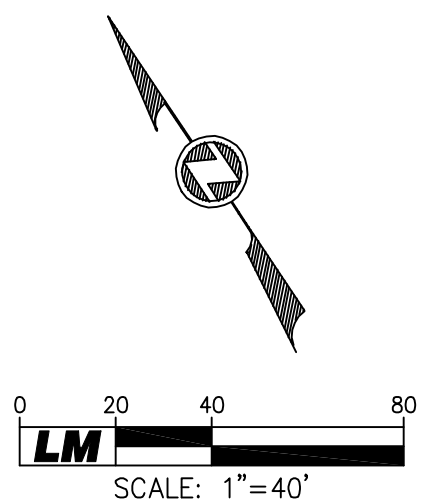
sheet no. : SHEET 1 OF 9

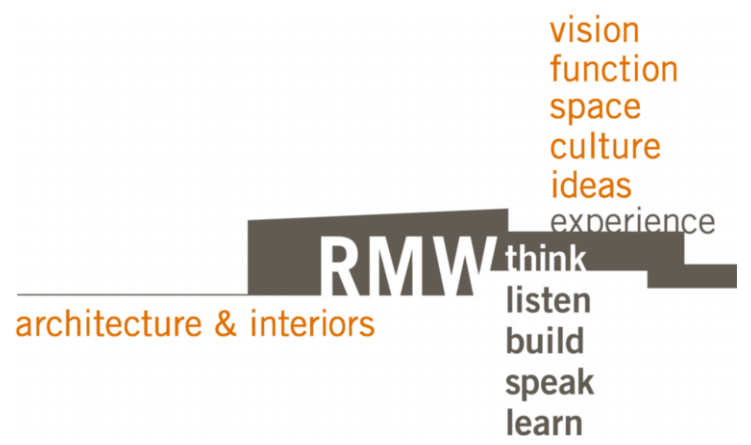


GENERAL NOTES:

- CONTRACTOR SHALL POTHOLE AND VERIFY DEPTHS AND LOCATIONS OF EXISTING UTILITIES AS FIRST ITEM OF WORK, AND NOTIFY ENGINEER OF ANY CONFLICTS.
- CONTRACTOR SHALL COORDINATE UTILITY SHUTOFFS AND TERMINATIONS WITH UTILITY COMPANIES. CONTRACTOR SHALL PROVIDE PROOF OF SHUTOFFS PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL REMOVE ALL OBSTRUCTIONS, BOTH ABOVE AND BELOW GROUND AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. WHEN FEASIBLE SUCH WORK SHALL BE COMPLETED PRIOR TO GRADING.
- ALL UNSUITABLE AND SURPLUS MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS SPECIFIED OTHERWISE.
- WHERE EXISTING LANDSCAPE AREAS ARE DISTURBED, REPLACE IN KIND OR EXTEND AS REQUIRED TO MATCH EXISTING.
- THE CONTRACTOR SHALL ADJUST ALL EXISTING MANHOLES, VAULTS, AND VALVE BOXES WITHIN THE WORK AREA TO GRADE, EVEN THOSE THAT MAY NOT SPECIFICALLY BE NOTED. ALL DAMAGED BOXES SHALL BE REPLACED WITH NEW BOXES.

CONSTRUCTION NOTES:





1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.448.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUANG PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

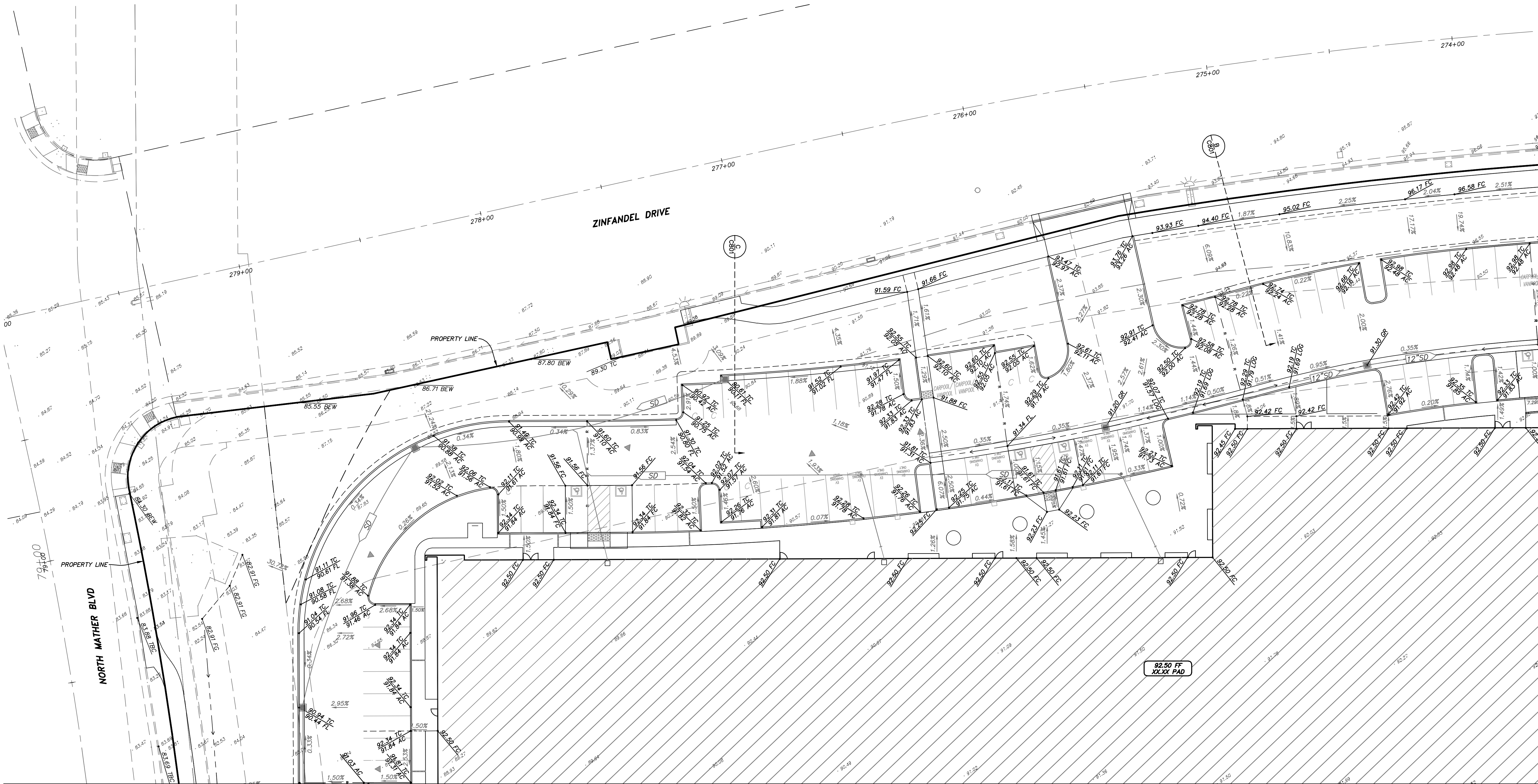
**PROPOSED NEW
WAREHOUSE BUILDING**

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
△	PLAN REVIEW COMMENTS	12-04-19



SEE SHEET C304

SEE SHEET C302

GENERAL GRADING NOTES:

- ALL EARTHWORK ACTIVITIES, INCLUDING EXCAVATION, GRADING, SCARIFYING, MOISTURIZING, FILL PLACEMENT, COMPACTION, ETC., SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE PROJECT GEOTECHNICAL ENGINEERING REPORT AND IN CONFORMANCE WITH THE CITY STANDARD SPECIFICATIONS, CALIFORNIA BUILDING CODE (C.B.C.), AND WITH THE GRADING PLAN.
- THE GEOTECHNICAL ENGINEER SHALL OBSERVE THE GRADING ACTIVITIES AND PERFORM COMPACTION TESTING FOR THIS PROJECT. THE CONTRACTOR SHALL PROVIDE AT LEAST 24 HOURS NOTICE TO THE GEOTECHNICAL ENGINEER OF THE NEED FOR OBSERVATION AND TESTING SERVICES. THE PROJECT OWNER WILL PAY FOR THE COST OF PROVIDING THESE SERVICES; HOWEVER, IF SAMPLES OF MATERIALS ARE SUBMITTED WHICH FAIL TO PASS THE SPECIFIED TESTS OR IF WORK IS PERFORMED WHICH FAILS TO MEET THESE SPECIFICATIONS, THE CONTRACTOR SHALL PAY FOR ALL SUBSEQUENT RE-TESTS AND RE-INSPECTIONS.
- EARTHWORK SHALL INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO CONSTRUCT THE SITE TO THE GRADES SHOWN. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE DISPOSAL OF EXCESS EXCAVATION OR FOR THE IMPORT OF MATERIAL.
- TO ACCOMMODATE TRENCH AND FOUNDATION SPOILS, THE CONTRACTOR'S GRADING SHALL INCLUDE UNDERCUTTING OF PAVED AREAS AS APPROPRIATE, OR SOME OTHER METHOD APPROVED BY THE ENGINEER. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE DISPOSAL OF EXCESS EXCAVATION OR FOR THE IMPORT OF MATERIAL.
- CONTRACTOR SHALL OVEREXCAVATE LANDSCAPE AREAS TO ACCOMMODATE SITE STRIPPINGS. STRIPPINGS ARE NOT ALLOWED IN PAVING OR BUILDING AREAS.
- ALL CUT SLOPES SHALL BE ROUNDED AT THE "BREAK" SO THAT THEY BLEND WITH THE NATURAL GROUND CONTOUR.
- INSTALL 12" CURB OPENING PER DETAIL X, SHEET CXXX AT LOCATIONS NOTED AS "GAP" ON GRADING PLAN.

GRADING NOTES:

- THERE ARE NO PLANNED PERMANENT GRADING SPOILS AREAS PLANNED FOR THE SITE.
- ALL TEMPORARY GRADING SPOILS AREAS REQUIRED FOR THE CONSTRUCTION OF THE SITE SHALL BE MAINTAINED UTILIZING BMP'S WHICH WILL BE REQUIRED WITH THE PROJECT SWPPP.

CONSTRUCTION NOTES ○:

-

**LM LAUGENOUR
AND MEIKLE**
CIVIL ENGINEERING-LAND SURVEYING-PLANNING
6018 COURT STREET, WOODLAND, CA 95665
PHONE: (530) 862-1755 • WEB: www.lmce.net

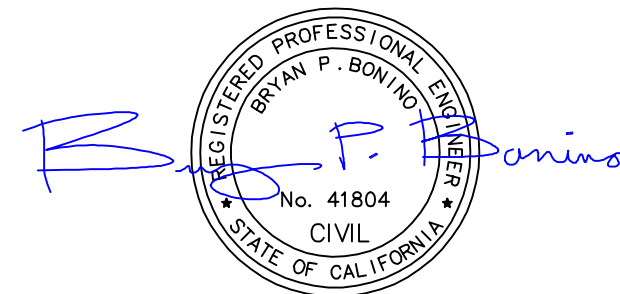
DEVELOPMENT MANAGER:



drawn by : JB plot date : 12-04-19

checked by : PF

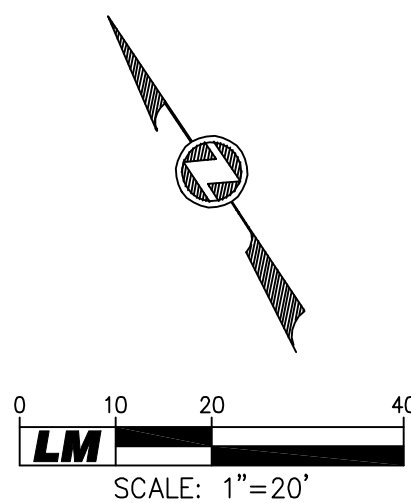
stamp



scale : AS NOTED
project number : 19443.00

**GRADING &
DRAINAGE PLAN
C301**

sheet no. : SHEET 2 OF 9



GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAU PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

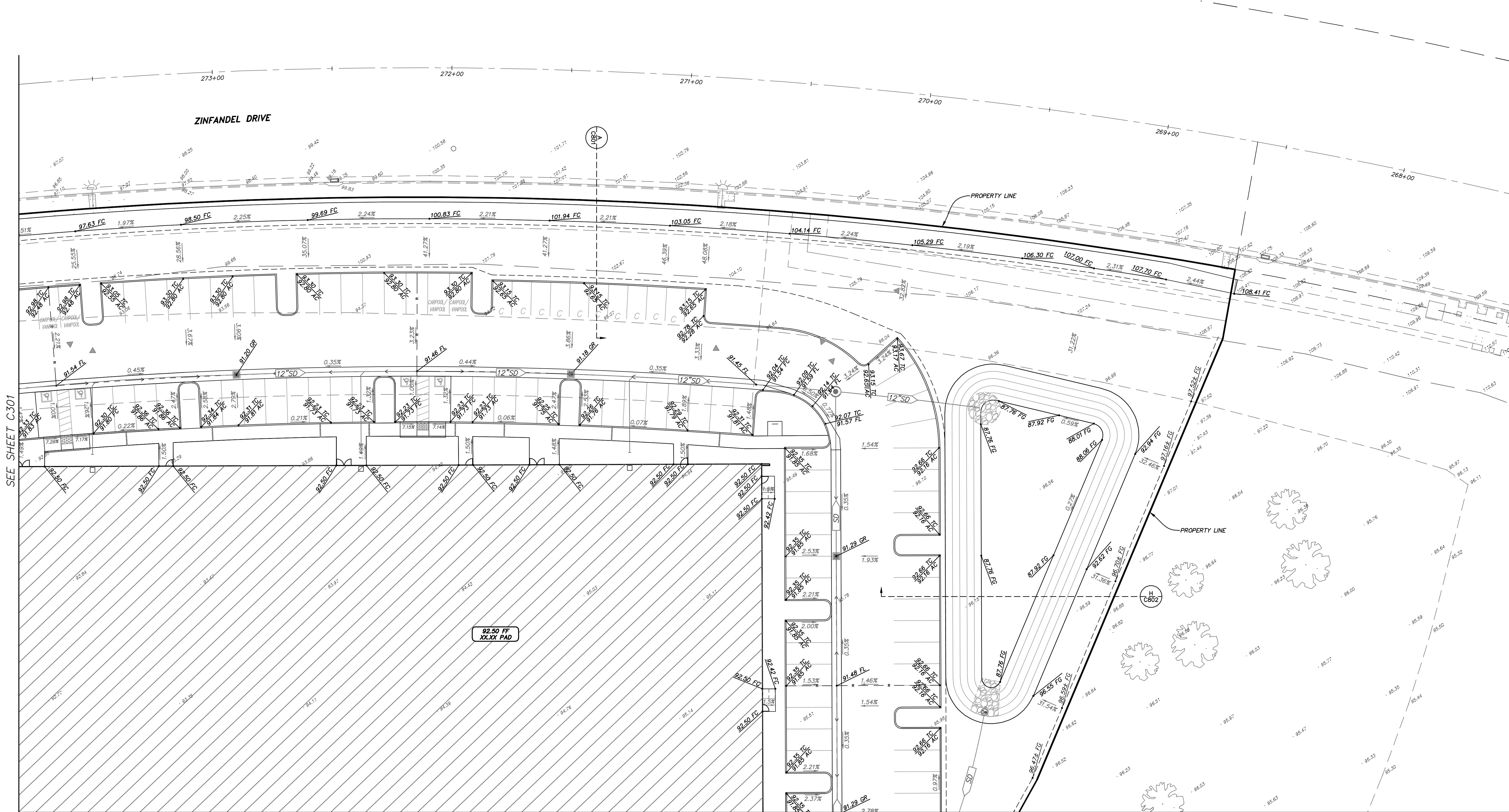
PROPOSED NEW WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
1	PLAN REVIEW COMMENTS	12-04-19



GENERAL GRADING NOTES:

- ALL EARTHWORK ACTIVITIES, INCLUDING EXCAVATION, GRADING, SCARIFYING, MOISTURIZING, FILL PLACEMENT, COMPACTION, ETC., SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE PROJECT GEOTECHNICAL ENGINEERING REPORT AND IN CONFORMANCE WITH THE CITY STANDARD SPECIFICATIONS, CALIFORNIA BUILDING CODE (C.B.C.), AND WITH THE GRADING PLAN.
- THE GEOTECHNICAL ENGINEER SHALL OBSERVE THE GRADING ACTIVITIES AND PERFORM COMPACTION TESTING FOR THIS PROJECT. THE CONTRACTOR SHALL PROVIDE AT LEAST 24 HOURS NOTICE TO THE GEOTECHNICAL ENGINEER OF THE NEED FOR OBSERVATION AND TESTING SERVICES. THE PROJECT OWNER WILL PAY FOR THE COST OF PROVIDING THESE SERVICES; HOWEVER, IF SAMPLES OF MATERIALS ARE SUBMITTED WHICH FAIL TO PASS THE SPECIFIED TESTS OR IF WORK IS PERFORMED WHICH FAILS TO MEET THESE SPECIFICATIONS, THE CONTRACTOR SHALL PAY FOR ALL SUBSEQUENT RE-TESTS AND RE-INSPECTIONS.
- EARTHWORK SHALL INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO CONSTRUCT THE SITE TO THE GRADES SHOWN. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE DISPOSAL OF EXCESS EXCAVATION OR FOR THE IMPORT OF MATERIAL.
- TO ACCOMMODATE TRENCH AND FOUNDATION SPOILS, THE CONTRACTOR'S GRADING SHALL INCLUDE UNDERCUTTING OF PAVED AREAS AS APPROPRIATE, OR SOME OTHER METHOD APPROVED BY THE ENGINEER. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE DISPOSAL OF EXCESS EXCAVATION OR FOR THE IMPORT OF MATERIAL.
- CONTRACTOR SHALL OVEREXCAVATE LANDSCAPE AREAS TO ACCOMMODATE SITE STRIPPINGS. STRIPPINGS ARE NOT ALLOWED IN PAVING OR BUILDING AREAS.
- ALL CUT SLOPES SHALL BE ROUNDED AT THE "BREAK" SO THAT THEY BLEND WITH THE NATURAL GROUND CONTOUR.
- INSTALL 12" CURB OPENING PER DETAIL X, SHEET CXXX AT LOCATIONS NOTED AS "GAP" ON GRADING PLAN.

GRADING NOTES:

- THERE ARE NO PLANNED PERMANENT GRADING SPOILS AREAS PLANNED FOR THE SITE.
- ALL TEMPORARY GRADING SPOILS AREAS REQUIRED FOR THE CONSTRUCTION OF THE SITE SHALL BE MAINTAINED UTILIZING BMP'S WHICH WILL BE REQUIRED WITH THE PROJECT SWPPP.

CONSTRUCTION NOTES:

-

LM LAUGENOUR
AND MEIKLE
CIVIL ENGINEERING-LAND SURVEYING-PLANNING
6018 COURT STREET, WOODLAND, CA 95665
PHONE: (530) 662-1755 • WEB: www.lmce.net

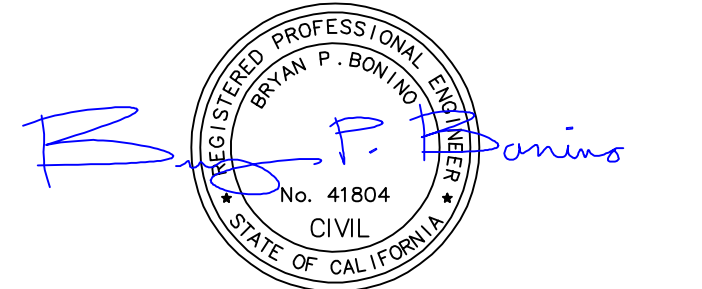
DEVELOPMENT MANAGER:



drawn by : JB plot date : 12-04-19

checked by : PF

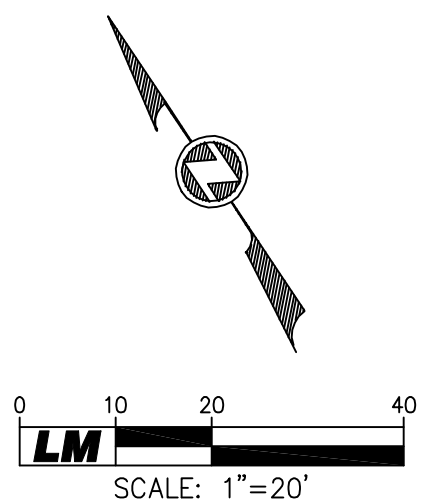
stamp

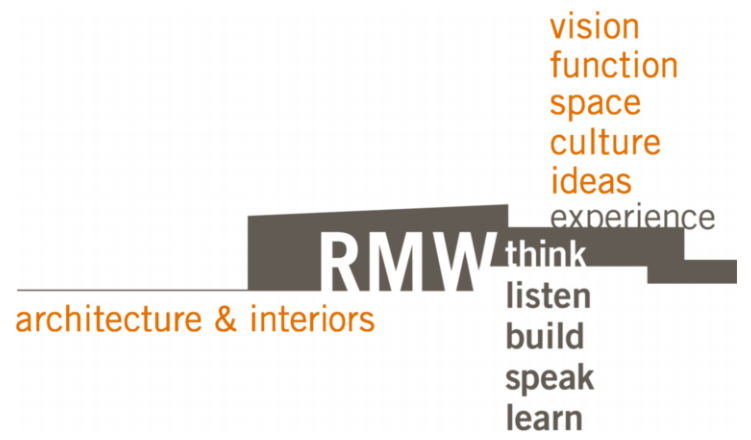


scale : AS NOTED
project number : 19443.00

GRADING & DRAINAGE PLAN C302

sheet no. : SHEET 3 OF 9





1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.448.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAU PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

**PROPOSED NEW
WAREHOUSE BUILDING**

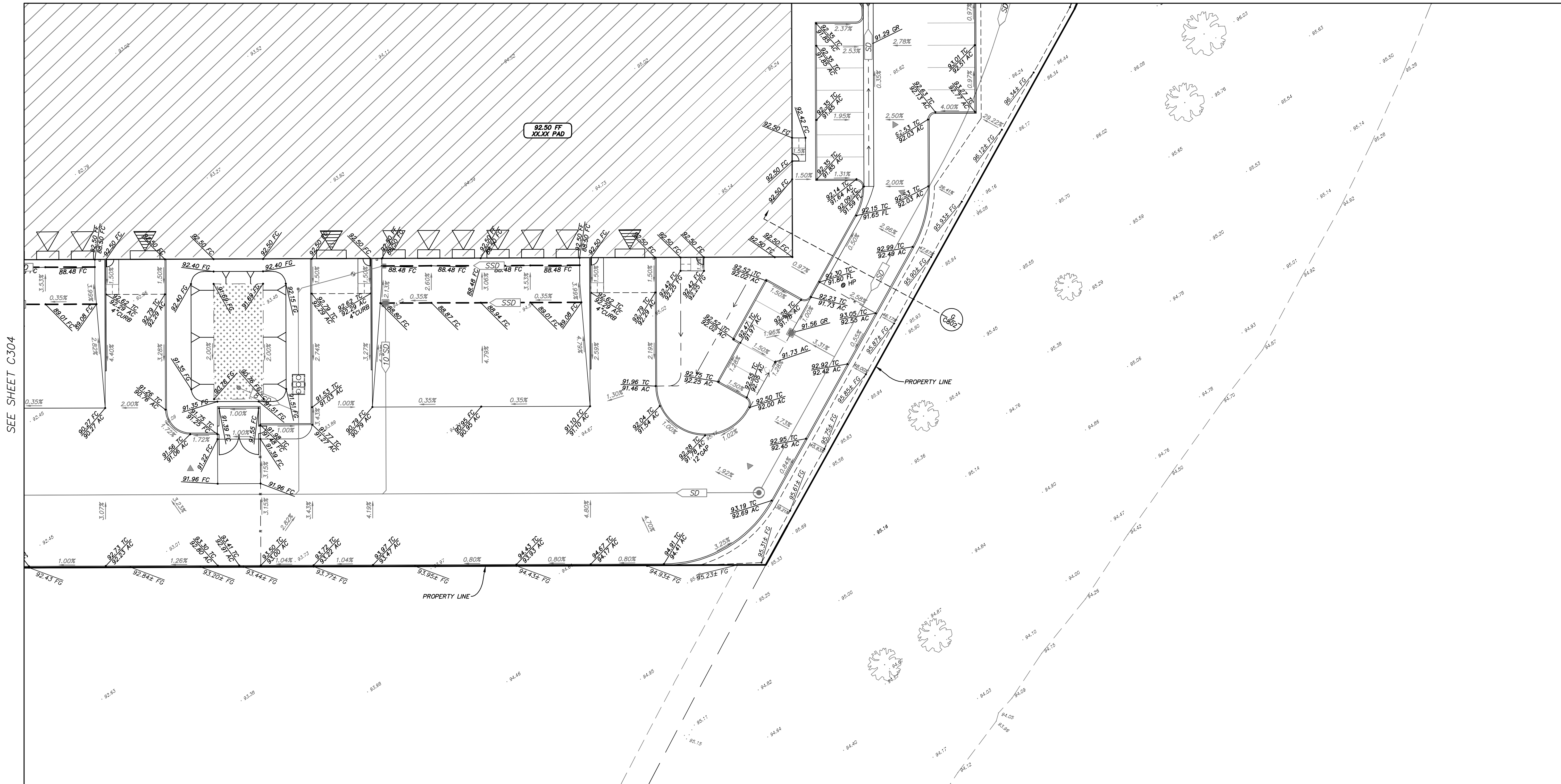
SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
	PLAN REVIEW COMMENTS	12-04-19

SEE SHEET C302



SEE SHEET C304

GENERAL GRADING NOTES:

- ALL EARTHWORK ACTIVITIES, INCLUDING EXCAVATION, GRADING, SCARIFYING, MOISTURIZING, FILL PLACEMENT, COMPACTION, ETC., SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE PROJECT GEOTECHNICAL ENGINEERING REPORT AND IN CONFORMANCE WITH THE CITY STANDARD SPECIFICATIONS, CALIFORNIA BUILDING CODE (C.B.C.), AND WITH THE GRADING PLAN.
- THE GEOTECHNICAL ENGINEER SHALL OBSERVE THE GRADING ACTIVITIES AND PERFORM COMPACTION TESTING FOR THIS PROJECT. THE CONTRACTOR SHALL PROVIDE AT LEAST 24 HOURS NOTICE TO THE GEOTECHNICAL ENGINEER OF THE NEED FOR OBSERVATION AND TESTING SERVICES. THE PROJECT OWNER WILL PAY FOR THE COST OF PROVIDING THESE SERVICES; HOWEVER, IF SAMPLES OF MATERIALS ARE SUBMITTED WHICH FAIL TO PASS THE SPECIFIED TESTS OR IF WORK IS PERFORMED WHICH FAILS TO MEET THESE SPECIFICATIONS, THE CONTRACTOR SHALL PAY FOR ALL SUBSEQUENT RE-TESTS AND RE-INSPECTIONS.
- EARTHWORK SHALL INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO CONSTRUCT THE SITE TO THE GRADES SHOWN. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE DISPOSAL OF EXCESS EXCAVATION OR FOR THE IMPORT OF MATERIAL.
- TO ACCOMMODATE TRENCH AND FOUNDATION SPOILS, THE CONTRACTOR'S GRADING SHALL INCLUDE UNDERCUTTING OF PAVED AREAS AS APPROPRIATE, OR SOME OTHER METHOD APPROVED BY THE ENGINEER. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE DISPOSAL OF EXCESS EXCAVATION OR FOR THE IMPORT OF MATERIAL.
- CONTRACTOR SHALL OVEREXCAVATE LANDSCAPE AREAS TO ACCOMMODATE SITE STRIPPINGS. STRIPPINGS ARE NOT ALLOWED IN PAVING OR BUILDING AREAS.
- ALL CUT SLOPES SHALL BE ROUNDED AT THE "BREAK" SO THAT THEY BLEND WITH THE NATURAL GROUND CONTOUR.
- INSTALL 12" CURB OPENING PER DETAIL X, SHEET CXXX AT LOCATIONS NOTED AS "GAP" ON GRADING PLAN.

GRADING NOTES:

- THERE ARE NO PLANNED PERMANENT GRADING SPOILS AREAS PLANNED FOR THE SITE.
- ALL TEMPORARY GRADING SPOILS AREAS REQUIRED FOR THE CONSTRUCTION OF THE SITE SHALL BE MAINTAINED UTILIZING BMP'S WHICH WILL BE REQUIRED WITH THE PROJECT SWPPP.

