

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Tuesday, January 17, 2023

4:30 PM - Special Meeting/Closed Session

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

Pursuant to California Assembly Bill 361 amending the Ralph M. Brown Act (Govt. Code 54950-54963), the City has declared a state of emergency relating to COVID-19 and imposed measures to promote social distancing.

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/82684375870?pwd=NmV6M3AzanFnbkRtUHVFbmpRWfNKdz09>

Join the Meeting via the Zoom Phone Number

Zoom Phone Number: +1 669 900 6833, +1 253 215 8782, +1 309 205 3325

Webinar ID: 826 8437 5870

Password: 578969

Instructions to Make Public Comment

Submitting Public Comment via Email

Members of the public who wish to provide public comment via email will need to submit written comments to CityClerk@cityofranhocordova.org no later than 3:00 p.m. on Tuesday, January 17, 2023. Written comments received no later than 3:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 3:00 p.m. will be distributed to the Council.

Listening to a Zoom Meeting by Zoom Video Conference

To make a public comment using the Zoom platform, please use the “raise hand” feature at the bottom center of the screen. Please make sure to enable audio controls once access has been given

by the City Clerk's office to speak. Please wait to be called upon by the City Clerk.

Listening to a Zoom Meeting by Phone Only

You can join a Zoom meeting via teleconferencing/audio conferencing using a cell phone or traditional landline phone. To request to make a public comment by phone press *9 to raise your hand. Please wait to be called upon by the City Clerk.

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk's Office at (916) 851-8720 before Tuesday, January 17, 2023, at 3:00 p.m.

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

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. ADJOURN TO CLOSED SESSION

Mayor Budge will adjourn the meeting to closed session.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

5. CLOSED SESSION

Council will meet in closed session to discuss the following item:

- 5.1. **Subject:** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) (One Case).

6. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in closed session.

7. ADJOURN TO REGULAR MEETING

Mayor Budge will closed session to the regular meeting.

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

9. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

10. PLEDGE OF ALLEGIANCE

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

11. INVOCATION

Tammy Hartman with the Law Enforcement Chaplaincy Sacramento will give the invocation.

12. PRESENTATIONS

- 12.1. Presentation of Proclamation in Recognition of Retired Assemblyman Ken Cooley

13. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time via teleconference or by completing and submitting a Speaker Card to the City Clerk.

If you want to make a public comment via teleconference, please use the "raise hand" feature at the bottom center of the screen. If you are participating by telephone and you want to make a public comment, please press *9 to raise your hand. For those participating by Zoom or telephone, please wait to be called upon by the City Clerk.

For items on the agenda, speakers will be called by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

14. COUNCIL REPORTS

15. CITY MANAGER'S REPORT

16. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 16.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of January 3, 2023.
Recommendation: Adopt the Minutes.
- 16.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-281 with American Pavement Systems, Inc. in an Amount not to Exceed \$943,772 for the Rancho Cordova Surface Treatment Project.
Recommendation: Adopt the Resolution.
- 16.3. **Subject:** A Resolution Declaring the City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Rancho Cordova Storage Project.
Recommendation: Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Rancho Cordova Storage project.

- 16.4. **Subject:** A Resolution Authorizing the City Manager to execute Construction Contract Amendment 2021-75-11 with Teichert Construction to Increase the Contract Amount from \$11,949,145.95 to an Amount not to Exceed \$12,440,317.95 for the Construction of White Rock Road - Fitzgerald Road to 0.5 Mile East of Rancho Cordova Parkway Project.
Recommendation: Adopt the Resolution.
- 16.5. **Subject:** A Resolution Authorizing the City Manager to Execute a First Amendment to On-Call Professional Services Agreement with Upavanti Inc. Increasing the On-Call Contract Amount from \$100,000 to \$1,500,000 to Provide Building Plan Review and Inspection Services.
Recommendation: Adopt the Resolution
- 16.6. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-authorizing Remote Teleconference Meetings of the City for the Period from January 17, 2023 through February 16, 2023.
Recommendation: Adopt the Resolution.
17. **CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE**
- 17.1. **Subject:** A Resolution Approving the City of Rancho Cordova's Adjusted Storm Drainage Impact Fee Schedule for 2023.
Recommendation: Adopt the Resolution approving the Storm Drainage Impact Fee Schedule.
18. **PUBLIC HEARING ITEMS**
- 18.1. **Subject:** Logisticenter at Rancho Cordova Major Design Review - Project No. PLND-1021-0015.
Recommendation: There is no staff recommendation at this time. Staff is providing a response to Council's concerns that were raised at the December 5, 2022 Council meeting and responding to additional information from the applicant and the applicant's attorney. Staff will be seeking additional direction from Council for this project. The public hearing will be continued to a future Council date. At that time, staff may bring back documents for possible final action based upon Council's direction.
19. **REGULAR CALENDAR ITEMS**
- 19.1. **Subject:** Residential Waste Collection and Street Sweeping Contract Options for the Term Beginning January 1, 2025.
Recommendation: Receive the presentation and provide direction to staff on the preferred option to develop and execute a new residential waste collection and street sweeping contract for the term beginning on January 1, 2025.
20. **COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**
21. **ADJOURNMENT**

ADDITIONAL INFORMATION

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

Unless the Council adopts a motion to extend the meeting, any item that is not initiated before 11:00 p.m. will be continued to the next day at 5:30 p.m. or scheduled on the next regular meeting agenda of the Council.

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

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

UPCOMING MEETINGS

January 24, 2023	1:00 PM Special Meeting/Work Session
January 25, 2023	1:00 PM Special Meeting/Work Session
February 6, 2023	3:00 PM Special Meeting/Regular Meeting
February 21, 2023	5:30 PM Regular Meeting
February 28, 2023	5:30 PM Special Meeting/Work Session
March 6, 2023	4:00 PM Special Meeting/Regular Meeting
March 20, 2023	5:30 PM Regular Meeting
March 28, 2023	5:30 PM Special Meeting/Work Session

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

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, 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 January 17, 2023 Regular Meeting of the Rancho Cordova City Council was posted and available for review on January 12, 2023 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 January 23, 2023 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 16.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Tuesday, January 3, 2023

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

Pursuant to California Assembly Bill 361 amending the Ralph M. Brown Act (Govt. Code 54950-54963), the City has declared a state of emergency relating to COVID-19 and imposed measures to promote social distancing.

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Budge called the Regular meeting to order in the David B. Roberts Council Chambers at 5:39 p.m.

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

Council Members Absent: None

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Micah Runner led the pledge.

4. INVOCATION

Mary Nobbe with the Law Enforcement Chaplaincy Sacramento gave the invocation.

5. PRESENTATIONS

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, January 3, 2023

5.1. Federal & State Legislative Updates

6. PUBLIC COMMENT

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

1. Kate Carroll
2. Sara Malone
3. Greg Muilenburg
4. Troy Fennel
5. James Garcia
6. Eric Winegar
7. Helen Whelan-Bashaw
8. Eric Winegar
9. Kate Carroll
10. James Garcia
11. Tony Hamilton
12. David and Barbara Williams

Mayor Budge closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Budge opened the public comment period. Seeing no speakers. Mayor Budge closed the public comment period.

ACTION: Motion to approve items 9.1 through 9.6 by Pulipati second by Gatewood;
Motion passed with a 5:0 vote.

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of December 19, 2022.
Recommendation: Adopt the Minutes.
- 9.2. **Subject:** Second Reading of an Ordinance to Amend the Suncreek Specific Plan for the Trevor Gilmartin Project.
Recommendation: Waive second reading and adopt the Ordinance.
- 9.3. **Subject:** Second Reading of an Ordinance Amending The Ranch Special Planning Area- PLND-0722-0045-The Ranch Four Seasons.
Recommendation: Waive the second reading and adopt the Ordinance amending The Ranch Special Planning Area.
- 9.4. **Subject:** A Resolution Authorizing the City Manager to Approve Contract No. 2022-263 with Torres Project Management, Inc. in an amount not to exceed \$645,000 for the Suite 220 Tenant Improvement Project (CP23-2250).
Recommendation: Adopt the Resolution.
- 9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2019-65-2 with Willdan Engineering to Increase the Contract Amount from \$1,450,000 to an Amount not to Exceed \$2,250,000 with no Change in the Contract

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, January 3, 2023

Term.

Recommendation: Adopt the Resolution.

- 9.6. **Subject:** A Resolution Declaring the Results of a Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee for the Sun Center Drive Warehouse Project in the City of Rancho Cordova.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the Annual Stormwater Utility Fee for the Sun Center Drive Warehouse project.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

11. PUBLIC HEARING ITEMS

- 11.1. **Subject:** Rancho Cordova Apartments - Major Design Review - Project No. PLND-0821-0002 - Located at 11650 Douglas Road; APN: 067-0030-078.

Recommendation: Find the project exempt from California Environmental Quality Act (CEQA) pursuant to Section 15183, projects consistent with a Community Plan, General Plan or Zoning; and adopt the Resolution for a Major Design Review for Rancho Cordova Apartments.

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

1. James Garcia

BREAK 7:42 PM – 7:59 PM

2. Helen Whelan-Bashaw
3. Giovanni Ottolini

Mayor Budge closed the public comment period.

ACTION: Motion to approve item 11.1 by Terry second by Gatewood;
Motion passed with a 5:0 vote.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** 2022 California Legislative Update.

Recommendation: Receive update.

Mayor Budge opened the public comment period. Seeing no speakers. Mayor Budge closed the public comment period.

ACTION: Information was received regarding the 2022 California Legislative Update.

- 12.2. **Subject:** 2023 Legislative Advocacy Update and Platform.

Recommendation: Presentations by Simon and Company, Inc. and Joe A. Gonsalves & Son regarding key 2022 legislation affecting the city, as well as staff update regarding 2023 legislative priorities. Receive presentations and update; provide direction and/or approval to staff on city's 2023 Legislative Priorities.

Mayor Budge opened the public comment period. Seeing no speakers. Mayor Budge closed the public comment period.

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, January 3, 2023

ACTION: Motion to approve item 12.2 by Gatewood second by Pulipati;
Motion passed with a 5:0 vote.

- 12.3. **Subject:** Presentation on the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project Aesthetic Concept.

Recommendation: Receive staff presentation on the proposed Aesthetic Concept for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project and provide direction.

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

1. Fayzah Mughal

Mayor Budge closed the public comment period.

ACTION: Input was received regarding the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project Aesthetic Concept.

- 12.4. **Subject:** Discussion and Approval of Council Member Appointments to Regional Boards, Commissions, and Committees.

Recommendation: That Council confirms commitments to serve on other agency boards, commissions, and committees.

Mayor Budge opened the public comment period. Seeing no speakers. Mayor Budge closed the public comment period.

ACTION: Motion to approve item 12.4 by Sander second by Gatewood;
Motion passed with a 5:0 vote.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURN TO CLOSED SESSION

Mayor Budge adjourned the meeting to closed session at 9:28 p.m.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called closed session to order at 9:28 p.m.

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

Council Members Absent: None

Staff Members Present: Adam Lindgren and Micah Runner

16. CLOSED SESSION

Council will met in closed session to discuss the following item:

- 16.1. **Subject:** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) (One Case).

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, January 3, 2023

18. ADJOURNMENT

Mayor Budge adjourned the meeting in memory of Regina Balaoing at 11:03 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 16.2.

DATE: January 17, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-281 WITH AMERICAN PAVEMENT SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$943,772 FOR THE RANCHO CORDOVA SURFACE TREATMENT PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2022-281 with American Pavement Systems, Inc. in an amount not to exceed \$943,772 for the Rancho Cordova Surface Treatment project.

BACKGROUND

City staff released a Request for Bids for the Rancho Cordova Surface Treatment project to perform minor pavement base repairs, apply a slurry seal, and install new pavement markings at the locations shown on site map as [Attachment 4](#). The application of these pavement preservation treatments will improve safety and aesthetics and extend the useful life of the roadway.

Bids for this project were solicited on the City's website, CIPLIST.com, the Rancho Cordova Chamber of Commerce, and the Sacramento, Placer and El Dorado County Builders Exchanges on November 4, 2022. Bids for the project were publicly opened on December 7, 2022. A total of six bids were received. The lowest responsible bid was in the amount of \$943,772 from American Pavement Systems, Inc. The bid summary sheet is provided as [Attachment 2](#).

FISCAL IMPACT AND FUNDING SOURCE

The contract would be funded by Measure A maintenance funds and has no impact to the general fund.

ATTACHMENT(S)

1. Resolution
2. Rancho Cordova Surface Treatment Project Bid Summary
3. Contract No. 2022-281

4. Site Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-281 WITH AMERICAN PAVEMENT SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$943,772 FOR THE RANCHO CORDOVA SURFACE TREATMENT PROJECT

WHEREAS, the City solicited bids for the Rancho Cordova Surface Treatment project under the requirements of state law on November 2, 2022; and

WHEREAS, the City publicly opened bids on December 7, 2022; and

WHEREAS, the lowest responsible bidder was American Pavement Systems, Inc; and

WHEREAS, the project will include minor pavement base repairs, a slurry seal, and new pavement markings in the South White Rock neighborhood and Prospect Park business area; and

WHEREAS, adoption of this Resolution will award construction contract No. 2022-281 to American Pavement Systems, Inc. in an amount not to exceed \$943,772 for the Rancho Cordova Surface Treatment project; and

WHEREAS, the contract is funded by Measure A maintenance funds, and has no impact to the general fund; and

WHEREAS, the services will exceed the maximum amount the City Manager is authorized to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2022-281 with American Pavement Systems, Inc. in an amount not to exceed \$943,772 in a form approved by the City Attorney for the Rancho Cordova Surface Treatment project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of January 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

ITEM 16.2.

ATTACHMENT 1

Stacy Leitner, CMC
City Clerk



Rancho Cordova Surface Treatment Project
Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
December 7, 2022 - 11:00 A.M.

Letter Designation	Contractor	Bid Grand Total	Cost Form	Bid Schedule	Contractor's License	DIR Form	Experience Qualification	Employee Qualifications	Designation of Subs	Operations Plan	Exceptions to Agreement	Bid Bond	Non-Collusion Affidavit	Signature Page
A	Pavement Coatings Co.	\$1,092,395.00	X	X	X	X	X	X	X	X	X	X	X	X
B	American Pavement Systems, Inc.	\$943,771.75	X	X	X	X	X	X	X	X	X	X	X	X
C	Dryco	\$996,901.21	X	X	X	X	X	X	X	X	X	X	X	X
D	VSS International	\$1,037,385.35	X	X	X	X	X	X	X	X	X	X	X	X
E	B&M Builders, Inc	\$1,209,380.00	X	X	X	X	X	X	X	X	X	X	X	X
F	Sierra Nevada Co.	\$1,014,006.96	X	X	X	X	X	X	X	X	X	X	X	X

Attendees:

Victor Ramos, Operations and Maintenance Technician

Stacy Leitner, CMC, City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND AMERICAN PAVEMENT SYSTEMS, INC.
FOR THE RANCHO CORDOVA SURFACE TREATMENT PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and American Pavement Systems, Inc. ("Contractor") as of January 17, 2023.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the Rancho Cordova Surface Treatment Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

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

WHEREAS, the notice was published on November 2, 2022 on the City of Rancho Cordova website and on CIPList.com ("Notice"); and

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

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

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

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2016; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the "Plans and Specifications".

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2022-281 as provided for and set forth in said Plans and Specifications, which are hereby incorporated and made a part of this Agreement. All of the work done under this Agreement shall be under the supervision of and be performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by

the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Agreement shall be effective from the time at which the contract is fully executed through June 30, 2023, as described in Section 2.4 of the attached.

Section 4. PAYMENT. Attached hereto as Exhibit A and by reference incorporated, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. Actual payment will be based upon the quantities as measured in the field. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials. The total contract amount is set at a not to exceed amount of \$943,772 for the term of this Agreement.

Section 5. PREVAILING WAGES. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "Prevailing Wage Laws"), and be responsible for carrying out the requirements of such provisions. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed

that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

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

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

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

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

9.1 Contractor's Performance. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.

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

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

Section 10. NONDISCRIMINATION AND EQUAL OPPORTUNITY. The Contractor shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee or applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including, but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 11. MISCELLANEOUS PROVISIONS.

- 11.1 This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 11.2 **Contract Administration.** This Agreement shall be administered by Operations & Maintenance Division Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.3 **Notices.** Any written notice to Contractor shall be sent to:
- Gregory Reed
American Pavement Systems, Inc.
1012 11th Street, Suite 1000
Modesto, CA 95354
greed@americanpavementsystems.com
- Any written notice to City shall be sent to:
- Victor Ramos
City of Rancho Cordova
O&M Division
3303 Luyung Drive
Rancho Cordova, CA 95742
- 11.4 **IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Micah Runner, City Manager

Gregory B. Reed, President

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

SECTION 2
SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Bidder selected to perform the work outlined in this RFB shall be guided by the:

- County of Sacramento, Municipal Services, Standard Construction Specifications
<https://saccountyspecs.saccounty.gov/Pages/default.aspx>
- Standard Specifications, State of California, California State Transportation Agency, Department of Transportation
http://ppmoe.dot.thca.gov/hq/esc/oe/construction_contract_standards/std_specs/2018_StdSpecs/2018_StdSpecs.pdf

and this RFB, herein referred to as Special Provisions.