CONSTRUCTION NOTES

-



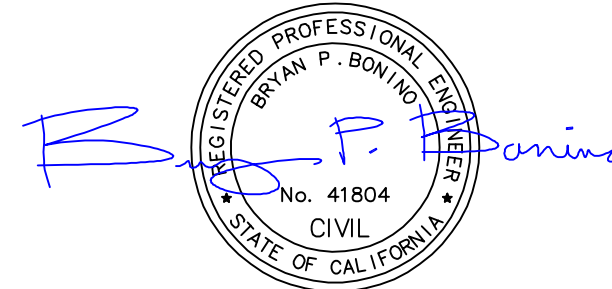
DEVELOPMENT MANAGER:



drawn by : JB plot date : 12-04-19

checked by : PF

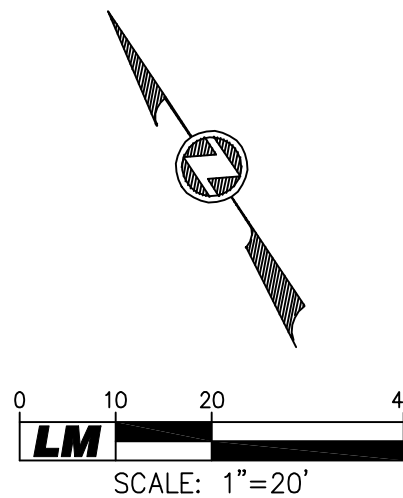
stamp

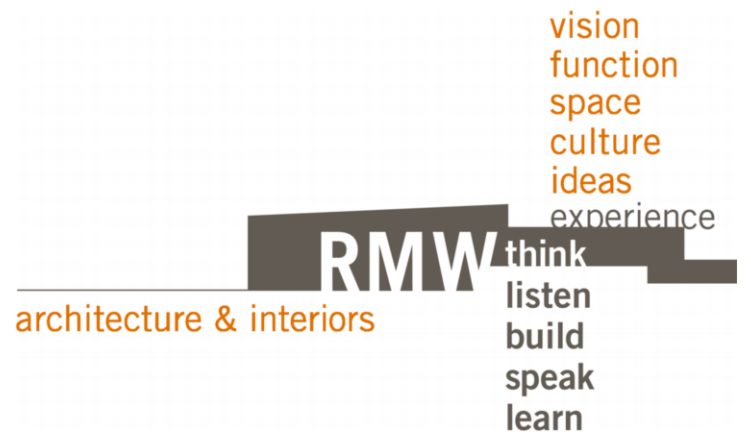


scale : AS NOTED
project number : 19443.00

**GRADING &
DRAINAGE PLAN
C303**

sheet no. : SHEET 4 OF 9





1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.449.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAU PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

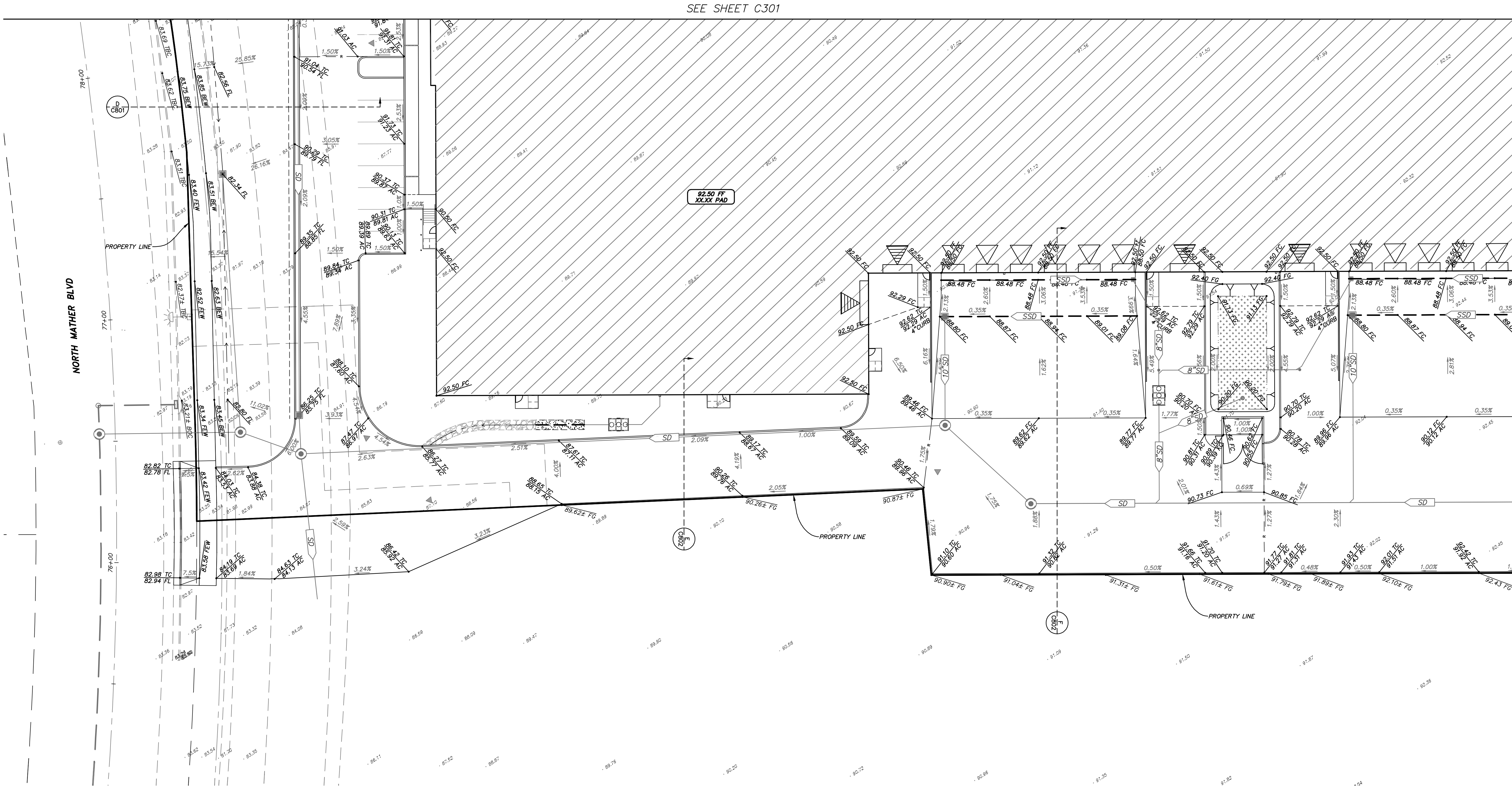
PROPOSED NEW WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
	PLAN REVIEW COMMENTS	12-04-19



GENERAL GRADING NOTES:

- ALL EARTHWORK ACTIVITIES, INCLUDING EXCAVATION, GRADING, SCARIFYING, MOISTURIZING, FILL PLACEMENT, COMPACTION, ETC., SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE PROJECT GEOTECHNICAL ENGINEERING REPORT AND IN CONFORMANCE WITH THE CITY STANDARD SPECIFICATIONS, CALIFORNIA BUILDING CODE (C.B.C.), AND WITH THE GRADING PLAN.
- THE GEOTECHNICAL ENGINEER SHALL OBSERVE THE GRADING ACTIVITIES AND PERFORM COMPACTION TESTING FOR THIS PROJECT. THE CONTRACTOR SHALL PROVIDE AT LEAST 24 HOURS NOTICE TO THE GEOTECHNICAL ENGINEER OF THE NEED FOR OBSERVATION AND TESTING SERVICES. THE PROJECT OWNER WILL PAY FOR THE COST OF PROVIDING THESE SERVICES; HOWEVER, IF SAMPLES OF MATERIALS ARE SUBMITTED WHICH FAIL TO PASS THE SPECIFIED TESTS OR IF WORK IS PERFORMED WHICH FAILS TO MEET THESE SPECIFICATIONS, THE CONTRACTOR SHALL PAY FOR ALL SUBSEQUENT RE-TESTS AND RE-INSPECTIONS.
- EARTHWORK SHALL INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO CONSTRUCT THE SITE TO THE GRADES SHOWN. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE DISPOSAL OF EXCESS EXCAVATION OR FOR THE IMPORT OF MATERIAL.
- TO ACCOMMODATE TRENCH AND FOUNDATION SPOILS, THE CONTRACTOR'S GRADING SHALL INCLUDE UNDERCUTTING OF PAVED AREAS AS APPROPRIATE, OR SOME OTHER METHOD APPROVED BY THE ENGINEER. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE DISPOSAL OF EXCESS EXCAVATION OR FOR THE IMPORT OF MATERIAL.
- CONTRACTOR SHALL OVEREXCAVATE LANDSCAPE AREAS TO ACCOMMODATE SITE STRIPPINGS. STRIPPINGS ARE NOT ALLOWED IN PAVING OR BUILDING AREAS.
- ALL CUT SLOPES SHALL BE ROUNDED AT THE "BREAK" SO THAT THEY BLEND WITH THE NATURAL GROUND CONTOUR.
- INSTALL 12" CURB OPENING PER DETAIL X, SHEET CXXX AT LOCATIONS NOTED AS "GAP" ON GRADING PLAN.

GRADING NOTES:

- THERE ARE NO PLANNED PERMANENT GRADING SPOILS AREAS PLANNED FOR THE SITE.
- ALL TEMPORARY GRADING SPOILS AREAS REQUIRED FOR THE CONSTRUCTION OF THE SITE SHALL BE MAINTAINED UTILIZING BMP'S WHICH WILL BE REQUIRED WITH THE PROJECT SWPPP.

CONSTRUCTION NOTES

-

LM LAUGENOUR
AND MEIKLE
CIVIL ENGINEERING-LAND SURVEYING-PLANNING
608 COURT STREET, WOODLAND, CA 95665
PHONE: (530) 662-1755 • WEB: www.lmce.net

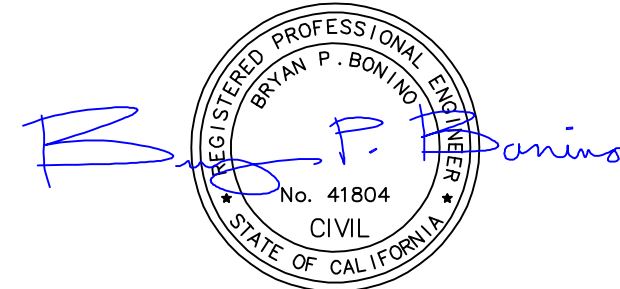
DEVELOPMENT MANAGER:



drawn by : JB plot date : 12-04-19

checked by : PF

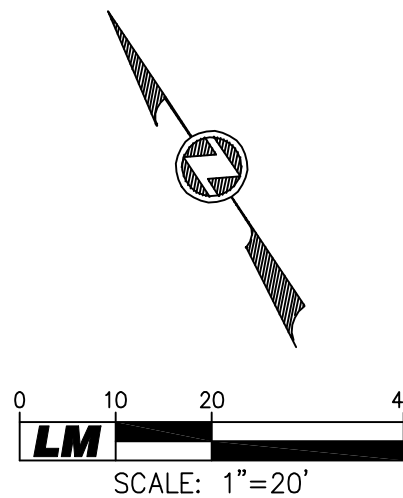
stamp



scale : AS NOTED
project number : 19443.00

GRADING & DRAINAGE PLAN C304

sheet no. : SHEET 5 OF 9



vision
function
space
culture
ideas
experience
RMWthink
listen
build
speak
learn

architecture & interiors

1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.449.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUANG PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

PROPOSED NEW WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
△	PLAN REVIEW COMMENTS	12-04-19

LM LAUGENOUR
AND MEIKLE
CIVIL ENGINEERING-LAND SURVEYING-PLANNING
605 COURT STREET, WOODLAND, CA 95665
PHONE: (530) 662-1755 • WEB: www.lmce.net

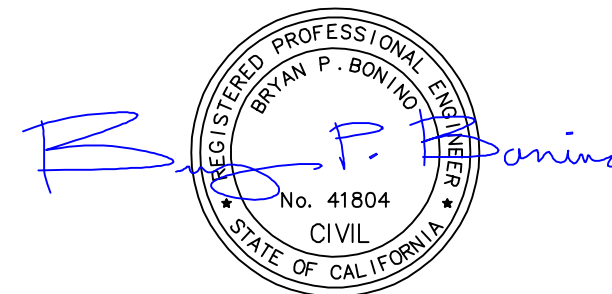
DEVELOPMENT MANAGER:



drawn by : JB plot date : 12-04-19

checked by : PF

stamp



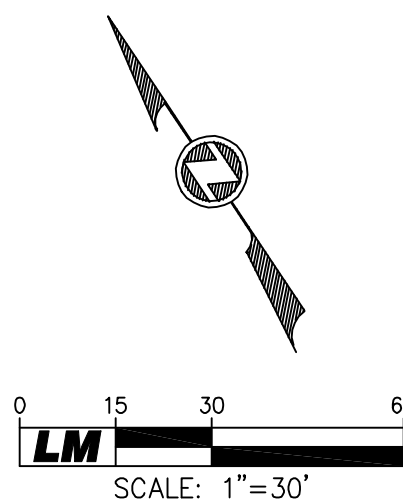
scale : AS NOTED

project number : 19443.00

UTILITIES PLAN

C401

sheet no. : SHEET 6 OF 9



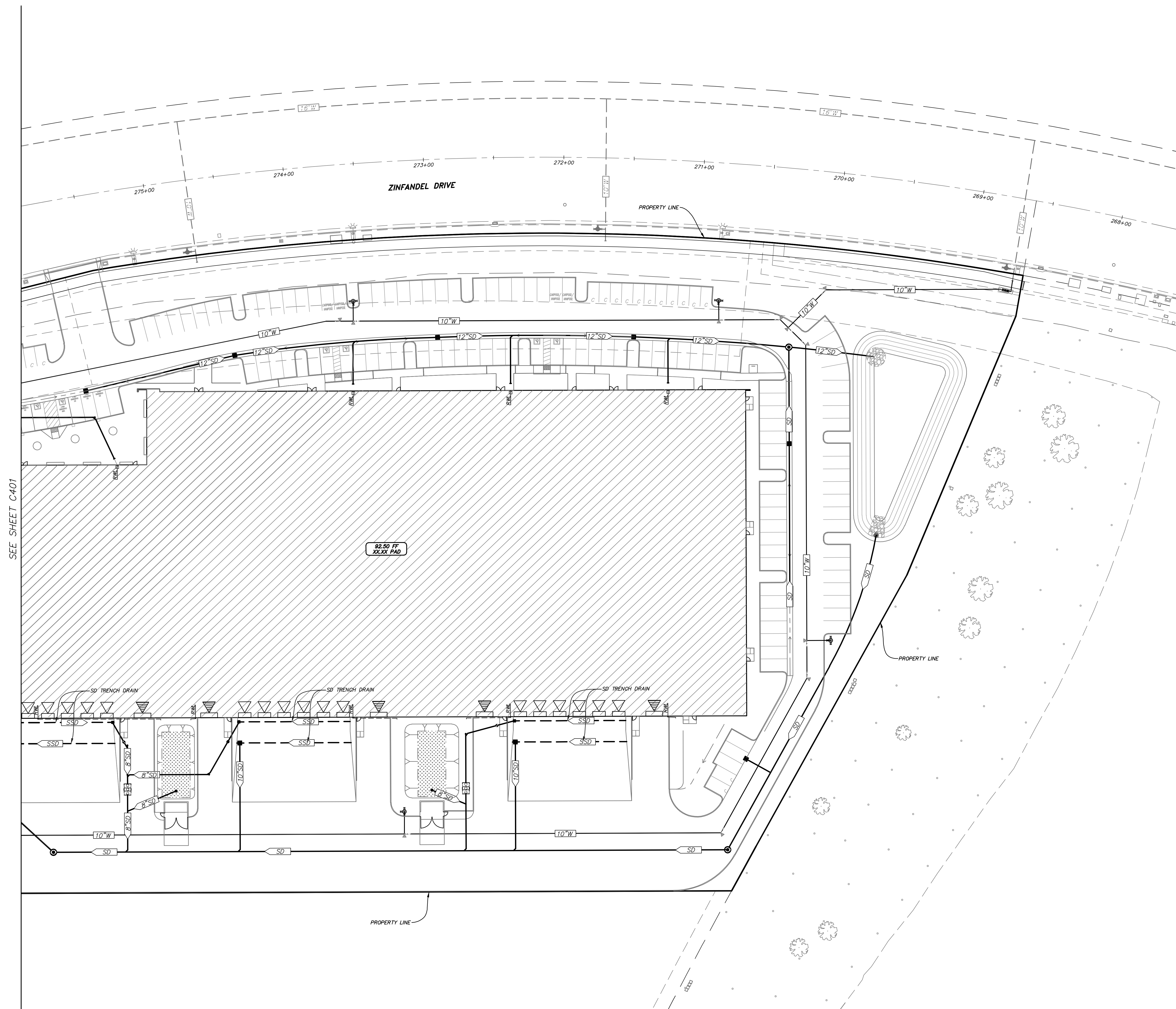
GENERAL UTILITY NOTES:

- POTHOLE & VERIFY EXISTING SEWER/STORM DRAIN AS FIRST ITEM OF WORK AND VERIFY INVERT ELEVATIONS WITH ENGINEER PRIOR TO BEGINNING WORK. CAUTION!!!! EXISTING UTILITIES. CAUTION!!!
- MAINTAIN 6" MIN. CLEAR SPACE BETWEEN ON-SITE PIPES, EXCEPT AS NOTED. AT ALL LOCATIONS WHERE WATER MAIN CROSSES BELOW SEWER AND STORM DRAIN LINES, CENTER PIPE LENGTH SO THAT JOINTS ARE 10' FROM THE CENTERLINE OF THE STORM DRAIN OR SEWER MAIN (TYPICAL).
- ELECTRICAL AND GAS LAYOUT TO BE VERIFIED WITH PG&E. SEE ELECTRICAL & MECHANICAL PLANS FOR EXACT LOCATION.
- CONTRACTOR SHALL PROVIDE CONNECTION DETAIL SUBMITTAL FOR DOWN SPOUT CONNECTIONS TO UNDERGROUND STORM DRAIN SYSTEM PRIOR TO BEGINNING ANY STORM DRAIN INSTALLATION WORK INCLUDING ANY REQUIRED FOOTING PENETRATIONS. CONTRACTOR SHALL REVIEW/VERIFY BUILDING CONNECTION LOCATIONS RELATED TO POTENTIAL FOOTING/FOUNDATION OR OTHER CONFLICTS THAT MAY OCCUR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE CONNECTIONS FOR ALL BUILDING DOWN SPOUTS TO THE UNDERGROUND STORM DRAIN SYSTEM UNLESS NOTED OTHERWISE. ROUTING OF THE STORM DRAIN PIPE TO DOWN SPOUTS ARE SHOWN FOR GENERAL LOCATION ONLY AND MAY NEED TO BE ADJUSTED DEPENDING ON THE CONTRACTOR'S ACTUAL METHODS OF CONSTRUCTION AND TIMING RELATED TO BUILDING AND SITE CONSTRUCTION.
- ALL FIRE HYDRANTS, PIV/FDC'S SHALL BE INSTALLED SO AS NOT TO BE BLOCKED BY PARKING STALLS, LOADING ZONES, LANDSCAPING, ETC.
- ALL FIRE HYDRANTS SHALL HAVE AN 18-INCH CLEARANCE FROM THE CENTER OF THE 4-1/2" DISCHARGE TO FINISHED GRADE LEVEL.
- ALL FIRE HYDRANTS SHALL BE INSTALLED WITH BREAK-OFF BOLTS AND/OR BREAK-OFF SPOOLS.
- ALL FIRE HYDRANTS SHALL BE EQUIPPED WITH A 3'X3' MINIMUM CONCRETE PAD AROUND THEM PER NFPA 24, 2019 EDITION. EXTEND PAD AS SHOWN ON PLANS TO BACK OF CURB.
- CONTRACTOR SHALL MODIFY DRAIN INLETS WITHIN VEHICULAR TRAFFIC AREA PER DETAIL XX, SHEET XXXX FOR SUBGRADE DRAINAGE.
- IF CONTRACTOR IS ORDERING PRECAST DRAINAGE INLETS, CONTRACTOR SHALL SUBMIT AN INSTALLATION MATRIX FOR EACH INLET WITH ALL INVERTS AND GRATES SHOWN FOR ENGINEERS APPROVAL PRIOR TO ORDERING.
- INSTALL THRUST BLOCK AT ALL WATER FITTINGS PER CITY OF RANCHO CORDOVA STANDARD DETAIL #XXX (▼ - TYPICAL).
- INSTALL WATER VALVES PER CITY OF RANCHO CORDOVA STANDARD DETAIL #XXX. ALL PLASTIC WATER MAINS SHALL HAVE TRACER WIRE PER DETAIL #XXX.
- REMOVE AND REPLACE EXISTING CURB GUTTER AND SIDEWALK AS NECESSARY TO INSTALL NEW UTILITIES. REPLACE PER CITY OF RANCHO CORDOVA DETAIL #XXX.
- FIRE PUMP HOUSE AND CORRESPONDING APPURTENANCES SHALL BE A DEFERRED SUBMITTAL.

CONSTRUCTION NOTES

1.

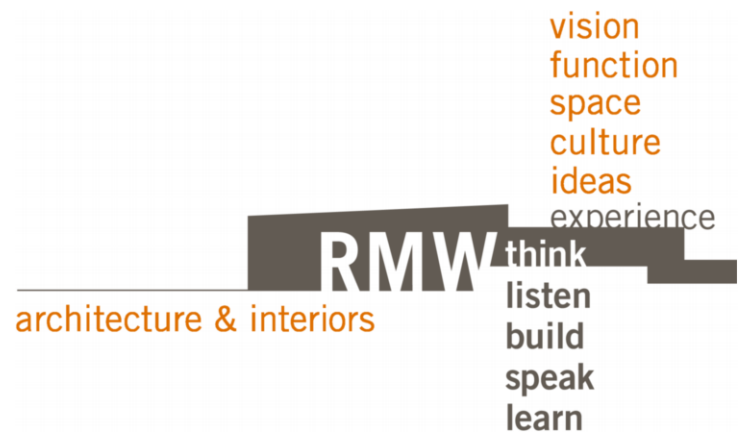
SEE SHEET C402



SEE SHEET C401

- A. POTHOLE & VERIFY EXISTING SEWER/STORM DRAIN AS FIRST ITEM OF WORK AND VERIFY INVERT ELEVATIONS WITH ENGINEER PRIOR TO BEGINNING WORK. CAUTION!!! EXISTING UTILITIES. CAUTION!!!
- B. MAINTAIN 6" MIN. CLEAR SPACE BETWEEN ON-SITE PIPES, EXCEPT AS NOTED. AT ALL LOCATIONS WHERE WATER MAIN CROSSES BELOW SEWER AND STORM DRAIN LINES, CENTER PIPE LENGTH SO THAT JOINTS ARE 10' FROM THE CENTERLINE OF THE STORM DRAIN OR SEWER MAIN (TYPICAL).
- C. ELECTRICAL AND GAS LAYOUT TO BE VERIFIED WITH PG&E. SEE ELECTRICAL & MECHANICAL PLANS FOR EXACT LOCATION.
- D. CONTRACTOR SHALL PROVIDE CONNECTION DETAIL SUBMITTAL FOR DOWN SPOUT CONNECTIONS TO UNDERGROUND STORM DRAIN SYSTEM PRIOR TO BEGINNING ANY STORM DRAIN INSTALLATION WORK INCLUDING ANY REQUIRED FOOTING PENETRATIONS. CONTRACTOR SHALL REVIEW/VERIFY BUILDING CONNECTION LOCATIONS RELATED TO POTENTIAL FOOTING FOUNDATION. IF ANY CONFLICTS THAT MAY OCCUR, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE CONNECTIONS FOR ALL BUILDING DOWN SPOUTS TO THE UNDERGROUND STORM DRAIN SYSTEM UNLESS NOTED OTHERWISE. ROUTING OF THE STORM DRAIN PIPE TO DOWN SPOUTS ARE SHOWN FOR GENERAL LOCATION ONLY AND MAY NEED TO BE ADJUSTED BASED ON THE CONTRACTOR'S ACTUAL METHODS OF CONSTRUCTION AND TIMING RELATED TO BUILDING AND SITE CONSTRUCTION.
- E. ALL FIRE HYDRANTS, PIV/FDC'S SHALL BE INSTALLED SO AS NOT TO BE BLOCKED BY PARKING STALLS, LOADING ZONES, LANDSCAPING, ETC.
- F. ALL FIRE HYDRANTS SHALL HAVE AN 18-INCH CLEARANCE FROM THE CENTER OF THE 4-1/2" DISCHARGE TO FINISHED GRADE LEVEL.
- G. ALL FIRE HYDRANTS SHALL BE INSTALLED WITH BREAK-OFF BOLTS AND/OR BREAK-OFF SPOOLS.
- H. ALL FIRE HYDRANTS SHALL BE EQUIPPED WITH A 3'X3' MINIMUM CONCRETE PAD AROUND THEM PER NFPA 24, 2019 EDITION. EXTEND PAD AS SHOWN ON PLANS TO BACK OF CURB.
- I. CONTRACTOR SHALL MODIFY DRAIN INLETS WITHIN VEHICULAR TRAFFIC AREA PER DETAIL XX, SHEET XXXX FOR SUBGRADE DRAINAGE.
- J. IF CONTRACTOR IS ORDERING PRECAST DRAINAGE INLETS, CONTRACTOR SHALL SUBMIT AN INSTALLATION MATRIX FOR EACH INLET WITH ALL INVERTS AND GRATES SHOWN FOR ENGINEERS APPROVAL PRIOR TO ORDERING.
- K. INSTALL THRUST BLOCK AT ALL WATER FITTINGS PER CITY OF RANCHO CORDOVA STANDARD DETAIL #XXX (TYPICAL).
- L. INSTALL WATER VALVES PER CITY OF RANCHO CORDOVA STANDARD DETAIL #XXX. ALL PLASTIC WATER MAIN SHALL HAVE TRACER WIRE PER DETAIL #XXX.
- M. REMOVE AND REPLACE EXISTING CURB GUTTER AND SIDEWALK AS NECESSARY TO INSTALL NEW UTILITIES. REPLACE PER CITY OF RANCHO CORDOVA DETAIL #XXX.
- N. FIRE PUMP HOUSE AND CORRESPONDING APPURTENANCES SHALL BE A DEFERRED SUBMITTAL.

1.



1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.449.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAN PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

PROPOSED NEW
WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
	PLAN REVIEW COMMENTS	12-04-19

LM LAUGENOUR
AND MEIKLE
CIVIL ENGINEERING-LAND SURVEYING-PLANNING
608 COURT STREET, WOODLAND, CA 95665
PHONE: (530) 662-1755 • WEB: www.lmce.net

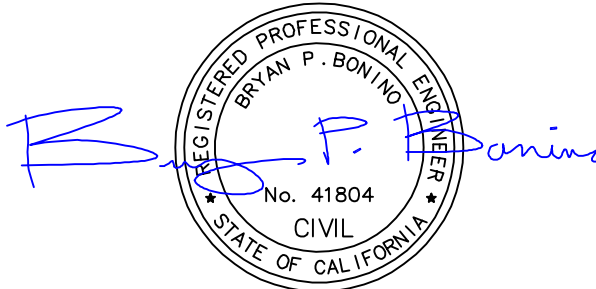
DEVELOPMENT MANAGER:



drawn by : JB plot date : 12-04-19

checked by : PF

stamp

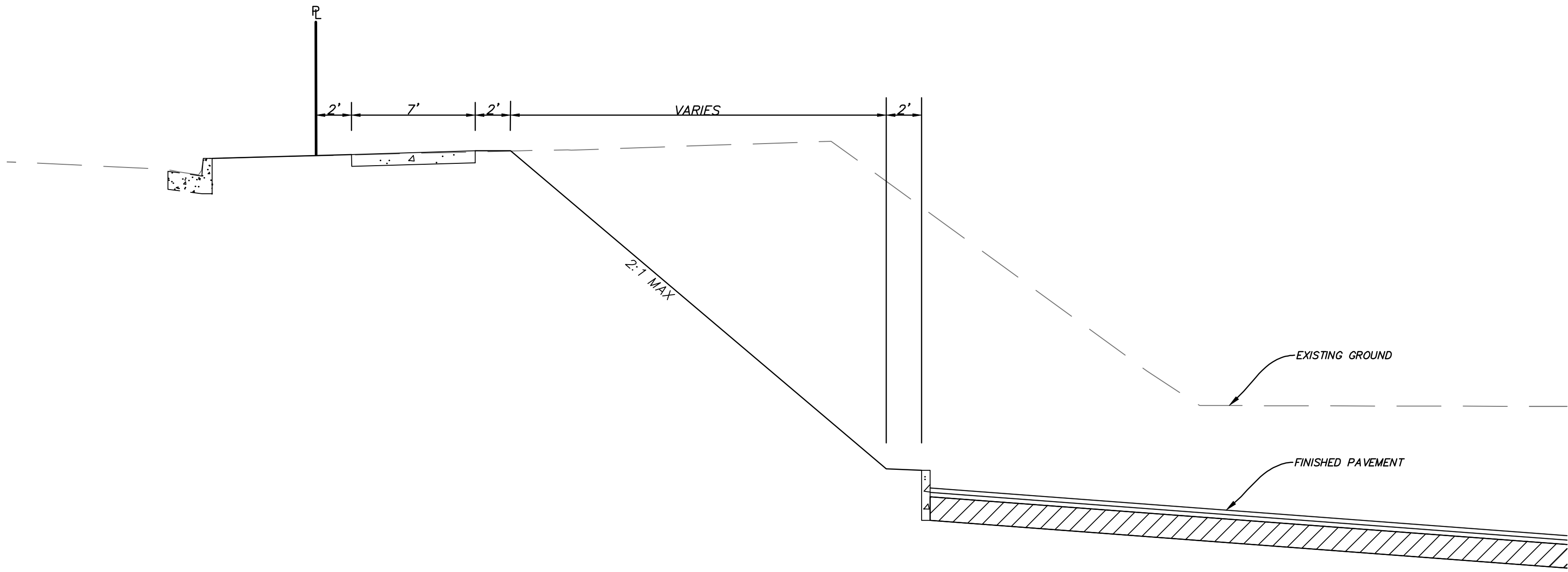


scale : AS NOTED
project number : 19443.00

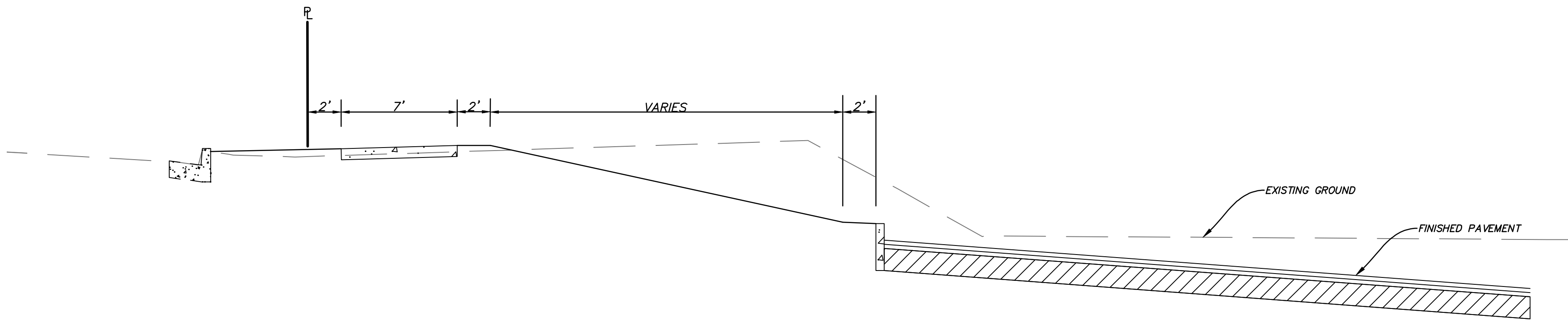
CROSS-SECTIONS

C801

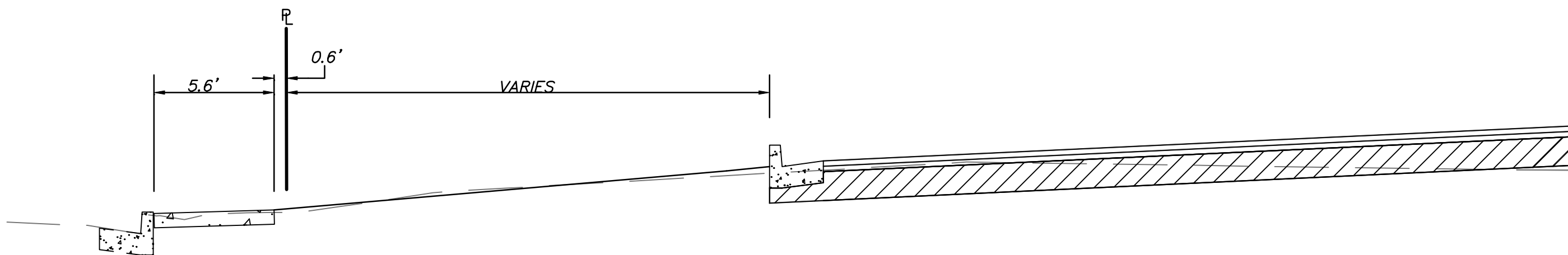
sheet no. : SHEET 8 OF 9



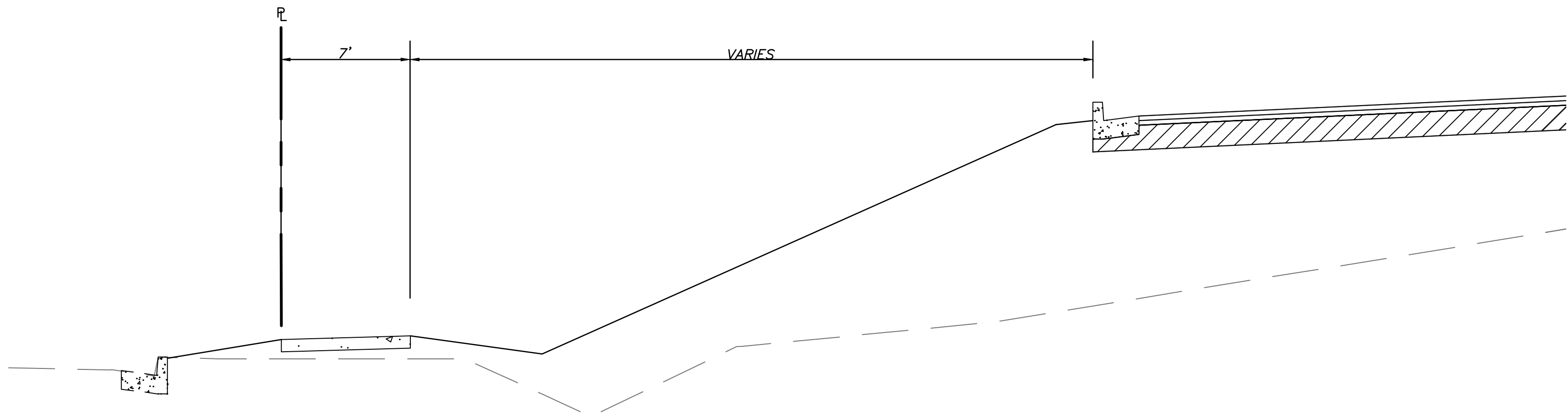
A NORTH WEST
NTS



B NORTH
NTS



C NORTH WEST
NTS



D WEST
NTS



1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.449.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAU PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

**PROPOSED NEW
WAREHOUSE BUILDING**

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
	PLAN REVIEW COMMENTS	12-04-19

LM LAUGENOUR
AND MEIKLE
CIVIL ENGINEERING-LAND SURVEYING-PLANNING
608 COURT STREET, WOODLAND, CA 95665
PHONE: (530) 662-1755 • WEB: www.lmce.net

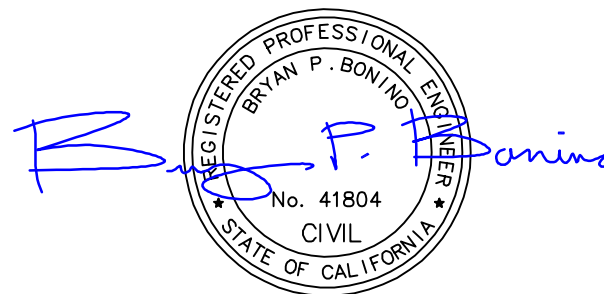
DEVELOPMENT MANAGER:



drawn by : JB plot date : 12-04-19

checked by : PF

stamp

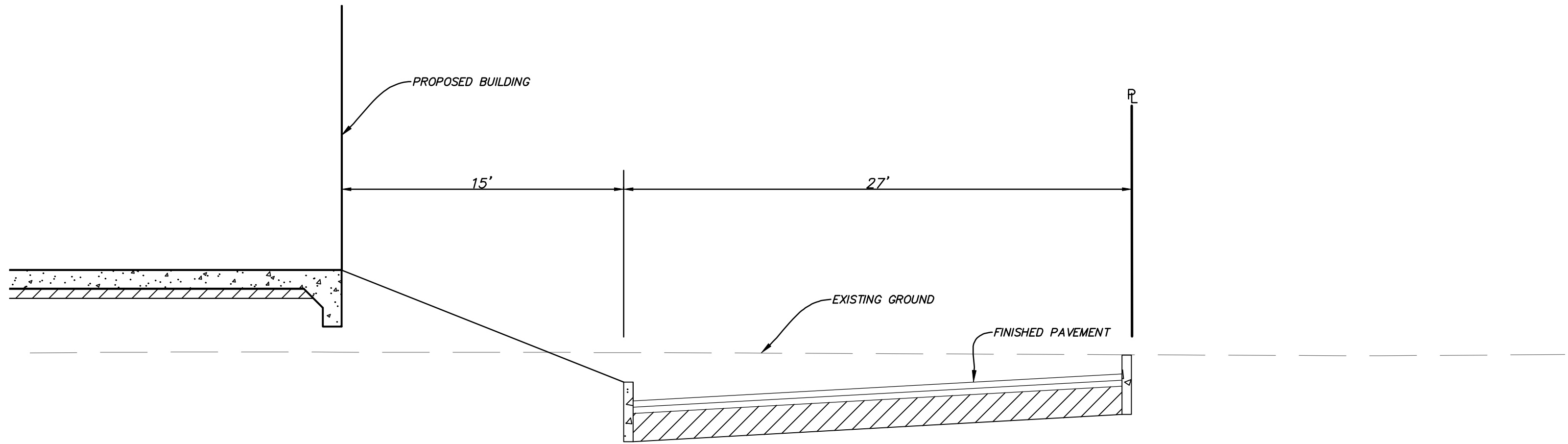


scale : AS NOTED
project number : 19443.00

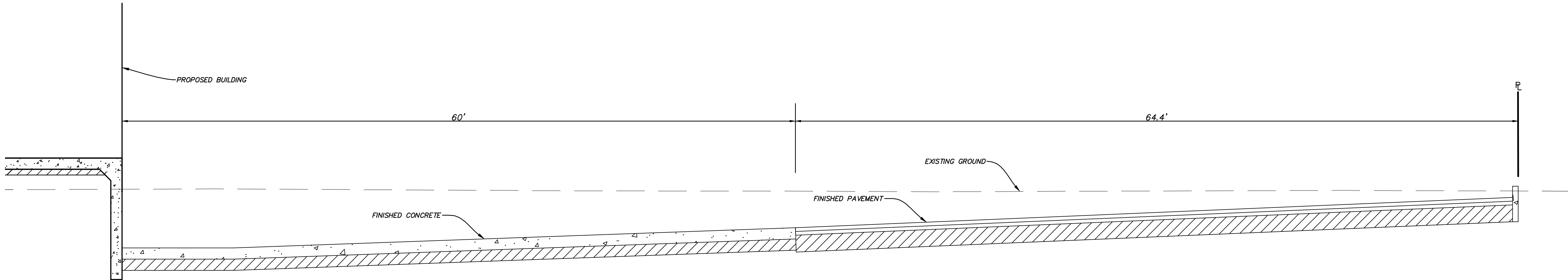
CROSS-SECTIONS

C802

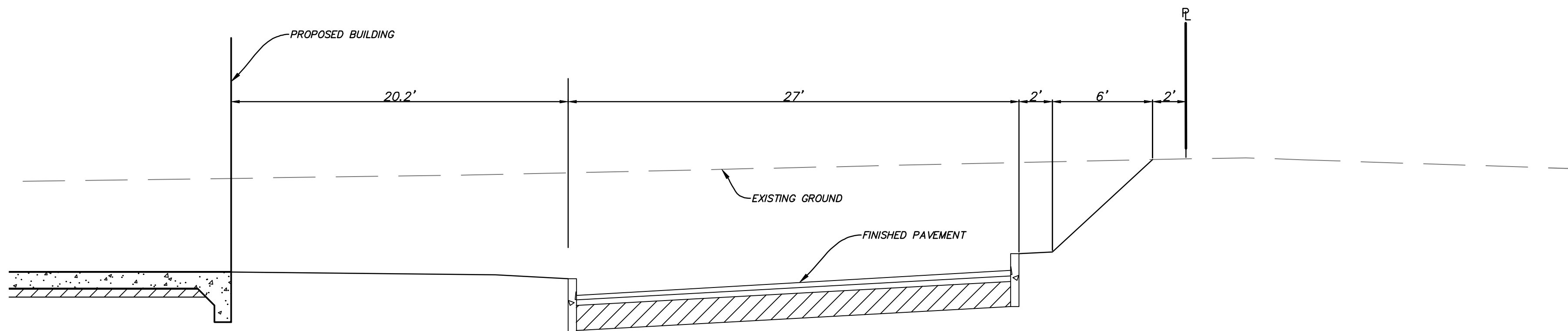
sheet no. : SHEET 9 OF 9



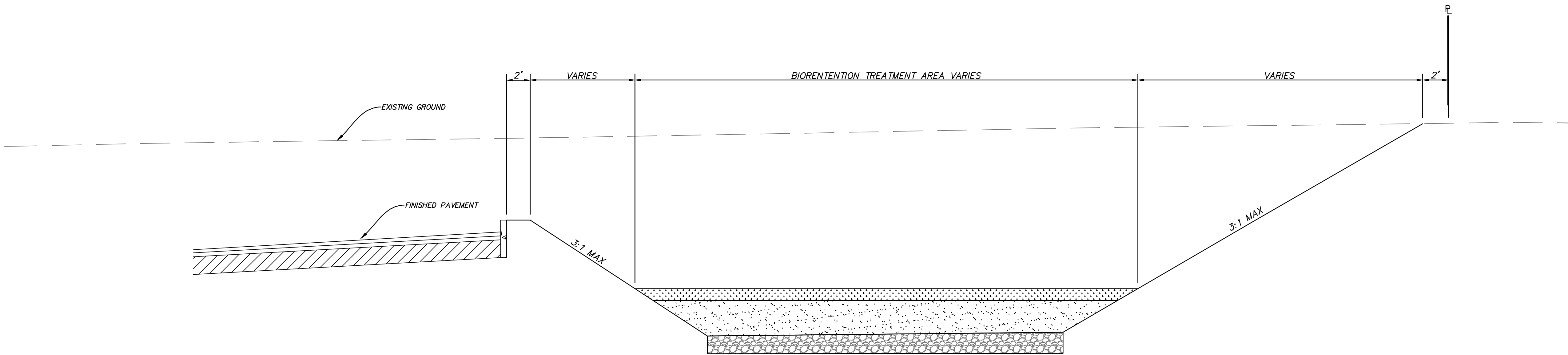
E SOUTH WEST
NTS



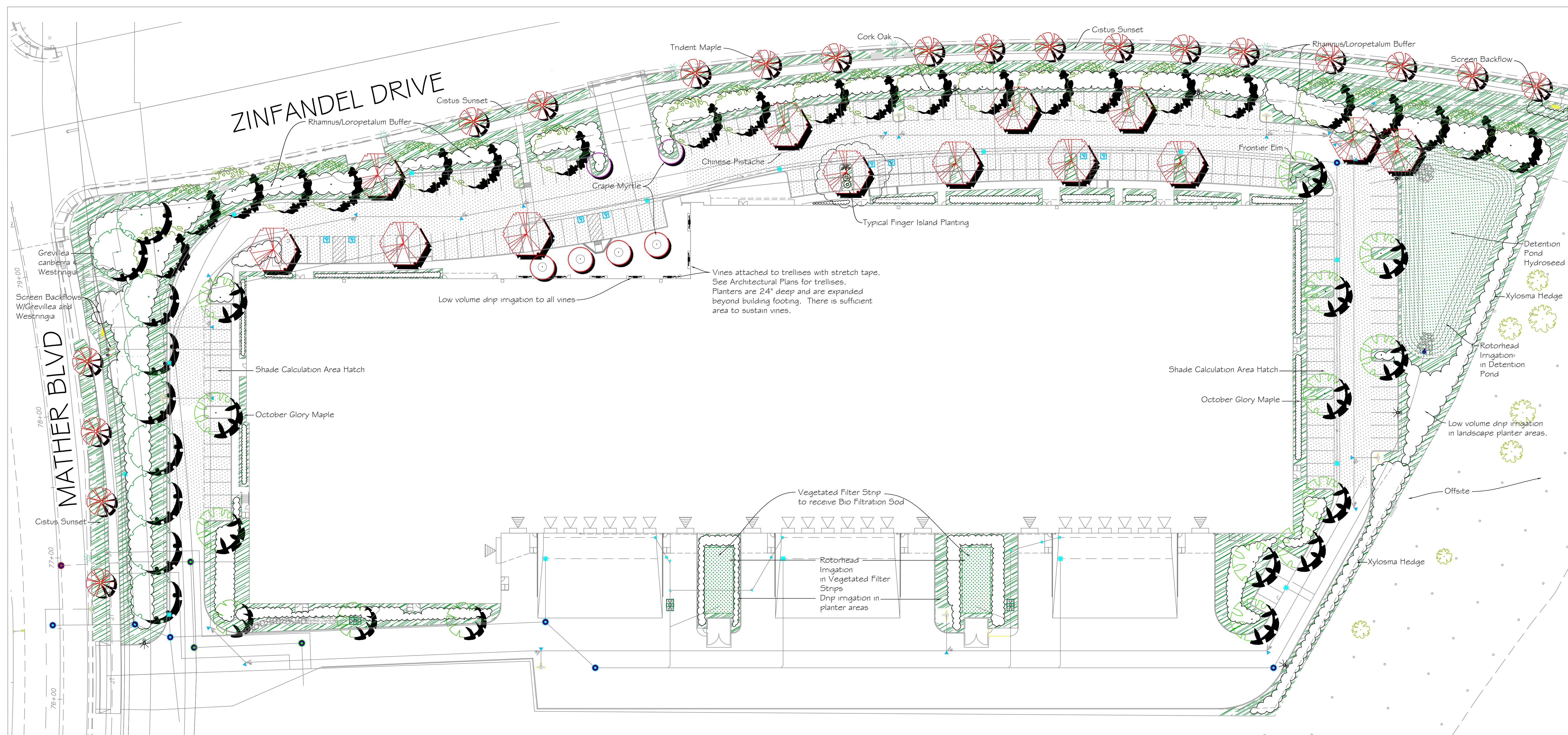
F SOUTH
NTS



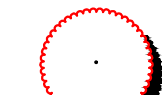
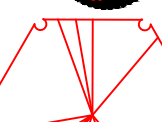
G SOUTH EAST
NTS



H EAST
NTS



PLANT LEGEND

TREES	BOTANICAL NAME	COMMON NAME	WUCOLS	SIZE	QTY	SHRUBS	BOTANICAL NAME	COMMON NAME	WUCOLS	SIZE	QTY
	Acer buergerianum	Trident Maple	Med	15 Gallon	19		Arbutus unedo	Strawberry Tree	Low	5 Gallon	
							Cistus purpureus	Purple Rockrose	Low	5 Gallon	
	Lagerstroemia 'Dynamite'	Crape Myrtle	Low	24" box	4	⊕	Coleonema 'Sunset Gold'	Breath of Heaven	Med	5 Gallon	
							Grevillea noelli	Noel Grevillea	Low	5 Gallon	
	Pistacia chinensis	Chinese Pistache	Low	24" Box	13		Grevillea canberra gem	Canberra Grevillea	Low	5 Gallon	
							Loropetalum 'Purple Majesty'	Fringe Flower	Low	5 Gallon	
	Quercus shumardii	Shumard Oak	Low	15 Gallon	9		Prunus caroliniana compacta	Dwf Cherry Laurel	Low	5 Gallon	
							Raphiolepis 'Pink Lady'	Indian Hawthorne	Low	5 Gallon	
	Quercus suber	Cork Oak	Low	15 Gallon	23		Rosemannus 'Tuscan Blue'	Tuscan Rosemary	Low	5 Gallon	
							Rhamnus c. 'Eve Case'	Coffeeberry	Low	5 Gallon	
	Ulmus 'Frontier'	Frontier Elm	Med	24" Box	15		Tulbaghia violacea	Society Garlic	Low	1 Gallon	
							Westringia wynyabie gem	Coast Rosemary	Low	5 Gallon	
							Xylosma c. compacta	Xylosma	Low	5 Gallon	
VINE							BOTANICAL NAME	COMMON NAME	WUCOLS	SIZE	QTY
							Gelsemium sempervirens	Carolina Jessimine	Low	5 Gallon	36" OC
GR COVER							BOTANICAL NAME	COMMON NAME	WUCOLS	SIZE	QTY
							Calamagrostis 'Karl Foerster'	Feather Reed Grass	Low	1 Gallon	36" OC
					Cistus 'Sunset'		Sunset Rockrose	Low	1 Gallon	36" OC	
					Coprosma 'Verde Vista'		Creeping coprosma	Low	1 Gallon	36" OC	
					Cotoneaster 'Coral Beauty'		Bearberry	Low	1 Gallon	36" OC	
VEGETATED FILTER STRIP							BOTANICAL NAME	COMMON NAME	WUCOLS	SIZE	QTY
							Bio Filtration Sod by Delta Bluegrass-Dryland + Wetland Grasses				1864 sq'

1. PLANT PALETTE CONTAINS NATIVE AND ADAPTIVE, LOW WATER USE VARIETIES THAT ARE CONDUCTIVE TO THE ENVIRONMENTAL CONDITIONS OF THIS SITE.

2. PLANTS WILL BE GROUPED INTO ZONES WITH SIMILAR WATER/ET REQUIREMENTS.

3. ALL PLANTER AREAS SHALL BE TREATED WITH A 3" LAYER OF RECYCLED MULCH EXCEPT IN VEHICLE/HIGH FOOT TRAFFIC AREAS WHICH WILL CONTAIN DECOMPOSED GRANITE AT 3" DEPTH.

4. 38% OF ALL TREES ARE 24" BOX SIZE.

5. 28% OF ALL TREES ARE EVERGREEN.
- PRELIMINARY IRRIGATION NOTES

1. THE IRRIGATION SYSTEM SHALL MEET EXISTING PRESSURE REQUIREMENTS.

2. A FULLY AUTOMATIC IRRIGATION SYSTEM MEETING CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

3. AN ET (SMART) CONTROLLER AND ET SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.

4. SHRUBS, VINES AND GROUND COVER SHALL BE IRRIGATED WITH A PRESSURE COMPENSATING LOW VOLUME DRIP SYSTEM.

5. DETENTION POND AND BIO SWALES SHALL BE IRRIGATED WITH LOW VOLUME ROTORS. TREES SHALL RECEIVE DEEP WATER/FERTILIZATION TUBES AND BUBBLERS ON SEPARATE CONTROL VALVES.

6. WELO DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENT PLANS (CONSTRUCTION DOCUMENTS). SOIL SAMPLES FOR SOIL REPORT SHALL BE TAKEN AFTER MASS GRADING OPERATIONS HAVE BEEN COMPLETED AND SUBMITTED WITH COMPLETION PACKAGE.
- SHADE CALCULATIONS

Tree Variety	Full Value	Full	¾	Half	¼	Total Sq.'
30" Trees	707 sq.'					
Pistacia chinensis		9		3	1	1034.1
Ulmus Frontier		5		6		5656
35" Trees	962 sq.'					
Quercus shumardii		17			3	1707.6
Total Shade Area Provided						3307.3
Parking Area						5486.8
Shade required	50%					2743.4
Shade Provided	60%					3307.3

GLP Welo Worksheet									
Reference Evapotranspiration (Eto)									
52									
Regular Landscape Areas			There are no special landscape areas.			Trees count as 25 sq'			
Hydrozone#	Plant	Factor	Irrigation Method	Irrigation Efficiency (Pf/E)	ETAF	Landscape Area (sq. ft.)	ETAF X Area	Estimated Total Water Use (GPY)	
1		0.2	Drip	0.81	0.25	9154	2291	73652	
2		0.2	Drip	0.81	0.25	8697	2174.25	70098	
3		0.2	Drip	0.81	0.25	7722	1930.5	62239	
4		0.2	Drip	0.81	0.25	5770	1442.5	46506	
5		0.2	Drip	0.81	0.25	6583	1645.75	53059	
6		0.2	Drip	0.81	0.25	7373	1843.25	59426	
7		0.2	Drip	0.81	0.25	7224	1806	58225	
8		0.2	Drip	0.81	0.25	7423	1855.75	59829	
9		0.2	Drip	0.81	0.25	6145	1536.25	49529	
10		0.2	Drip	0.81	0.25	5385	1346.25	43403	
11		0.2	Drip	0.81	0.25	6280	1570	50617	
12		0.5	Drip	0.81	0.61	1025	625.25	20158	
13		0.5	Drip	0.81	0.61	1025	625.25	20158	
14		0.5	Drip	0.81	0.61	425	259.25	8358	
Total				0.32		80241		675468	
Maximum Allowed Water Allowance (MAWA)								1164136	
Estimated Total Water Use (ETWU)								678066	
Average ETAF								0.32	
Allowed ETAF								0.45	

vision
function
space
culture
ideas
environment

RMW

think
listen
build
speak
learn

architecture & interiors

1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.449.1400
Fax 916.449.1414
www.rmwc.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAN PHANG
President

CONSTRUCTION DOCUMENTS FOR:

GLP STORES
WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue : description : date :

A ISSUED FOR PERMIT REVIEW 10-11-19

PLAN REVIEW COMMENTS 12-04-19

VISTA PARKS

DESIGN / BUILD / CONSTRUCTION

8264 Barryman Court Sacramento, CA 95829
PH. (916) 681-2227 FAX (916) 681-2228

DEVELOPMENT MANAGER:

KELLEY
COMMERCIAL, LLC

drawn by : EJD plot date : 12-17-19

checked by : JN

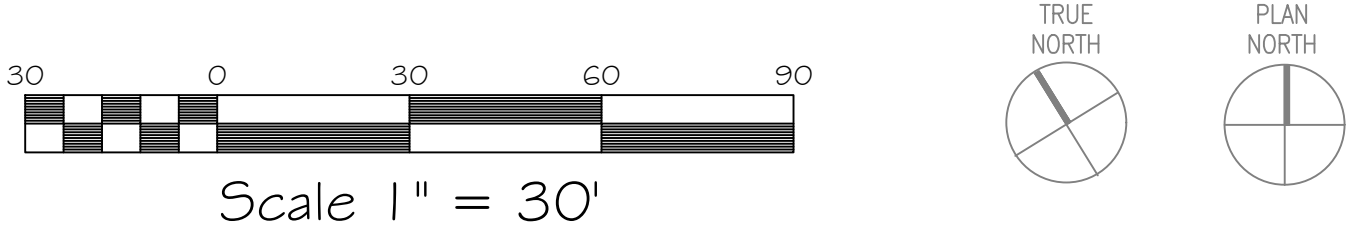
stamp

scale : AS NOTED

project number : 19443.00

sheet no. :

LP





1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.449.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUANG PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

PROPOSED NEW
WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
	PLAN REVIEW COMMENTS	12-04-19

DEVELOPMENT MANAGER:



drawn by : RDG plot date : 11-20-19

checked by : JDL

stamp

11_3_image_FinalJDL-071019050 2019.rvt

scale : AS NOTED
project number : 19443.00

OVERALL
PHOTOMETRIC
LAYOUT / CUTSHEETS

sheet no. :

PH1.0

PHOTOMETRIC SITE PLAN

SCALE: 1"= 30'-0"

PROPOSED ONE STORY
BUILDING
164,149 G.S.F. BUILDING AREA
405,447.90 S.F. ± SITE AREA = 9.31 ACRES
40.49 %%% COVERAGE

FUTURE
TENANT A:
86,164 S.F.



GE Evolve™
Canopy LED Petro Lighting
ECLP

Product Features

The Evolve™ Canopy LED Petro offers energy efficiency and quality light in a sleek, low-profile look and style. This innovative, highly efficient solution spreads the source lumens using a diffused aperture which creates optimized photometry for the typical canopy and sidewalk applications.

Applications

- Gas Stations Canopy
- Open Canopy

Housing

- Die-cast aluminum housing
- Integrated design incorporates the heat sink directly into the unit ensuring maximum heat transfer and long LED life
- Meets 1.5g vibration standards per ANSI C136.31-2010.
- LM-79 tests and reports are performed in accordance with IESNA standards.
- Impact resistant tempered glass.

Lumen Maintenance

Reported Loo per IES TM-21 at 25°C for reference:

Optical Code	14w/110k • 8 hours	25,000 hr	60,000 hr
T-3	L85	L82	L81
B-3	L86	L85	L84
B-1	L86	L85	L84
C-3	L85	L82	L81
D-3	L82	L80	L78

Note: Reported Loo based on IESNA LM-80 thermal modeling.

Lumen Ambient Temperature Factors

Ambient temperature (deg. C)	Initial Flux Factor
20	1.00
25	1.05
30	1.10
35	1.15
40	1.20

Rating

- Suitable for wet locations per UL 1598.
- IP65 Optical enclosure per ANSI C136.25-2009.
- Temperature rated -40° to +40°C.
- Complies with the material restrictions of RoHS.
- Meets 1.5g vibration standards per ANSI C136.31-2010.
- EMC: FCC Title 47 CFR Part 15 Class A.

Mounting

- Surface Mount

Finish

- Corrosion resistant polyester powder paint, minimum 2.0 mil thickness.
- Standard colors: White, Dark Bronze & Black.
- RAL & custom colors available.

Electrical

- 120-277 volt, 347-480 volt available in C5 & D5 optic.
- System power factor is >90% and THD <=20%.
- Class "F" sound rating.
- Surge protection per IEEE/ANSI C136.2-2015 for product without control option.
- Standard 60V/3A "typical" LED Striker
- Dimming/Motion Sensor Options:
 - Stand-alone dimming motion sensor with ambient light sensor sensor option A1
 - Daytime wireless motion sensor sensor option B1

*Specify power factor and THD specified in order notes.

Warranty

- 5 Year Standard

Options

- Coastal Finish

Accessories

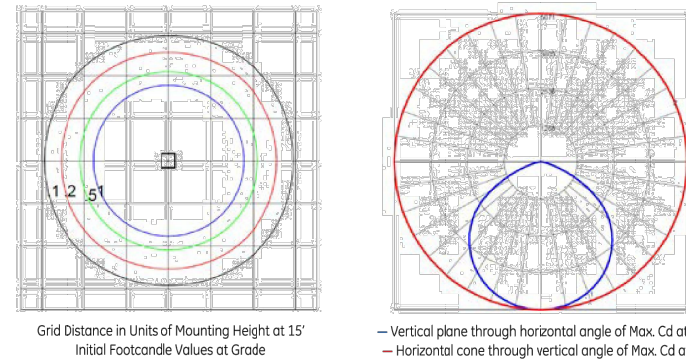
- See LED Evolve ECL Accessories
 - 24" Escucheon Plate
 - 32" Escucheon Plate

TYPE D2

GE Evolve™
Canopy LED Petro
ECLP

ECLP		SM		7		SM		Y	
Optical Code	Footcandle (fc) @ 30'	Optical Code	Footcandle (fc) @ 30'	Optical Code	Footcandle (fc) @ 30'	Optical Code	Footcandle (fc) @ 30'	Optical Code	Footcandle (fc) @ 30'
B-1	1.00	B-1	1.00	B-1	1.00	B-1	1.00	B-1	1.00
B-3	1.05	B-3	1.05	B-3	1.05	B-3	1.05	B-3	1.05
C-3	1.10	C-3	1.10	C-3	1.10	C-3	1.10	C-3	1.10
D-3	1.15	D-3	1.15	D-3	1.15	D-3	1.15	D-3	1.15

Photometrics
ECLP - Symmetric Medium
13,400 lumens, 5000K (ECLP01_D59H79J)



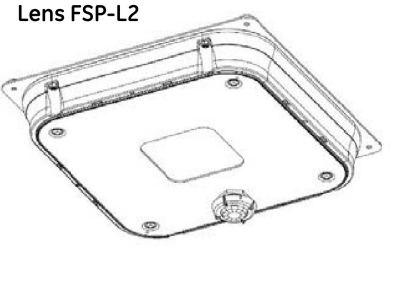
TYPE D2

Motion Sensing:

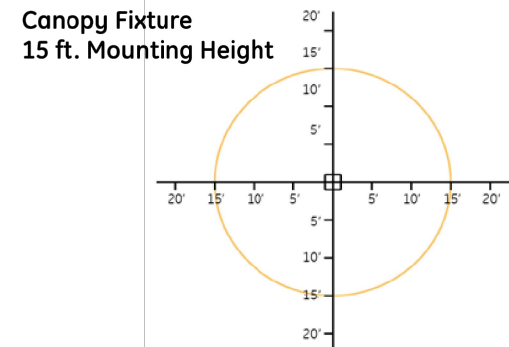
- Intended for 8-25ft mounting heights.
- Provides a coverage area radius for walking motion of 15-20ft.
- Provides 360° of coverage.
- Option A:
 - Factory pre-set 50% dimmed light output with no occupancy.
 - May be reprogrammed using remote programmer part number: WS-F306-120-PROG/BAK/PRG (13/7/2016).
 - Photoelectric control is integrated through the motion sensor, and is offered as standard.
- Option B: Requires Daintree wireless network. Sensor reprogramming through network.