A complete, preliminary copy of the City's contract for Rancho Cordova Surface Treatment Project is attached to this RFB as Appendix A. The contract shall bind selected Bidder to perform work in accordance with this RFB.

2.2 DESCRIPTION OF WORK STANDARDS

All Bidders accept and confirm by submission of a signed bid in response to this RFB, that work to be performed by the selected Contractor is comprised of a slurry seal on:

1. Zinfandel Drive from White Rock Rd to International Drive
2. Gold Center Drive from Zinfandel Drive to Prospect Park Drive
3. Prospect Park Drive from White Rock Road to White Rock Road
4. Data Drive from Zinfandel Drive to International Drive
5. Capital Center Drive from White Rock Road to International Drive
6. Quality Drive from White Rock Road to International Drive
7. Basie Way from Brubeck Drive to Brubeck Drive
8. Brubeck Drive from Reserve Drive to Basie Way
9. Dixieland Way from Basie Way to Basie Way
10. Mardi Gras Court from Basie Way to North-ending
11. Moonglow Drive from Reserve Drive to Basie Way
12. Ragtime Circle from Brubeck Drive to Brubeck Drive
13. Reserve Drive from Data Drive to International Drive

CITY OF RANCHO CORDOVA

DEPARTMENT OF PUBLIC WORKS



Requests for Bids for:

Rancho Cordova Surface Treatment Project

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

ADDENDUM #1

Original RFB Release Date: November 4, 2022

Bid Opening: December 7, 2022, 11:00 A.M.

Changes to the RFB Documents released November 4, 2022, are as follows:**1. 2.2 DESCRIPTION OF WORK STANDARDS**

All Bidders accept and confirm by submission of a signed bid in response to this RFB, that work to be performed by the selected Contractor is comprised of a slurry seal **and seal coat** on:

1. Zinfandel Drive from White Rock Rd to International Drive **(slurry seal)**
2. Gold Center Drive from Zinfandel Drive to Prospect Park Drive **(slurry seal)**
3. Prospect Park Drive from White Rock Road to White Rock Road **(slurry seal)**
4. Data Drive from Zinfandel Drive to International Drive **(slurry seal)**
5. Capital Center Drive from White Rock Road to International Drive **(slurry seal)**
6. Quality Drive from White Rock Road to International Drive **(slurry seal)**
7. Basie Way from Brubeck Drive to Brubeck Drive **(seal coat)**
8. Brubeck Drive from Reserve Drive to Basie Way **(seal coat)**
9. Dixieland Way from Basie Way to Basie Way **(seal coat)**
10. Mardi Gras Court from Basie Way to North-ending **(seal coat)**
11. Moonglow Drive from Reserve Drive to Basie Way **(seal coat)**
12. Ragtime Circle from Brubeck Drive to Brubeck Drive **(seal coat)**
13. Reserve Drive from Data Drive to International Drive **(slurry seal)**



The City requires the selected Bidder to meet the following minimum standards:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by surface treatment contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the streets and sidewalks.

Safety: All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall always wear O.S.H.A. approved safety vests during contract work.**

Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the Contract Manager, or their designee, and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the Contract Manager, or their designee. Hazards which create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

Equipment: Selected Contractor must furnish all tools, and equipment needed to provide a high level of workmanship, to ensure continuous and safe operation, and complete work in accordance with the current City and standard specifications. City may require demonstration of equipment during selection process of this RFB, as outlined in **Section 5, Bidder Experience and Operations Plan**.

2.3 COMMENCEMENT OF WORK

Bidders acknowledge that submittal of bid does not constitute any acceptance of work by the City. Additionally, the receipt of award of contract to any Bidder shall not constitute any authority to enter upon sites for work. Work shall commence only upon formal execution of a contract and work orders from the City.

The City seeks to make selection of a Contractor and execute a contract for the Rancho Cordova Surface Treatment Project by **December 19, 2022**. Bidders acknowledge that they are prepared to execute a contract and begin prosecuting work within this time. Any Bidder unable to meet this timeframe shall not be considered for award.

2.4 TERM OF AGREEMENT

Any Contract resulting from subject bid is expected to be completed by **June 30, 2023**.

Failure of the Contractor to diligently prosecute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate working force shall be considered as grounds for the termination of the contract.

The executed contract relating to this RFB may be terminated by the City, at its discretion, upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of

such termination, the Contractor shall be paid for all work successfully completed up to the effective date of such termination.

2.5 SUBCONTRACTORS

Bidders requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFB. Bidders further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

Any Bidder submitting bids for work that includes the use of subcontractors shall additionally submit a filled-out **Section 5.6, Designation of Subcontractors**.

2.6 ADDITIONAL SPECIAL PROVISIONS

Further special provisions guiding the execution of a contract for surface treatment are fully described in **Appendix C, Additional Special Provisions**. The additional special provisions as described in Appendix C include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Bidders' attention is directed to review of these Additional Special Provisions as they will be made part of the contract to be executed by the selected Contractor.

SECTION 3
BID SUBMITTAL CHECKLIST

Each submitted bid shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted bid that fails to include any of the following may be deemed inadequate by the City of Rancho Cordova and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each Item below, please include this sheet.

- ☒ Cost Certification Form (Section 4.1)
- ☒ Bid Schedule (Section 4.2)
- ☒ Contractor's License Certification (Section 5.1)
- ☒ Department of Industrial Relations Contractors Registration Form (Section 5.2)
- ☒ Experience and Qualifications (Section 5.4)
- ☒ Employee/Staff Experience & Qualifications (Section 5.5)
- ☒ Designation of Subcontractors (Section 5.6)
- ☒ Operations Plan (Section 5.7)
- ☒ Exceptions (Section 6.1)
- ☒ Guarantee Requirements (Section 6.2)
- ☒ Non-Collusion Affidavit (Section 6.3)
- ☒ Signature Certification Page (Section 6.4)

Rancho Cordova Surface Treatment Project
Request for BidsPage 10 of 41
City of Rancho Cordova**SECTION 4**
BID SCHEDULE**4.1 COST CERTIFICATION FORM (Required submittal form)**

The undersigned Authorized Signature certifies as follows:

All work for which this bid is submitted is for Rancho Cordova Surface Treatment Project in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and in accordance with all Federal, State & local regulations as detailed in this RFB.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the Bidder agrees if this bid is accepted, that he/she will contract with the City of Rancho Cordova, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the Bidder will take in full payment therefore the following amount to wit:

BID GRAND TOTAL \$ 943,771.75 / nine hundred forty three thousand seven hundred seventy one
(List total Bid Grand Total from Bid Schedule – bottom line) is seventy five cents

Company Name: American Pavement Systems, Inc.Primary Contact: Gregory B. Reed Title: PresidentBusiness Address: 1012 11th St., Ste 1000City, State, Zip: Modesto, Ca 95354Telephone No.: 209-522-2277 Fax No: 209-408-0427Email Address: greed@americanpavementsystems.comWebsite Address: www.americanpavement/systems.comAuthorized Signature: 

2. 4.2 BID SCHEDULE (Required submittal form)

ITEM	MAINTENANCE TYPE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Type I Slurry Seal (Seal Coat) Seal Coat	130,000 SF	\$ 0.30	\$ 39,000.00
2	Type II Slurry Seal (Black Rock)	1,420,000 SF	\$ 0.25	\$ 355,000.00
3	Pavement Surface Preparation	22 Lane Miles	\$ 5,140.00	\$ 113,080.00
4	Grind and Replace AC Repair (4")	15,000 SF	\$ 8.24	\$ 123,600.00
5	Grind and Replace AC Repair (6")	5,000 SF	\$ 9.27	\$ 46,350.00
6	Arterial Base Repair (5.5" AC/20.5" AB)	650 SF	\$ 34.00	\$ 22,100.00
7	Thermoplastic Striping Centerline: Detail 2	11,200 LF	\$ 1.06	\$ 11,872.00
8	Thermoplastic Striping Lane Line: Detail 9	8,300 LF	\$ 1.06	\$ 8,798.00
9	Thermoplastic Striping No-passing: Detail 22	1,950 LF	\$ 2.58	\$ 5,031.00
10	Thermoplastic Striping Left Edge Line: Detail 26	3,900 LF	\$ 0.26	\$ 1,014.00
11	Thermoplastic Striping Channelizing Line: Detail 38	4,540 LF	\$ 2.16	\$ 9,806.40
12	Thermoplastic Striping Left-turn Lane: Detail 31	6,050 LF	\$ 4.89	\$ 29,584.50 -RB-
13	Thermoplastic Striping Bike Lane Line: Detail 39	60,700 LF	\$ 1.50	\$ 91,050.00 -RD
14	Thermoplastic Striping Intersection Bike Lane Line: Detail 39A	3,450 LF	\$ 1.50	\$ 5,175.00
15	Thermoplastic Striping Lane Line Extension: Detail 40	190 LF	\$ 6.39	\$ 1,214.10
16	Thermoplastic Striping Lane Line Extension: Detail 42	270 LF	\$ 1.70	\$ 459.00
17	Thermoplastic Markings	7,250 SF	\$ 10.92	\$ 79,170.00
18	Blue Raised Pavement Markers	95	\$ 15.45	\$ 1,467.75
Grand Total:				\$ 943,771.75

All the above-referenced documents are herein attached to this Addendum #1 and are now made a part of the RFB documents released on November 4, 2022.

4.2 BID SCHEDULE (Required submittal form)

ITEM	MAINTENANCE TYPE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Type I Slurry Seal (Seal Coat)	130,000 SF	\$	\$
2	Type II Slurry Seal (Black Rock)	1,420,000 SF	\$	\$
3	Pavement Surface Preparation	22 Lane Miles	\$	\$
4	Grind and Replace AC Repair (4")	15,000 SF	\$	\$
5	Grind and Replace AC Repair (6")	5,000 SF	\$	\$
6	Arterial Base Repair (5.5" AC/20.5" AB)	650 SF	\$	\$
7	Thermoplastic Striping Centerline: Detail 7	11,200 LF	\$	\$
8	Thermoplastic Striping Lane Line: Detail 9	8,300 LF	\$	\$
9	Thermoplastic Striping No-passing: Detail 22	1,950 LF	\$	\$
10	Thermoplastic Striping Left Edge Line: Detail 26	3,900 LF	\$	\$
11	Thermoplastic Striping Channelizing Line: Detail 38	4,540 LF	\$	\$
12	Thermoplastic Striping Left-turn Lane: Detail 31	6,050 LF	\$	\$
13	Thermoplastic Striping Bike Lane Line: Detail 39	60,700 LF	\$	\$
14	Thermoplastic Striping Intersection Bike Lane Line: Detail 39A	3,450 LF	\$	\$
15	Thermoplastic Striping Lane Line Extension: Detail 40	190 LF	\$	\$
16	Thermoplastic Striping Lane Line Extension: Detail 42	270 LF	\$	\$
17	Thermoplastic Markings	7,250 SF	\$	\$
18	Blue Raised Pavement Markers	95	\$	\$
Grand Total:				\$

Mobilization shall be included in the prices paid for the various Contract items of work, and no separate payment will be made.

SECTION 5**CONTRACTOR'S LICENSE, EXPERIENCE AND QUALIFICATIONS, AND OPERATIONS PLAN****5.1 CONTRACTOR'S LICENSE CERTIFICATION**

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

The Bidder shall provide in writing to the City their Contractor's license number, name on the license, classification, and expiration date of the license with their bid.

The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the California Contractors' State License Board indicate that the Contractor was properly licensed at the time the bid was submitted and the license has remained in valid and good standing after award of the contract. Any Bidder or Contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the Bidder to maintain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the Bidder.

CERTIFICATION

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

Contractor's License No. 943792Expiration Date: 02/29/2024Contractor's Classification: AAmerican Pavement Systems, Inc.
Contractor's Name (Printed)11/29/2022
Date[Signature]
Bidder's Signature
(Same signature as on Bid)Gregory B. Reed
Bidder's Name (Printed)President
Bidder's Title

Rancho Cordova Surface Treatment Project
Request for BidsPage 13 of 41
City of Rancho Cordova**5.2 DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTORS REGISTRATION FORM**

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a Contractor shall register as a Contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a Contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

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

No bid submitted to the City shall be invalidated by the failure of the Bidder to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. Any Bidder or Contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the Bidder to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the Bidder.

CERTIFICATION

In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following Contractor's registration information is true and correct.

Contractor's Registration No. 1000000207Expiration Date: 6/30/2025American Pavement Systems, Inc.
Contractor's Name (Printed)[Signature]
Bidder's Signature
(Same signature as on Bid)11/29/2022
DateGregory B. Reed
Bidder's Name (Printed)President
Bidder's Title

5.3 BIDDER EXPERIENCE AND OPERATIONS PLAN OVERVIEW

Each Contractor submitting a bid shall clearly detail, on the forms provided in this Section 5, each of the following:

Experience and Qualifications: Bidder shall detail their firms experience as necessary to demonstrate satisfactory compliance with the minimum qualification requirements as listed in **Section 1.4**. Additionally, firm experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.4**.

Employee/Staff Experience and Qualifications: Bidder shall list the names and experience/qualifications of any employees who would be responsible for undertaking the items should a contract be provided. Employee experience and qualifications will be used by the City as a basis for evaluation when determining responsible Bidder, as further detailed in **Section 5.5**.

Operations Plan: Bidder shall detail an inventory of equipment, location of any equipment and materials storage facilities, and customer service processes and call center location (if applicable). The Operations Plan Details submitted will be used by the City as a basis for evaluation when determining responsible Bidders, as further detailed in **Section 5.7**.

Rancho Cordova Surface Treatment Project
Request for BidsPage 15 of 41
City of Rancho Cordova**5.4 EXPERIENCE AND QUALIFICATIONS** *(Required submittal form)*Contractor's License Class A and License Number 943792

The Bidder has been engaged in the contracting business, under the present business name for 12 years. Experience in work of a nature similar to that covered in the bid extends over a period of 12 years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

Please provide written explanation on a separate sheet(s).

The following contracts related to the proposed surface treatment services are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name and person of reference for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
		See	Attachment	

5.5 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
Mike Mandini	VP	7	22	
Ryan Baugh	Sr. PM	7	23	
Gilbert Duarte	Superintendent	7	29	
Martin Silva	Superintendent	7	27	
Rigo Duarte	Superintendent	7	10	

Use additional sheets of paper as necessary for additional references or employees.