Option A:

Wattstopper: Sensor FSP-211,
Lens FSP-L2

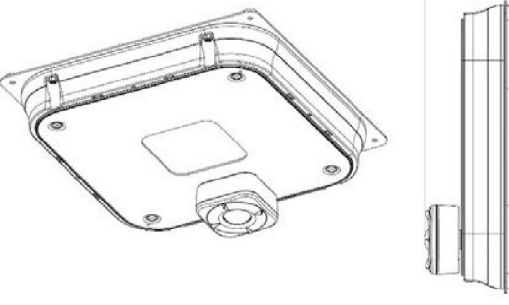


Approximate Sensor Pattern:
Canopy Fixture
15 ft. Mounting Height



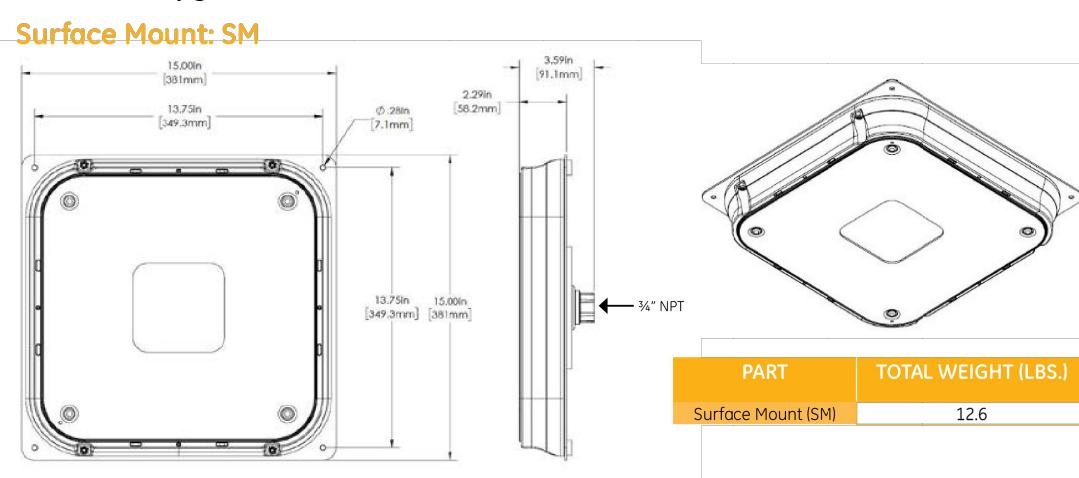
Option B:

Daintree: WHS100-6M



Product Dimensions
Evolve Canopy LED Petro (ECLP)

Surface Mount SM



current

All values are the property of their respective owners. Information provided is subject to change without notice. All values are design or typical values unless otherwise noted. Information is provided for reference only. Information is provided for reference only. Information is provided for reference only.

www.currentbyge.com | 04P3142 Rev02/27/18



All value shown are maintained horizontal Footcandles at 30" above finished floor.
All values shown are maintained horizontal Footcandles at grade level.

The lighting calculations provided in this report approximate the light levels expected within the space as defined and are based on the information provided to Cal Lighting. Please verify the data to ensure the accuracy of the report. Cal Lighting is not responsible for light output of lamps and ballasts, or design variables.



PHOTOMETRIC NOTES

TYPE P3 & 4 MOUNTING HEIGHT IS 24'-0" ABOVE GROUND LEVEL (POLE + FIXTURE HEIGHT)
TYPE W1 & 2 MOUNTING HEIGHT IS 32'-0" ABOVE GROUND LEVEL
TYPE D & 2 MOUNTING HEIGHT IS 11'-0" ABOVE GROUND LEVEL
ALL CALCULATION GRIDS ARE AT GROUND LEVEL
LIGHT LOSS FACTOR USED 0.9

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Notes		
	1	W1	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	2	W2	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	3	W3	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	4	W4	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	5	W5	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	6	W6	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	7	W7	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	8	W8	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	9	W9	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	10	W10	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	11	W11	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	12	W12	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	13	W13	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	14	W14	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	15	W15	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	16	W16	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	17	W17	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	18	W18	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	19	W19	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			
	20	W20	RMX10	N/A	0.90	ANCHOR WALL MOUNT AT 32' FT			

Calculation Summary									
Source: ALL ON		Calc Type	Units	Avg	Max	Min	Avg/M	Max/M	Min/M
LOADING AREA		Recessed	Ft	3.1	4.7	1.5	2.1	5.8	
PAVING		Recessed	Ft	1.1	1.1	1.1	1.2	1.1	1.1
PREDICTOR		Recessed	Ft	1.4	1.5	1.0	N/A	N/A	N/A



1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.448.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAY PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

PROPOSED NEW
WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
△	PLAN REVIEW COMMENTS	12-04-19

DEVELOPMENT MANAGER:

KELLEY
COMMERCIAL, LLC

drawn by : RDG plot date : 11-20-19

checked by : JDL

stamp

scale : AS NOTED
project number : 19443.00

ENLARGED
PHOTOMETRIC
LAYOUT

sheet no. :

PH1.2

ENLARGED PHOTOMETRIC LAYOUT

SCALE: 1"= 20'-0"

All value shown are maintained horizontal Footcandles at 30" above finished floor.
All values shown are maintained horizontal Footcandles at grade level.

The lighting calculations provided in this report approximate the light levels expected within the space as defined and are based on the information provided to Cal Lighting. Please verify the data to ensure the accuracy of the report. Cal Lighting is not responsible for light output of lamps and ballasts, or design variables.



PHOTOMETRIC NOTES

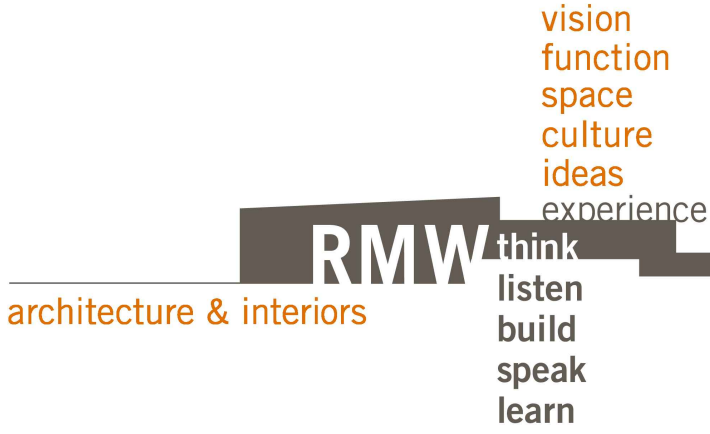
TYPE P3 & 4 MOUNTING HEIGHT IS 24'-0" ABOVE GROUND LEVEL (POLE + FIXTURE HEIGHT)
TYPE W1 & 2 MOUNTING HEIGHT IS 32'-0" ABOVE GROUND LEVEL
TYPE D & 2 MOUNTING HEIGHT IS 11'-0" ABOVE GROUND LEVEL
ALL CALCULATION ORIOS ARE AT GROUND LEVEL
LIGHT LOSS FACTOR USED 0.9

Item	Qty	Label	Arrangement	Mounting Location	LF	Discussion
1	11	W1	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
2	1	W2	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
3	14	W3	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
4	14	W4	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
5	14	W5	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
6	14	W6	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
7	14	W7	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
8	14	W8	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
9	14	W9	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
10	14	W10	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
11	14	W11	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT
12	14	W12	BRIDGE	N/A	0.00	POLE + FIXTURE HIGHLIGHT AT 11' FT

LOADING AREA

PROPOSED ONE STC
BUILDING
164,149 G.S.F. BUILDING A
405,447.90 S.F. ± SITE AREA = 9.31 ACRES
40.49 %%% COVERAGE

FUTURE
TENANT A:
86,164 S.F.



1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.448.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP Stores

5980 88th street, Sacramento CA
916.469.4000

GUAU PHANG
President

PRELIMINARY DESIGN DOCUMENTS FOR:

PROPOSED NEW WAREHOUSE BUILDING

SOUTH EAST CORNER OF
ZINFANDEL DRIVE AND NORTH MATHER BLVD
CITY OF RANCHO CORDOVA, CA

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR DESIGN REVIEW	10-11-19
	PLAN REVIEW COMMENTS	12-04-19

DEVELOPMENT MANAGER:

KELLEY
COMMERCIAL, LLC

drawn by : RDG plot date : 11-20-19

checked by : JDL

stamp

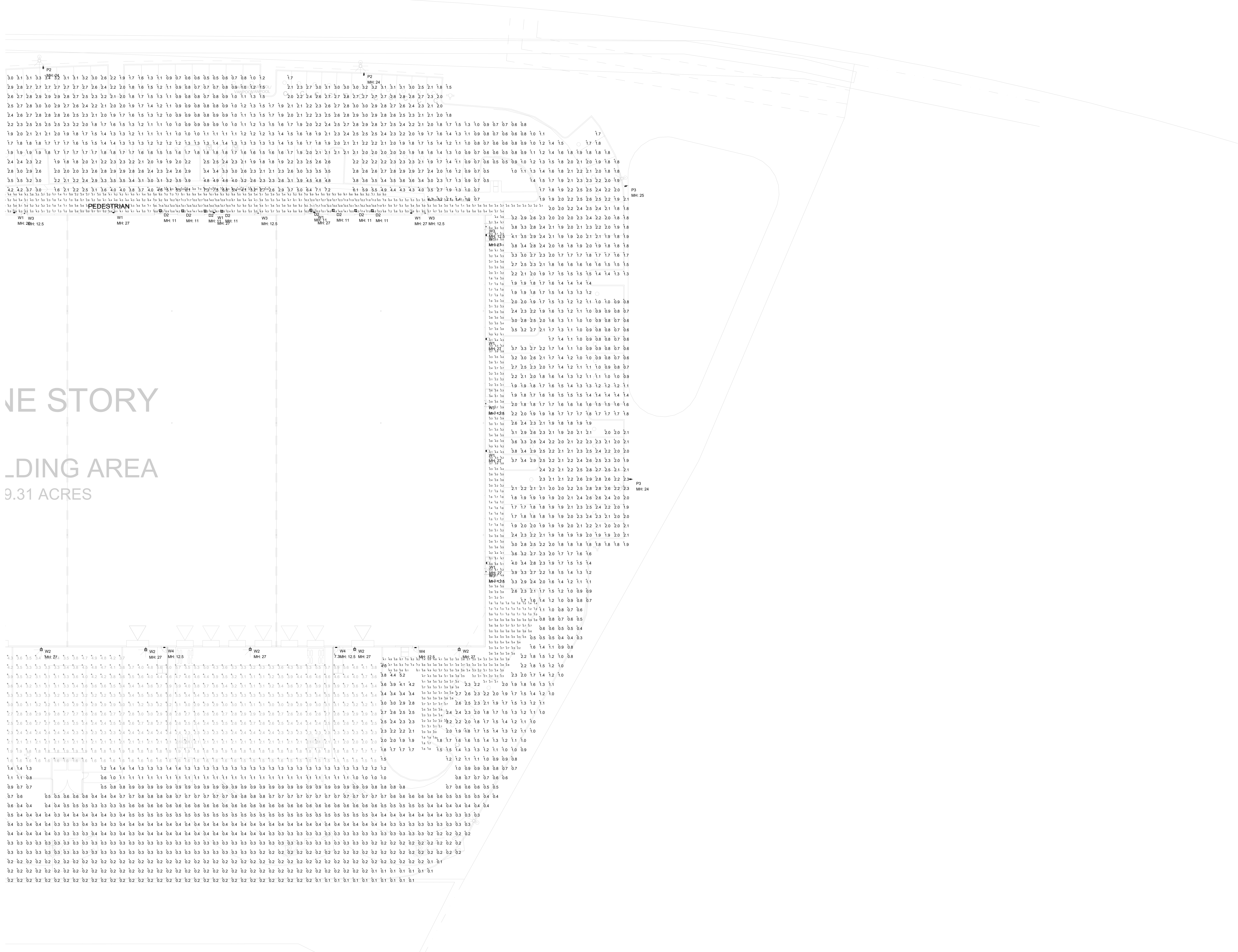
scale : AS NOTED

project number : 19443.00

ENLARGED PHOTOMETRIC LAYOUT

sheet no. :

PH1.03



ENLARGED PHOTOMETRIC LAYOUT

SCALE: 1"= 20'-0"

All value shown are maintained horizontal Footcandles at 30" above finished floor.
All values shown are maintained horizontal Footcandles at grade level.

The lighting calculations provided in this report approximate the light levels expected within the space as defined and are based on the information provided to Cal Lighting. Please verify the data to ensure the accuracy of the report. Cal Lighting is not responsible for light output of lamps and ballasts, or design variables.



PHOTOMETRIC NOTES

TYPE P3 & 4 MOUNTING HEIGHT IS 24'-0" ABOVE GROUND LEVEL (POLE + FIXTURE HEIGHT)
TYPE W1 & 2 MOUNTING HEIGHT IS 32'-0" ABOVE GROUND LEVEL
TYPE D & 2 MOUNTING HEIGHT IS 11'-0" ABOVE GROUND LEVEL
ALL CALCULATION GRIDIS ARE AT GROUND LEVEL
LIGHT LOSS FACTOR USED 0.9

Footcandle Schedule	Footcandle	Qty	Label	Arrangement	Footcandle Layout	IES	Description
1	11	W1	W1	W1	W1	W1	W1
2	11	W1	W1	W1	W1	W1	W1
3	11	W1	W1	W1	W1	W1	W1
4	11	W1	W1	W1	W1	W1	W1
5	11	W1	W1	W1	W1	W1	W1
6	11	W1	W1	W1	W1	W1	W1
7	11	W1	W1	W1	W1	W1	W1
8	11	W1	W1	W1	W1	W1	W1
9	11	W1	W1	W1	W1	W1	W1
10	11	W1	W1	W1	W1	W1	W1
11	11	W1	W1	W1	W1	W1	W1
12	11	W1	W1	W1	W1	W1	W1
13	11	W1	W1	W1	W1	W1	W1
14	11	W1	W1	W1	W1	W1	W1
15	11	W1	W1	W1	W1	W1	W1
16	11	W1	W1	W1	W1	W1	W1
17	11	W1	W1	W1	W1	W1	W1
18	11	W1	W1	W1	W1	W1	W1
19	11	W1	W1	W1	W1	W1	W1
20	11	W1	W1	W1	W1	W1	W1
21	11	W1	W1	W1	W1	W1	W1
22	11	W1	W1	W1	W1	W1	W1
23	11	W1	W1	W1	W1	W1	W1
24	11	W1	W1	W1	W1	W1	W1
25	11	W1	W1	W1	W1	W1	W1
26	11	W1	W1	W1	W1	W1	W1
27	11	W1	W1	W1	W1	W1	W1
28	11	W1	W1	W1	W1	W1	W1
29	11	W1	W1	W1	W1	W1	W1
30	11	W1	W1	W1	W1	W1	W1
31	11	W1	W1	W1	W1	W1	W1
32	11	W1	W1	W1	W1	W1	W1
33	11	W1	W1	W1	W1	W1	W1
34	11	W1	W1	W1	W1	W1	W1
35	11	W1	W1	W1	W1	W1	W1
36	11	W1	W1	W1	W1	W1	W1
37	11	W1	W1	W1	W1	W1	W1
38	11	W1	W1	W1	W1	W1	W1
39	11	W1	W1	W1	W1	W1	W1
40	11	W1	W1	W1	W1	W1	W1
41	11	W1	W1	W1	W1	W1	W1
42	11	W1	W1	W1	W1	W1	W1
43	11	W1	W1	W1	W1	W1	W1
44	11	W1	W1	W1	W1	W1	W1
45	11	W1	W1	W1	W1	W1	W1
46	11	W1	W1	W1	W1	W1	W1
47	11	W1	W1	W1	W1	W1	W1
48	11	W1	W1	W1	W1	W1	W1
49	11	W1	W1	W1	W1	W1	W1
50	11	W1	W1	W1	W1	W1	W1
51	11	W1	W1	W1	W1	W1	W1
52	11	W1	W1	W1	W1	W1	W1
53	11	W1	W1	W1	W1	W1	W1
54	11	W1	W1	W1	W1	W1	W1
55	11	W1	W1	W1	W1	W1	W1
56	11	W1	W1	W1	W1	W1	W1
57	11	W1	W1	W1	W1	W1	W1
58	11	W1	W1	W1	W1	W1	W1
59	11	W1	W1	W1	W1	W1	W1
60	11	W1	W1	W1	W1	W1	W1
61	11	W1	W1	W1	W1	W1	W1
62	11	W1	W1	W1	W1	W1	W1
63	11	W1	W1	W1	W1	W1	W1
64	11	W1	W1	W1	W1	W1	W1
65	11	W1	W1	W1	W1	W1	W1
66	11	W1	W1	W1	W1	W1	W1
67	11	W1	W1	W1	W1	W1	W1
68	11	W1	W1	W1	W1	W1	W1
69	11	W1	W1	W1	W1	W1	W1
70	11	W1	W1	W1	W1	W1	W1
71	11	W1	W1	W1	W1	W1	W1
72	11	W1	W1	W1	W1	W1	W1
73	11	W1	W1	W1	W1	W1	W1
74	11	W1	W1	W1	W1	W1	W1
75	11	W1	W1	W1	W1	W1	W1
76	11	W1	W1	W1	W1	W1	W1
77	11	W1	W1	W1	W1	W1	W1
78	11	W1	W1	W1	W1	W1	W1
79	11	W1	W1	W1	W1	W1	W1
80	11	W1	W1	W1	W1	W1	W1
81	11	W1	W1	W1	W1	W1	W1
82	11	W1	W1	W1	W1	W1	W1
83	11	W1	W1	W1	W1	W1	W1
84	11	W1	W1	W1	W1	W1	W1
85	11	W1	W1	W1	W1	W1	W1
86	11	W1	W1	W1	W1	W1	W1
87	11	W1	W1	W1	W1	W1	W1
88	11	W1	W1	W1	W1	W1	W1
89	11	W1	W1	W1	W1	W1	W1
90	11	W1	W1	W1	W1	W1	W1
91	11	W1	W1	W1	W1	W1	W1
92	11	W1	W1	W1	W1	W1	W1
93	11	W1	W1	W1	W1	W1	W1
94	11	W1	W1	W1	W1	W1	W1
95	11	W1	W1	W1	W1	W1	W1
96	11	W1	W1	W1	W1	W1	W1
97	11	W1	W1	W1	W1	W1	W1
98	11	W1	W1	W1	W1	W1	W1
99	11	W1	W1	W1	W1	W1	W1
100	11	W1	W1	W1	W1	W1	W1

Calculation Summary						
Score: ALL ON						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
LOADING AREA	illumiance	Fc	3.1	8.7	1.5	2.1
PARKING	illumiance	Fc	1.6	11.1	0.1	16.2
PEDESTRIAN	illumiance	Fc	5.4	25.5	0.0	N/A

CONDITIONS OF APPROVAL GLP Stores DD9903**ATTACHMENT 3
Exhibit B to the Resolution**

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
1.	The approved entitlement is for a Major Design Review Permit for a 164,149 square feet light industrial building to include parking, lighting, and landscaping within Villages of Zinfandel Special Planning Area, as described in the City Council staff report dated February 18, 2020, and Exhibit A with the conditions herein, for Project No. DD9903.	Project Description	On-Going	Planning
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	General	On-Going	Planning
5.	The Permit is valid for a period of three (3) years from the date of City Council approval unless an extension is granted by the Community Development Director.	Expiration	On-Going	Planning
6.	The applicant shall comply with the Villages of Zinfandel	Environmental	On-Going	Planning

CONDITIONS OF APPROVAL GLP Stores DD9903**ATTACHMENT 3
Exhibit B to the Resolution**

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	Special Planning Area Mitigation Monitoring Plan.			
7.	Signage is not approved with this permit. All signage shall comply with the City of Rancho Cordova Zoning Code.	Signage	On-Going	Planning
8.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element, RCMC 6.68 and RCMC 16.18.1407(F).	Noise	On-Going	Code Enforcement /Building
9.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning
10.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	Infrastructure	On-Going	Public Works
11.	All storm drain within private roads shall be privately maintained.	Infrastructure	On-Going	Public Works
Prior to Approval of Improvement Plans				
12.	Number, size, and location of driveways are subject to approval by the Public Works Department	Infrastructure	Prior to approval of improvement plans	Public Works
13.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Infrastructure	Prior to approval of improvement plans	Public Works
14.	Enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department.	Infrastructure	Prior to approval of improvement plans	Public Works
15.	A final landscape plan shall be submitted in conjunction with improvement plan and or building permit submittal and approved by the planning and public works departments prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and include the following items per RCMC	Landscaping	Prior to approval of improvement plans	Public Works

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	22.180.060: - Planting plan to scale that indicate slope - Irrigation Plan - Soils Test - Water Use Calculations - Irrigation Schedule			
16.	All landscape strips, medians, etc that contain trees shall be designed to include continuous root barriers.	Landscaping	Prior to approval of improvement plans	Public Works
17.	Applicant shall provide evidence of a recorded cross access agreement with the adjacent property owners.	Access agreement	Prior to approval of improvement plans	Public Works
18.	Applicant shall prepare and submit <u>a project specific drainage report</u> . The proposed drainage design shall conform to the requirements of the Sacramento City/County Drainage Manual (Volume 2), County of Sacramento Improvement Standards (Section 9), and all other applicable standards.	Drainage	Prior to approval of improvement plans	Public Works
19.	Stormwater Quality- Post Construction The improvement plans shall incorporate all applicable post construction stormwater quality measures; including source control, low impact development, and full capture trash control measures into the site improvement plans in conformance with the most recent version of the <i>Stormwater Quality Design Manual for the Sacramento Region</i> . The applicant shall prepare and submit a Post-Construction Stormwater Quality Control Plan that includes details and sizing calculations of all the proposed post construction stormwater quality measures. In addition, a maintenance covenant is required for <u>ALL</u> proposed post construction stormwater quality measures, as detailed in Appendix B of the <i>Stormwater Quality Design Manual for the Sacramento Region</i> .	Stormwater	Prior to approval of improvement plans	Public Works
20.	Stormwater Quality- During Construction: SWPPP- the applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to be executed through all phases of grading and project construction. These measures shall	Stormwater	Prior to approval of improvement plans	Public Works

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	be consistent with the City's Improvement Standards and Land Grading and Erosion Control Ordinance. General Construction Permit – The project applicant shall file a Notice of Intent (NOI) to obtain coverage under the Statewide Construction Stormwater General Permit (Construction General Permit). Applicants shall comply with the terms of the Construction General Permit, the City of Rancho Cordova Municipal Code, and the City's NPDES Permit Requirements.			
21.	All new structures shall be protected from the 100-year (1 percent) flood event. Certified pad elevations (certified by a registered Civil Engineer or licensed Land Surveyor) shall be set at least one and two tenths foot (1.2') above all sources of 100-year flooding (see Section 9-1 of the Improvement Standards). The overland release path must be shown on the plans and hydraulic computations must be provided to estimate the flow depths along the overland release paths. The calculations must be in conformance with Section 9-15 of the Improvement Standards.	Pad Elevations	Prior to approval of improvement plans	Public Works
22.	The SWPPP in place for the site shall include a contingency plan for the implementation of a process to remove fine clay sediments prior to discharge to The City of Rancho Cordova's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the City of Rancho Cordova. A polymer treatment system or comparable process shall be designed in the erosion and sediment control plan of the improvement plans. This system shall be implemented by qualified professionals with training and proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters.	Stormwater	Prior to approval of improvement plans	Public Works
23.	Provide a permanent concrete stamp, or other permanently applied message to the satisfaction of the City not including paint, which reads "No Dumping-Flows to Creek" or other approved message at each storm drain inlet	Infrastructure	Prior to approval of improvement plans	Public Works

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
24.	The applicant shall coordinate with Sacramento Area Sewer District on the following conditions: a. To obtain sewer service for this project, construction of onsite sewer infrastructure will be required to the satisfaction of SASD. Any construction and/or modification to the public sewer system shall be required to the satisfaction of SASD. b. SASD requires each building on each lot with a sewage source to have a separate connection to the SASD's sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private onsite sewer line or a separate connection to the SASD public sewer line. These improvements must be shown on the plans. c. Permanent structures, walls, signs and footings will not be permitted within the existing SASD easement area unless express written permission is obtained from SASD.	Sewer	Prior to approval of improvement plans	SASD and Public Works
25.	The applicant shall comply with the Fire conditions as follows; a. Show the design for a fire access roadway of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension on the improvement plans. The access roadway shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways. b. Show on the plans how Fire Lanes will be marked. Fire Lane identification shall be provided along the	Fire	Prior to approval of improvement plans	Sac Metro Fire District

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	required fire access roadway. c. Provide a note on the plan that reads, "Fire access roadways shall be built to bear a minimum of 80,000 pounds and meet the Sacramento County Public Works Standards for roadways. A report, prepared by a registered geotechnical engineer, verifying the ability of the road to bear the required minimum weight, shall be submitted with any plan indicating construction of roadway. Verification of constructed roadway shall be provided by a registered geotechnical engineer prior to final of the project." Required Private streets and fire apparatus access roads shall be installed to the "first lift," (Up to the last one inch of pavement) identified, and verified by SMFD prior to <u>any</u> construction, (including foundations) or on-site storage of combustible materials. d. Show the location of the required fire hydrants for this project on the improvement plans. Approved fire hydrants capable of providing the required fire flow for the protection of any and all structures shall be located along the fire apparatus access roadway. The required fire hydrants shall be installed and operational prior to <u>any</u> construction, (including foundations) or on-site storage of combustible materials. The minimum required fire flow for the protection of commercial developments is 1,500 gallons per minute (gpm) at a pressure of 20 pounds per square inch (psi) for a two-hour duration. Fire hydrant maximum spacing is 300 feet between hydrants.			
26.	Prior to any construction activity, a pre-construction determinate survey shall be required for work that will commence during the migratory bird nesting season	Survey	Prior to Grading	Planning

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
(February 1 through August 31). This survey is to determine if there is active onsite nesting by birds protected under the Migratory Bird Treaty Act (MBTA) would be affected by construction activities. If all construction activity would occur outside this time, the survey is not required. If nesting activity is observed, consultation with the City of Rancho Cordova Planning Department and the California Department of Fish and Wildlife shall be conducted in order to determine the appropriate mitigation, if any, required to minimize impacts to nesting birds. No activity may occur within 100 feet of any nesting activity or as otherwise required following consultation with the California Department of Fish and Wildlife.				
Prior to Issuance of Building Permit				
27.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Driveways. • Civil plan shall include an ADA access plan. • Utility laterals. • New continuous sidewalks and frontage improvement along the subject property shall be 7 feet wide and separated pursuant to the City Standards. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department.	Infrastructure	Prior to issuance of Building Permits	Public Works
28.	The existing Emergency Access Easement (E.A.E.) dedicated on the final map of Creekside Commerce Center encroaches on the proposed building footprint shall be abandoned and relocated.	Easement	Prior to issuance of Building Permits	Public Works
29.	Property owner shall provide a financial mechanism to fund the continual maintenance of the above landscaping,	Funding	Prior to issuance of Building Permits	Public Works

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	irrigation and lighting through annexation to a special district as identified by the City. This may be accomplished through annexation to the City's Communities Facilities District No. 2005-2 (Landscape Maintenance). All costs associated with the annexation shall be borne by the Property Owner/Applicant through payment of the annexation costs of the CFD annexation in the amount of \$5,000 per annexation. Contact Elizabeth Sparkman at (916) 851-8714 with regard to the process to satisfy this condition of approval.			
30.	All trash enclosures and refuse areas shall comply with zoning code regulations and all service provider standards regarding amount, design, and access based upon the project's estimated need and waste pickup schedules. Trash enclosures should try to incorporate the same architectural treatments, materials and colors as the main building in order to properly screen them from view. The gate to the trash enclosure shall be an opaque metal gate.	Architectural	Prior to issuance of Building Permits	Planning
31.	Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Division.	Architectural	Prior to issuance of Building Permits	Planning
32.	Construction plans must include all windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site, Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways.	Architectural	Prior to issuance of Building Permits	Planning
33.	Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall not extend	Architectural	Prior to issuance of Building Permits	Planning

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	above the building parapet and shall be screened from view on all sides with materials architecturally compatible with the main structure. Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Division, prior to the issuance of Building Permits and installed prior to occupancy approval.			
34.	Bicycle Parking shall be installed in accordance with RCMC 23.719.115. All parking shall be located near main entrances and not impede onsite automobile and pedestrian access. The final design and location will be reviewed and approved by the Planning Department.	Bicycle Parking	Prior to issuance of Building Permits	Planning
35.	A final landscape plan shall be submitted to the Planning Department in conjunction with improvement plan and or building permit submittal and approved by the Planning and Public Works Departments prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and include the following items per RCMC 22.180.060: • Planting plan to scale that indicate slope • Irrigation Plan • Soils Test • Water Use Calculations • Irrigation Schedule	Landscaping	Prior to issuance of Building Permits	Planning/Public Works
36.	Vines with vertical trellises shall be incorporated along the front elevation for buildings along Zinfandel Drive to the satisfaction of the Planning Department	Landscaping	Prior to issuance of Building Permits	Planning
37.	SASD and the Sacramento Regional County Sanitation District may require additional sewer impact fee payments in accordance with each District's Ordinance. Fees are to be paid prior to the issuance of building permits. The applicant should contact Permit Services Unit at	Sewer fee	Prior to issuance of Building Permits	SASD

Conditions of Approval		Category	Timing/ Implementation	Enforcement/ Monitoring
	PermitServices@sacsewer.com or by phone at 916-876-6100 for sewer impact fee information.			
38.	Designer shall certify that installed landscaping conforms to City water conservation landscape requirements.	Landscape	Prior to issuance of Building Permits	Public Works
39.	The applicant shall comply with SMUD conditions as follows; a. Structural setbacks less than 14-feet shall require the applicant to conduct a pre-engineering meeting with all utilities to ensure property clearances are maintained. b. SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs. c. The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.). d. Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property. e. The applicant shall dedicate a 12.5 foot public utility easement for overhead and/or underground facilities and appurtenances adjacent to all public street right-of-ways. f. SMUD has existing underground 12kV facilities that will need to remain. The applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 128 safety clearances during construction and upon building completion. g. In the event the City requires an Irrevocable Offer of	Infrastructure	Prior to issuance of Building Permits	SMUD

CONDITIONS OF APPROVAL GLP Stores DD9903

**ATTACHMENT 3
Exhibit B to the Resolution**

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	Dedication (IOD) for future roadway improvements, the Applicant shall dedicate a 12.5 foot public utility easement for overhead and/or underground facilities and appurtenances adjacent to the City's IOD.			
Prior to Final Inspection				
40.	Upon completion of the installation of the landscaping, the designer shall certify that the landscape complies with all city water conserving landscape requirements. Certification shall be accomplished by completion of a certificate of compliance on a form approved by the director of the city public works department. Failure to submit a complete and accurate certificate of compliance will delay final approval of the project and/or discontinue water service per RCMC 22.180.090. Upon receipt of the certificate of compliance and site inspection from City staff, the landscaping performance bond will be released.	Landscaping	Prior to final Building Inspection	Public Works
41.	The applicant shall meet the following: Civil Site Plans and Architectural Plans shall be submitted and approved prior to Final Building Permit being issued. Fire Sprinkler and Fire Alarm plans shall be <u>submitted</u> prior to Final Building Permit being issued. Please note: The Sacramento Metro Fire District does not allow deferred submittals for Fire Sprinkler and/or Fire Alarm plans	Fire	Prior to final Building Inspection	Fire
42.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Address	Prior to final Building Inspection	Fire
43.	Improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Infrastructure	Prior to final Building Inspection of the first unit	Public Works
44.	As-built reproducible grading and improvement plans (1 full	Files	Prior to final Building	Public Works

CONDITIONS OF APPROVAL GLP Stores DD9903**ATTACHMENT 3
Exhibit B to the Resolution**

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.		Inspection	

Transportation Engineers

January 28, 2020

Ms. Sheila Allen
KELLEY COMMERCIAL, LLC
5150 Fair Oaks Blvd., Suite 101-219
Carmichael, CA 95811

RE: TRIP GENERATION ESTIMATE FOR GLP ZINFANDEL, LLC WAREHOUSE BUILDING, RANCHO CORDOVA, CA

Dear Ms. Allen:

As requested, KD Anderson & Associates has completed this assessment of the probable trip generation associated with the GLP Zinfandel, LLC Warehouse Building proposed in Rancho Cordova. The project involves construction of roughly 164,150 sf of warehouse space on a 9.3 acre site located off of Zinfandel Drive.