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7.5	7.6	7.7	7.8	7.9	8.0	8.1	8.2	8.3	8.4	8.5	8.6	8.7	8.8	8.9	9.0	9.1	9.2	9.3	9.4	9.5	9.6	9.7	9.8	9.9	10.0	10.1	10.2	10.3	10.4	10.5	10.6	10.7	10.8	10.9	11.0	11.1	11.2	11.3	11.4	11.5	11.6	11.7	11.8	11.9	12.0	12.1	12.2	12.3	12.4	12.5	12.6	12.7	12.8	12.9	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9	14.0	14.1	14.2	14.3	14.4	14.5	14.6	14.7	14.8	14.9	15.0	15.1	15.2	15.3	15.4	15.5	15.6	15.7	15.8	15.9	16.0	16.1	16.2	16.3	16.4	16.5	16.6	16.7	16.8	16.9	17.0	17.1	17.2	17.3	17.4	17.5	17.6	17.7	17.8	17.9	18.0	18.1	18.2	18.3	18.4	18.5	18.6	18.7	18.8	18.9	19.0	19.1	19.2	19.3	19.4	19.5	19.6	19.7	19.8	19.9	20.0	20.1	20.2	20.3	20.4	20.5	20.6	20.7	20.8	20.9	21.0	21.1	21.2	21.3	21.4	21.5	21.6	21.7	21.8	21.9	22.0	22.1	22.2	22.3	22.4	22.5	22.6	22.7	22.8	22.9	23.0	23.1	23.2	23.3	23.4	23.5	23.6	23.7	23.8	23.9	24.0	24.1	24.2	24.3	24.4	24.5	24.6	24.7	24.8	24.9	25.0	25.1	25.2	25.3	25.4	25.5	25.6	25.7	25.8	25.9	26.0	26.1	26.2	26.3	26.4	26.5	26.6	26.7	26.8	26.9	27.0	27.1	27.2	27.3	27.4	27.5	27.6	27.7	27.8	27.9	28.0	28.1	28.2	28.3	28.4	28.5	28.6	28.7	28.8	28.9	29.0	29.1	29.2	29.3	29.4	29.5	29.6	29.7	29.8	29.9	30.0	30.1	30.2	30.3	30.4	30.5	30.6	30.7	30.8	30.9	31.0	31.1	31.2	31.3	31.4	31.5	31.6	31.7	31.8	31.9	32.0	32.1	32.2	32.3	32.4	32.5	32.6	32.7	32.8	32.9	33.0	33.1	33.2	33.3	33.4	33.5	33.6	33.7	33.8	33.9	34.0	34.1	34.2	34.3	34.4	34.5	34.6	34.7	34.8	34.9	35.0	35.1	35.2	35.3	35.4	35.5	35.6	35.7	35.8	35.9	36.0	36.1	36.2	36.3	36.4	36.5	36.6	36.7	36.8	36.9	37.0	37.1	37.2	37.3	37.4	37.5	37.6	37.7	37.8	37.9	38.0	38.1	38.2	38.3	38.4	38.5	38.6	38.7	38.8	38.9	39.0	39.1	39.2	39.3	39.4	39.5	39.6	39.7	39.8	39.9	40.0	40.1	40.2	40.3	40.4	40.5	40.6	40.7	40.8	40.9	41.0	41.1	41.2	41.3	41.4	41.5	41.6	41.7	41.8	41.9	42.0	42.1	42.2	42.3	42.4	42.5	42.6	42.7	42.8	42.9	43.0	43.1	43.2	43.3	43.4	43.5	43.6	43.7	43.8	43.9	44.0	44.1	44.2	44.3	44.4	44.5	44.6	44.7	44.8	44.9	45.0	45.1	45.2	45.3	45.4	45.5	45.6	45.7	45.8	45.9	46.0	46.1	46.2	46.3	46.4	46.5	46.6	46.7	46.8	46.9	47.0	47.1	47.2	47.3	47.4	47.5	47.6	47.7	47.8	47.9	48.0	48.1	48.2	48.3	48.4	48.5	48.6	48.7	48.8	48.9	49.0	49.1	49.2	49.3	49.4	49.5	49.6	49.7	49.8	49.9	50.0	50.1	50.2	50.3	50.4	50.5	50.6	50.7	50.8	50.9	51.0	51.1	51.2	51.3	51.4	51.5	51.6	51.7	51.8	51.9	52.0	52.1	52.2	52.3	52.4	52.5	52.6	52.7	52.8	52.9	53.0	53.1	53.2	53.3	53.4	53.5	53.6	53.7	53.8	53.9	54.0	54.1	54.2	54.3	54.4	54.5	54.6	54.7	54.8	54.9	55.0	55.1	55.2	55.3	55.4	55.5	55.6	55.7	55.8	55.9	56.0	56.1	56.2	56.3	56.4	56.5	56.6	56.7	56.8	56.9	57.0	57.1	57.2	57.3	57.4	57.5	57.6	57.7	57.8	57.9	58.0	58.1	58.2	58.3	58.4	58.5	58.6	58.7	58.8	58.9	59.0	59.1	59.2	59.3	59.4	59.5	59.6	59.7	59.8	59.9	60.0	60.1	60.2	60.3	60.4	60.5	60.6	60.7	60.8	60.9	61.0	61.1	61.2	61.3	61.4	61.5	61.6	61.7	61.8	61.9	62.0	62.1	62.2	62.3	62.4	62.5	62.6	62.7	62.8	62.9	63.0	63.1	63.2	63.3	63.4	63.5	63.6	63.7	63.8	63.9	64.0	64.1	64.2	64.3	64.4	64.5	64.6	64.7	64.8	64.9	65.0	65.1	65.2	65.3	65.4	65.5	65.6	65.7	65.8	65.9	66.0	66.1	66.2	66.3	66.4	66.5	66.6	66.7	66.8	66.9	67.0	67.1	67.2	67.3	67.4	67.5	67.6	67.7	67.8	67.9	68.0	68.1	68.2	68.3	68.4	68.5	68.6	68.7	68.8	68.9	69.0	69.1	69.2	69.3	69.4	69.5	69.6	69.7	69.8	69.9	70.0	70.1	70.2	70.3	70.4	70.5	70.6	70.7	70.8	70.9	71.0	71.1	71.2	71.3	71.4	71.5	71.6	71.7	71.8	71.9	72.0	72.1	72.2	72.3	72.4	72.5	72.6	72.7	72.8	72.9	73.0	73.1	73.2	73.3	73.4	73.5	73.6	73.7	73.8	73.9	74.0	74.1	74.2	74.3	74.4	74.5	74.6	74.7	74.8	74.9	75.0	75.1	75.2	75.3	75.4	75.5	75.6	75.7	75.8	75.9	76.0	76.1	76.2	76.3	76.4	76.5	76.6	76.7	76.8	76.9	77.0	77.1	77.2	77.3	77.4	77.5	77.6	77.7	77.8	77.9	78.0	78.1	78.2	78.3	78.4	78.5	78.6	78.7	78.8	78.9	79.0	79.1	79.2	79.3	79.4	79.5	79.6	79.7	79.8	79.9	80.0	80.1	80.2	80.3	80.4	80.5	80.6	80.7	80.8	80.9	81.0	81.1	81.2	81.3	81.4	81.5	81.6	81.7	81.8	81.9	82.0	82.1	82.2	82.3	82.4	82.5	82.6	82.7	82.8	82.9	83.0	83.1	83.2	83.3	83.4	83.5	83.6	83.7	83.8	83.9	84.0	84.1	84.2	84.3	84.4	84.5	84.6	84.7	84.8	84.9	85.0	85.1	85.2	85.3	85.4	85.5	85.6	85.7	85.8	85.9	86.0	86.1	86.2	86.3	86.4	86.5	86.6	86.7	86.8	86.9	87.0	87.1	87.2	87.3	87.4	87.5	87.6	87.7	87.8	87.9	88.0	88.1	88.2	88.3	88.4	88.5	88.6	88.7	88.8	88.9	89.0	89.1	89.2	89.3	89.4	89.5	89.6	89.7	89.8	89.9	90.0	90.1	90.2	90.3	90.4	90.5	90.6	90.7	90.8	90.9	91.0	91.1	91.2	91.3	91.4	91.5	91.6	91.7	91.8	91.9	92.0	92.1	92.2	92.3	92.4	92.5	92.6	92.7	92.8	92.9	93.0	93.1	93.2	93.3	93.4	93.5	93.6	93.7	93.8	93.9	94.0	94.1	94.2	94.3	94.4	94.5	94.6	94.7	94.8	94.9	95.0	95.1	95.2	95.3	95.4	95.5	95.6	95.7	95.8	95.9	96.0	96.1	96.2	96.3	96.4	96.5	96.6	96.7	96.8	96.9	97.0	97.1	97.2	97.3	97.4	97.5	97.6	97.7	97.8	97.9	98.0	98.1	98.2	98.3	98.4	98.5	98.6	98.7	98.8	98.9	99.0	99.1	99.2	99.3	99.4	99.5	99.6	99.7	99.8	99.9	100.0
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ITEM 16.2.

American Pavement Systems

Experience List

Sections 5.1, 5.2, 6.1, 6.2, 6.3, and 7

7.0	7.1	7.2	7.3	7.4	7.5	7.6	7.7	7.8	7.9	8.0	8.1	8.2	8.3	8.4	8.5	8.6	8.7	8.8	8.9	9.0	9.1	9.2	9.3	9.4	9.5	9.6	9.7	9.8	9.9	10.0	10.1	10.2	10.3	10.4	10.5	10.6	10.7	10.8	10.9	11.0	11.1	11.2	11.3	11.4	11.5	11.6	11.7	11.8	11.9	12.0	12.1	12.2	12.3	12.4	12.5	12.6	12.7	12.8	12.9	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9	14.0	14.1	14.2	14.3	14.4	14.5	14.6	14.7	14.8	14.9	15.0	15.1	15.2	15.3	15.4	15.5	15.6	15.7	15.8	15.9	16.0	16.1	16.2	16.3	16.4	16.5	16.6	16.7	16.8	16.9	17.0	17.1	17.2	17.3	17.4	17.5	17.6	17.7	17.8	17.9	18.0	18.1	18.2	18.3	18.4	18.5	18.6	18.7	18.8	18.9	19.0	19.1	19.2	19.3	19.4	19.5	19.6	19.7	19.8	19.9	20.0	20.1	20.2	20.3	20.4	20.5	20.6	20.7	20.8	20.9	21.0	21.1	21.2	21.3	21.4	21.5	21.6	21.7	21.8	21.9	22.0	22.1	22.2	22.3	22.4	22.5	22.6	22.7	22.8	22.9	23.0	23.1	23.2	23.3	23.4	23.5	23.6	23.7	23.8	23.9	24.0	24.1	24.2	24.3	24.4	24.5	24.6	24.7	24.8	24.9	25.0	25.1	25.2	25.3	25.4	25.5	25.6	25.7	25.8	25.9	26.0	26.1	26.2	26.3	26.4	26.5	26.6	26.7	26.8	26.9	27.0	27.1	27.2	27.3	27.4	27.5	27.6	27.7	27.8	27.9	28.0	28.1	28.2	28.3	28.4	28.5	28.6	28.7	28.8	28.9	29.0	29.1	29.2	29.3	29.4	29.5	29.6	29.7	29.8	29.9	30.0	30.1	30.2	30.3	30.4	30.5	30.6	30.7	30.8	30.9	31.0	31.1	31.2	31.3	31.4	31.5	31.6	31.7	31.8	31.9	32.0	32.1	32.2	32.3	32.4	32.5	32.6	32.7	32.8	32.9	33.0	33.1	33.2	33.3	33.4	33.5	33.6	33.7	33.8	33.9	34.0	34.1	34.2	34.3	34.4	34.5	34.6	34.7	34.8	34.9	35.0	35.1	35.2	35.3	35.4	35.5	35.6	35.7	35.8	35.9	36.0	36.1	36.2	36.3	36.4	36.5	36.6	36.7	36.8	36.9	37.0	37.1	37.2	37.3	37.4	37.5	37.6	37.7	37.8	37.9	38.0	38.1	38.2	38.3	38.4	38.5	38.6	38.7	38.8	38.9	39.0	39.1	39.2	39.3	39.4	39.5	39.6	39.7	39.8	39.9	40.0	40.1	40.2	40.3	40.4	40.5	40.6	40.7	40.8	40.9	41.0	41.1	41.2	41.3	41.4	41.5	41.6	41.7	41.8	41.9	42.0	42.1	42.2	42.3	42.4	42.5	42.6	42.7	42.8	42.9	43.0	43.1	43.2	43.3	43.4	43.5	43.6	43.7	43.8	43.9	44.0	44.1	44.2	44.3	44.4	44.5	44.6	44.7	44.8	44.9	45.0	45.1	45.2	45.3	45.4	45.5	45.6	45.7	45.8	45.9	46.0	46.1	46.2	46.3	46.4	46.5	46.6	46.7	46.8	46.9	47.0	47.1	47.2	47.3	47.4	47.5	47.6	47.7	47.8	47.9	48.0	48.1	48.2	48.3	48.4	48.5	48.6	48.7	48.8	48.9	49.0	49.1	49.2	49.3	49.4	49.5	49.6	49.7	49.8	49.9	50.0	50.1	50.2	50.3	50.4	50.5	50.6	50.7	50.8	50.9	51.0	51.1	51.2	51.3	51.4	51.5	51.6	51.7	51.8	51.9	52.0	52.1	52.2	52.3	52.4	52.5	52.6	52.7	52.8	52.9	53.0	53.1	53.2	53.3	53.4	53.5	53.6	53.7	53.8	53.9	54.0	54.1	54.2	54.3	54.4	54.5	54.6	54.7	54.8	54.9	55.0	55.1	55.2	55.3	55.4	55.5	55.6	55.7	55.8	55.9	56.0	56.1	56.2	56.3	56.4	56.5	56.6	56.7	56.8	56.9	57.0	57.1	57.2	57.3	57.4	57.5	57.6	57.7	57.8	57.9	58.0	58.1	58.2	58.3	58.4	58.5	58.6	58.7	58.8	58.9	59.0	59.1	59.2	59.3	59.4	59.5	59.6	59.7	59.8	59.9	60.0	60.1	60.2	60.3	60.4	60.5	60.6	60.7	60.8	60.9	61.0	61.1	61.2	61.3	61.4	61.5	61.6	61.7	61.8	61.9	62.0	62.1	62.2	62.3	62.4	62.5	62.6	62.7	62.8	62.9	63.0	63.1	63.2	63.3	63.4	63.5	63.6	63.7	63.8	63.9	64.0	64.1	64.2	64.3	64.4	64.5	64.6	64.7	64.8	64.9	65.0	65.1	65.2	65.3	65.4	65.5	65.6	65.7	65.8	65.9	66.0	66.1	66.2	66.3	66.4	66.5	66.6	66.7	66.8	66.9	67.0	67.1	67.2	67.3	67.4	67.5	67.6	67.7	67.8	67.9	68.0	68.1	68.2	68.3	68.4	68.5	68.6	68.7	68.8	68.9	69.0	69.1	69.2	69.3	69.4	69.5	69.6	69.7	69.8	69.9	70.0	70.1	70.2	70.3	70.4	70.5	70.6	70.7	70.8	70.9	71.0	71.1	71.2	71.3	71.4	71.5	71.6	71.7	71.8	71.9	72.0	72.1	72.2	72.3	72.4	72.5	72.6	72.7	72.8	72.9	73.0	73.1	73.2	73.3	73.4	73.5	73.6	73.7	73.8	73.9	74.0	74.1	74.2	74.3	74.4	74.5	74.6	74.7	74.8	74.9	75.0	75.1	75.2	75.3	75.4	75.5	75.6	75.7	75.8	75.9	76.0	76.1	76.2	76.3	76.4	76.5	76.6	76.7	76.8	76.9	77.0	77.1	77.2	77.3	77.4	77.5	77.6	77.7	77.8	77.9	78.0	78.1	78.2	78.3	78.4	78.5	78.6	78.7	78.8	78.9	79.0	79.1	79.2	79.3	79.4	79.5	79.6	79.7	79.8	79.9	80.0	80.1	80.2	80.3	80.4	80.5	80.6	80.7	80.8	80.9	81.0	81.1	81.2	81.3	81.4	81.5	81.6	81.7	81.8	81.9	82.0	82.1	82.2	82.3	82.4	82.5	82.6	82.7	82.8	82.9	83.0	83.1	83.2	83.3	83.4	83.5	83.6	83.7	83.8	83.9	84.0	84.1	84.2	84.3	84.4	84.5	84.6	84.7	84.8	84.9	85.0	85.1	85.2	85.3	85.4	85.5	85.6	85.7	85.8	85.9	86.0	86.1	86.2	86.3	86.4	86.5	86.6	86.7	86.8	86.9	87.0	87.1	87.2	87.3	87.4	87.5	87.6	87.7	87.8	87.9	88.0	88.1	88.2	88.3	88.4	88.5	88.6	88.7	88.8	88.9	89.0	89.1	89.2	89.3	89.4	89.5	89.6	89.7	89.8	89.9	90.0	90.1	90.2	90.3	90.4	90.5	90.6	90.7	90.8	90.9	91.0	91.1	91.2	91.3	91.4	91.5	91.6	91.7	91.8	91.9	92.0	92.1	92.2	92.3	92.4	92.5	92.6	92.7	92.8	92.9	93.0	93.1	93.2	93.3	93.4	93.5	93.6	93.7	93.8	93.9	94.0	94.1	94.2	94.3	94.4	94.5	94.6	94.7	94.8	94.9	95.0	95.1	95.2	95.3	95.4	95.5	95.6	95.7	95.8	95.9	96.0	96.1	96.2	96.3	96.4	96.5	96.6	96.7	96.8	96.9	97.0	97.1	97.2	97.3	97.4	97.5	97.6	97.7	97.8	97.9	98.0	98.1	98.2	98.3	98.4	98.5	98.6	98.7	98.8	98.9	99.0	99.1	99.2	99.3	99.4	99.5	99.6	99.7	99.8	99.9	100.0
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ITEM 16.2.