Our work has involved review of the characteristics of the proposed project, consideration of potential trip generation rates presented in the *ITE Trip Generation Manual, 10th Edition*, selection of applicable trip generation rates and calculation of the project's trip generation forecast. In turn, that information will be used by the City of Rancho Cordova to determine whether the potential traffic impacts associated with the project are inherently less than significant based on the number of trips generated or if subsequent analysis is needed to confirm a finding of no significant impact.

Trip Generation Rates. The *ITE Trip Generation Manual, 10th Edition* offers trip generation rates that are appropriate for most land uses, and we reviewed this reference as well as other available published materials. As noted in Table 1, trip generation rates are available for a variety of uses that might occupy the project site. In general the rates are dependent on employee density.

The nature of the occupant of one building is known. GLP Stores will occupy 86,000 sf and will employ 25 to 30 persons in a warehouse situation. Based on the presence of loading docks for all three remaining buildings it is likely that similar uses will occupy the remaining space. Based on the relative employee density the project is likely not a high-cube type facility. The ITE rate for **Warehousing (Code 150)** is most applicable. The Trip Generation Manual describes this use as follows:

A warehouse is primarily devoted to the storage of materials, but it may also include office and maintenance areas. High-cube transload and short-term storage warehouse (Land Use 154), high-cube fulfillment center warehouse (Land Use 155), high-cube parcel hub warehouse (Land Use 156), and high-cube cold storage warehouse (Land Use 157) are related uses.

Rates for Warehousing are presented on a "per building ksf" and "per employee basis". Review of the forecasts for the known tenant indicates that either parameter would yield similar results. Because no employment forecast is known for the balance of the site, the overall project's trip generation forecast has been based on the overall building area expressed in ksf (i.e., 164.2 ksf).

Ms. Sheila Allen
KELLEY COMMERCIAL, LLC
 January 28, 2020
 Page 2

Trip Generation Forecast. The number of peak hour trips associated with the project has been estimated, and the results are also presented in Table 1. As shown, a typical warehouse building of this size could generate 285 trips over the course of the day (i.e., ½ inbound and ½ outbound). The project could generate 28 trips in both the weekday a.m. peak hour and 31 trips in the p.m. peak hours.

TABLE 1 TRIP GENERATION RATES FORECAST									
ITE Code	Description	Average Trips per Unit							
		Unit	Daily	AM Peak Hour			PM Peak Hour		
				% in	% out	Total	% in	% out	Total
150	Warehousing	ksf	1.74	77%	23%	0.17	27%	73%	0.19
154	High-Cube Warehouse	ksf	1.40	77%	23%	0.08	28%	72%	0.10
<i>Proposed Project</i>									
150	GLP Zinfandel, LLC	164.2	285	21	7	28	8	23	31

Conclusions / Significance. The City of Rancho Cordova's traffic study guidelines typically determine the need for traffic impact analysis based on consideration of a project's trip generation estimate. Those projects generating fewer than 1,000 daily or 100 peak hour trips do not typically require traffic impact analysis. As the GLP Zinfandel, LLC project's estimates fall below those thresholds, this project's potential impact may be judged to be less than significant and further analysis is not required.

Please feel free to contact me if you have any questions or need additional information.

Sincerely yours,

KD Anderson & Associates, Inc.



Kenneth D. Anderson, P.E.
 President

Attachment: site plan

1718 Third Street
Suite 101
Sacramento, CA 95811

Tel 916.448.1400
Fax 916.449.1414
www.rmw.com

OWNER:

GLP ZINFANDEL, LLC

5980 88th Street
Sacramento, CA
95828
916.469.4000

GUAU PHANG
President

CONSTRUCTION DOCUMENTS FOR:

**GLP ZINFANDEL, LLC
WAREHOUSE BUILDING**

3750 ZINFANDEL DRIVE
RANCHO CORDOVA, CA 95670

approved for the owner by :

approved for the architect by :

issue :	description :	date :
A	ISSUED FOR PERMIT REVIEW	12-18-19

DEVELOPMENT MANAGER:



drawn by : RDG plot date : 12-17-19

checked by : JDL

stamp

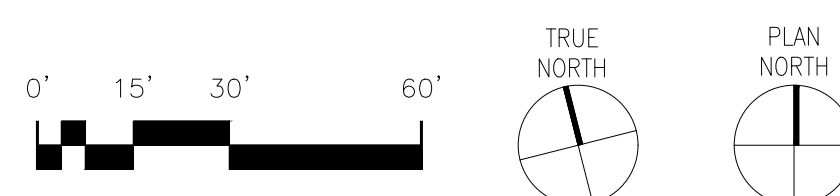
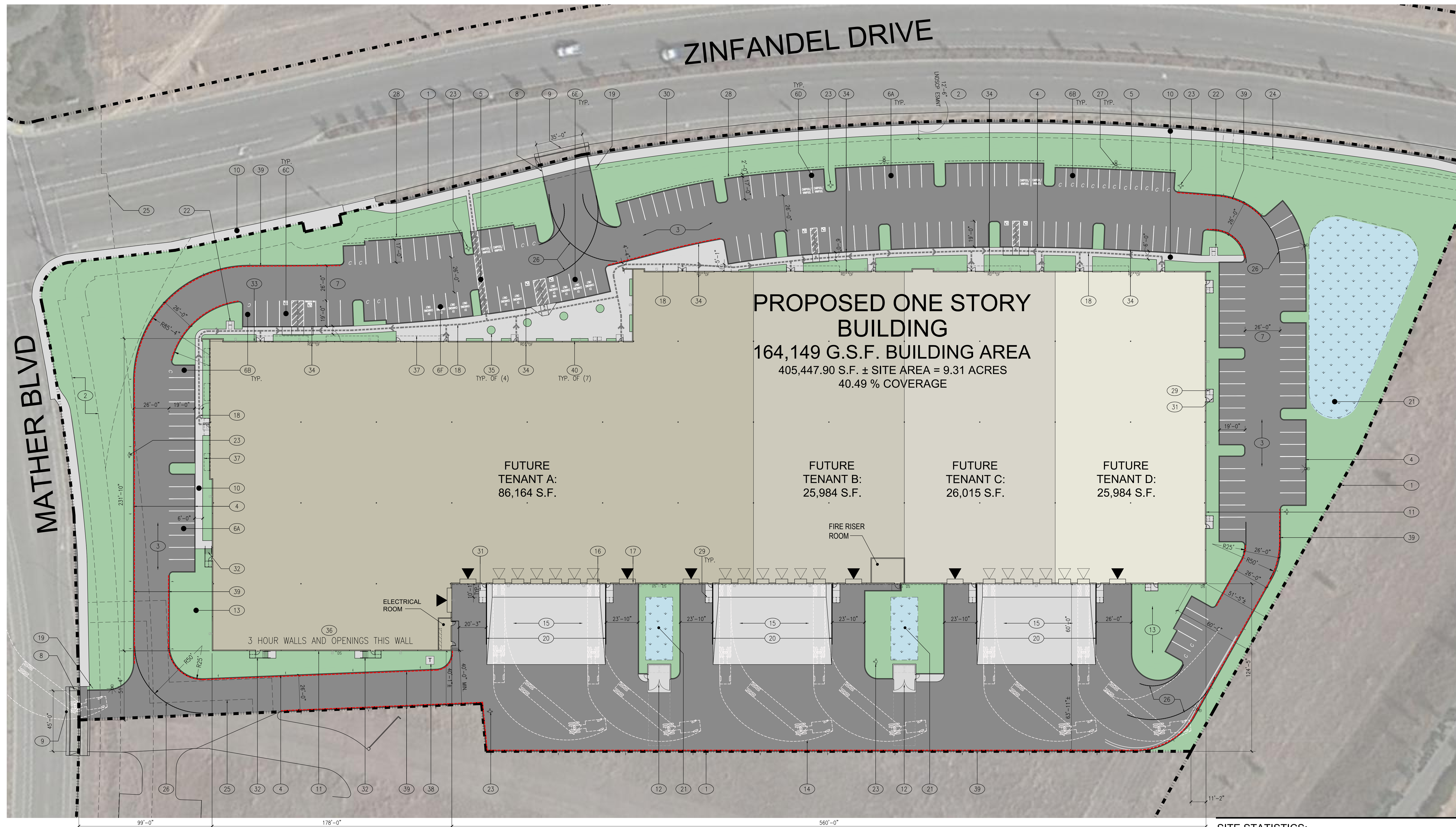


scale : AS NOTED

project number : 19443.00

SITE PLAN

sheet no. :

A01.1**PRELIMINARY SITE PLAN**

SCALE: 1" = 30'-0"

1**KEYNOTES:**

- 1 EXISTING PROPERTY LINES TO REMAIN
- 2 LANDSCAPE EASEMENT, SEE CIVIL DRAWINGS
- 3 PARKING AND DRIVE ISLES, SEE CIVIL DRAWINGS FOR FINISH MATERIAL
- 4 TYPICAL 6" TALL X 6" WIDE CONCRETE CURBS, SEE CIVIL DRAWINGS
- 5 TYPICAL 4" WIDE STRIPING
- 6 TYPICAL PARKING:
 - A. STANDARD STALLS: 9' X 19' OR 9' X 17' WITH 2' PARKING OVERHANG
 - B. COMPACT STALLS: 8' X 16' OR 8' X 14' WITH 2' PARKING OVERHANG (35% MAX)
 - C. ACCESSIBLE PARKING STALLS: 9' X 18' MIN. WITH 2' PARKING OVERHANG WITH 5' OR 8' WIDE LOADING ZONE AS SHOWN SEE DETAIL 12 SHEET A01.2
 - D. DESIGNATED PARKING PER CAL-GREEN REQUIREMENTS FOR CAR/VAN POOL, FUEL EFFICIENT, EV & LOW-EMITTING VEHICLES.
 - E. ELECTRIC VEHICLE CHARGING SPACES (STALLS LABELED "ELECTRIC VEHICLE CHARGING"), PER CBC 5.106.5.2, TO FACILITATE FUTURE INSTALLATION CONDUIT, RING AND STRIPING SHALL BE INSTALLED AT THIS TIME AS PART OF THE SHELL CONSTRUCTION.
 - F. ACCESSIBLE ELECTRIC VEHICLE CHARGING STALL, 1 VAN, 1 STANDARD, (RING AND STRIPING ONLY)
- 7 TYPICAL DRIVE, 26'-0" WIDE MINIMUM
- 8 CURB RAMP, SEE DETAIL 9/A01.2
- 9 NEW SITE ACCESS DRIVE CURB CUT, SEE CIVIL DRAWINGS
- 10 NEW CONCRETE PEDESTRIAN WALKS, ACCESSIBLE PATH OF TRAVEL, SLOPE NOT TO EXCEED 1:20 (5%) IN DIRECTION OF TRAVEL. CROSS SLOPE NOT TO EXCEED 1:50 (2%) WHERE PARKING OVERHANG OCCURS, INCREASE WIDTH OF SIDEWALK TO 6'-0" MIN.
- 11 BUILDING EXTERIOR WALLS SEE EXTERIOR ELEVATIONS, SHEET A03.1.

- 12 TRASH ENCLOSURE W/ 40FT. APPROACH, SEE DETAILS 1 & 2/A01.2
- 13 LANDSCAPE PLANTER AREA, SEE LANDSCAPE DRAWINGS
- 14 SEMI TRACTOR TRAILER TEMPLATE SHOWN FOR REFERENCE ONLY
- 15 60" DEPRESSED TRUCK DOCK, SEE CIVIL FOR MORE INFO.
- 16 LOADING DOCK ROLL UP DOOR, TYPICAL
- 17 GRADE LEVEL ROLL UP DOOR, TYPICAL
- 18 DASHED GRAY FILL LINE INDICATES PATH OF EGREGS / INGRESS FROM BUILDING PRIMARY ENTRY TO EXISTING STREET AND QUANTITY OF BOLLARDS WITH FIRE DEPARTMENT AND CIVIL - SEE DETAIL 16/A01.2
- 19 SITE ENTRY SIGN ACCESSIBLE SIGN. SEE DETAIL 15/A01.2
- 20 CURB WITH GUARDRAIL AT EACH SIDE OF DEPRESSED LOADING DOCKS, TYP. SEE DETAIL 16/A01.2
- 21 STORM WATER RETENTION POND, SEE CIVIL DRAWINGS
- 22 BICYCLE RACKS, SEE DETAIL 14/A01.2
- 23 FIRE HYDRANT / FDC PER CIVIL DRAWINGS WITH STEEL BOLLARDS - CONFIRM / COORDINATE LOCATIONS AND QUANTITY OF BOLLARDS WITH FIRE DEPARTMENT AND CIVIL - SEE DETAIL 16/A01.2
- 24 BIKE PATH EASEMENT, SEE CIVIL DRAWINGS
- 25 SEWER EASEMENT, SEE CIVIL DRAWINGS

- 26 DASHDOT LINE INDICATES FIRE DEPARTMENT TURNING RADIUS. SEE EXTERIOR ELEVATIONS
- 27 SITE LIGHTING, SEE PHOTOMETRIC PLANS
- 28 DASHED LINE INDICATED 2'-0" PARKING OVERHANG, TYPICAL ALONG ZINFANDEL DRIVE
- 29 EXTERIOR AREAS OF ASSISTED RESCUE, SEE A03.3 FOR MORE INFORMATION.
- 30 LINE OF EXISTING STREET CURB.
- 31 TYPICAL CONCRETE LEVEL LANDING AT ALL EXTERIOR MAN DOORS, 2% MAX SLOPE AWAY FROM BUILDING FACE, LANDING SHALL BE 5'-0" DEEP AND ALIGN WITH THE OUTSIDE EDGE OF THE DOOR FRAME ON THE HINGE SIDE OF DOOR AND SHALL EXTEND 2'-0" MIN PAST THE STRIKE SIDE OF THE DOOR. EXTEND LANDING AS REQUIRED FOR EXTERIOR AREAS OF ASSISTED RESCUE.
- 32 PREFABRICATED STEEL STAIR - SEE DETAIL 11/A09.3
- 33 LOCATION OF FIRE DEPARTMENT APPROVED "KNOX BOX" AT BUILDING PRIMARY ENTRY, MOUNT AT 4'-6" TO 4'-8" AFF. CONFIRM LOCATIONS, MOUNTING HEIGHT AND ALL OTHER CRITERIA WITH THE CITY OF WEST SACRAMENTO FIRE DEPARTMENT
- 34 DAYLIGHT DOWNSPOUTS THROUGH CURB AT ADJACENT PARKING STALL. SEE CIVIL DRAWINGS
- 35 6'-0" LANDSCAPE PLANTERS, SEE LANDSCAPE DRAWINGS FOR MORE INFORMATION
- 36 EXTERIOR WALL AND DOOR OPENINGS ON A PORTION OF THE SOUTHWEST SIDE OF BUILDING PORTIONS < 60' DISTANCE FROM PROPERTY LINE TO BE 3 HOUR RATED CONSTRUCTION DUE TO REDUCED OPEN SPACE PER CBC 507.2.1. SEE FLOOR PLAN ON A02.1 FOR MORE INFORMATION.

- 37 DASHED LINE OF ENTRY CANOPY ABOVE SEE FLOOR PLAN AND EXTERIOR ELEVATIONS
- 38 ELECTRICAL TRANSFORMER & CONCRETE PAD WITH BOLLARDS PER SMUD SPECIFICATIONS.
- 39 RED DASHED LINE INDICATES FIRE LANES. FIRE LANES TO BE MARKED WITH SIGNS EVERY 50 FEET STATING "NO PARKING FIRE LANE" PER SACRAMENTO METROPOLITAN FIRE DISTRICT STANDARDS.
- 40 TRELLIS LANDSCAPE PLANTERS, SEE LANDSCAPE DRAWINGS FOR MORE INFORMATION

SITE STATISTICS:

APN : 072-2860-033-000

ZONING: LI (2SPA)

TOTAL GROSS SITE AREA: 405,447.9 S.F. = 9.31 ACRES

BUILDING AREA: 164,149 S.F.

SITE COVERAGE: 40.49%

CONSTRUCTION TYPE: V-B

BUILDING HEIGHT: 46'-4" (ACCENT WALL), 39'-0" TYP. BLDG HEIGHT

NUMBER OF STORIES: 1

PARKING: 182 STALLS TOTAL, SEE SITE PLAN A01.2

ACCESSIBLE & DESIGNATED PARKING STALLS:
(REQUIRED AND PROVIDED):

PER 2016 CBC TABLE 11B-208.2, 151 TO 200 STALLS, 5 ADA STALLS REQUIRED OF WHICH 1 IS TO BE VAN ACCESSIBLE STALLS.

8 ADA STALLS (INCLUDING 2 VAN ACCESSIBLE STALLS) PROVIDED.

PER 2016 CALIFORNIA GREEN BUILDING CODE TABLE 5.106.5.2, 151 TO 200 STALLS, 16 STALLS TO BE DESIGNATED FOR CLEAN AIR VEHICLES.

16 CLEAN AIR / VANPOOL / EVCS DESIGNATED SPACES PROVIDED 10 OF TOTAL PARKING STALLS TO BE ELECTRICAL VEHICLE CHARGING STATIONS (EVCS).

PER CBC TABLE 11B-228.3.2.1, 5 TO 25 EVCS STALLS, 1 VAN ACCESSIBLE EVCS, 1 STANDARD ACCESSIBLE EVCS AND 0 AMBULATORY EVCS ARE REQUIRED.

OF THE 10 EVCS REQUIRED, 1 VAN EVCS AND 1 STANDARD ADA EVCS ARE PROVIDED AS SHOWN. OF THE 16 CLEAN AIR STALLS, 10 ARE EVCS AND (16-10) 6 STALLS ARE TO BE LABELED WITH PAINTED LETTERS PER CALGREEN SECTION 5.106.5.2.1 STATING "CLEAN AIR / VANPOOL / EV". THE LOWER EDGE OF THE LAST WORK IS TO ALIGN WITH THE END OF THE PARKING STALL.

PARKING STANDARDS:
(CITY OF RANCHO CORDOVA, CALIFORNIA)

STANDARD STALLS: 9' x 19' (17' WITH A 2'-0" OVERHANG)

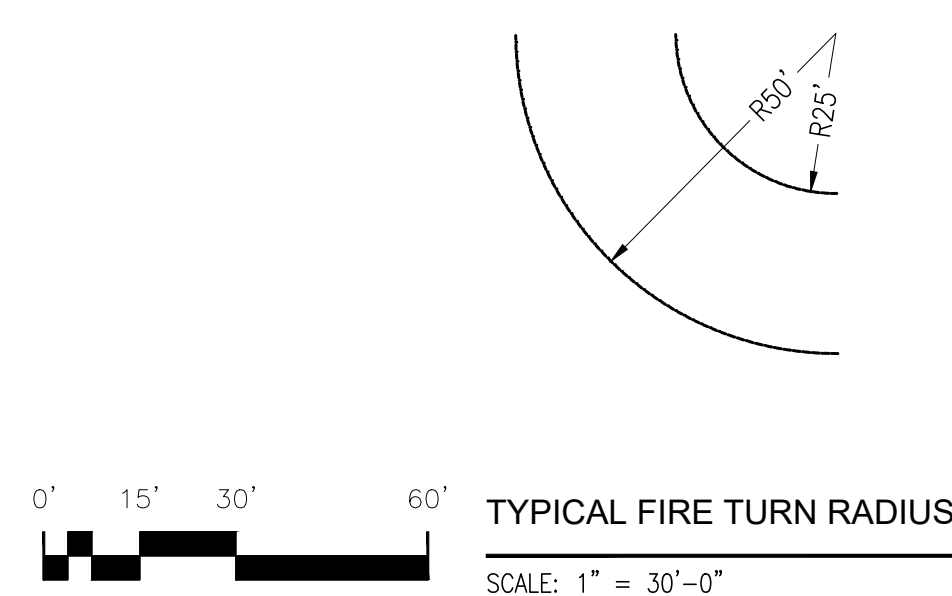
COMPACT STALLS: 8' x 16' (14' WITH A 2'-0" OVERHANG) (25% MAX)

DRIVE ISLES: 25'-0" MIN.

FIRE TRUCK RADIUS: 25'-0" INSIDE, 50' OUTSIDE

BICYCLE PARKING: PER CITY OF RANCHO CORDOVA ZONING ORDINANCE 23.719.110, B. LONG-TERM BICYCLE PARKING WHERE 10 OR MORE FULL-TIME EQUIVALENT EMPLOYEES SHALL PROVIDE LONG-TERM BICYCLE PARKING AT 5% OF REQUIRED MOTOR VEHICLE PARKING SPACES.

WAREHOUSE = 0.5/1000 SF: 164,149 / 1000 = 164.15 * 0.5 = 82 * 0.05 = 4.10 OR 4 SPACES

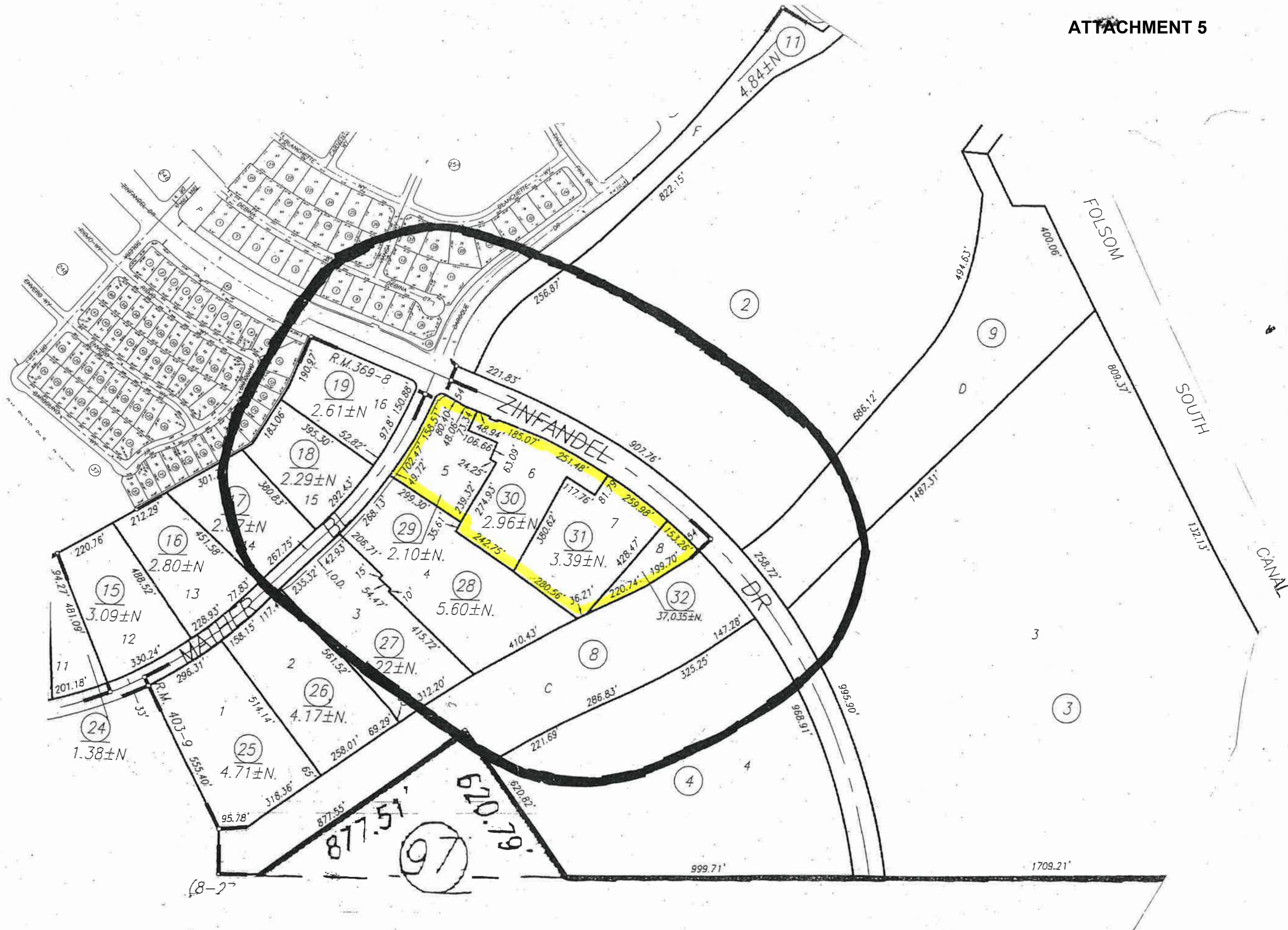


500' RADIUS SURROUNDING SACRAMENTO APNs

072-2860-029
072-2860-030
072-2860-031
072-2860-032

SEE INDIVIDUAL MAPS

072-286
67-001
072-247
072-255



067 0010 097 0000	072 2470 010 0000	072 2470 011 0000
County Of Sacramento	David Panych	Jonathan Contreras
6900 Airport Blvd	3583 Riojo Way	3633 Bardolino Way
Sacramento, CA 95837-0000	Rancho Cordova, CA 95670-6966	Rancho Cordova, CA 95670-6967
072 2470 012 0000	072 2470 013 0000	072 2470 014 0000
Krishia Abayan	Dilip Nayak	Joshua Seidel
3627 Bardolino Way	3623 Bardolino Way	3619 Bardolino Way
Rancho Cordova, CA 95670-6967	Rancho Cordova, CA 95670-6967	Rancho Cordova, CA 95670-6967
072 2470 015 0000	072 2470 016 0000	072 2470 017 0000
Robert Wiest	Brahmjagdish Kaur	Dmitriy Obutkov
3615 Bardolino Way	3611 Bardolino Way	3605 Bardolino Way
Rancho Cordova, CA 95670-6967	Rancho Cordova, CA 95670-6967	Rancho Cordova, CA 95670-6967
072 2470 061 0000	072 2550 006 0000	072 2550 007 0000
Cordova Rec & Park District	Young Shin	Richard Pickar
2729 Prospect Park Dr #230	3564 Debina Way	3568 Debina Way
Rancho Cordova, CA 95670-6291	Rancho Cordova, CA 95670-6973	Rancho Cordova, CA 95670-6973
072 2550 008 0000	072 2550 009 0000	072 2550 010 0000
Eveleth Purugganan	Marilyn Edgar	Orak Man
7878 Avaleen Cir N	3576 Debina Ct	3580 Debina Ct
Dublin, OH 43016-7425	Rancho Cordova, CA 95670-6986	Rancho Cordova, CA 95670-6986
072 2550 011 0000	072 2550 012 0000	072 2550 013 0000
Ben Hur Ramirez	Knippschild & Malone	Gary & Bertha Jones
3585 Debina Ct	3581 Debina Ct	3577 Debina Ct
Rancho Cordova, CA 95670-6986	Rancho Cordova, CA 95670-6986	Rancho Cordova, CA 95670-6986
072 2550 014 0000	072 2550 015 0000	072 2550 026 0000
Paul Carroll	Muilenburg	Maha Haddad
3569 Debina Way	3565 Debina Way	3554 Blanchette Way
Rancho Cordova, CA 95670-6973	Rancho Cordova, CA 95670-6973	Rancho Cordova, CA 95670-6975
072 2550 027 0000	072 2550 028 0000	072 2550 029 0000
Anita Marth	Svetlana Aria	Bobbie Coleman
3562 Blanchette Way	3566 Blanchette Way	3570 Blanchette Way
Rancho Cordova, CA 95670-6975	Rancho Cordova, CA 95670-6975	Rancho Cordova, CA 95670-6975
072 2550 030 0000	072 2550 031 0000	072 2550 032 0000
Scott & Holles Ahlstrom	Ineke Harmens	Pradeep Singh
3574 Blanchette Way	3578 Blanchette Way	3582 Blanchette Way
Rancho Cordova, CA 95670-6975	Rancho Cordova, CA 95670-6975	Rancho Cordova, CA 95670-6975
072 2550 033 0000	072 2550 034 0000	072 2550 035 0000
Steven Bacon	Christina Culapan	Cordova Rec & Park District
Po Box 351	3590 Blanchette Way	2729 Prospect Park Dr #230
Rancho Cordova, CA 95741-0351	Rancho Cordova, CA 95670-6975	Rancho Cordova, CA 95670-6291

STAPLES

ATTACHMENT 5

072 2550 036 0000
 Cordova Rec & Park District
 2729 Prospect Park Dr #230
 Rancho Cordova, CA 95670-6291
 072 2860 003 0000
 Sacramento Metropolitan Fire District
 10545 Armstrong Ave #200
 Mather, CA 95655-4102
 072 2860 009 0000
 City Of Rancho Cordova
 2729 Prospect Park Dr
 Rancho Cordova, CA 95670-6291
 072 2860 017 0000
 Elliott Homes Inc
 340 Palladio Pkwy #521
 Folsom, CA 95630-8832

072 2860 001 0000
 68 Zinfandel Jv LLC
 1725 Capitol Ave
 Sacramento, CA 95811-5103
 072 2860 004 0000
 City Of Rancho Cordova
 2729 Prospect Park Dr
 Rancho Cordova, CA 95670-6291
 072 2860 011 0000
 Cordova Recreation & Park District
 2729 Prospect Park Dr #230
 Rancho Cordova, CA 95670-6291
 072 2860 018 0000
 Elliott Homes Inc
 340 Palladio Pkwy #521
 Folsom, CA 95630-8832

072 2860 002 0000
 68 Zinfandel Jv LLC
 1725 Capitol Ave
 Sacramento, CA 95811-5103
 072 2860 008 0000
 City Of Rancho Cordova
 2729 Prospect Park Dr
 Rancho Cordova, CA 95670-6291
 072 2860 016 0000
 Elliott Homes Inc
 340 Palladio Pkwy #521
 Folsom, CA 95630-8832
 072 2860 019 0000
 Dob Rancho LLC
 1164 National Dr #40
 Sacramento, CA 95834-1925

MEMORANDUM



DATE: February 18, 2020
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Manager
SUBJECT: **RANCHO CORDOVA CHAMBER OF COMMERCE BUSINESS
OUTLOOK AND ECONOMIC FORECAST PRESENTATION.**

RECOMMENDATION

Receive presentations from the Rancho Cordova Chamber of Commerce CEO Diann Rogers and City Staff that were presented at the 2020 Business Outlook & Economic Forecast.