American Pavement Systems

Experience List

Sections 5.1, 5.2, 6.1, 6.2, 6.3, and 7



	7.3	7.1	7.2	7.0	7.10	7.8	7.4, 7.5, 7.0	7.6	7.0	7.0	7.19	7.14, 7.15	7.11	7.13	7.10	7.7	7.7	7.7	
	Agency	Project Name	Location	EBL	Value	Type	Agency Contact	Agency Phone	Agency Street Address	City, State, Zip	Time Designation (Quarter)	Imp. Status (Related Measure)	Original Scheduled Completion Date	Completion	Percent Complete	Nature and Readiness of any Claim, Litigation and/or Arbitration between Bidder and Owner	Prime Contractor	Contract / Position	Phone
18.30	Administrative	1830 1st St. San Francisco	San Francisco, CA	18301370	1,144,141.00	Water-Steel			1830 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.31	City of San Francisco	1831 1st St. San Francisco	San Francisco, CA	18311370	1,144,141.00	Water-Steel			1831 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.32	City of San Francisco	1832 1st St. San Francisco	San Francisco, CA	18321370	1,144,141.00	Water-Steel			1832 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.33	City of San Francisco	1833 1st St. San Francisco	San Francisco, CA	18331370	1,144,141.00	Water-Steel			1833 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.34	City of San Francisco	1834 1st St. San Francisco	San Francisco, CA	18341370	1,144,141.00	Water-Steel			1834 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.35	City of San Francisco	1835 1st St. San Francisco	San Francisco, CA	18351370	1,144,141.00	Water-Steel			1835 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.36	City of San Francisco	1836 1st St. San Francisco	San Francisco, CA	18361370	1,144,141.00	Water-Steel			1836 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.37	City of San Francisco	1837 1st St. San Francisco	San Francisco, CA	18371370	1,144,141.00	Water-Steel			1837 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.38	City of San Francisco	1838 1st St. San Francisco	San Francisco, CA	18381370	1,144,141.00	Water-Steel			1838 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.39	City of San Francisco	1839 1st St. San Francisco	San Francisco, CA	18391370	1,144,141.00	Water-Steel			1839 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.40	City of San Francisco	1840 1st St. San Francisco	San Francisco, CA	18401370	1,144,141.00	Water-Steel			1840 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.41	City of San Francisco	1841 1st St. San Francisco	San Francisco, CA	18411370	1,144,141.00	Water-Steel			1841 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.42	City of San Francisco	1842 1st St. San Francisco	San Francisco, CA	18421370	1,144,141.00	Water-Steel			1842 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.43	City of San Francisco	1843 1st St. San Francisco	San Francisco, CA	18431370	1,144,141.00	Water-Steel			1843 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.44	City of San Francisco	1844 1st St. San Francisco	San Francisco, CA	18441370	1,144,141.00	Water-Steel			1844 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.45	City of San Francisco	1845 1st St. San Francisco	San Francisco, CA	18451370	1,144,141.00	Water-Steel			1845 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.46	City of San Francisco	1846 1st St. San Francisco	San Francisco, CA	18461370	1,144,141.00	Water-Steel			1846 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.47	City of San Francisco	1847 1st St. San Francisco	San Francisco, CA	18471370	1,144,141.00	Water-Steel			1847 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.48	City of San Francisco	1848 1st St. San Francisco	San Francisco, CA	18481370	1,144,141.00	Water-Steel			1848 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.49	City of San Francisco	1849 1st St. San Francisco	San Francisco, CA	18491370	1,144,141.00	Water-Steel			1849 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.50	City of San Francisco	1850 1st St. San Francisco	San Francisco, CA	18501370	1,144,141.00	Water-Steel			1850 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.51	City of San Francisco	1851 1st St. San Francisco	San Francisco, CA	18511370	1,144,141.00	Water-Steel			1851 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.52	City of San Francisco	1852 1st St. San Francisco	San Francisco, CA	18521370	1,144,141.00	Water-Steel			1852 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.53	City of San Francisco	1853 1st St. San Francisco	San Francisco, CA	18531370	1,144,141.00	Water-Steel			1853 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.54	City of San Francisco	1854 1st St. San Francisco	San Francisco, CA	18541370	1,144,141.00	Water-Steel			1854 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.55	City of San Francisco	1855 1st St. San Francisco	San Francisco, CA	18551370	1,144,141.00	Water-Steel			1855 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.56	City of San Francisco	1856 1st St. San Francisco	San Francisco, CA	18561370	1,144,141.00	Water-Steel			1856 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.57	City of San Francisco	1857 1st St. San Francisco	San Francisco, CA	18571370	1,144,141.00	Water-Steel			1857 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.58	City of San Francisco	1858 1st St. San Francisco	San Francisco, CA	18581370	1,144,141.00	Water-Steel			1858 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.59	City of San Francisco	1859 1st St. San Francisco	San Francisco, CA	18591370	1,144,141.00	Water-Steel			1859 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.60	City of San Francisco	1860 1st St. San Francisco	San Francisco, CA	18601370	1,144,141.00	Water-Steel			1860 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.61	City of San Francisco	1861 1st St. San Francisco	San Francisco, CA	18611370	1,144,141.00	Water-Steel			1861 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.62	City of San Francisco	1862 1st St. San Francisco	San Francisco, CA	18621370	1,144,141.00	Water-Steel			1862 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.63	City of San Francisco	1863 1st St. San Francisco	San Francisco, CA	18631370	1,144,141.00	Water-Steel			1863 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.64	City of San Francisco	1864 1st St. San Francisco	San Francisco, CA	18641370	1,144,141.00	Water-Steel			1864 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.65	City of San Francisco	1865 1st St. San Francisco	San Francisco, CA	18651370	1,144,141.00	Water-Steel			1865 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.66	City of San Francisco	1866 1st St. San Francisco	San Francisco, CA	18661370	1,144,141.00	Water-Steel			1866 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.67	City of San Francisco	1867 1st St. San Francisco	San Francisco, CA	18671370	1,144,141.00	Water-Steel			1867 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.68	City of San Francisco	1868 1st St. San Francisco	San Francisco, CA	18681370	1,144,141.00	Water-Steel			1868 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.69	City of San Francisco	1869 1st St. San Francisco	San Francisco, CA	18691370	1,144,141.00	Water-Steel			1869 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.70	City of San Francisco	1870 1st St. San Francisco	San Francisco, CA	18701370	1,144,141.00	Water-Steel			1870 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.71	City of San Francisco	1871 1st St. San Francisco	San Francisco, CA	18711370	1,144,141.00	Water-Steel			1871 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.72	City of San Francisco	1872 1st St. San Francisco	San Francisco, CA	18721370	1,144,141.00	Water-Steel			1872 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.73	City of San Francisco	1873 1st St. San Francisco	San Francisco, CA	18731370	1,144,141.00	Water-Steel			1873 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.74	City of San Francisco	1874 1st St. San Francisco	San Francisco, CA	18741370	1,144,141.00	Water-Steel			1874 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.75	City of San Francisco	1875 1st St. San Francisco	San Francisco, CA	18751370	1,144,141.00	Water-Steel			1875 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.76	City of San Francisco	1876 1st St. San Francisco	San Francisco, CA	18761370	1,144,141.00	Water-Steel			1876 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.77	City of San Francisco	1877 1st St. San Francisco	San Francisco, CA	18771370	1,144,141.00	Water-Steel			1877 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.78	City of San Francisco	1878 1st St. San Francisco	San Francisco, CA	18781370	1,144,141.00	Water-Steel			1878 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.79	City of San Francisco	1879 1st St. San Francisco	San Francisco, CA	18791370	1,144,141.00	Water-Steel			1879 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.80	City of San Francisco	1880 1st St. San Francisco	San Francisco, CA	18801370	1,144,141.00	Water-Steel			1880 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.81	City of San Francisco	1881 1st St. San Francisco	San Francisco, CA	18811370	1,144,141.00	Water-Steel			1881 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.82	City of San Francisco	1882 1st St. San Francisco	San Francisco, CA	18821370	1,144,141.00	Water-Steel			1882 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.83	City of San Francisco	1883 1st St. San Francisco	San Francisco, CA	18831370	1,144,141.00	Water-Steel			1883 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.84	City of San Francisco	1884 1st St. San Francisco	San Francisco, CA	18841370	1,144,141.00	Water-Steel			1884 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.85	City of San Francisco	1885 1st St. San Francisco	San Francisco, CA	18851370	1,144,141.00	Water-Steel			1885 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.86	City of San Francisco	1886 1st St. San Francisco	San Francisco, CA	18861370	1,144,141.00	Water-Steel			1886 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.87	City of San Francisco	1887 1st St. San Francisco	San Francisco, CA	18871370	1,144,141.00	Water-Steel			1887 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.88	City of San Francisco	1888 1st St. San Francisco	San Francisco, CA	18881370	1,144,141.00	Water-Steel			1888 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.89	City of San Francisco	1889 1st St. San Francisco	San Francisco, CA	18891370	1,144,141.00	Water-Steel			1889 1st St.	San Francisco, CA 94107			2017	2017	100.00%	None	Vanessa Contreras	Senior Project Manager	415 520-4211
18.90	City of San Francisco	1890 1st St. San Francisco	San Francisco, CA	18901370	1,144,141.00	Water-Steel			1890 1st St.										

ITEM 16.2.



American Pavement Systems

Experience List

Sections 5.1, 5.2, 6.1, 6.2, 6.3, and 7

7.0	7.1	7.2	7.3	7.4	7.5	7.6	7.7	7.8	7.9	8.0	8.1	8.2	8.3	8.4	8.5	8.6	8.7	8.8	8.9	9.0	9.1	9.2	9.3	9.4	9.5	9.6	9.7	9.8	9.9	10.0	10.1	10.2	10.3	10.4	10.5	10.6	10.7	10.8	10.9	11.0	11.1	11.2	11.3	11.4	11.5	11.6	11.7	11.8	11.9	12.0	12.1	12.2	12.3	12.4	12.5	12.6	12.7	12.8	12.9	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9	14.0	14.1	14.2	14.3	14.4	14.5	14.6	14.7	14.8	14.9	15.0	15.1	15.2	15.3	15.4	15.5	15.6	15.7	15.8	15.9	16.0	16.1	16.2	16.3	16.4	16.5	16.6	16.7	16.8	16.9	17.0	17.1	17.2	17.3	17.4	17.5	17.6	17.7	17.8	17.9	18.0	18.1	18.2	18.3	18.4	18.5	18.6	18.7	18.8	18.9	19.0	19.1	19.2	19.3	19.4	19.5	19.6	19.7	19.8	19.9	20.0	20.1	20.2	20.3	20.4	20.5	20.6	20.7	20.8	20.9	21.0	21.1	21.2	21.3	21.4	21.5	21.6	21.7	21.8	21.9	22.0	22.1	22.2	22.3	22.4	22.5	22.6	22.7	22.8	22.9	23.0	23.1	23.2	23.3	23.4	23.5	23.6	23.7	23.8	23.9	24.0	24.1	24.2	24.3	24.4	24.5	24.6	24.7	24.8	24.9	25.0	25.1	25.2	25.3	25.4	25.5	25.6	25.7	25.8	25.9	26.0	26.1	26.2	26.3	26.4	26.5	26.6	26.7	26.8	26.9	27.0	27.1	27.2	27.3	27.4	27.5	27.6	27.7	27.8	27.9	28.0	28.1	28.2	28.3	28.4	28.5	28.6	28.7	28.8	28.9	29.0	29.1	29.2	29.3	29.4	29.5	29.6	29.7	29.8	29.9	30.0	30.1	30.2	30.3	30.4	30.5	30.6	30.7	30.8	30.9	31.0	31.1	31.2	31.3	31.4	31.5	31.6	31.7	31.8	31.9	32.0	32.1	32.2	32.3	32.4	32.5	32.6	32.7	32.8	32.9	33.0	33.1	33.2	33.3	33.4	33.5	33.6	33.7	33.8	33.9	34.0	34.1	34.2	34.3	34.4	34.5	34.6	34.7	34.8	34.9	35.0	35.1	35.2	35.3	35.4	35.5	35.6	35.7	35.8	35.9	36.0	36.1	36.2	36.3	36.4	36.5	36.6	36.7	36.8	36.9	37.0	37.1	37.2	37.3	37.4	37.5	37.6	37.7	37.8	37.9	38.0	38.1	38.2	38.3	38.4	38.5	38.6	38.7	38.8	38.9	39.0	39.1	39.2	39.3	39.4	39.5	39.6	39.7	39.8	39.9	40.0	40.1	40.2	40.3	40.4	40.5	40.6	40.7	40.8	40.9	41.0	41.1	41.2	41.3	41.4	41.5	41.6	41.7	41.8	41.9	42.0	42.1	42.2	42.3	42.4	42.5	42.6	42.7	42.8	42.9	43.0	43.1	43.2	43.3	43.4	43.5	43.6	43.7	43.8	43.9	44.0	44.1	44.2	44.3	44.4	44.5	44.6	44.7	44.8	44.9	45.0	45.1	45.2	45.3	45.4	45.5	45.6	45.7	45.8	45.9	46.0	46.1	46.2	46.3	46.4	46.5	46.6	46.7	46.8	46.9	47.0	47.1	47.2	47.3	47.4	47.5	47.6	47.7	47.8	47.9	48.0	48.1	48.2	48.3	48.4	48.5	48.6	48.7	48.8	48.9	49.0	49.1	49.2	49.3	49.4	49.5	49.6	49.7	49.8	49.9	50.0	50.1	50.2	50.3	50.4	50.5	50.6	50.7	50.8	50.9	51.0	51.1	51.2	51.3	51.4	51.5	51.6	51.7	51.8	51.9	52.0	52.1	52.2	52.3	52.4	52.5	52.6	52.7	52.8	52.9	53.0	53.1	53.2	53.3	53.4	53.5	53.6	53.7	53.8	53.9	54.0	54.1	54.2	54.3	54.4	54.5	54.6	54.7	54.8	54.9	55.0	55.1	55.2	55.3	55.4	55.5	55.6	55.7	55.8	55.9	56.0	56.1	56.2	56.3	56.4	56.5	56.6	56.7	56.8	56.9	57.0	57.1	57.2	57.3	57.4	57.5	57.6	57.7	57.8	57.9	58.0	58.1	58.2	58.3	58.4	58.5	58.6	58.7	58.8	58.9	59.0	59.1	59.2	59.3	59.4	59.5	59.6	59.7	59.8	59.9	60.0	60.1	60.2	60.3	60.4	60.5	60.6	60.7	60.8	60.9	61.0	61.1	61.2	61.3	61.4	61.5	61.6	61.7	61.8	61.9	62.0	62.1	62.2	62.3	62.4	62.5	62.6	62.7	62.8	62.9	63.0	63.1	63.2	63.3	63.4	63.5	63.6	63.7	63.8	63.9	64.0	64.1	64.2	64.3	64.4	64.5	64.6	64.7	64.8	64.9	65.0	65.1	65.2	65.3	65.4	65.5	65.6	65.7	65.8	65.9	66.0	66.1	66.2	66.3	66.4	66.5	66.6	66.7	66.8	66.9	67.0	67.1	67.2	67.3	67.4	67.5	67.6	67.7	67.8	67.9	68.0	68.1	68.2	68.3	68.4	68.5	68.6	68.7	68.8	68.9	69.0	69.1	69.2	69.3	69.4	69.5	69.6	69.7	69.8	69.9	70.0	70.1	70.2	70.3	70.4	70.5	70.6	70.7	70.8	70.9	71.0	71.1	71.2	71.3	71.4	71.5	71.6	71.7	71.8	71.9	72.0	72.1	72.2	72.3	72.4	72.5	72.6	72.7	72.8	72.9	73.0	73.1	73.2	73.3	73.4	73.5	73.6	73.7	73.8	73.9	74.0	74.1	74.2	74.3	74.4	74.5	74.6	74.7	74.8	74.9	75.0	75.1	75.2	75.3	75.4	75.5	75.6	75.7	75.8	75.9	76.0	76.1	76.2	76.3	76.4	76.5	76.6	76.7	76.8	76.9	77.0	77.1	77.2	77.3	77.4	77.5	77.6	77.7	77.8	77.9	78.0	78.1	78.2	78.3	78.4	78.5	78.6	78.7	78.8	78.9	79.0	79.1	79.2	79.3	79.4	79.5	79.6	79.7	79.8	79.9	80.0	80.1	80.2	80.3	80.4	80.5	80.6	80.7	80.8	80.9	81.0	81.1	81.2	81.3	81.4	81.5	81.6	81.7	81.8	81.9	82.0	82.1	82.2	82.3	82.4	82.5	82.6	82.7	82.8	82.9	83.0	83.1	83.2	83.3	83.4	83.5	83.6	83.7	83.8	83.9	84.0	84.1	84.2	84.3	84.4	84.5	84.6	84.7	84.8	84.9	85.0	85.1	85.2	85.3	85.4	85.5	85.6	85.7	85.8	85.9	86.0	86.1	86.2	86.3	86.4	86.5	86.6	86.7	86.8	86.9	87.0	87.1	87.2	87.3	87.4	87.5	87.6	87.7	87.8	87.9	88.0	88.1	88.2	88.3	88.4	88.5	88.6	88.7	88.8	88.9	89.0	89.1	89.2	89.3	89.4	89.5	89.6	89.7	89.8	89.9	90.0	90.1	90.2	90.3	90.4	90.5	90.6	90.7	90.8	90.9	91.0	91.1	91.2	91.3	91.4	91.5	91.6	91.7	91.8	91.9	92.0	92.1	92.2	92.3	92.4	92.5	92.6	92.7	92.8	92.9	93.0	93.1	93.2	93.3	93.4	93.5	93.6	93.7	93.8	93.9	94.0	94.1	94.2	94.3	94.4	94.5	94.6	94.7	94.8	94.9	95.0	95.1	95.2	95.3	95.4	95.5	95.6	95.7	95.8	95.9	96.0	96.1	96.2	96.3	96.4	96.5	96.6	96.7	96.8	96.9	97.0	97.1	97.2	97.3	97.4	97.5	97.6	97.7	97.8	97.9	98.0	98.1	98.2	98.3	98.4	98.5	98.6	98.7	98.8	98.9	99.0	99.1	99.2	99.3	99.4	99.5	99.6	99.7	99.8	99.9	100.0
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American Pavement Systems