RESULT OF RECOMMENDED ACTION

Receive presentations from City Staff and Rancho Cordova Chamber of Commerce.

BACKGROUND

On January 31, 2020, the Rancho Cordova Chamber of Commerce held the 2020 Business Outlook & Economic Forecast. The event is designed for business leaders who are interested in an analysis of markets within the region and views on national trends, regional perspectives, and local indicators. Rancho Cordova Chamber of Commerce CEO Diann Rogers presented findings from the Business Index & Confidence Survey. City staff presented ongoing and new development projects, upcoming and recent retail opens, and general market trends.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Chamber Index and Survey Report
2. Rancho Cordova Chamber Business Forecast Presentation

Rancho Cordova Economic Snapshot & Business Confidence Survey

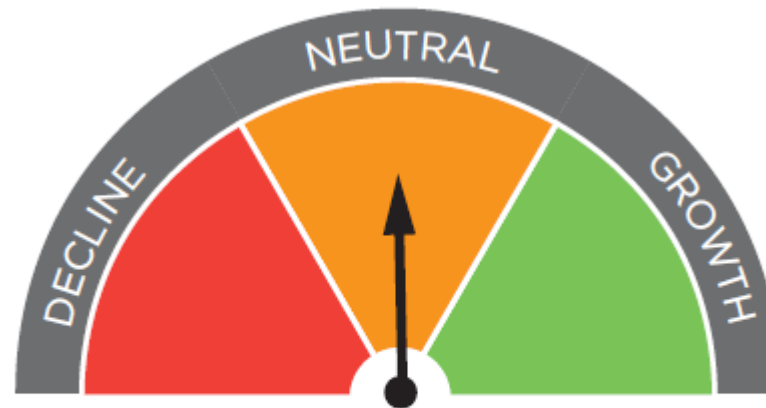


RANCHO CORDOVA

2ND QUARTER 2019

ECONOMIC SNAPSHOT

AN OVERVIEW OF OUR LOCAL ECONOMY

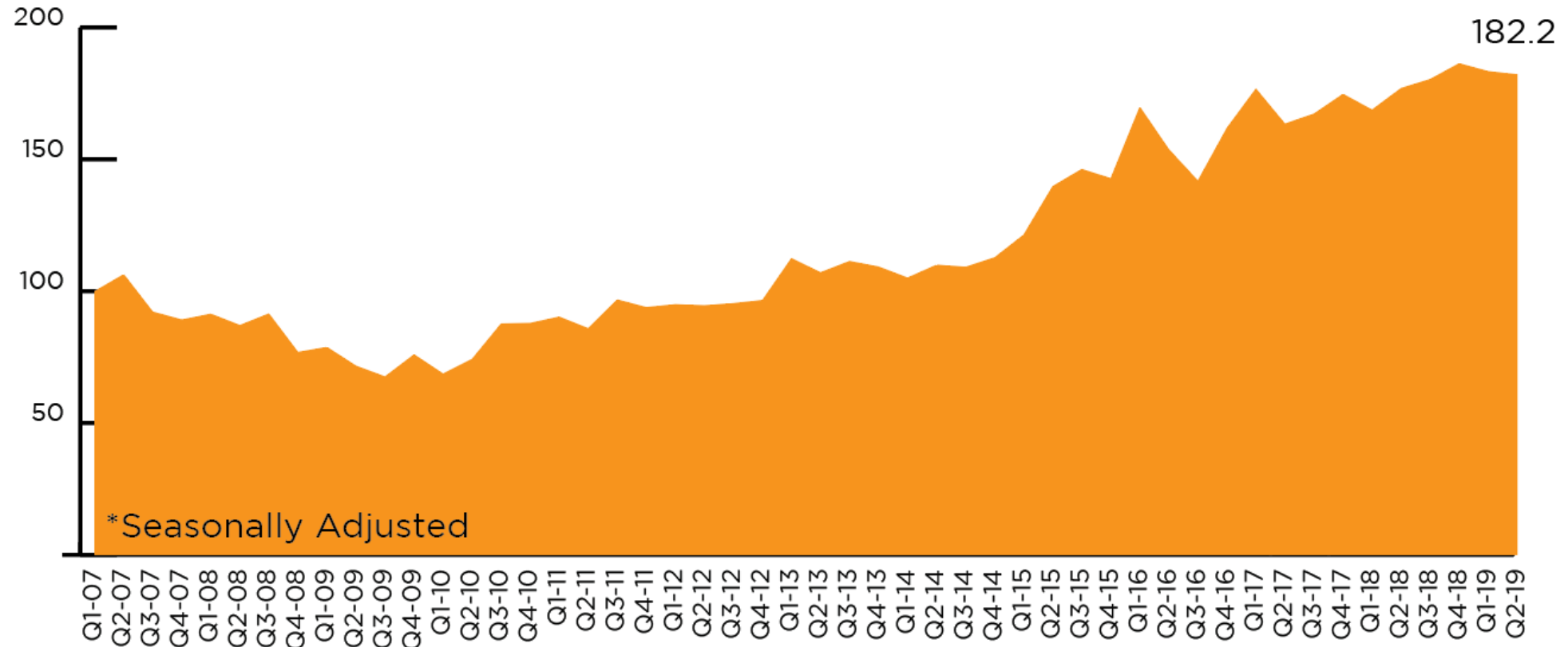


Current Performance

▼ .7%

ECONOMIC SNAPSHOT

AN OVERVIEW OF OUR LOCAL ECONOMY





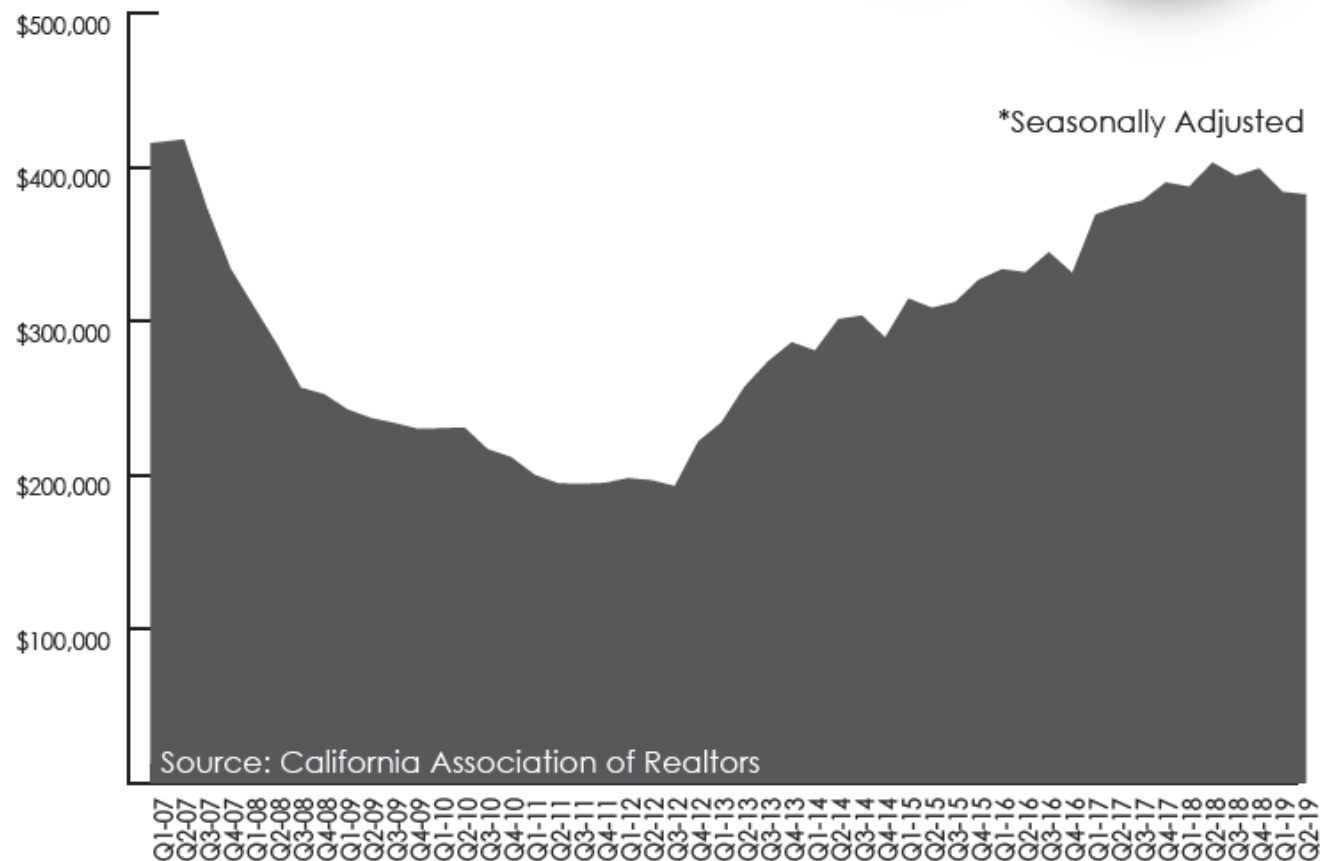
HOUSING

2007=100

.4%

Q1 2019
92.4

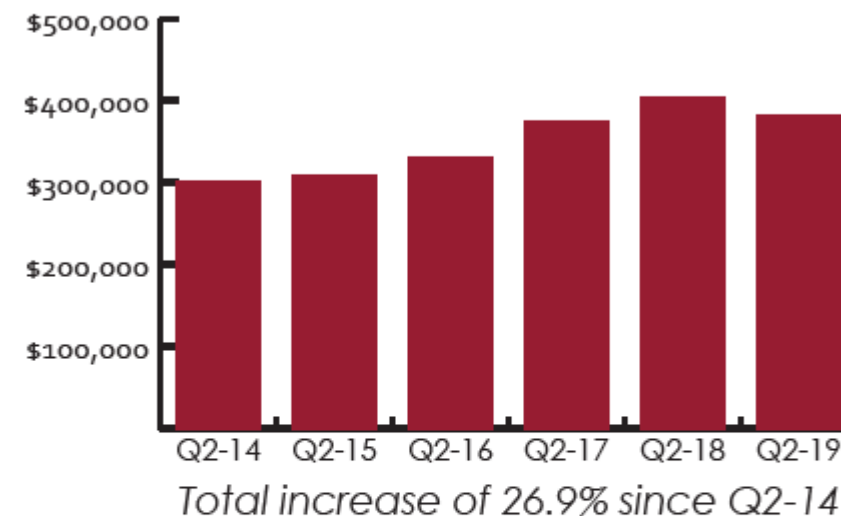
Q2 2019
92



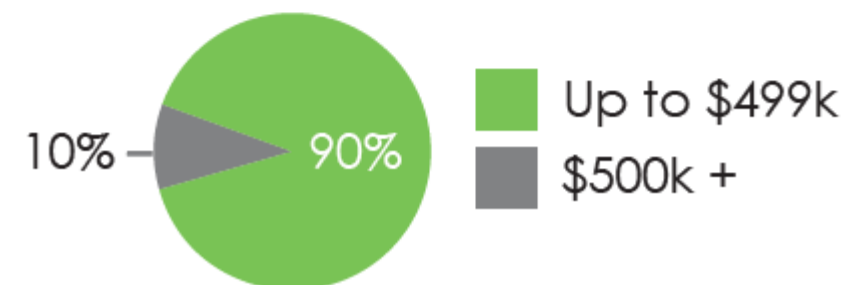
ATTACHMENT 1

2ND QUARTER PERFORMANCE

-AVERAGE SALES PRICE-



-SALES BREAKDOWN-



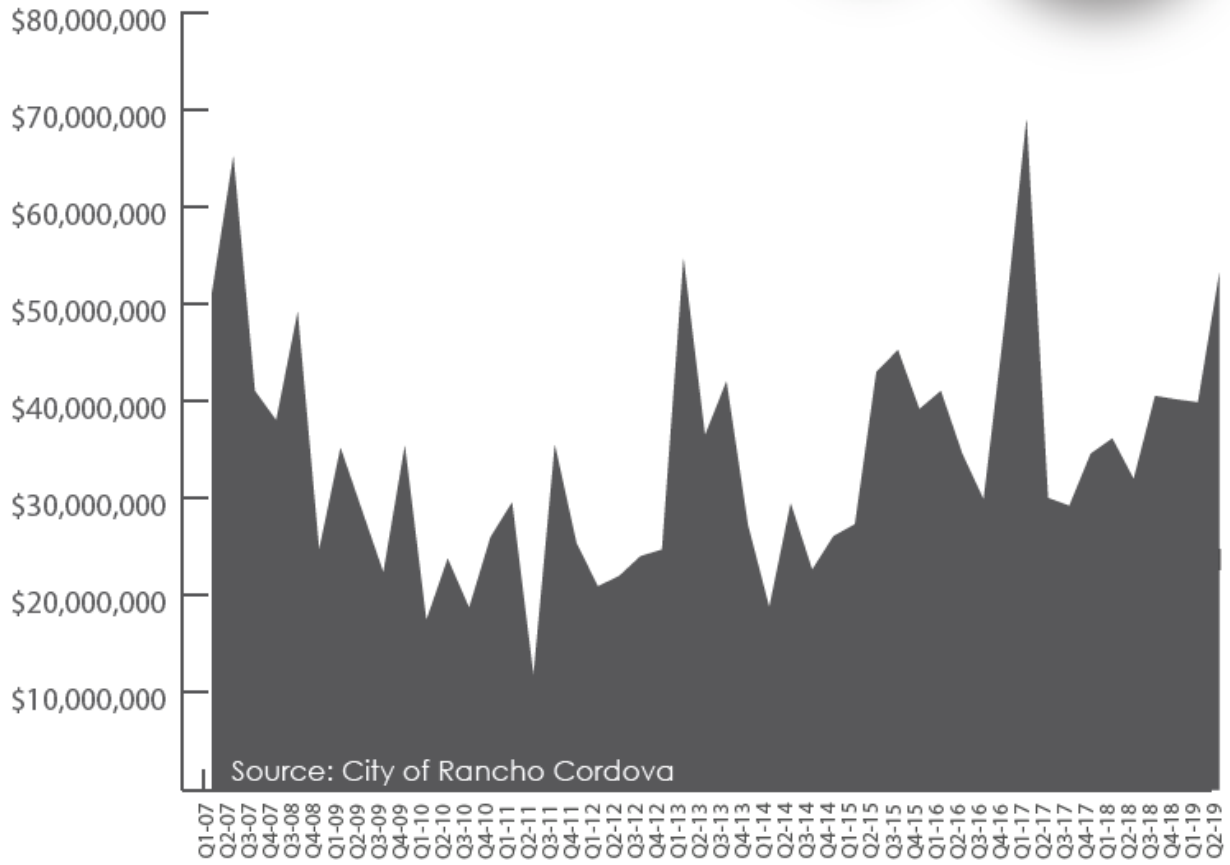
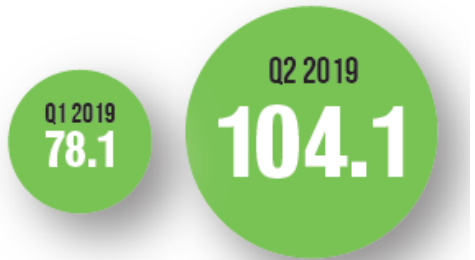