Experience List

Sections 5.1, 5.2, 6.1, 6.2, 6.3, and 7

7.0	7.1	7.2	7.0	7.10	7.8	7.4, 7.5, 7.6	7.0	7.0	7.0	7.12	7.14, 7.13	7.11	7.15		7.16	7.7	7.7	7.7	
7.0	Agency	Project Name	Location	LEAD	Final Contract Value	Type	Agency Contact	Agency Phone	Agency Street Address	City, State, Zip	Time Estimated	Time Exceeded	Original Schedule Completion Date	Completion	Percent Complete	Nature and Extent of any Civil, Labor and/or Material Disputes Between Buyer and Seller	Buyer Contact	Buyer Position	
18.110	City of Fresno	Adrian Rodriguez Martinez & Patricia Ruiz	Fresno, CA	7/20/2006	2,122,814.20	Heavy Civil	John Ruiz	515.417.0733	50 Minerva Street	Fresno, CA 93720	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.111	City of Fresno	655E - Mariposa Redevelopment Project	Fresno, CA	7/19/2005	1,144,618.00	Heavy Civil	Shawn Reid	515.417.0733	Shawn Reid	Fresno, CA 93720	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.112	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Sean Nathan	209.331.8796	724 W Don St	Fresno, CA 93720	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.113	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Karl Francis	211.765.5225	200 S Jackson Ave. Ste 275	Fresno, CA 93705	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.114	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.115	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.116	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.117	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.118	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.119	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.120	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.121	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.122	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.123	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.124	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.125	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.126	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.127	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.128	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.129	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.130	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.131	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.132	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.133	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.134	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.135	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.136	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.137	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.138	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.139	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.140	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.141	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.142	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.143	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.144	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.145	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.146	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.147	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.148	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.149	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.150	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.151	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.152	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.153	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.154	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.155	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.156	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.157	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.158	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.159	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.160	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.161	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.162	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.163	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.164	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Theresa Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0	0	2018	2018	100.00%	None	Central Valley Construction Services, Inc.	James Webb	203.767.1590
18.165	City of Fresno	2018 Annual Street Maintenance Project	Fresno, CA	7/13/2018	1,110,000.00	Heavy Civil	Mark Smith	209.331.8796	1000 W Center St	Fresno, CA 93737	0								



American Pavement Systems

Experience List

Sections 5.1, 5.2, 6.1, 6.2, 6.3, and 7

Section 3.1, 3.2, 6.1, 6.2, 6.3, and 7																			
7.3	7.1	7.2	7.0	7.10	7.8	7.4, 7.5, 7.0	7.0	7.6	7.6	7.12	7.14, 7.15	7.11	7.13	7.10	7.7	7.7	7.7		
7.0 #	Agency	Project Name	Location	Est. Val.	Final Contract Value	Phase	Agency Contact	Meeting Dates	Address Street Address	City State Zip	Time Estimated to Complete	Design/Construction/Construction	Original Schedule Completion	Completed	Percent Complete	Nature and Resolution of any Claim, Litigation and/or Arbitration between Rider and Contractor	Phase Completion	Contract Completion	Phase
19.241	City of San Francisco	San Francisco 2013 Statewide Planning	San Francisco, CA	\$ 305,373.95	\$ 305,373.95	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.242	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.243	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.244	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.245	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.246	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.247	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.248	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.249	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.250	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.251	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.252	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.253	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.254	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.255	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.256	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.257	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.258	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.259	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.260	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.261	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.262	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.263	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.264	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.265	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.266	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.267	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.268	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.269	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.270	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.271	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.272	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.273	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.274	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.275	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.276	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.277	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.278	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.279	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.280	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.281	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.282	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.283	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.284	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.285	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.286	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.287	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.288	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.289	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.290	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.291	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013	100.00%	None	Architectural Services	John P. Brown	\$16,400,000.00
19.292	City of San Francisco	2013 Earthquake Preparedness Program	San Francisco, CA	\$ 1,467,210.00	\$ 1,467,210.00	Phase 1	John P. Brown	7/20/13-7/24/13	1000 10th St	San Francisco, CA 94107	0	0	2013	2013</					

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City of Rancho Cordova

5.6 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

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

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

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
JV Lucas Paving 865 Howe Ave Martinez, CA 94537	20%	\$ 186,450.00	AC Repair and AD
Global Road Sealing, Inc 16832 Dorothy Ave Garden Grove, CA 92847	11%	\$ 107,800.00	CRACK Seal
Scott Traffic Markings, Inc 9725 Del Road Suite B Roseville, CA 95747	25%	\$ 237,122.50	Striping Removal and Replacement
Exham Contractors PO Box 26770 San Jose, CA 95159	4%	\$ 35,100.00	Seal coat

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City of Rancho Cordova**5.7 OPERATIONS PLAN** *(Required submittal forms)***Equipment Inventory:** Please provide a list of all equipment that will be utilized in the performance of this contract.

Quantity	Name, Type and Capacity	Model Year and Condition	Location
	See Attachment		

ITEM 16.2.

Contract No. 2022-281

APS EQUIPMENT

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VEHICLE ID#	LICENSE #
AT01	2013	POLAR	MRJH 7200-1	TRAILER	1PMC14329D1041205	4MN8809
AT02	2013	POLAR	MRJH 7200-1	TRAILER	1PMC14320D1041206	4MN8812
AT03	2013	POLAR	MRJH 7200-1	TRAILER	1PMC14322D1041207	4MN8813
AT04	2013	POLAR	MRJH 7200-1	TRAILER	1PMC14324D1041208	4MN8810
AT05	2013	POLAR	MRJH 7200-1	TRAILER	1PMC14326D1041209	4MN8811
AT06	2013	POLAR	MRJH 7200-1	TRAILER	1PMC14322D1041210	4MN9200
AT07	2016	POLAR	MRJH 7200-1	TRAILER	1PMC14322G1047481	4PL6527
AT08	2016	POLAR	MRJH 7200-1	TRAILER	1PMC14324G1047482	4PL6528
AT09	1996	POLAR	SRJ7 8500-1	TRAILER	1B9TS84E6T1295428	4NX3723
AT10	1996	POLAR	SRJ7 8500-1	TRAILER	1B9TS84E4T1295427	4NX3724
AT11	1990	FRUEHAUF		TRAILER	1H4T04324LL003809	4ND3876
CB01	2012	BEARCAT	10-20 FOOT CHIPPER		062512/20TANDEM	SE607036
CB02	2013	BEARCAT	16 FOOT CHIPPER		062413-16T	SE607037
CB03	2015	BEARCAT	10-20 FOOT CHIPPER		189BC1623FA173004	
CT01	2003	FORD F250	SUPER DUTY CREW CAB	TRUCK	1FTNW20SX3ED51085	44960P2
CT02	2003	FORD F250	SUPER DUTY CREW CAB	TRUCK	1FTNW20S03EC80057	
CT109	1997	SIMON	DUPLEX BOOM TRUCK	TRUCK	1S92H31J5V1020145	5U67622
DR01	2013	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X5ED221966	09559L1
DR02	2014	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X7ED221967	56348J1
DR03	2014	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X9ED221968	56347J1
DR04	2013	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X0ED221969	09558L1
DR05	2016	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X8GD332806	13711W1
DR06	2016	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79XXGD352622	21397A2
DR07	2016	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X1GD352623	21396A2
DT01	2019	LMTRL	CARRIER	TRAILER	5RVDM1227KP069147	4RW9375
ET01	2004	TRAILKING	TKT50	TRAILER	1TKC028374M026061	4MP1274
ET02	2013	LDTRL	CARRIER	TRAILER	4ZEDK2029D1044101	4MX8334
ET03	2013	LDTRL	CARRIER	TRAILER	4ZEDK2028D1040010	4MT1887
ET04	2001	TRAIL	FB	TRAILER	1TKC026211M057229	4JM8641
ET05	2014	TOWMASTER	T-50 TRAILER	TRAILER	4KNFT2434EL162423	4NM5588
ET06	2014	CARMT	CARRIER	TRAILER	5NHUBL42XET444207	4NF8492
ET07	2014	TOWMASTER	T-50 TRAILER	TRAILER	4KNFT2437FL160067	4NM5589
ET08	2015	CARMT	CARRIER	TRAILER	5NHUBL018FT450649	4NT3241
ET09	2016	CARRIER	CARRIER	TRAILER	5NHUBL421GB454200	4PA6295
ET10	2016	SLURRY BOX	LAMAR	TRAILER	5RV061828GP040246	4PM9168
ET11	2016	TRAFFIC CONTROL	LAMAR	TRAILER	5RVU62028GP040248	4PP2669
ET12	2016	TRAFFIC CONTROL	LAMAR	TRAILER	5RVU62026GP040247	4PM9167
ET13	2016	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP2636GB000956	4NX3721
ET14	2016	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP263XGB000958	4NX3722
ET15	2016	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP2531GB000994	4NX3720
ET16	2016	BIG W DELUXE	BIG W DELUXE	TRAILER	1B9SH1924CS252173	4PU7565
ET17	2017	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP3130HB000174	4NU7543
ET18	2017	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP263XHB000721	4NX4234
ET19	2017	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP2631HB000719	4NX4235
ET20	2017	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP2533HB000724	4NX4236
ET21	2017	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP3030HB000726	4NX4237
ET22	2017	LAMAR	TRAVLN	TRAILER	5RVF82024HP047718	4RC4998
ET23	2017	LAMAR	TRAVLN	TRAILER	5RVU6202XHP047719	4RC4997
ET24	2017	LAMAR	TRAVLN	TRAILER	5RVU62026HP047720	4RC4996
ET25	2017	LAMAR	TRAVLN	TRAILER		332002 4RK7770
ET26	2018	BIG TEX	DUMP TAILER	TRAILER	16VDX1429J5099	
ET27			2400 GVW TRAILER	TRAILER		5593979
FL01	2008	CAT/JLG	TL642 TELEHANDLER	FORKLIFT	TBK01013	N/A
FL02	2013	CAT	TL642C TELEHANDLER	FORKLIFT	0THG00298	N/A
FL03	2008	CAT	TL642 TELEHANDLER	FORKLIFT	0TBK00986	N/A
FL04	2008	CAT	TL642 TELEHANDLER	FORKLIFT	0TBK00987	N/A
FT01		INTERNATIONAL		TRUCK	2HSFHCBRINCO60666	
LDR1		CAT	CAT 930	LOADER	CAT0930MJKTG017330KTGC	SE626864
LDR2	2017	CAT	CAT 930	LOADER	KTG03146	SE692175
PB01	2004	FRHT	ELGIN	BROOM	1FVABTAK24HM67142	SE626918

APS EQUIPMENT

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VEHICLE ID#	LICENSE #
PB02	2005	FRHT	ELGIN	BROOM	1FVABTDC25DU84603	SE626919
PC01	2011	TOYOTA	CAMRY	CAR	4T1BK3EK8BU125821	7PHX209
PC02	2016	HYUNDAI	TUCSON	CAR	KM8J33A48GU088227	7MXR399
PM01	2018	FORD	PICKUP	PK	1FTEW1EP0JKF05395	
PT01	1976	FRUEHAUF	PULL TRAILER	TRAILER	FRX631301	4BA8930
PT02			TALLEY TRAILER			
PT03			TALLEY TRAILER			
PT04	1963	RELIANCE	PULL TRAILER	TRAILER		63432 4NR616
PT05	1968	FRUEHAUF	PULL TRAILER	TRAILER	FRJ332002	4KB6665
PT06	1972	FRUEHAUF	PULL TRAILER	TRAILER	FRP472401	4KB6666
PW01					13-12119	N/A
RB01	2001	COX	BLENDER	TRAILER	1V9DS53291N062524	SE607032
RB02	2015	D & H	BLENDER	TRAILER	557082914B	SE626857
RB03	2000	H & R	BLENDER	TRAILER	1H2P05123VW003501	SE626863
RB04	2017	D & H	BLENDER	TRAILER	817063016-1B	SE626883
RB05	2017	D & H	BLENDER	TRAILER	817063016-2B	SE626882
RS01	2017	ROADSAVER 3G	SLURRY/MICROSURFACING	TRUCK	1NPCLP0X8HD417115	21731A2
RS02	2017	ROADSAVER 3G	SLURRY/MICROSURFACING	TRUCK	1NPCLP0XXHD417116	21732A2
RS03	2017	ROADSAVER 3G	SLURRY/MICROSURFACING	TRUCK	1NPCLP0X1HD417117	21733A2
RS04	2016	ROADSAVER 3G	SLURRY/MICROSURFACING	TRUCK	1NPCLP0X0HD440808	54262B2
RS05	2017	ROADSAVER 3G	SLURRY/MICROSURFACING	TRUCK	1NPCLP0XXJD457881	13456G2
RS06	2018	ROADSAVER 3G	SLURRY/MICROSURFACING	TRUCK	1NPCLP0X1JD457882	53842G2
RTR1	2014	CATERPILLAR	CW14 PNEUMATIC COMPAC	ROLLER	CAT0CW14VLTJ00229	SE607038
RTR2	2014	CATERPILLAR	CW14 PNEUMATIC COMPAC	ROLLER	CAT0CW14CLTJ00231	SE607039
RTR3	2013	CATERPILLAR	CW14 PNEUMATIC COMPAC	ROLLER	CAT0CW14LLTJ00105	SE607040
RTR4	2013	CATERPILLAR	CW14 PNEUMATIC COMPAC	ROLLER	CAT0CW14JLTJ00177	SE607041
RTR5	2015	CATERPILLAR	CW14 PNEUMATIC COMPAC	ROLLER	CAT0CW14OLTJ00375	SE677629
RTR6	2015	CATERPILLAR	CW14 PNEUMATIC COMPAC	ROLLER	CAT0CW140LTJ00371	SE677630
RTR7	2015	VOLVO	PT125R	ROLLER	326063/178785	SE677441
RTR8	2015	VOLVO	PT125R	ROLLER	326157/178045	SE677440
RV01	2005	COX	24,000 GAL REACTION VESS	TRAILER	1B9S682037A062583	SE607034
RV02	1999	COX	9,000 GAL REACTION VESSE	TRAILER	1A9BR4B36XM362208	SE607033
RV03	2015	D & H	30,000 GAL REACTION VESS	TRAILER	557082914RT	SE626856
RV04	2015	D & H	30,000 GAL REACTION VESS	TRAILER	636121714-RT	
RV05	2017	D & H	PORTABLE REACTION TANK	TRAILER	817063016-1RT	SE626881
RV06	2017	D & H	PORTABLE REACTION TANK	TRAILER	817063016-2RT	SE626880
SB01	2016	RAYNER EQUIPMENT	STANDARD BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EQ #
SB02	2016	RAYNER EQUIPMENT	STANDARD BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EQ #
SB03	2016	RAYNER EQUIPMENT	AUGURED BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EQ #
SB04	2017	RAYNER EQUIPMENT	STANDARD BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EQ #
SB05	2017	RAYNER EQUIPMENT	STANDARD BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EQ #
SB06	2017	RAYNER EQUIPMENT	AUGURED BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EQ #
SB07	2018	RAYNER EQUIPMENT	SHOULDER/TRENCH BOX - 1	APPLICATOR	N/A - SEE EQ #	N/A - SEE EQ #
SB08	2018	RAYNER EQUIPMENT	AUGURED BOX - 10' TO 14'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EQ #
SB09	2019	APS	PROTYPE BOX - BEING DEVI	APPLICATOR	N/A - SEE EQ #	N/A - SEE EQ #
SB10	2019	APS	PROTYPE BOX - BEING DEVI	APPLICATOR	N/A - SEE EQ #	N/A - SEE EQ #
SC01	2016					
SD01	2017	PETERBILT	SUPER DUMP	TRUCK	1NPXL70X1HD391393	03899G2
SM01	2018	CRONT	UTILITY		4YMBU0819JN004639	4SE1309
SP03	2019	FORD	F-250 4WD CREW CAB	PK	1FT7W2865KEC58479	
SP04	2016	FORD	F-150 CREW CAB			
SS01	2008	INTERNATIONAL	SAND TRUCK	TRUCK	2HSCEAHR98C652621	SE690669
SST1	2008	INTERNATIONAL	SAND TRAILER	TRAILER	CA945805	SE571981
ST01	1997	INTERNATIONAL		4700 UTILITY	1HTSCAAL5VH445781	5G42669
ST02	2005	FORD	F-750	UTILITY	3FRXF75B55V198866	20720K1
ST03	1999	INTERNATIONAL	32G	UTILITY	1HSHBAHN1XH212962	9B33590
T21	2016	PETERBILT	579 SLEEPER	TRUCK	1XPBD49X7GD326755	9F01035
T22	2016	PETERBILT	579 SLEEPER	TRUCK	1XPBD49X9GD326756	9F01036
T23	2016	PETERBILT	579 SLEEPER	TRUCK	1XPBD49X0GD326757	9E82705
T24	2016	PETERBILT	579 SLEEPER	TRUCK	1XPBD49X2GD326758	9F01038

APS EQUIPMENT

<u>VEH #</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>BODY TYPE</u>	<u>VEHICLE ID#</u>	<u>LICENSE #</u>
T32	2011	INTERNATIONAL		TRUCK	3HSDJSJR8BN347634	9E35945
T33	2011	INTERNATIONAL		TRUCK	3HSDJSJR3BN347637	9E24846
T34	2010	INTERNATIONAL		TRUCK	1HSHXHR5AJ224990	9E35801
T35	2012	INTERNATIONAL		TRUCK	1HSHXSJR1CJ607960	9E74231
T36	2013	INTERNATIONAL		TRUCK	1HSDHJDR4DJ134178	9E74264
T37	2013	INTERNATIONAL		TRUCK	1HSJXSHRDXDH170667	9E74292
T39	2013	INTERNATIONAL		TRUCK	1HSDJSJR3DJ198507	
TC01	2009	INTERNATIONAL	4300 LP	VN	1HTMNAAL89H062362	8N94041
TC02	2014	INTERNATIONAL	Terra Star	VN	1HTJSSKK5EH497812	51815W1
TC03	2014	INTERNATIONAL	Terra Star	VN	1HTKPSKK5EH766526	51816W1
TC04	2012	INTERNATIONAL	Terra Star	VN	1HTJSSKK8CJ421538	60720J2
TC05	2014	INTERNATIONAL	OTHTK	VN	1HTJSSKK9EH768791	31777X1
TC06	2012	INTERNATIONAL	Terra Star	VN	1HTFSSKK0CJ382623	31776X1
TC07	2012	INTERNATIONAL	Terra Star	VN	1HTJSSKK7CJ384160	9E82736
TC08	2018	RAM		5500 TRUCK	3C7WRMBL5JG392164	08345P2
TC09	2018	RAM		5500 TRUCK	3C7WRMBL3JG392163	08347P2
TC10	2018	RAM		5500 TRUCK	3C7WRMBL2JG407025	08346P2
TC11	2018	RAM		4500 TRUCK	3C7WRLFL6JG397118	
TC12	2018	RAM		4500 TRUCK	3C7WRLFL6JG397121	
UT02	2004	FORD	PICKUP	PK	1FTNW21L24EC88685	8Z76697
UT03	2006	FORD	PICKUP	PK	1FTSW20506ED58693	8F38385
UT04	2002	FORD	PICKUP	PK	1FTNW20S22EA57856	96517T1
UT06	2005	FORD	PICKUP	PK	1FTSW21Y75ED33510	7S71327
UT07	2003	FORD	PICKUP	PK	1FTNW21SX3ED30705	7E94315
UT08	2006	FORD	PICKUP	PK	1FTPW14586KD44181	8E46255
UT09	2001	FORD	PICKUP	PK	1FTNW21S11EC06819	6T56604
UT09	2008	FORD	PICKUP	PK	1FTWW31R38EB61447	8L82906
UT10	2003	FORD	PICKUP	PK	1FTNW21S83EA75889	7D57830
UT11	2006	FORD	PICKUP	PK	1FTSW21506EC43204	97146Z1
UT12	2003	FORD	PICKUP	PK	1FTSW31S83EA90501	7D28430
UT14	2013	FORD	PICKUP	PK	1FTFW1CF5DKE51823	78344L1
UT15	2018	FORD	PICKUP	PK	1FT7W2B64JEB52250	29389M2
UT16	2018	FORD	PICKUP	PK	1FT7W2A6XJEB30237	29387M2
UT17	2019	FORD	PICKUP	PK	1FT7W2A65KEE22766	
WB01	2014	JETSTREAM	TAILER	TAILER	1J94301A7EH422019	4QNY371

SECTION 6
EXCEPTIONS, GUARANTEES, AND CERTIFICATIONS

6.1 EXCEPTIONS TO AGREEMENT (*Required submittal forms*)

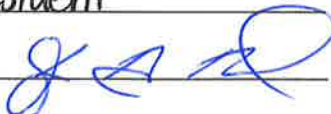
Bidders are to prepare all Bid Schedule forms (Section 4) based on the program specifications set forth in the RFB documents without considering any exceptions that may be set forth on this form. In the event the Bidder takes exception to the RFB specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the Bidder in this RFB, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- "Except as set forth above, Bidder is in complete agreement with the proposed terms, conditions and business arrangements described in the RFB including the attached Agreement. The Bidder assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."
- The form must be signed by an individual authorized to commit the Bidder's firm to the Agreement in the manner set forth below.

Date: 11/14/2022

Name: Gregory B. Reed

Title: President

Signature: 

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

Rancho Cordova Surface Treatment Project
Request for Bids

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City of Rancho Cordova

6.2 GUARANTEE REQUIREMENTS *(Required with submittal)*

The City of Rancho Cordova will require all bids be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a Bidders bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Rancho Cordova, the amount of which shall not be less than ten percent (10%) of the Bid Grand Total as indicated in **Section 4, Bid Schedule**.

Performance and Payment Bonds will be required for the execution of a contract with the selected Contractor.

BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

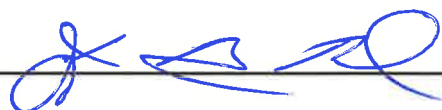
KNOWN ALL BY THESE PRESENTS, That we, American Pavement Systems, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Rancho Cordova, as Obligee, in the sum of Ten Percent of Amount Bid Dollars (\$ 10%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Rancho Cordova Surface Treatment Project ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 28th day of November , 2022 .

American Pavement Systems, Inc.
(Principal)

By: 

Travelers Casualty and Surety Company of America



By: 
Kathleen Earle, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kathleen Earle of San Mateo, CA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

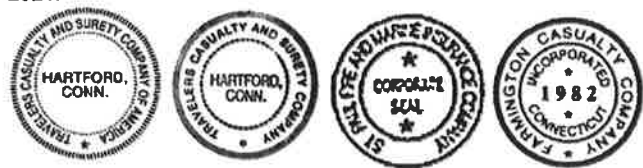
OR

Project Description: Rancho Cordova Surface Treatment Project

Principal: American Pavement Systems, Inc.

Obligee: City of Rancho Cordova

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 

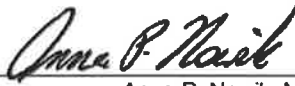
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of November, 2022.





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Stanislaus)

On 11/29/2022 before me, Tiffany Lee, Notary Public,
(here insert name and title of the officer)

personally appeared Gregory B. Reed

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

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

WITNESS my hand and official seal.

Signature Tiffany Lee



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
 Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
 Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

AMERICAN PAVEMENT SYSTEMS, INC.

CERTIFICATE OF SECRETARY

Resolved, that effective March 1, 2022 through February 28, 2023, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company, relating to any and all domestic construction projects arising out of the Company's operations.

I, Pamela D. Call, do hereby certify that I am duly qualified as Secretary of American Pavement Systems, Inc., a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective March 1, 2022 by the Board of Directors, at a meeting in accordance with the provisions of the Company Bylaws; that the directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect

DATED: March 1, 2022



Pamela D. Call, Secretary

EXHIBIT 1

AUTHORIZED SIGNERS
American Pavement Systems, Inc.

DESIGNATED SIGNERS
Gregory B. Reed, President
Marc A. Bertsch, Vice President
Pamela D. Call, Secretary
David Pimley, Chip Seal Division Manager
Michael Marchini, Slurry Division Manager
Ryan Bangle, Senior Project Manager

Rancho Cordova Surface Treatment Project
Request for BidsPage 20 of 41
City of Rancho Cordova**6.3 NON-COLLUSION AFFIDAVIT** (Required with submittal)

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

Gregory B. Reed (name) being first duly sworn, deposes and says that he or she is President (title) of American Pavement Systems (company name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

American Pavement Systems, Inc.

Company Name (Printed)

11/29/2022

Date

[Signature]
Authorized SignatureGregory B. Reed
Name (Printed)President
Title

Subscribed and sworn to before me

this 29 day of November, 2022Tiffany Lee
Signature of Notary Public

Rancho Cordova Surface Treatment Project
Request for Bids

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City of Rancho Cordova

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

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

By my signature on this bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this bid are true and correct.

Date: 11/29/2022

American Pavement Systems, Inc
Legal Company or Corporation Name

Construction
Business Type (Corporation, Partnership, etc.)

Gregory B. Reed
Print Name
[Signature]
Signature
President
Title

Print Name

Signature

Title

Marc Bertsch
Print Name
[Signature]
Signature
Vice President
Title

Print Name

Signature

Title

Megan Collett
Print Name
[Signature]
Signature
Secretary
Title

Print Name

Signature

Title

APPENDIX B
INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by the Contractor, his agents, representatives or employees. City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the City's Risk Manager the insurance provisions in these requirements do not provide adequate protection for City and for members of the public, City may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The City's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk manager, the interests of the City and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by the City before performance commences. The City reserves the right to require that the Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by City Risk Manager.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. WORKER'S COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employer's Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Worker's Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

CLAIMS MADE ON PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown and must be on or before the date of the Agreement or the beginning of the Agreement performance by Contractor.
2. Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ADDITIONAL INSURED STATUS: The City, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the City, its officers, directors, officials, employees, or volunteers. Applicable to General Liability, use ISO form CG 2010 11-85 only, and Auto Liability Policies.
2. PRIMARY INSURANCE: For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.
3. FAILURE TO COMPLY: Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which the City is named as an additional insured.
4. SEVERABILITY OF INTEREST: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General Liability and Auto Liability policies.
5. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages in place at all times and provide the City with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the City. For non-payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required. Applicable to all policies.
6. WORKER'S COMPENSATION WAIVER OF SUBROGATION: The worker's compensation policy required hereunder shall be endorsed to state that the worker's compensation carrier waives its right of subrogation against the City, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.
7. PROPERTY WAIVER OF SUBROGATION: Course of construction policies shall contain the following provisions:
 1. The City shall be named as loss payee.
 2. The insurer shall waive all rights of subrogation against the City.

8. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
9. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The City Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the City and the general public are adequately protected.
10. SUBCONTRACTORS: CONTRACTOR shall require all subcontractors to maintain adequate insurance. Subcontractors shall name the CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by its subcontractors. All subcontractors shall be subject to all terms and conditions stated herein.

APPENDIX C
ADDITIONAL SPECIAL PROVISIONS

C.1) PAYROLL RECORDS

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

C.2) PREVAILING WAGE

See Section 5 in Appendix A.

C.3) WORK ON/AROUND PRIVATE PROPERTY

Attention is directed to Section 13-1.01, "Preservation of Property" of the Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

During the contract period, the Contractor will not unreasonably interfere with business operations within the project limits or unreasonably delay access to or from private residential driveways. The Contractor shall not be allowed to impact or restrict use of any residential or business driveways for more than two (2) consecutive working days. During the time in which residential or business driveways are impacted, the opposite side of the street shall be left free of obstructions and available for parking outside of the working hours. Residential and business driveways shall not be impacted without prior approval from the Contract Manager on any Saturday, Sunday, or holidays.

Three (3) calendar days prior to beginning work on this project, the Contractor shall be required to notify adjacent or nearby residents/businesses. Residents/businesses shall be notified with a City-approved door hanger. The Contractor shall be responsible for inserting the date on which a section of street will be impacted by construction. The door hangers will advise residents/businesses of parking and irrigation restrictions during and immediately in advance of the construction of proposed improvements. Any changes in the Contractor's schedule shall require that re-notification take place at the Contractor's expense. It is the Contractor's responsibility to obtain, at his expense, City-approved door hangers.

Door hangers shall be placed before 1:00 p.m. three (3) days before beginning work to allow sufficient time for City inspection of the hangers.

The Contractor shall post "No Parking" signs on barricades 48 hours prior to restricting parking on any street within the project area. The "No Parking" signs shall also include the date(s) of the exact working day(s) that the work will take place. A warning indicating that vehicles will be towed away at the owner's expense shall also be included on the "No Parking" signs. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems and shall post the telephone number on the "No Parking" signs. The Contractor shall be responsible for placing temporary "No Parking"

signs in advance of any construction activity. Barricades shall be placed a maximum of 500 feet apart, on both sides of the affected street. In the event that vehicles need to be towed the Contractor shall assume responsibility.

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

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work, and no separate payment will be made, therefore.

C.4) TRAFFIC MAINTENANCE

The Contractor's attention is directed to Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications, the Uniform Manual of Traffic Control Devices (the latest edition of the California Supplement), and these Special Provisions.

Typically, a minimum of one (1) traffic lane (not less than 3.66 m (12 feet wide), per direction, shall be allowed for closure during construction activity, or as defined within the approved traffic control plan. All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. No work that interferes with public traffic shall be performed between 3:30 p.m. and 8:30 a.m. except work required under Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety" or by special approval of the Contract Manager.

Prior to performing any work, under this contract the Contractor shall prepare and submit a Traffic Control Plan (TCP) to the Contract Manager for review. Note: To avoid delays, the Contractor is encouraged to submit in advance, several standard TCP's covering the most common maintenance situations anticipated, prior to the start of the contract period. ALL night work (if any) requires a MANDATORY TCP, for each occurrence.

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the Contract Manager four (4) working days in advance of performing said operation. The Contractor must receive written approval from the Contract Manager prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the Contract Manager, or is based upon general conformance with Federal, State, and local regulations and standards and does not relieve the Contractor of responsibility for the safety of its workers and the public.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, from any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location, **noncompliance may result in work stoppage by the Contract Manager.**

The Contract Manager shall review and approve all TCPs on the basis of general conformance with applicable regulations and standards. Such review and approval of a TCP does not relieve the Contractor of responsibility for public and worker safety.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work, and no separate payment will be made, therefore.

C.5) REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

C.6) PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of two (2) years of experience in surface treatment maintenance. Experience must include use of typical tools and operation of commonly used equipment. All workers shall be neat and orderly in appearance.

C.7) SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and further advise of any changes.

C.8) DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Contract Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

C.9) PAYMENT

Attention is directed to Section 8, "Measurement and Payment," of the Standard Construction Specifications. The following shall be substituted with regard to invoicing procedure.

The Contractor's invoice shall include:

- Invoice Number
- Invoice Date
- City's Contract Number
- Period Service Provided (Date from – Date to)
- A breakdown of the work performed that includes quantity, unit cost, and total cost

Billing shall be submitted to the following address:

City of Rancho Cordova
Public Works Department
3303 Luyung Drive
Rancho Cordova, CA 95742
ATTN: Victor Ramos

C.10) WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager as not meeting the requirements of the specifications, the City shall withhold payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold payments or percentages thereof for work that is not completed on schedule.

C.11) FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in a formal written warning (60-day Notice) to the Contractor specifying that such deficiencies must be corrected. Failure by the Contractor to correct such deficiencies within the 60-day specified time period may result in the termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the Contractor's inability to meet specification shall be recovered by withholding payments. The Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

C.12) INSPECTION

The Contractor might receive an inspection report from the Contract Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff might occur the following day the Contractor has serviced the areas.

The lack of inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his duties to provide services as required by these specifications.

C.13) COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard contract conditions, a sample of which is attached to this RFB (Appendix A), and to all other terms and conditions in this RFB.

C.14) INSURANCE

The Contractor, upon being notified of being awarded the contract, shall have their Certificate of Insurance delivered to the City of Rancho Cordova Public Works Department, 3303 Luyung Drive, Rancho Cordova, CA 95742, Attn: Victor Ramos. The Contractor's insurance shall comply with all insurance requirements as shown in Appendix B. No goods or services shall be rendered by the Contractor until a valid Certificate of Insurance is on file with the City of Rancho Cordova.

C.15) INDEMNITY

The Contractor indemnifies the City as stated in Section 9 of Appendix A.

C.16) TERMINATION

Any contract resulting from this RFB may be canceled by either party upon thirty (30) calendar days advance notice in writing.

C.17) CODES AND LEGAL REQUIREMENTS

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

C.18) SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 12-1.09 B, "Noise" of the Standard Construction Specifications.

The noise level from the Contractor's operations, between the hours of 8:00 p.m. and 7:00 a.m., shall not exceed 86 dbA at a distance of 15 m (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.19) COOPERATION

Attention is directed to Section 5-5, "Cooperation with Other Entities," of the Standard Construction Specifications. The Contractor shall notify United Service Alert (USA) prior to commencing any excavation: **Underground Service Alert (USA) – 811.**

C.20) PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 7-1.03, "Public Convenience," of the Standard Specifications. The Contractor shall limit his operations to weekdays between the hours of 7:00 a.m. to 6:00 p.m. unless otherwise approved by the Contract Manager.

No work will commence before 8:30 a.m. on the City's main arterial and collector street without prior written approval by the Contract Manager.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Manager. Prior to the closure of a driveway, the Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure, (twenty-four (24) hour notice for emergency repairs).

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties, and property owners' specific needs for driveway and pedestrian access at all times.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.21) OBSTRUCTIONS

Attention is directed to the presence of overhead and underground utilities in the construction sites. The Contractor shall exercise due caution in performing work so as not to damage the utilities. The work specified shall be so conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate his work with the utility companies where utilities are to be relocated or set to grade.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required by the Contractor following the provisions in Section 12, "Safety, Public Convenience, and Traffic Control," of the Standard Construction Specifications.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.22) WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 13, "Water Pollution Control," of the Standard Specifications and these Special Provisions.

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall be prepared in accordance with the State's Storm Water Quality Handbooks, SWPPP and WPCP Preparation Manual, current addition.