BUILDING PERMITS

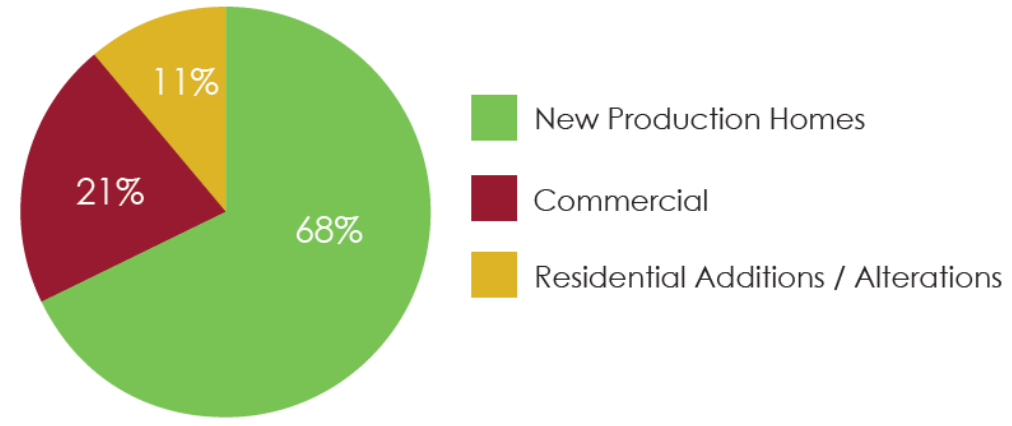
2007=100



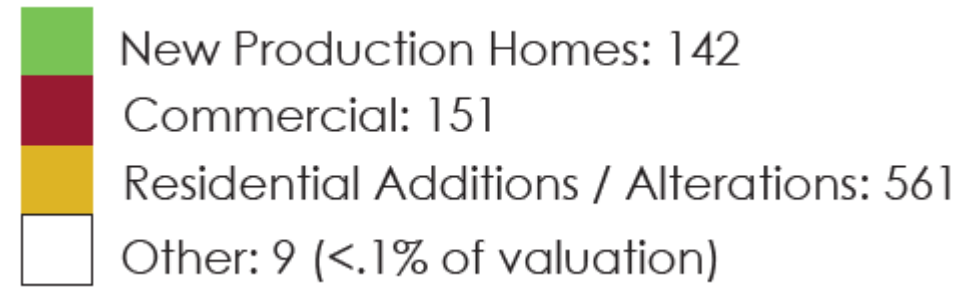
33.3%

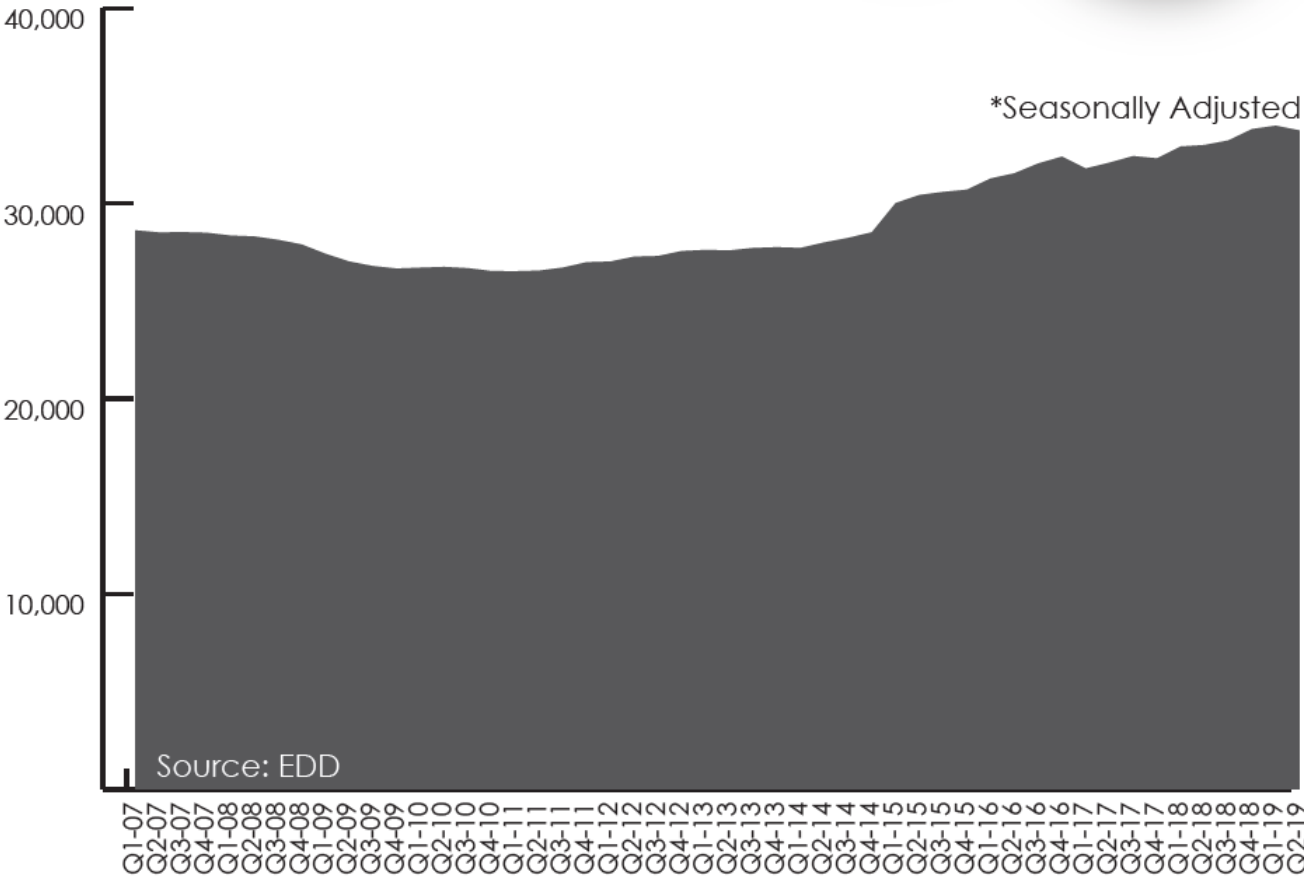


PERCENTAGE OF PERMITS
Based on total valuation

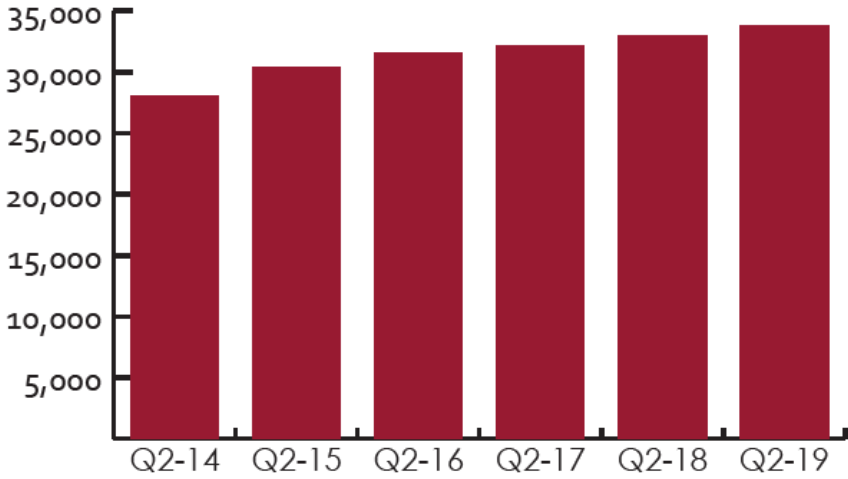


NUMBER OF PERMITS

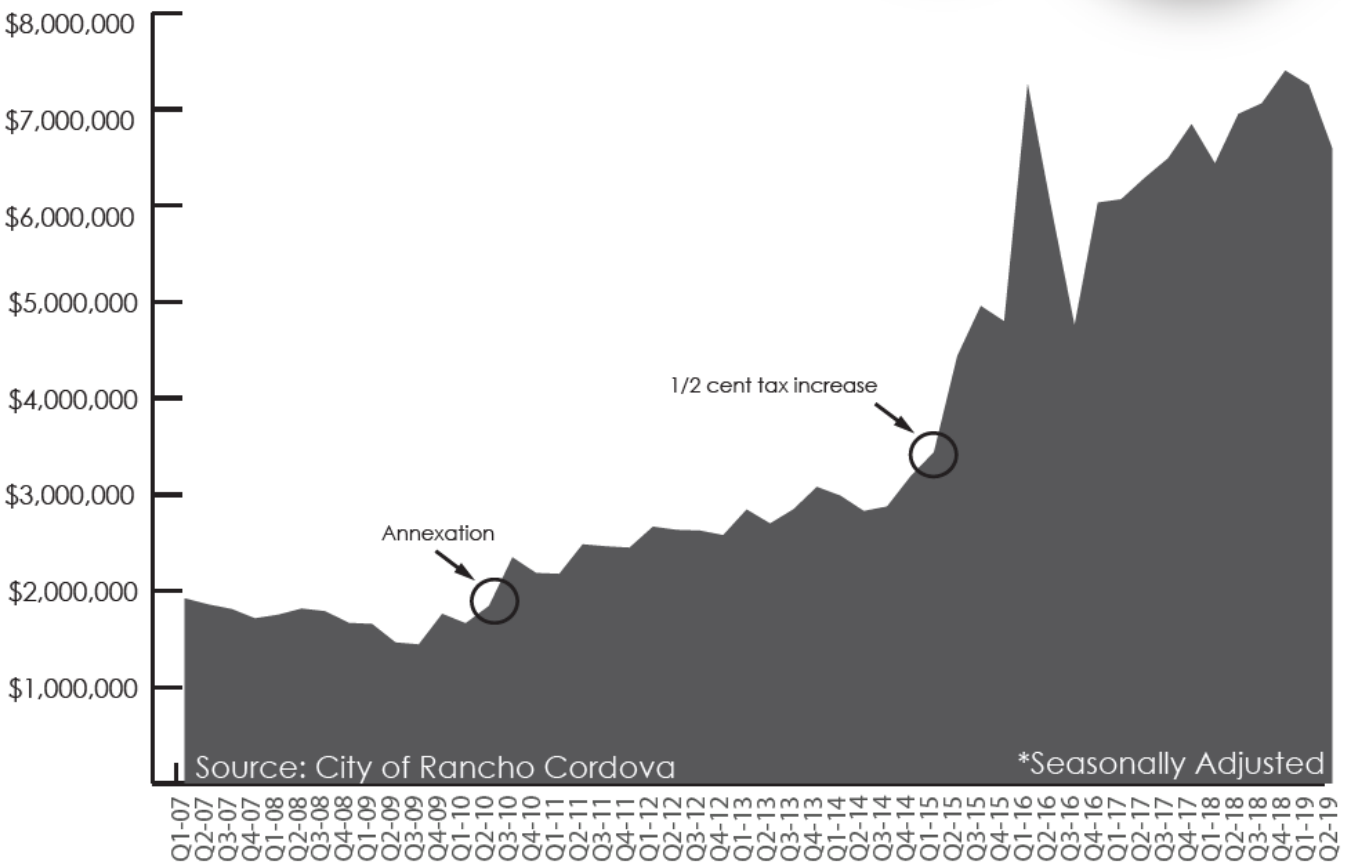




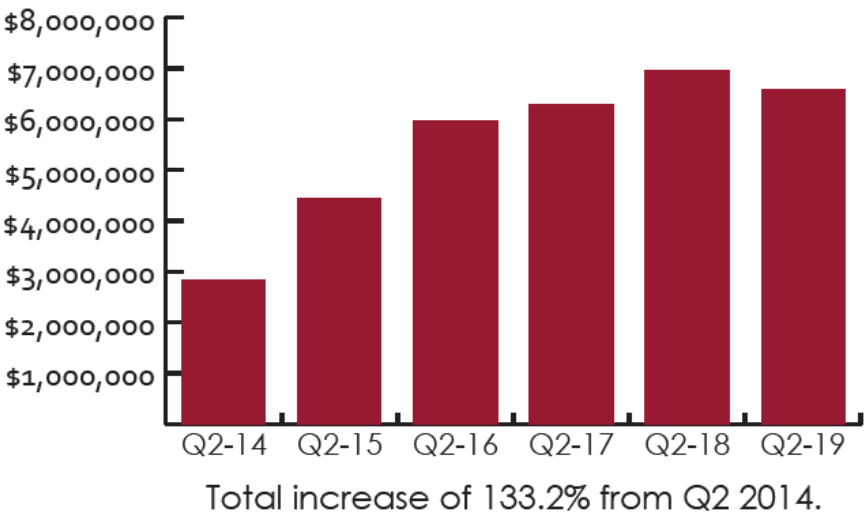
Q2 EMPLOYMENT SINCE RECESSION LOWS

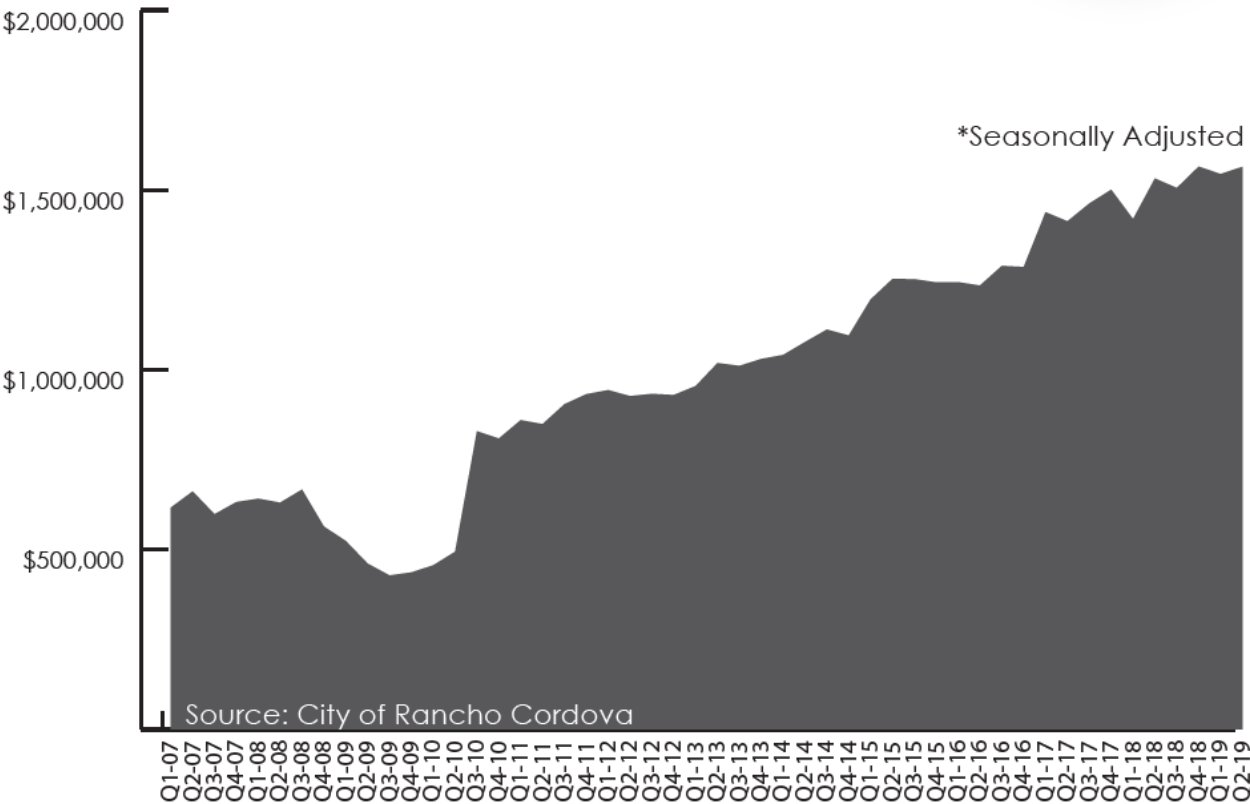


Total increase of 20.5%

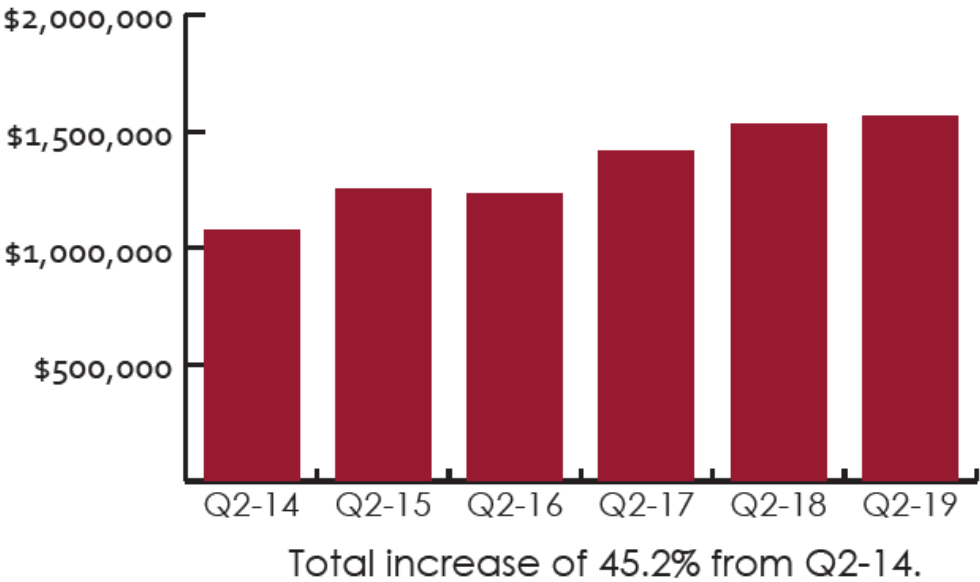


Q2 SALES TAX SINCE RECESSION LOWS





Q2 TOT SINCE RECESSION LOWS



BUSINESS CONFIDENCE SURVEY

SALES

PROFITS

EMPLOYMENT

LOCAL BUSINESS CONDITIONS

STATE BUSINESS CONDITIONS

US BUSINESS CONDITIONS

APR 2019

61.6

DEC 2019

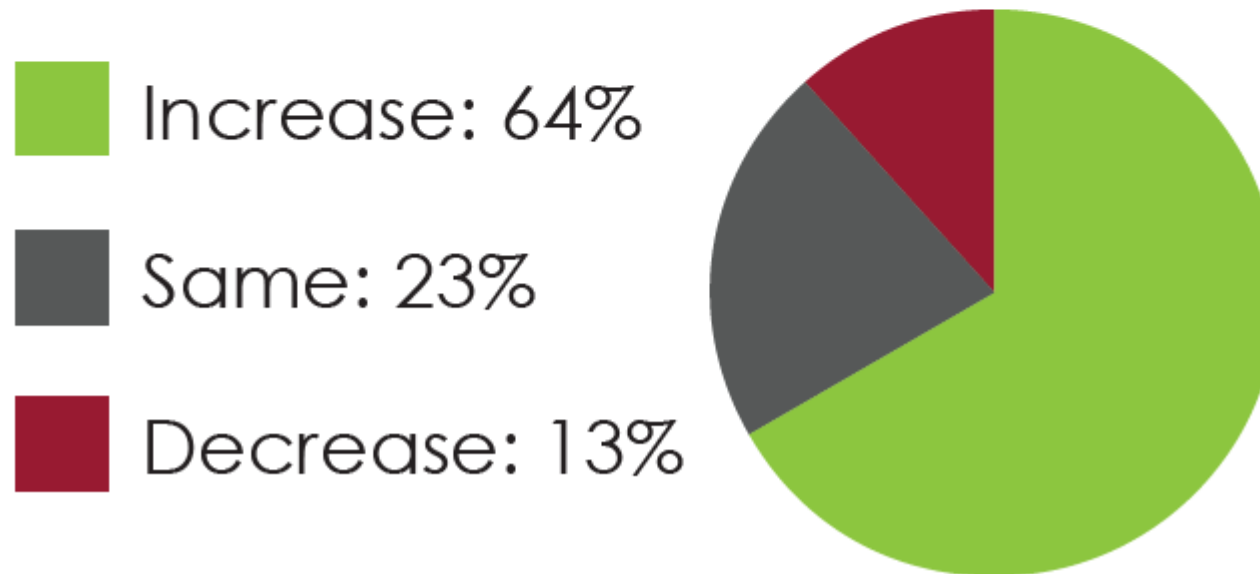
57.3

▼ 7%

Neutral = 50

SALES

How are gross sales expected to change in the next 12 months?



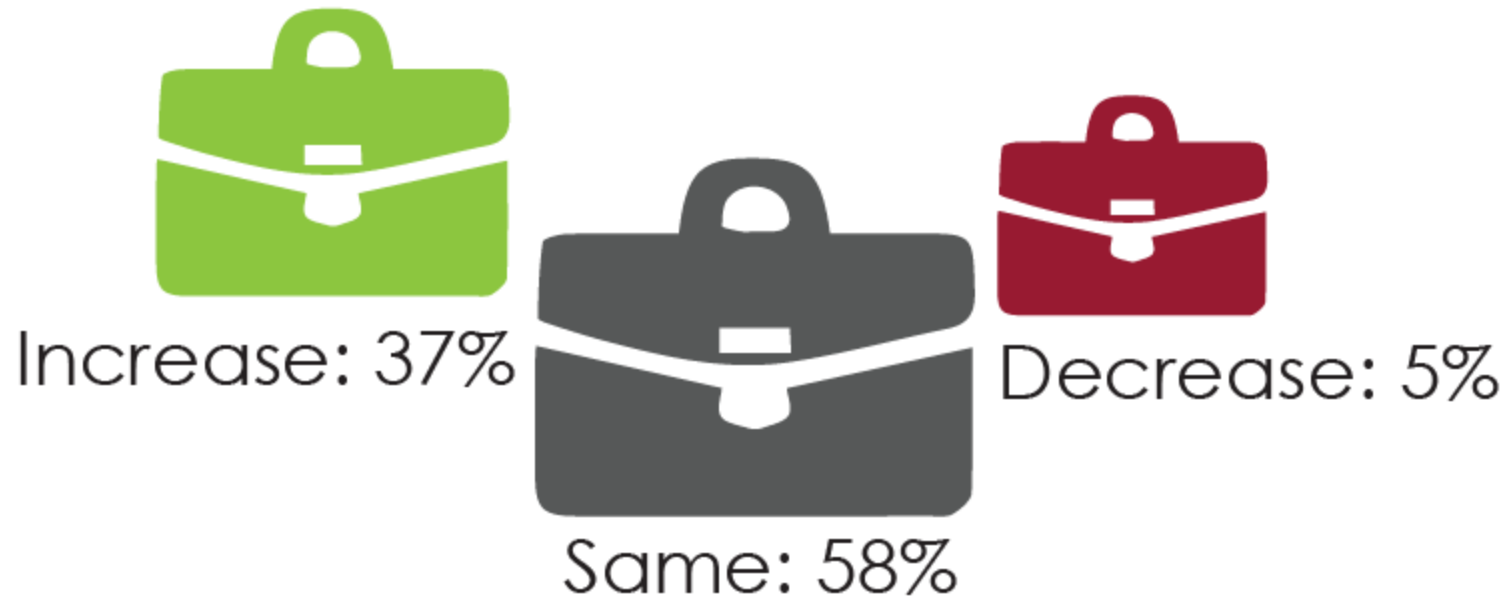
PROFITS

How are profits expected to change in the next 12 months?

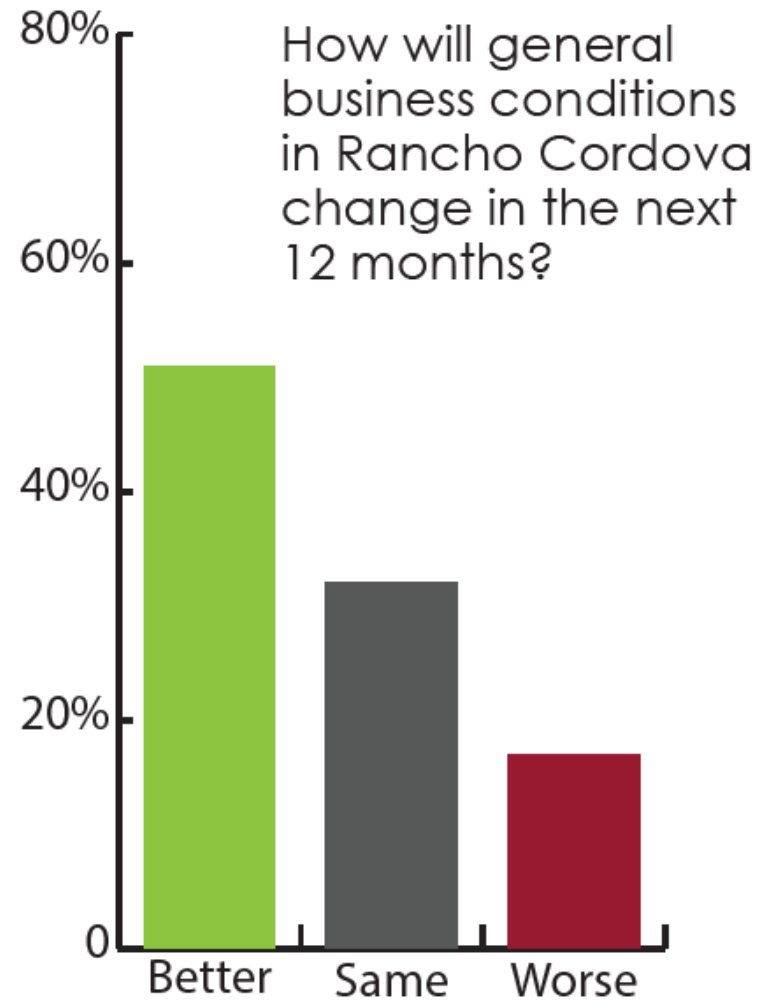


EMPLOYMENT

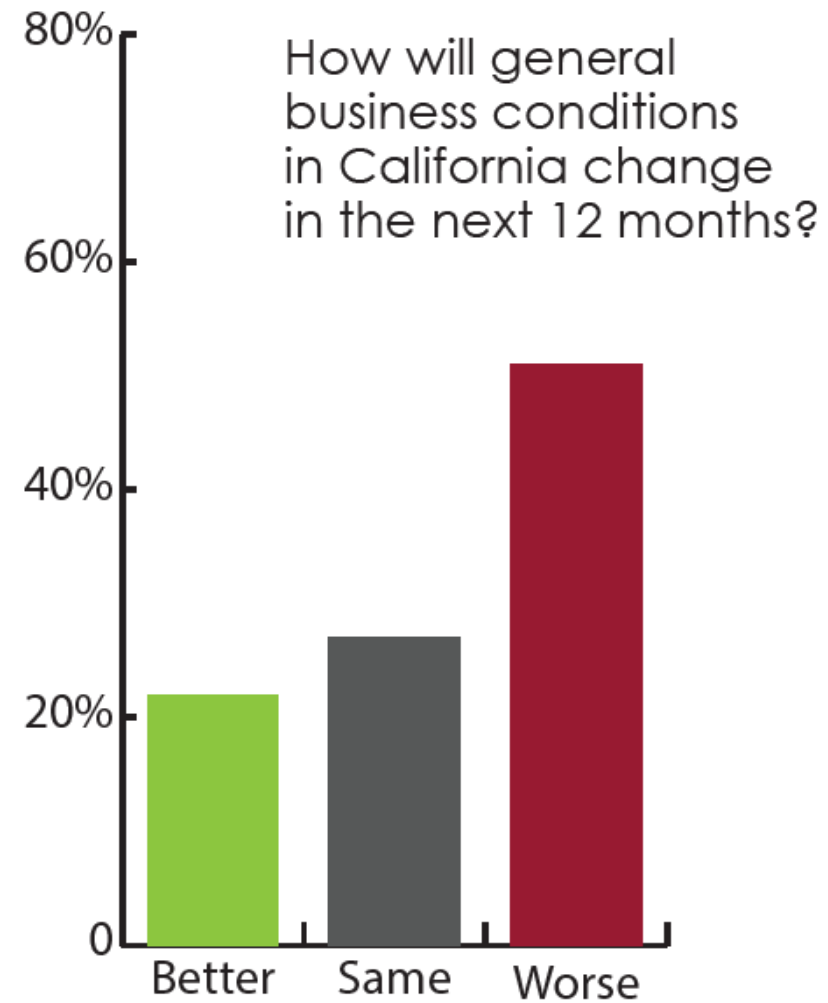
How is employment expected to change in the next 12 months?



LOCAL BUSINESS CONDITIONS

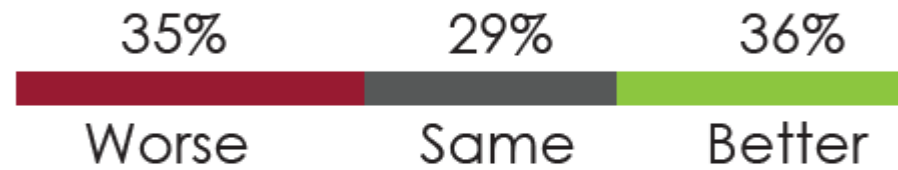


STATE BUSINESS CONDITIONS



US BUSINESS CONDITIONS

How will general business conditions in the U.S. change in the next 12 months?



A **positive future** for Rancho Cordova!

- Full reports available at www.RanchoCordova.Org -





City of Rancho Cordova Business Outlook & Economic Forecast

January 31, 2020

Your Presenters

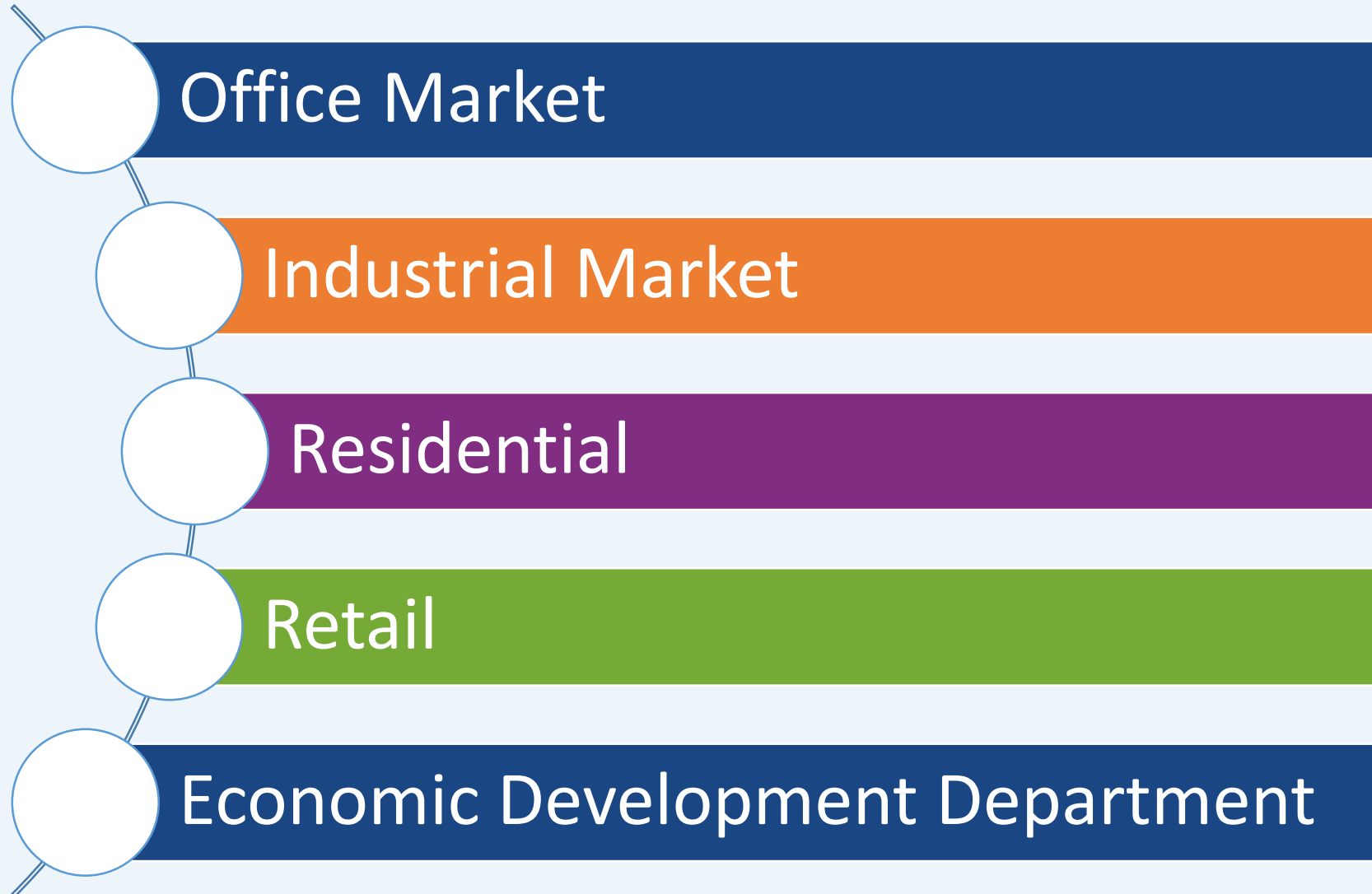
Amanda Norton

- Economic Development Manager

Nick Sosa

- Associate Planner

What We're Covering Today

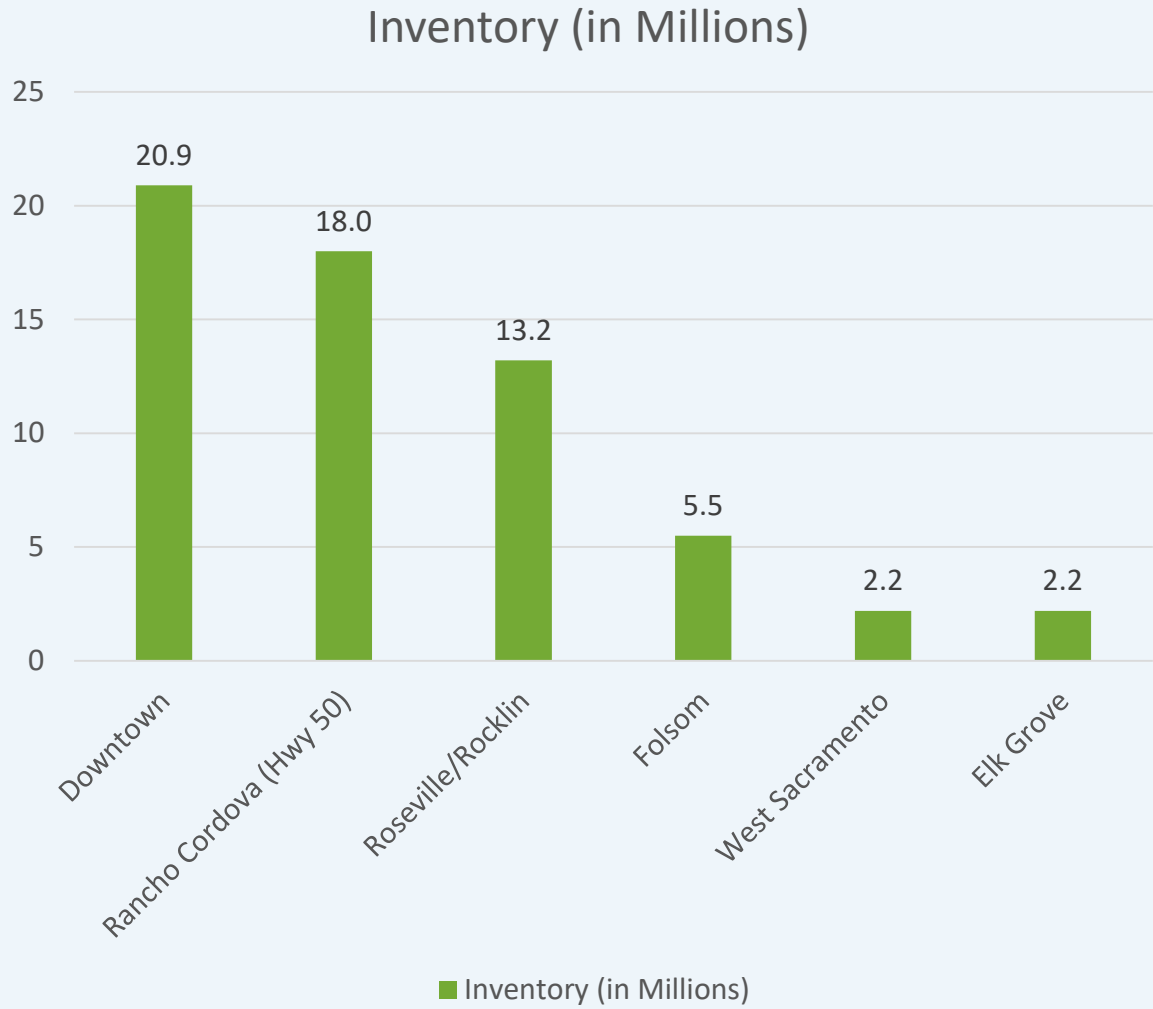


Rancho Cordova Office Market



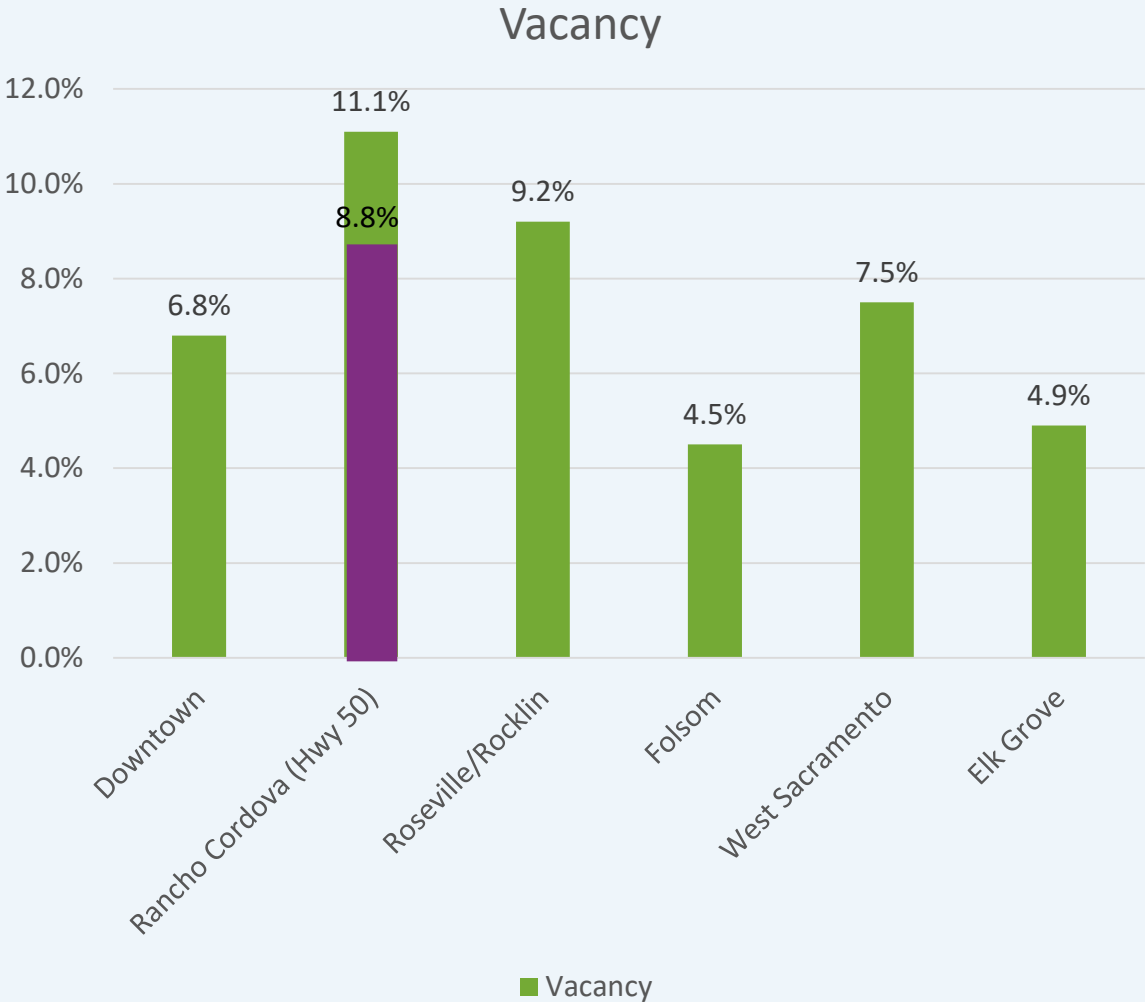
Office Inventory

The Highway 50 Corridor has the largest office inventory outside of downtown Sacramento



Office Vacancy

We have large floor
plate office space.
We just recently had
a few large lease
deals completed
and expect more in
2020



Notable Office Leases

10888 White Rock Rd. – UC Davis Health,
68,000 SF



3100 Zinfandel Dr. –
VSP Global, 35,540 SF



ATTACHMENT 2

3068 Kilgore Rd. – CA
Department of Justice,
104,000 SF



3141 Data Dr. – Cerulean, 75,233 SF

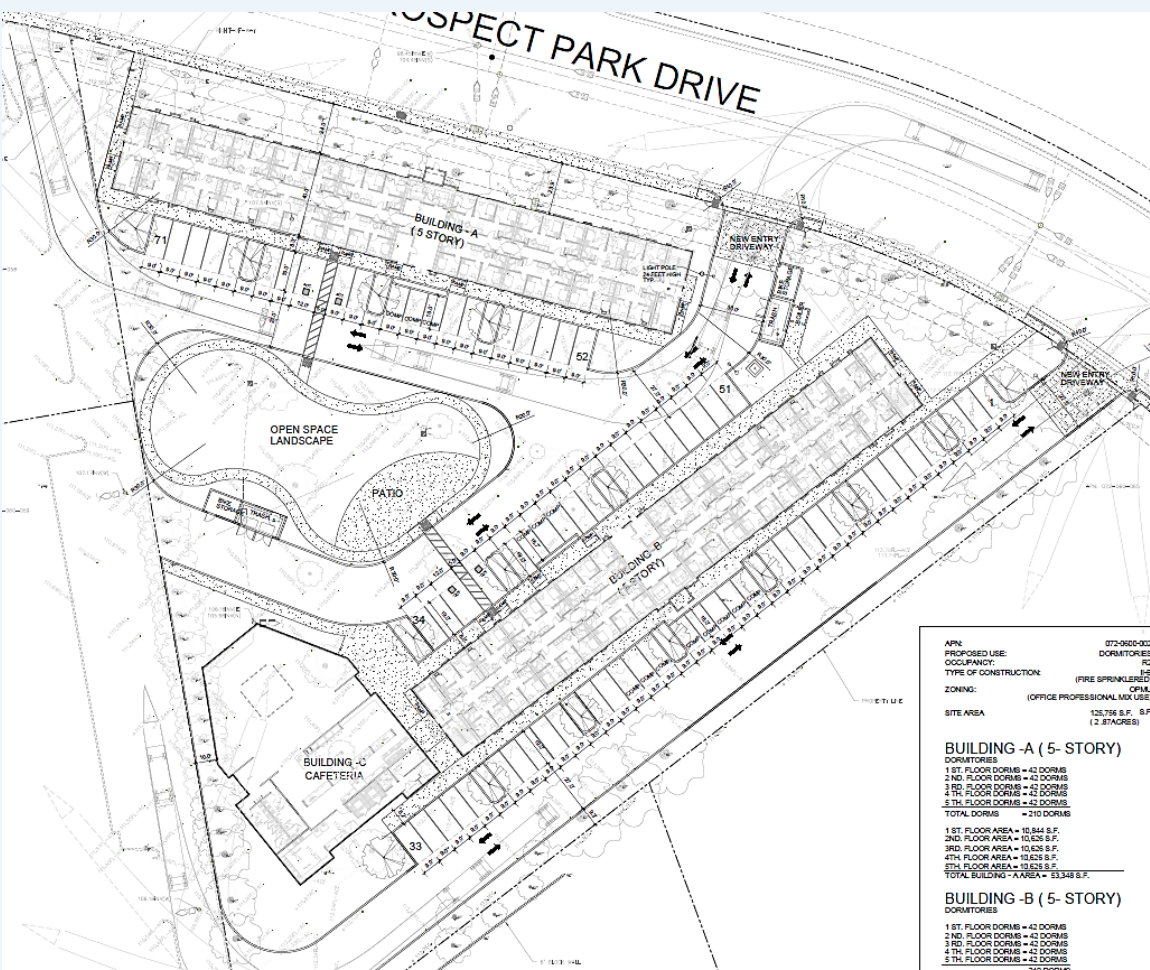
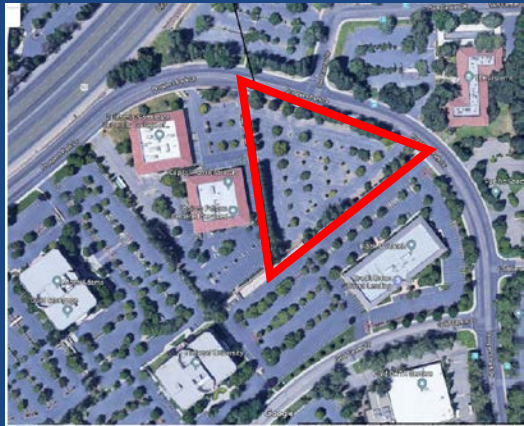