Implementation, inspection, maintenance, and modification of the WPCP shall be in accordance with the States's Storm Water Quality Handbooks, Construction Site Best Management Practice Field Manual and Trouble Shooting Guide, current addition.

Copies of the above State handbooks may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815.

The Contractor shall become fully informed of and comply with the applicable provisions of the Handbook and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control," including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include but are not

limited to fines, penalties, and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.23) QUANTITIES

The quantities shown in the Bid Schedule are given to provide Bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as directed by the Contract Manager.

C.24) PAVEMENT SURFACE PREPARATION

The Contractor shall be responsible for removing all vegetation from the edge of pavement, and cracks sweeping and washing the pavement in advance of slurry seal coat operations. Pressure washing shall be used for the complete removal of dust that may cause seal coat slippage. The Contractor shall remove and dispose of all pavement markers and traffic markings prior to the slurry seal coat as required by the Contract Manager.

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

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

Crack sealing material shall conform to the requirements for polymer-modified sealants as specified in ASTM D36, D5329, D3111, and D70 Specifications. Prior to the application of the crack sealant material the Contractor shall submit the manufacturer's printed Product Data Sheets to the Contract Manager to verify conformance with these ASTM Specifications.

Asphalt sealants shall be applied to clean, dry, properly prepared pavement cracks. If crack width is less than ¼ inch, they must be routed before sealant is applied. When ambient temperatures are below 40 degrees F. the Contractor shall use a hot compressed air lance to achieve clean, dry conditions for sealant installation.

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

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

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

All manholes, utility vaults, valve boxes and survey monument covers encountered in pavement areas to be repaired or sealed shall be carefully referenced out prior to pavement work by the Contractor. All exposed survey monuments shall be referenced out prior to the pavement work, covered by an appropriate method approved by the Contract Manager and uncovered after the slurry seal coat is completed without disturbing or damaging the survey monument.

The contract price paid for pavement surface preparation work is **LANE MILE**, along the edge of each paved lane parallel to the pavement's centerline and adjacent shoulder; and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work included in the preparation of pavement surface to receive slurry seal coat including the furnishing and placement of crack sealing material, the removal of thermoplastic limit lines, crosswalks and legends and the referencing out of all manhole, utility vaults, valve boxes and survey monuments, as specified in the Standard Construction Specifications, Special Provisions, and as directed by the Contract Manager and no additional compensation shall be allowed therefore.

C.25) MOBILIZATION

Mobilization shall be in accordance with Section 8-1.03, "Payment for Mobilization," of the Standard Construction Specifications.

C.26) DUST CONTROL

Attention is directed to Section 17, "Dust Control," of the Standard Construction Specifications. The Contractor shall be responsible for dust control. The Contractor shall diligently control dust resulting from operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 17-2, "Dust Palliative," of the Standard Construction Specifications.

The Contractor shall provide dust control at all times, including Saturdays, Sundays, and holidays. Whenever the Contractor shall appear negligent in controlling dust, the Contract Manager may direct attention to the existence of a dust hazard and instruct the Contractor to alleviate the dust hazard immediately.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.27) SLURRY SEAL

This work includes placing of slurry seals. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced, or deleted at the discretion of the Contract Manager with no change in unit price.

ITEM 16.2.**Contract No. 2022-281**

Slurry seal shall conform to Section 14-3.04.A, "Slurry Seal (Type 2)", of the Standard Construction Specifications and these special provisions.

The aggregate for slurry seal shall be Type 2.

Polymer modified asphaltic emulsion shall be composed of a bituminous material uniformly emulsified with water and an emulsifying or stabilization agent and shall contain a polymer.

The polymer used in the manufacture of polymer modified asphaltic emulsions shall be at the option of the Contractor, either neoprene, or a copolymer of butadiene and styrene. The polymer used in the polymer modified asphaltic emulsion shall be homogenous and shall be milled into the product at the colloid mill.

C.28) BASE REPAIR

Base Repair provides for the full removal and replacement of minor areas of failed pavement. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced, or deleted at the discretion of the Contract Manager with no change in unit price.

Tack coat of asphalt emulsion shall conform to Sections 37, "Bituminous Seals," 39, "Asphalt Concrete," and 94, "Asphaltic Emulsions" of the Standard Specifications. Aggregate Base –Class II and Asphalt Concrete, $\frac{3}{4}$ " Type A shall comply with these Special Provisions.

Base Repair shall consist of saw cutting, excavation, removal of existing failed roadway pavement and basement material, and proper disposal of all unsuitable materials. The structural section for Base Repair shall be the following unless directed otherwise by the Contract Manager.

- Arterial Base Repair shall be 5.5" AC over 20.5" AB
- Collector Base Repair shall be 4" AC over 14" AB

The areas of Base Repair shall have a minimum width of three (3) feet, a minimum length of five (5) feet, although most areas may be significantly larger in both dimensions. The area of removal of failed pavement and basement materials shall be as determined by the Contract Manager in the field. Any pavement removal required near the lip of gutter, the existing edge of pavement, or another area of pavement removal shall be extended such that no existing pavement shall remain with a width of less than twenty-four (24) inches.

A tack coat of asphalt emulsion shall be applied to all concrete and asphalt concrete edges in preparation for installing deep lift asphalt concrete. Each layer of asphalt concrete shall not exceed 0.40 foot in compacted thickness. No layer shall be placed over a layer which exceeds 0.25 foot in compacted thickness until the temperature at mid-depth, of the layer which exceeds 0.25 foot in compacted thickness, is no more than 160°F. The maximum thickness of the surface layer of deep lift asphalt concrete, that layer directly below leveling course or overlay, shall be 0.25 foot. Areas of Base Repair shall be brought up to the existing surface grade.

Payment for Base Repair shall be made per square foot of area repaired, as measured in the field. Payment shall be at the contract unit price bid per square foot and shall include all traffic control, saw cutting, excavation, removal and disposal of un-suitable material, furnishing and placement of Class II Aggregate Base, tack coat and $\frac{3}{4}$ " Type A Asphalt Concrete and labor and materials involved and no additional payment allowed, therefore.

C.29) CLASS 2 AGGREGATE BASE (AB)

Aggregate base shall be Class 2 and shall conform to Section 22-2, "Aggregate Base," of the Standard Construction Specifications, Section 26, "Aggregate Bases," of the Standard Specifications.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets of coarse or fine material.

The Contractor shall insure the subbase is compacted to the requirements set forth in Section 25, "Aggregate Subbases," of the Standard Specifications before placing aggregate base.

The aggregate base and aggregate subbase shall be placed in layers not to exceed 5" thick and shall have a relative compaction of 95% Class 2 aggregate. Aggregate base that is used to provide temporary access to work areas, driveways, and all other work that is necessary shall be paid for by the Contractor.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

C.30) ASPHALT CONCRETE (AC), TYPE A

The work in this Section shall include all labor, materials, and equipment required to complete all asphalt paving work, including, but not necessarily limited to, asphalt pavements and bases, asphalt overlays, and asphalt as specified herein or otherwise necessary so that other materials or work may be installed and/or performed and that the whole work is completed in accordance with the contract documents.

Tack coat of Type SS-1 asphaltic emulsion shall conform to Section 39, "Asphalt Concrete", and 94, "Asphaltic Emulsions", of the Standard Specifications and shall be included in the unit bid price for asphalt concrete. All asphalt concrete on this project shall be as follows and as specified in Section 39 "Asphalt Concrete", of the Standard Specifications and these Specifications.

All asphalt shall be viscosity grade AR-8000 and shall conform to the requirements of Section 92, "Asphalt Binders", of the Standard Specifications. Supplying, mixing, proportioning and storing Asphalt Concrete, Type A shall conform to the requirements as specified in Section 39, "Asphalt Concrete" of the Standard Specifications.

Hauling of asphalt concrete to the job site shall be in accordance with Section 23-5, "Hauling Equipment", of the Standard Construction Specifications and these Specifications. Placement of asphalt concrete shall be in accordance with Section 23-8, "AC Placement Method", of the Standard Construction Specifications and these Specifications. Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39, "Asphalt Concrete", of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. Placing of the asphaltic concrete adjacent to the lips of gutters shall be such that a rise above said lips of 1/4 inch shall remain after compaction.

Acceptance testing shall be in accordance with Section 23-9, "AC Placement Acceptance Testing" of the Standard Construction Specification.

The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities. When a straight edge 10 feet long is laid on the finished surface and parallel with the center line of the highway, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested transversely to traffic, the surface shall incline continuously in the direction of the drainage so that no depressions, which will not drain, remain in the surface after rolling. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued and other acceptable equipment shall be furnished by the contractor. A drop-off of more than 0.15-feet will not be allowed at any time between adjacent lanes open to public traffic. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume. Half-width surfacing operations shall be conducted in such manner that, at the end of each day's work, the distance between the ends of adjacent surfaced lanes shall not be greater than can be completed in the following day of normal surfacing operations. Shoulders adjacent to a lane being paved shall be surfaced prior to opening the lane to traffic. Finishing roadway shall conform to Section 22, "Finishing Roadway" of the Standard Specifications. The entire roadway and right-of-way shall be left in a neat and presentable condition to the satisfaction of the Contract Manager.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material. Asphalt Concrete, Type A is specified as included in other items of work listed in the RFB and no additional compensation shall be allowed, therefore.

C.31) TRAFFIC STRIPES AND PAVEMENT MARKINGS

Restoration and/or removal and replacement of thermoplastic traffic stripes and pavement markings shall conform to Section 84, "Markings", of the Standard Specifications and Section 48-2, "Traffic Stripes and Pavement Markings", of the Standard Construction Specifications.

The Contractor shall furnish all labor, equipment and materials required for restoration and/or removal and replacement of thermoplastic stripes and pavement markings. This work includes, but is not limited to, the following:

- Legends
- Arrows
- Limit Lines
- Barrier Lines
- Crosswalks

The Contractor shall furnish all labor, equipment, and materials required for removal and replacement of raised pavement markers.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

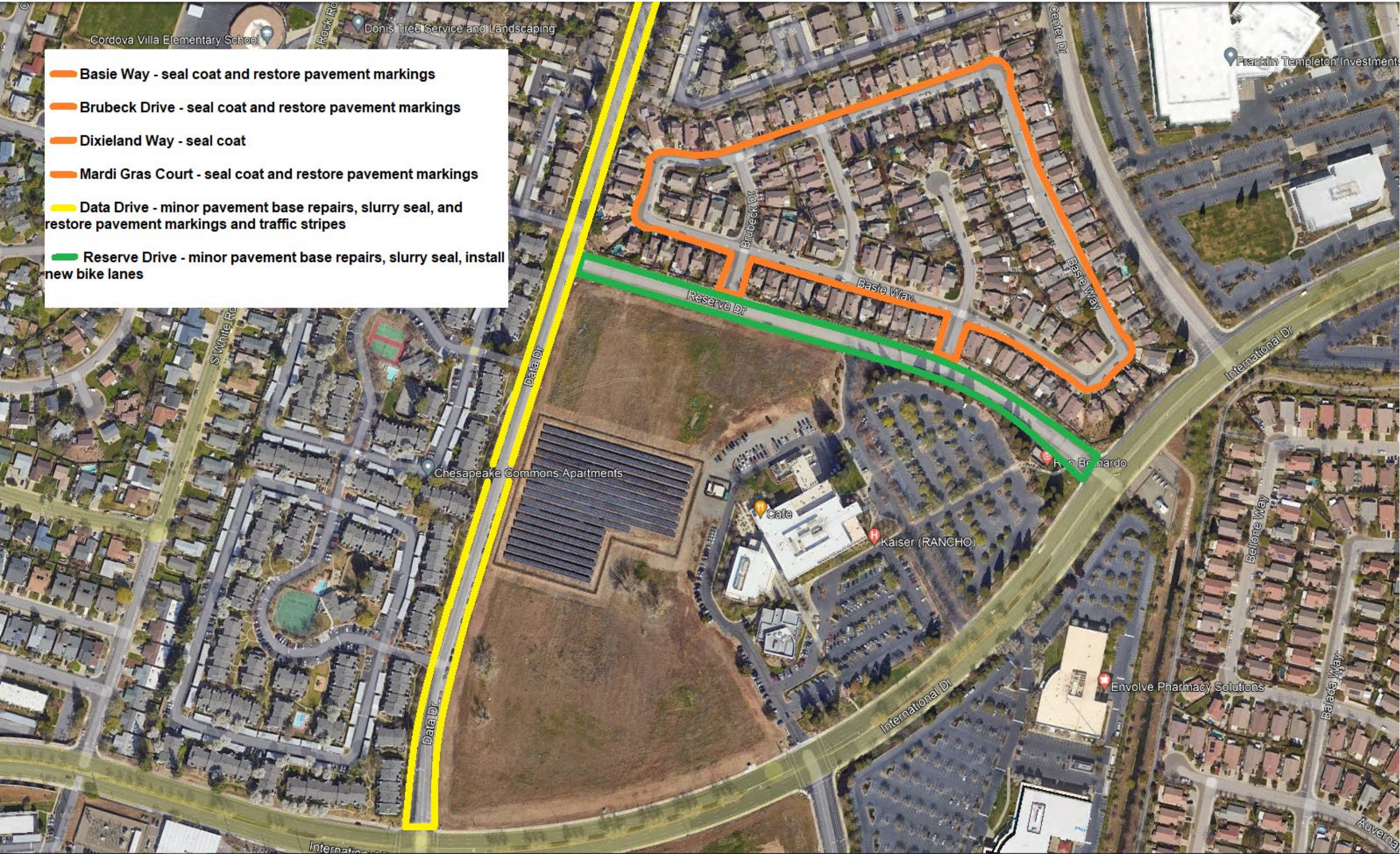
C.32) LIQUIDATED DAMAGES

Attention is directed to Section 8-1.10, "Liquidated Damages", of the Standard Specifications, the liquidated damages for this contract shall be the sum of **One Thousand Dollars (\$1,000.00) per working day**.

SITE MAP
RANCHO CORDOVA SURFACE TREATMENT PROJECT







MEMORANDUM



ITEM 16.3.

DATE: January 17, 2023
TO: Honorable Mayor and Council Members
FROM: Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION DECLARING THE CITY'S INTENTION TO IMPOSE AN ANNUAL STORMWATER UTILITY FEE FOR THE MAINTENANCE OF STORM DRAINAGE AND FLOOD PROTECTION SYSTEMS FOR THE RANCHO CORDOVA STORAGE PROJECT**

RECOMMENDATION

Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Rancho Cordova Storage project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the Council's intention to impose an annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system in the Rancho Cordova Storage project and set a public hearing for February 6, 2023 on the matter.

BACKGROUND

The Council previously approved the Rancho Cordova Storage project with a condition of approval which requires that the property owner fund operation and maintenance of the storm drainage system. This condition will be satisfied by participation in the City's Stormwater Utility Fee for storm drainage and flood protection services, which is the subject of this action.

Previously, projects were required to annex to the County's Stormwater Utility. Since the City has taken over drainage maintenance and operations services from the County, it was necessary to establish the Stormwater Utility District to fund drainage services to ensure compliance with new state and federal laws and regulations. The Stormwater Utility Fee was established on September 2, 2014, by Ordinance No. 7-2014.

DISCUSSION

The property owners have submitted a petition and waiver for the City to institute the proceedings to impose the Stormwater Utility Fee ([Attachment 5](#)). The project is being annexed into the Stormwater Utility Fee ([Attachment 3](#)). The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection improvements.

A “Rate Analysis Report” was adopted on August 7, 2014, by Resolution No. 103-2014. The report calculated the Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel. The maximum annual fee increases each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics. A sample of the Stormwater Utility Fees for Fiscal Year 2022-2023 is provided in Attachment 4.

In accordance with Article XIII D, the “Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee” as set forth in Attachment 2 and incorporated herein by reference (the “Procedures”).

The Resolution (Attachment 1) sets the public hearing at 5:30 p.m., or as soon thereafter as possible, on February 6, 2023, as the time and date for a hearing on the matters set forth therein and directs the City Clerk to give notice of the public hearing. Notice of the Public Hearing will be published in the Grapevine Independent as required by law.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the general fund. The annual stormwater utility fees collected are deposited into an enterprise fund specifically for the maintenance of the storm drainage and flood protection system.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution
3. Annexation Boundary Map
4. Stormwater Utility Fee- Rate Sheet FY22-23
5. Petition with Waivers

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DESIGNATING A TIME AND PLACE FOR HEARING PROTESTS IN CONNECTION WITH THE ANNUAL STORMWATER UTILITY FEE FOR THE RANCHO CORDOVA STORAGE PROJECT

WHEREAS, the Stormwater Utility Fee was established on September 2, 2014 by Ordinance No. 7-2014 to fund services and facilities furnished by the City in connection with its storm drain system. The Proposed Stormwater Utility Fee may be billed through the County Utility Billing Service (CUBS) as part of the consolidated utility bill or may be collected on the County of Sacramento tax roll, commencing in Fiscal Year 2022-2023, in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City in the manner prescribed by Sections 5471 et seq. of the California Health and Safety Code; and

WHEREAS, this Council has caused a written report entitled, "Rate Analysis Report", dated August 7, 2014, (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Proposed Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et seq.) (the "Implementation Act") imposes certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Article XIII D), such as the Proposed Stormwater Utility Fee, including the requirement to conduct a protest hearing and balloting for consideration of the Proposed Stormwater Utility Fee. In accordance with Article XIII D and the Implementation Act, the City Council hereby approves the "Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee" as set forth in Exhibit A and incorporated herein by reference (the "Procedures"); and

WHEREAS this Council has received petitions and waivers from the owners of 100% of the area of land proposed to be included in the Proposed Stormwater Utility Fee in which the Petitioner has waived all notices of hearings and all published notices regarding the establishment of the stormwater utility fee, notices of election, and applicable waiting periods.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA:

1. The foregoing recitals are true and correct and incorporated herein.
2. Notice is hereby given that the City Council designates Monday, February 6, 2023, at the hour of 5:30 p.m., in the Council Chambers, City Hall, 2729 Prospect Park Drive, Rancho Cordova, California, as the time and place for a public hearing on the above-described written report and protests or objections to the imposition of the proposed Stormwater Utility Fee. At the above-described public hearing, all interested persons

ITEM 16.3.