CA Northstate Dorms

2.87 acres

Construction of two 5 story
Dormitory Buildings for a total of
420 Dorm Rooms

Status: Currently under Entitlement
Review



California Military Department Headquarters

- 31 acres
- 285,000 sq. ft – multi building campus
- 700-900 jobs

Status: Under Construction

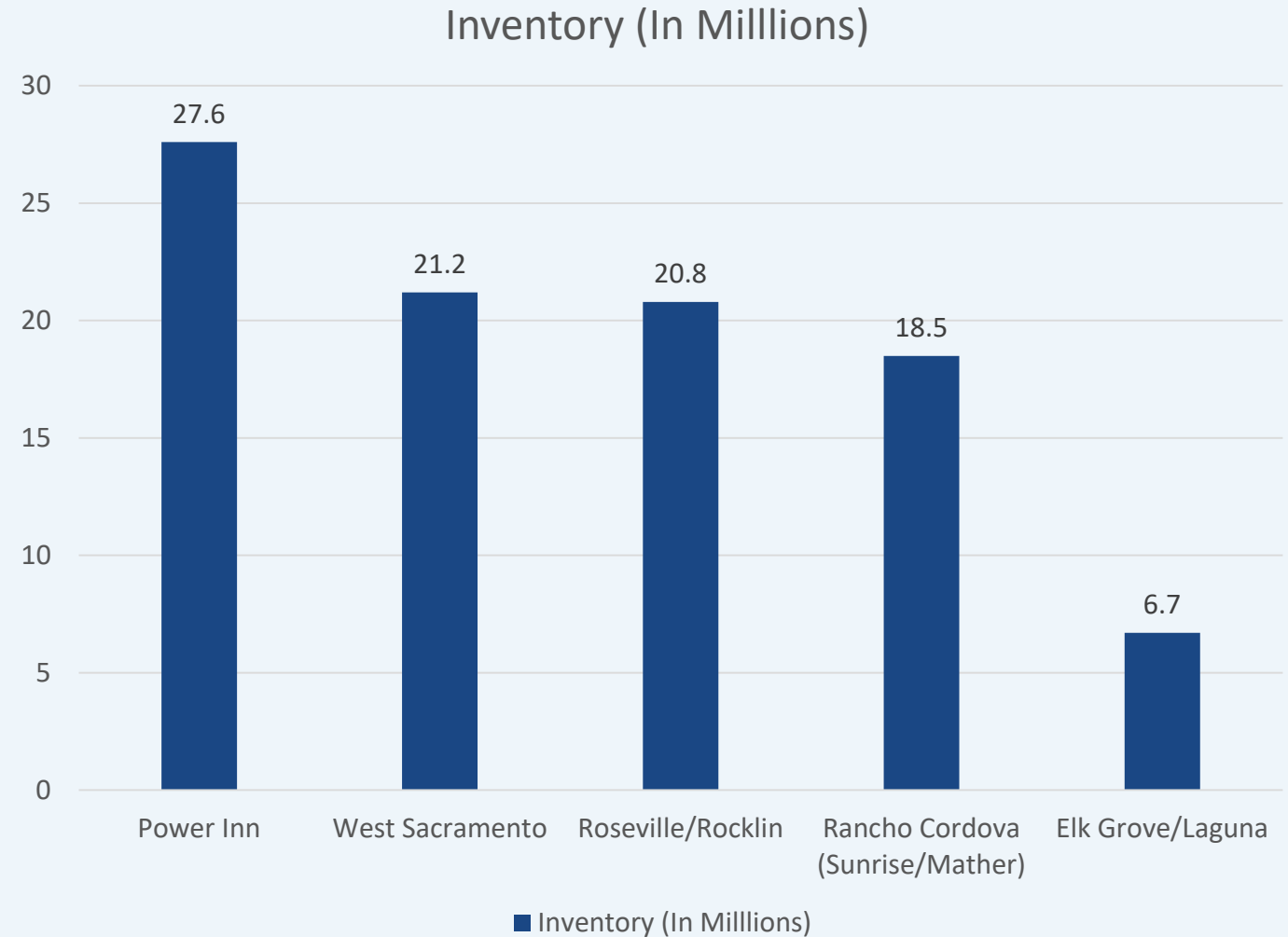


Rancho Cordova Industrial Market



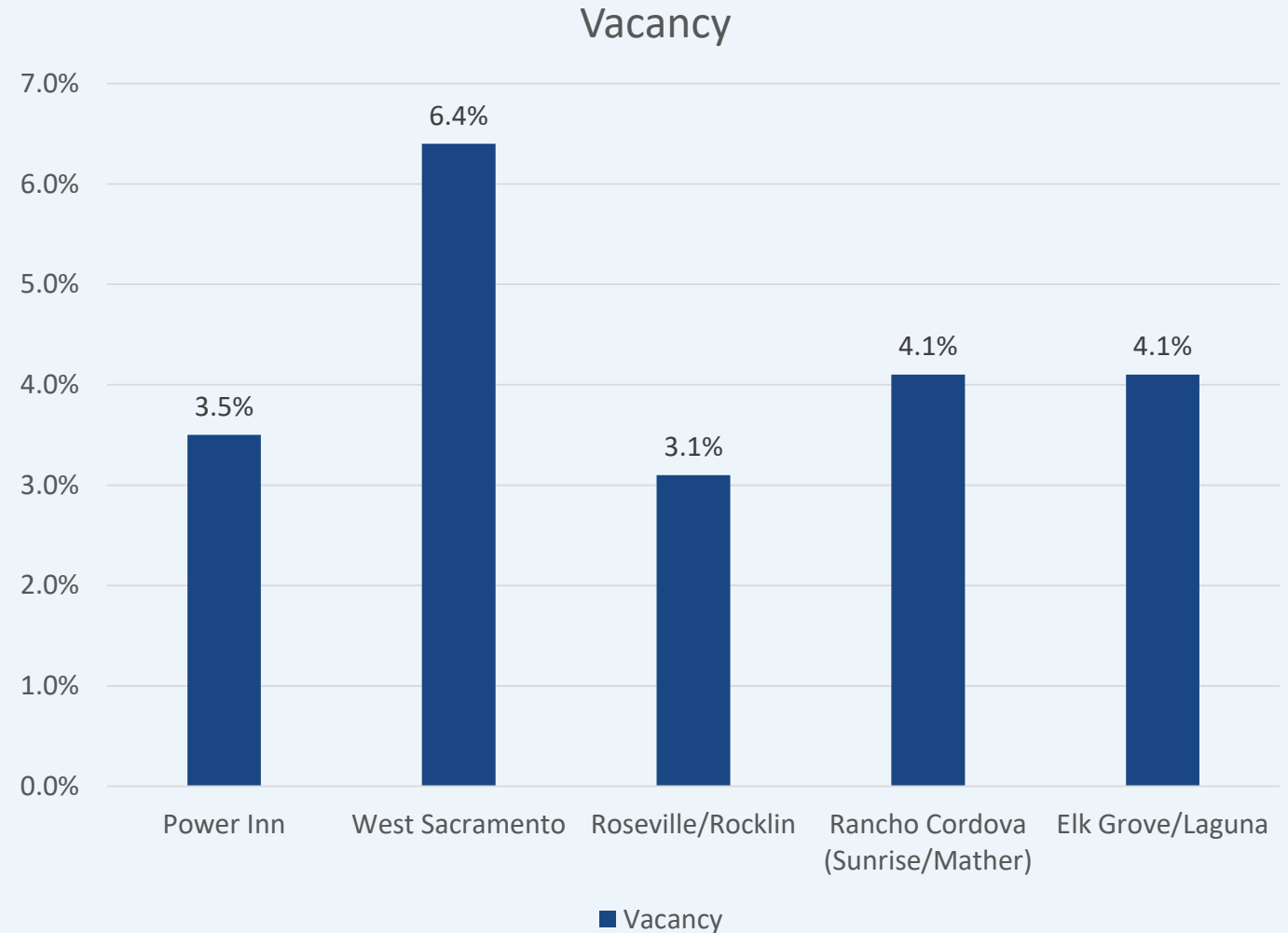
Industrial Inventory

Combined Inventory of Sunrise and Mather Industrial Areas is 18.5 Million Square Feet, just below Roseville/Rocklin's 20.8M Square Feet



Industrial Vacancy

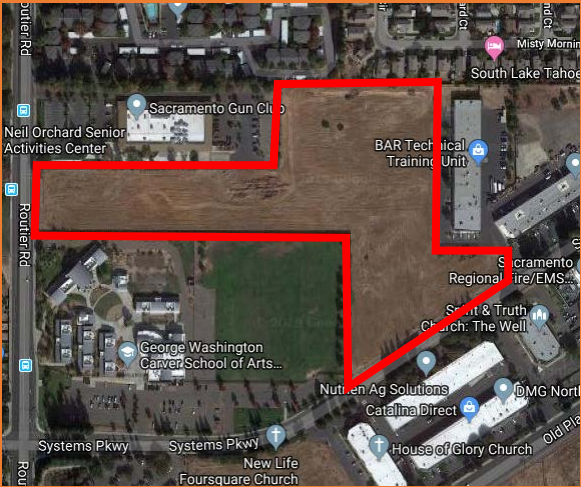
The industrial market is very tight in the region. Much of our product does not make it on the market before it is leased



Mather Business Park

16 Light Industrial buildings
totaling 148,000 sq. ft. that
would be constructed in
phases.

Status: Planning Entitlements
under review



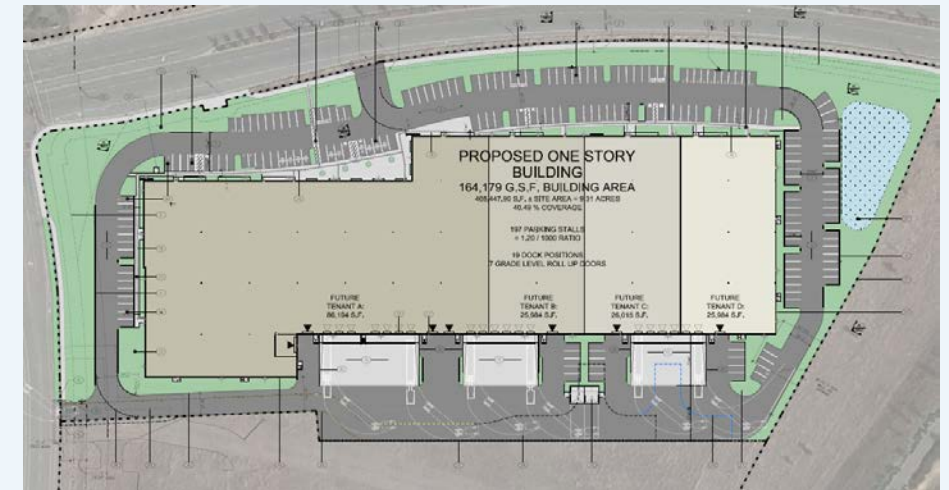
GLP Stores

9.31 acres

164, 179 sq. ft – one story
warehouse building

19 loading docks

Status: Planning Entitlements under
review



Stonecreek Industrial Park

40.63 acres

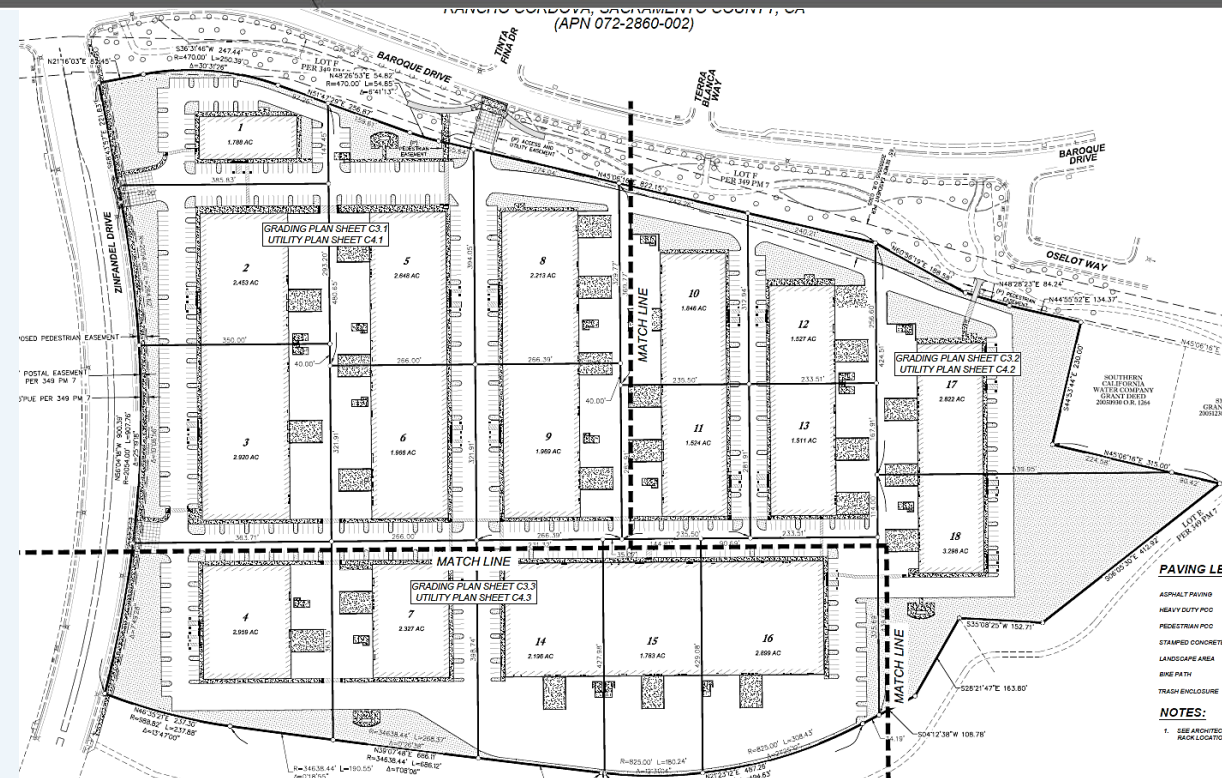
603,830 Sq Ft of light industrial office/warehouse

24 loading docks

Entitlements complete

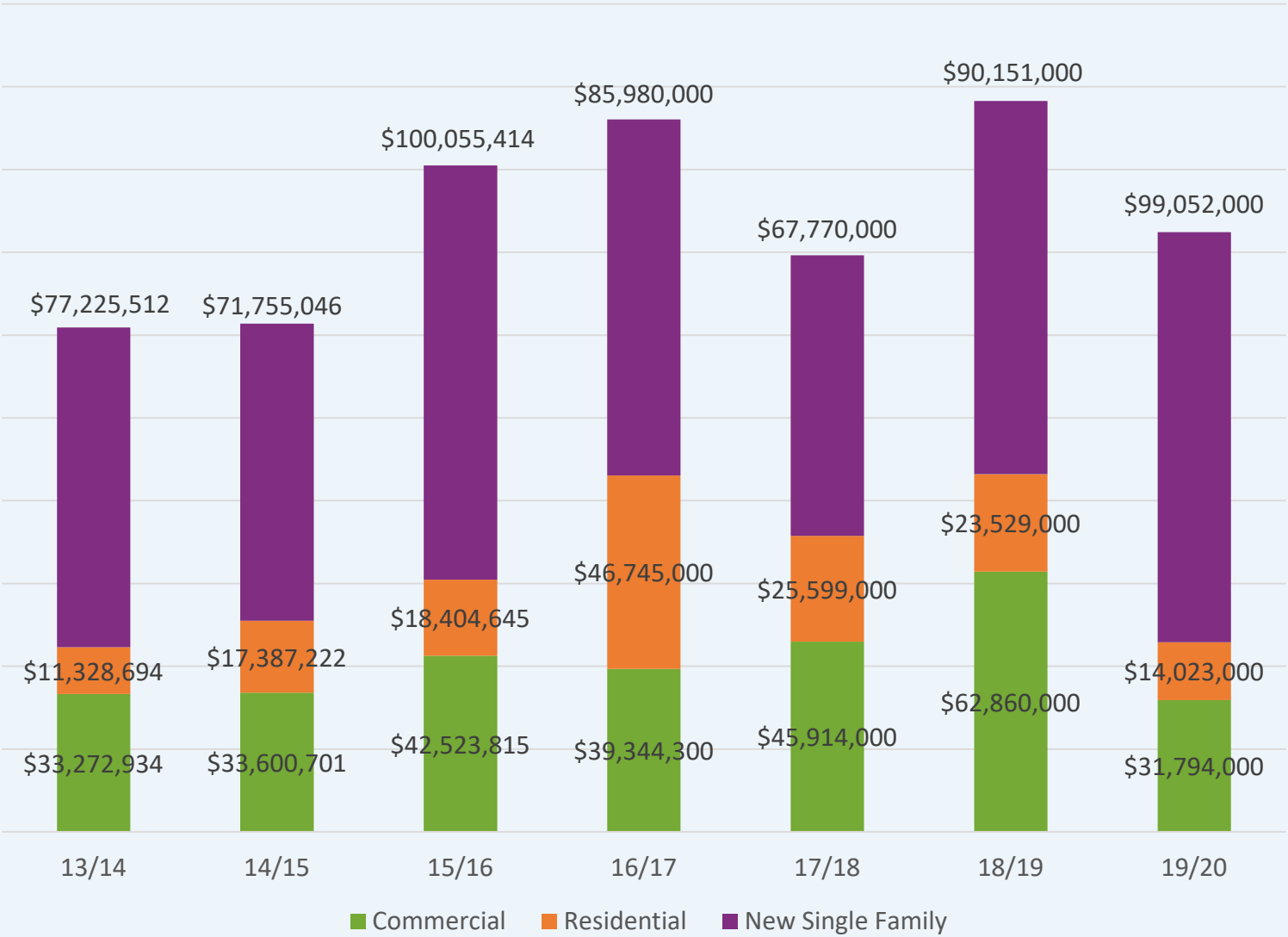


ATTACHMENT 2



Commercial & Residential Project Valuation

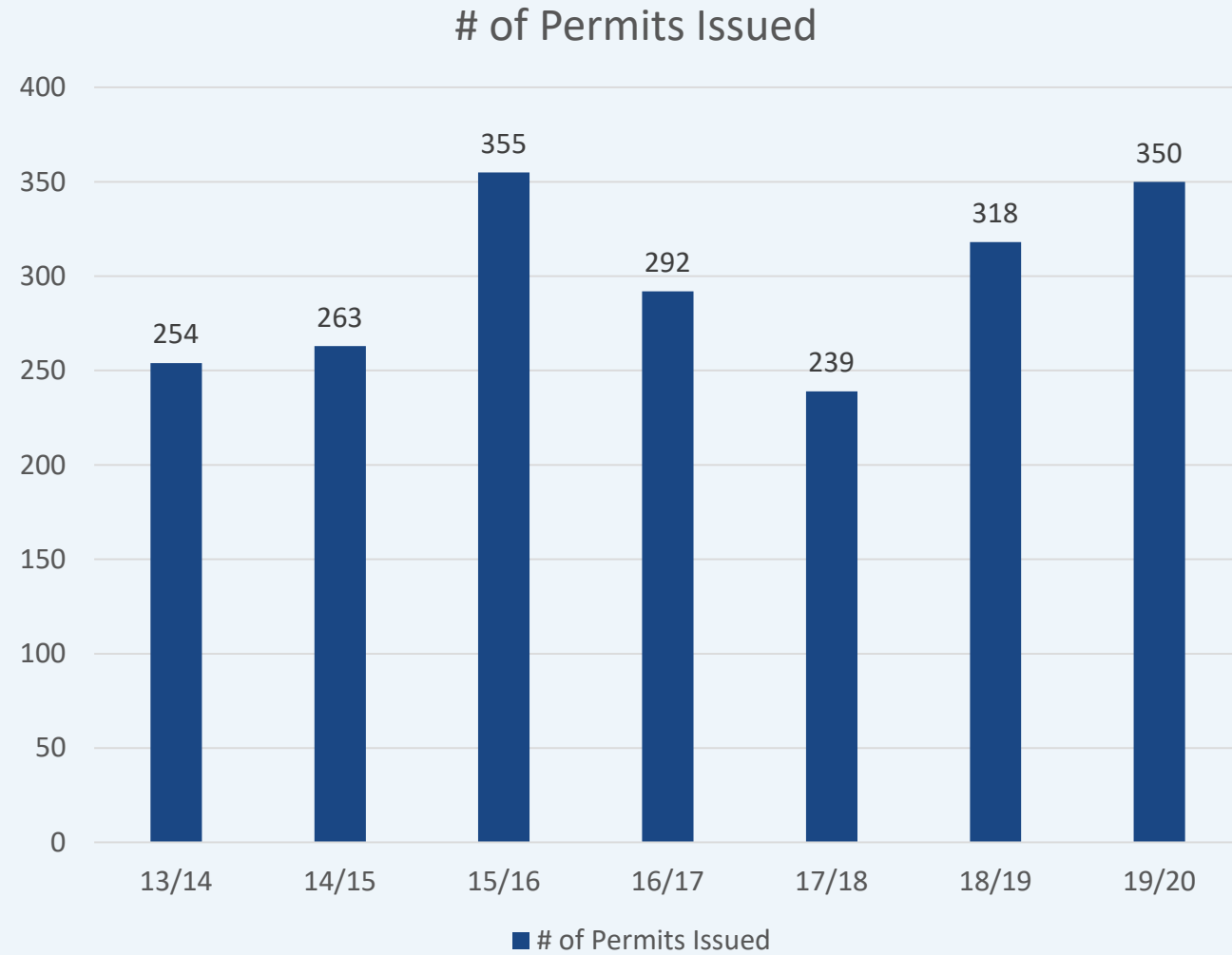
Commercial and
residential projects
that involve all
manner of tenant or
owner
improvements that
require permits



Rancho Cordova Residential Market

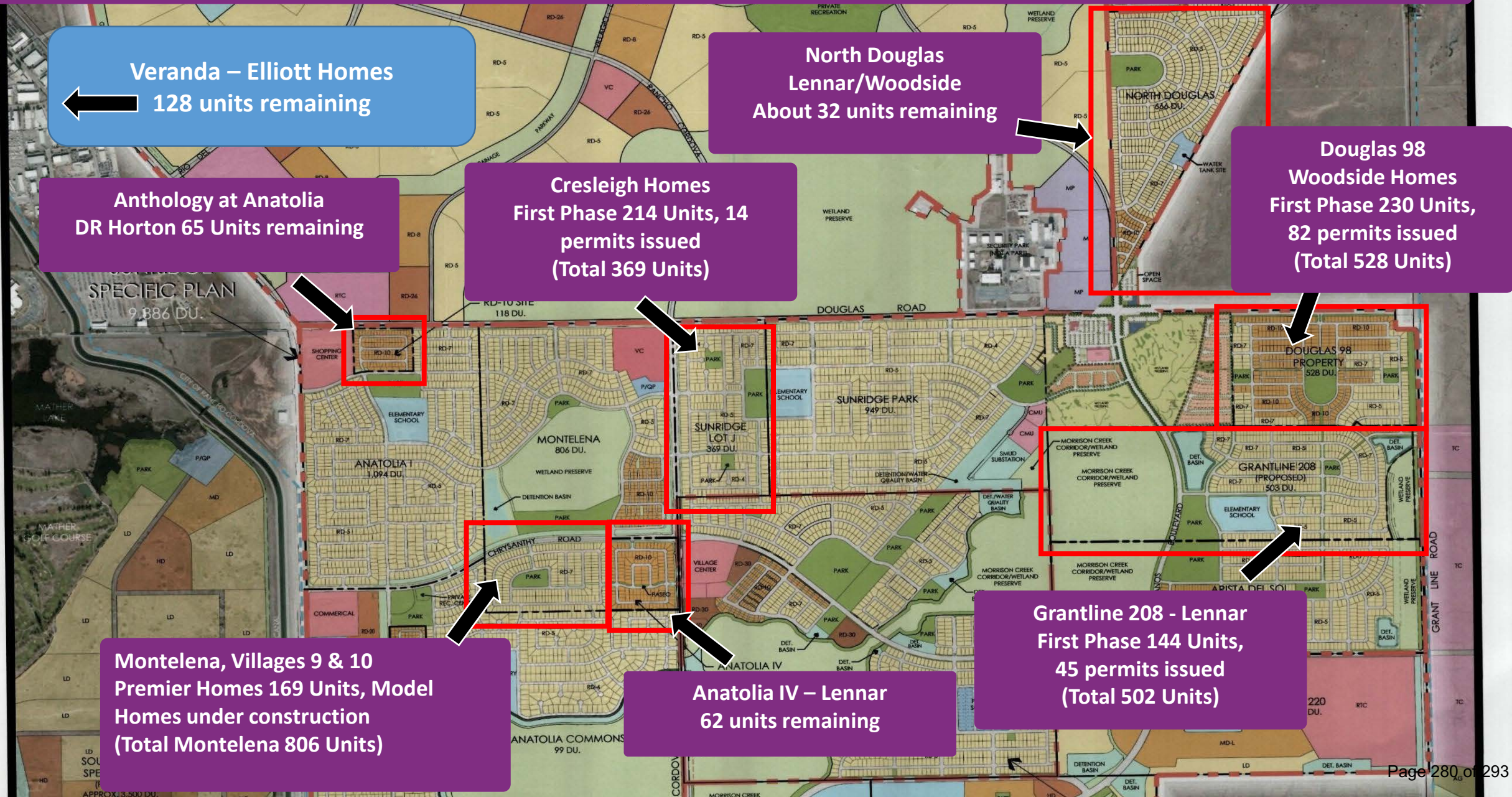


New Production Homes



Production Home Construction 2019-2021

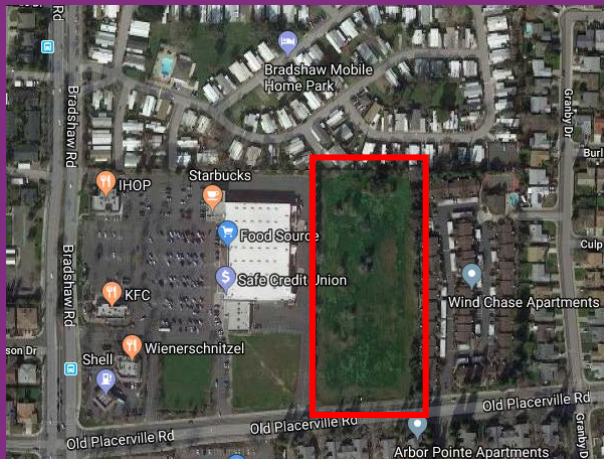
ATTACHMENT 2



Bradshaw Village

**55 Single family homes located
on Old Placerville Road near
Bradshaw Road**

Status: Master Plans near approval



Rio del Oro Parcel 67

Zoned Single Family (SF)

Status: Planning Entitlements
completed and in Improvement
Plan Stage



Retirement Residence

3-story retirement facility

149-suites

Status: Planning Entitlements
Completed



ATTACHMENT 2



The Ranch

530 Acre Site

743 Age Restricted Residential
Units

947 Non-Age restricted
Residential Units

Status: Planning Entitlements
Completed



Rio Del Oro Parcel 66

- 132 Medium Density Single Family residential lots

The Preserve

- 434 Single family lots

Grantline 220

- 619 Age Restricted Single family lots
- 291 High Density Units (non-age restricted)

Kassis

- 198 Single Family Lots

Sierra Sunrise

- 881 Single Family Lots
- 165 High Density Units

Projects in Active Entitlement Review

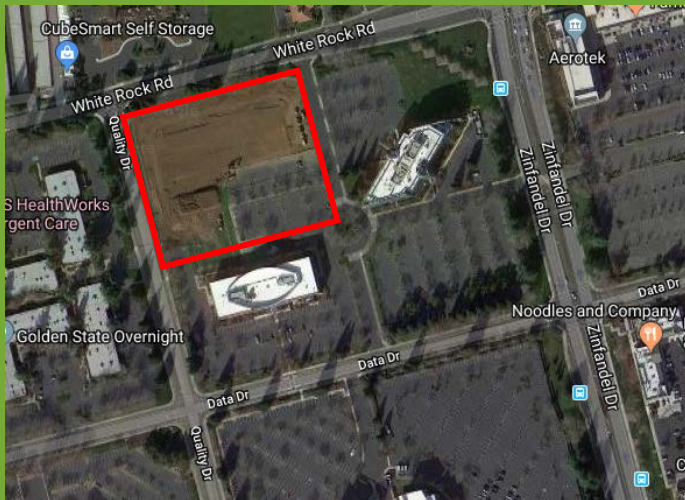
Rancho Cordova Retail & Amenities



Homewood Suites

4-story extended stay hotel
with 105 rooms located at the
southeast corner of White Rock
Rd and Quality Dr.

Status: Opened January 2020

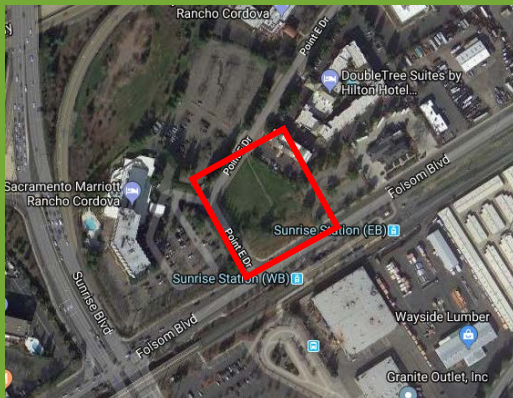


Towne Place Suites

4 Story Hotel with 118 Rooms at
11212 Point East Drive

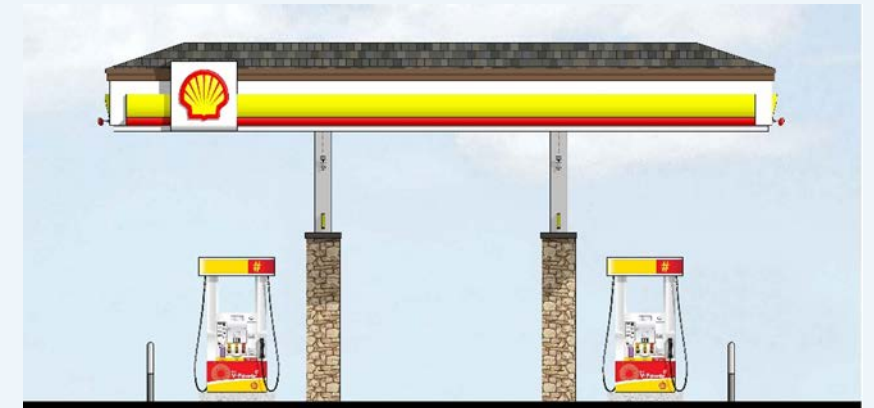
Status: Architectural Plans
Nearly Ready for Approval

Pending Submittal of Civil Plans





Coming
Soon
Retail



Coming Soon



Fun New Amenities

Largest laser tag arena in the Sacramento Region – Jas Laser Tag

1st axe throwing bar in the region – The Smart Axe

Jas Laser Tag



The Smart Axe



Economic Development Department

Programs and Initiatives

Jobs &
Talent
Program

Business
Incentive
Program

Sign &
Façade
Program

New
Film
Office

THANK YOU



CityOfRanchoCordova.org

SelectRanchoCordova.org