ATTACHMENT 1

shall be afforded the opportunity to hear and be heard, and the City Council shall consider all protests against the Proposed Stormwater Utility Fee. If written protests against the Stormwater Utility Fee are presented by a majority of owners of the Identified Parcels, the City shall not impose the Proposed Stormwater Utility Fee. In the absence of a majority protest, the City Council may submit the Proposed Stormwater Utility Fee to a vote of the property owners in accordance with Article XIII D of the California Constitution.

3. The City Clerk is hereby authorized and directed to give notice of the above-described public hearing in accordance with law and the Procedures.
4. Reference is hereby made to the Written Report described in Section 2 hereof, which is on file in the office of the City Clerk, for a full and detailed description of the Proposed Stormwater Utility Fee upon parcels of land within the City.
5. The City Council hereby designates Dalia Fadl, Principal Engineer, telephone number, (916) 851-8718 to answer inquiries regarding the public hearing, protest proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of January 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

EXHIBIT "A"

PROCEDURES FOR THE CONDUCT OF A
PROTEST HEARING AND VOTE RELATING TO A PROPOSED
STORMWATER UTILITY FEE

The following Procedures have been adopted by the City Council of the City of Rancho Cordova for the purpose of conducting a protest hearing required by Article XIII D of the California Constitution for consideration of the imposition of a proposed Stormwater Utility Fee (the "Proposed Stormwater Utility Fee").

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A. Written Report

The City shall cause to be prepared a written report ("Written Report"), which shall contain a list of all parcels to which the Proposed Stormwater Utility Fee will apply (the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each Identified Parcel for Fiscal Year 2020-2021.

The Written Report shall be placed on file in the office of the City Clerk prior to the mailing of the Notice of Public Hearing on the Proposed Stormwater Utility Fee and shall remain available for public inspection.

B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee

Notice of the public hearing on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the public hearing to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

"Record Owner" means the owner of an Identified Parcel whose name and address appears on the last Sacramento County equalized secured property tax assessment roll (the "Assessment Roll"), or in the case of any public entity, the State of California, or the United States, means the representative of that public entity at the address of that entity known to the City.

Notices shall be mailed to the Record Owners of the Identified Parcels, addressed to the names and addresses as they appear on the Assessment Roll, and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the City. In addition, notices shall be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the City Clerk, if different than shown on the Assessment Roll.

Each mailed notice shall contain all of the following:

- A reference to filing of the Written Report;
- A reference to the proposed ordinance imposing the Proposed Stormwater Utility Fee and providing for the collection of the Fee on the County tax roll;
- The amount of the Proposed Stormwater Utility Fee to be imposed upon the Identified Parcel covered by the notice;
- The basis upon which the amount of the Proposed Stormwater Utility Fee was calculated;
- The reason for the Proposed Stormwater Utility Fee;
- A statement that the Proposed Stormwater Utility Fee may be collected as part of a consolidated utility bill via CUBS or on the County of Sacramento tax roll each year, commencing with Fiscal Year 2021-2022.
- The effect of a majority protest; and
- The date, time and location of a public hearing on the Proposed Stormwater Utility Fee.

The City Clerk, or the designee of the City Clerk, may certify the proper mailing of notices by an affidavit, which shall constitute conclusive proof of mailing in the absence of fraud.

Failure of any person to receive notice shall not invalidate the proceedings.

Notice of the filing of the Written Report and the public hearing shall be published once a week for two successive weeks in the Grapevine Independent, with the first publication at least fourteen (14) days prior to the date of the public hearing, and with at least five (5) days intervening between the first and second publications. The published notice may be waived by unanimous consent of the property owners.

C . Eligibility to File a Protest

The Assessment Roll shall be presumptive evidence of ownership of an Identified Parcel for protest purposes.

If the owner of any Identified Parcel is not shown on the Assessment Roll, such owner may file a protest for such parcel by filing with the City Clerk a proxy from the Record Owner in a form satisfactory to the City Attorney or evidence of ownership satisfactory to the City Attorney. Any such proxy or evidence must be received by the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a partnership, as community property, in joint tenancy, or as a tenancy in common, any partner, spouse, joint tenant, or tenant in common, as the case may be, may file a protest for such parcel.

An executor, administrator, or guardian may file a protest for an Identified Parcel on behalf of the estate it represents. If such representative is shown on the Assessment Roll as paying taxes and assessments levied against the parcel, that fact shall establish the right of such representative to file the protest. If such representative is not shown on the Assessment Roll, the representative must file with the City Clerk written documentation satisfactory to the City Attorney establishing the legal representation. Any such documentation must be filed with the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a corporation or unincorporated association, a protest may be filed by any person authorized in writing by the board of directors or trustees or other managing body thereof to take such actions. The corporation or unincorporated association must file with the City Clerk written authorization satisfactory to the City Attorney. Any such written authorization must be filed with the City Clerk prior to the conclusion of the public hearing.

D. Submission of Written Protests

Written protests may be mailed (via U.S. mail) to the City Clerk at City Hall or delivered in person to the City Clerk at City Hall or at the public hearing.

No protests delivered via e-mail will be counted for purposes of determining whether a majority protest exists, but the City Council may, in its discretion, consider such protests in making determinations regarding the Proposed Stormwater Utility Fee

Each written protest must identify the property covered by the protest and be signed.

No protest received after the close of the public hearing shall be counted in determining the existence of a majority protest. The last pick up by the City Clerk of protests mailed or delivered to City Hall will occur at 5:30 p.m. on the date scheduled for the public hearing. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the public hearing, such protests must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the public hearing. The City Clerk shall endorse on each written protest the date it is filed with the City. The City Clerk shall identify any protests which are received after the close of the public hearing.

Written protests may be withdrawn in writing at any time before the conclusion of the public hearing by the person who submitted the written protest.

For purposes of determining whether a majority protest exists, only one protest for each Identified Parcel will be counted.

All written protests shall be considered public records.

E. Conduct of the Public Hearing: Determination of a Majority Protest

1. At the time, date and place fixed for the public hearing, the City Council shall:
 - (i) Conduct a public hearing pertaining to the Proposed Stormwater Utility Fee;
 - (ii) Hear all persons interested in the matter of the Proposed Stormwater Utility Fee; and
 - (iii) Receive all written communications regarding the Proposed Stormwater Utility Fee.
2. The public hearing may be continued from time to time, as the City Council determines is necessary to complete its consideration of the Proposed Stormwater Utility Fee.
3. If the City Council determines at the close of the public hearing that written protests have been presented, and not withdrawn, by a majority of owners of the Identified Parcels (i.e., there is a majority protest), the Proposed Stormwater Utility Fee shall not be approved.
4. If the City Council determines at the close of the public hearing that there is not a majority protest, the City Council may:
 - (i) Remedy and correct any clerical error in the Written Report or otherwise modify the Written Report; provided that any such modification or correction shall not result in a Proposed Stormwater Utility Fee for any Identified Parcel which is greater than the amount shown in the notice of the public hearing that was mailed to the Record Owner of the Identified Parcel;
 - (ii) Confirm the Written Report, as originally filed or as amended in accordance with subparagraph (i), above;
 - (iii) Adopt a resolution calling for a property owner vote regarding the Proposed Stormwater Utility Fee.

F. Conduct Property Owner Vote: Determination of a Majority Consent

Pursuant to Government Code Section 53755.S(c), the proceedings described in this section shall not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

An election on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the election to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

Each mailed ballot shall contain all of the following:

- On the face of the envelope in which the notice of election and ballot are mailed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED."

- The ballot shall include the agency's address for return of the ballot, the date and location where the ballots will be tabulated, and a place where the person returning it may indicate his or her name, a reasonable identification of the parcel, and his or her support or opposition to the proposed fee. The ballots shall be tabulated in a location accessible to the public. The ballot shall be in a form that conceals its content once it is sealed by the person submitting it. The ballot shall remain sealed until the ballot tabulation commences.

No ballot received after the time of the ballot tabulation shall be counted in determining the existence of majority consent. The last pick up by the City Clerk of ballots mailed or delivered to City Hall will occur at 1:30 p.m. on the date scheduled for the election. To ensure that ballots which are mailed or delivered to City Hall are received by the City Clerk prior to the commencement of the ballot tabulation, such ballots must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the ballot tabulation. The City Clerk shall endorse on each ballot the date it is filed with the City. The City Clerk shall identify any ballots which are received after the commencement of the ballot tabulation.

An impartial person designated by the City who does not have a vested interest in the outcome of the proposed fee shall tabulate the ballots submitted in support of or opposition to the proposed fee. An impartial person includes, but is not limited to, the City Clerk. If the City uses City personnel for the ballot tabulation, or if the City contracts with a vendor for the ballot tabulation and the vendor or its affiliates participated in the research, design, engineering, public education, or promotion of the fee, the ballots shall be unsealed and tabulated in public view to permit all interested persons to meaningfully monitor the accuracy of the tabulation process.

The ballot tabulation may be continued to a different time or different location accessible to the public, provided that the time and location are announced at the location at which the tabulation commenced and posted by the City in a location accessible to the public. The impartial person may use technological methods to tabulate the ballots, including, but not limited to, punchcard or optically readable (bar-coded) ballots. During and after the tabulation, the ballots and, if applicable, the information used to determine the weight of each ballot, shall be treated as public records, subject to public disclosure and made available for inspection by any interested person. The ballots shall be preserved for a minimum of two years, after which they may be destroyed.

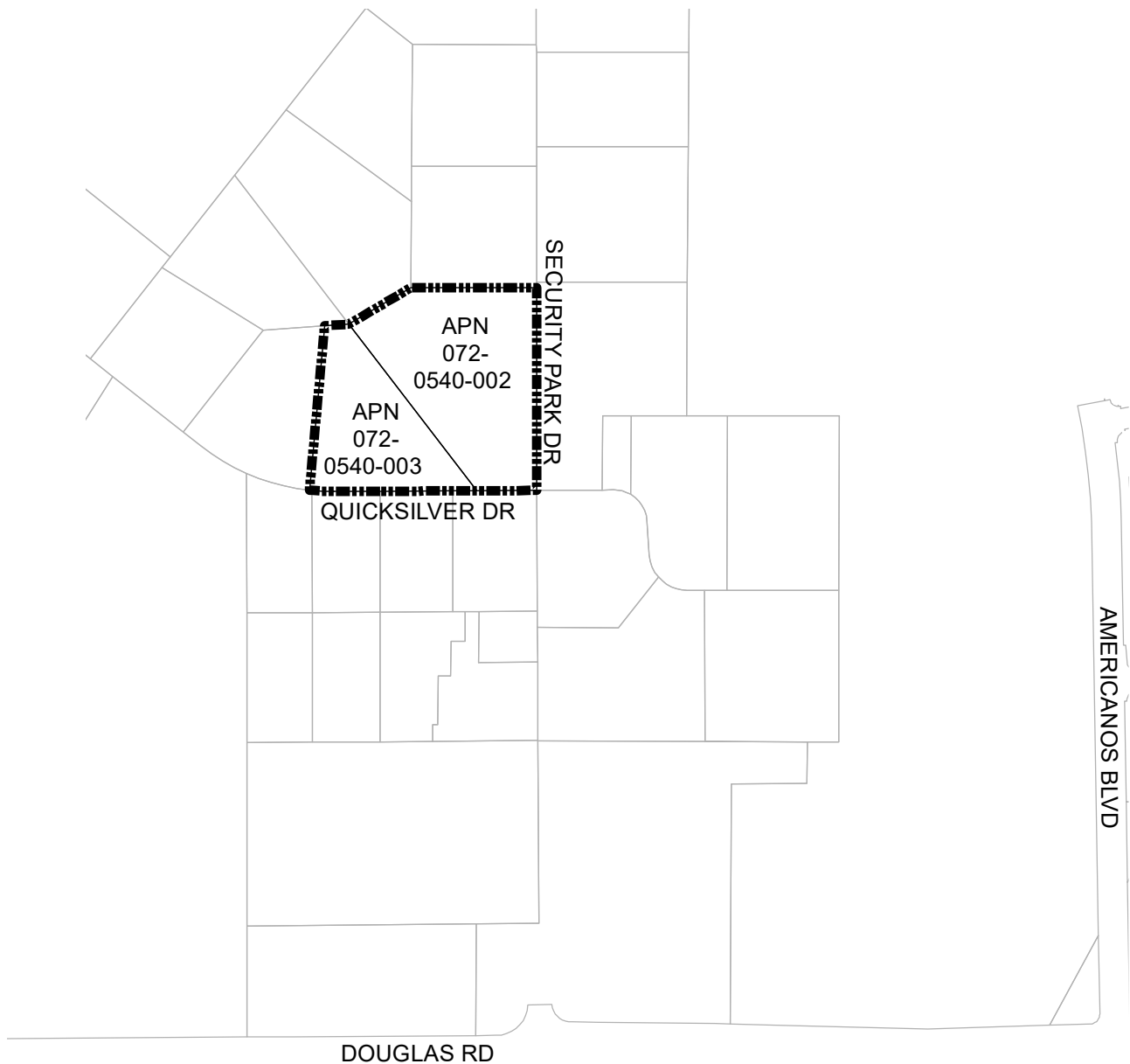
Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

At the time, date and place fixed for the ballot tabulation, the City Council shall direct the City Clerk to commence the ballot tabulation.

If there is no majority approval, the Stormwater Utility Fee shall not be imposed.

If majority approval exists, the City Council may impose the Stormwater Utility Fee pursuant to the Ordinance.

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 30
RANCHO CORDOVA STORAGE PROJECT

**Legend**

Annexation Boundary

Parcel Boundary

Stormwater Utility Fee

Sample of the Stormwater Utility Fees for Fiscal Year **2022-2023**:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$143.40
Single Family Residential (SFR2)	0.22	\$157.73
Single Family Residential (SFR3)	0.30	\$168.51
Single Family Residential (SFR4)	0.40	\$179.24
Single Family Residential (SFR5)	1.00	\$179.24
Multi-Family Residential (MFR1)	5.00	\$1,254.93
Commercial	1.00	\$1,344.58
Industrial	1.00	\$1,434.24
Schools	5.00	\$896.39
Private Recreation	1.00	\$448.17
Parks/Greenbelts	2.00	\$179.24
Public Property (with structures)	2.00	\$537.81

**CITY OF RANCHO CORDOVA
PETITION
(With Waivers)
Related to the Imposition of a Stormwater Utility Fee
and Other Related Matters**

This is a petition to impose a stormwater utility fee and related matters under the Health and Safety Code and Article XIID of the California State Constitution and it states as follows:

1. Petitioner. This Petition is submitted by the person (the "Petitioner") (whether one or more) identified below as or for the record owner(s) of the parcels of land identified below (the "Property"). The Petitioner warrants to the City that the Petitioner is such owner or is legally authorized to execute this Petition for and on behalf of such owner(s).

2. Proceedings Requested. This Petition asks that the City Council undertake proceedings under the Health and Safety Code and Article XIID of the California State Constitution to impose a stormwater utility fee.

3. Boundaries. This Petition asks that the territory to be included consist of that shown on a map of the proposed area of the stormwater utility fee described in Exhibit "A" and attached hereto and made a part hereof and which map includes the Property.

4. Purpose. This Petition asks that the stormwater utility fee be created, and the fee be levied to finance all or a part of the storm and flood protection services.

5. Waivers. To expedite the completion of the proceedings, the Petitioner waives all notices of hearing and all published notices regarding the establishment of the stormwater utility fee, notices of election, applicable waiting periods for the holding of any public hearing and for election and all ballot arguments and analysis for the election, it being acknowledged by the Petitioner that all such notices are for the benefit of the Petitioner and may be waived.

The Property that is subject to this petition is identified as:

County of Sacramento Assessor's Parcel Numbers:

072-0540-002-0000, 072-0540-003-0000: The property consists of a total of 5.9 acres.

The Petitioner (record owner) of the Property is:

Darin Moore

Signature of Petitioner: _____

[Darin D. Moore, an unmarried man]

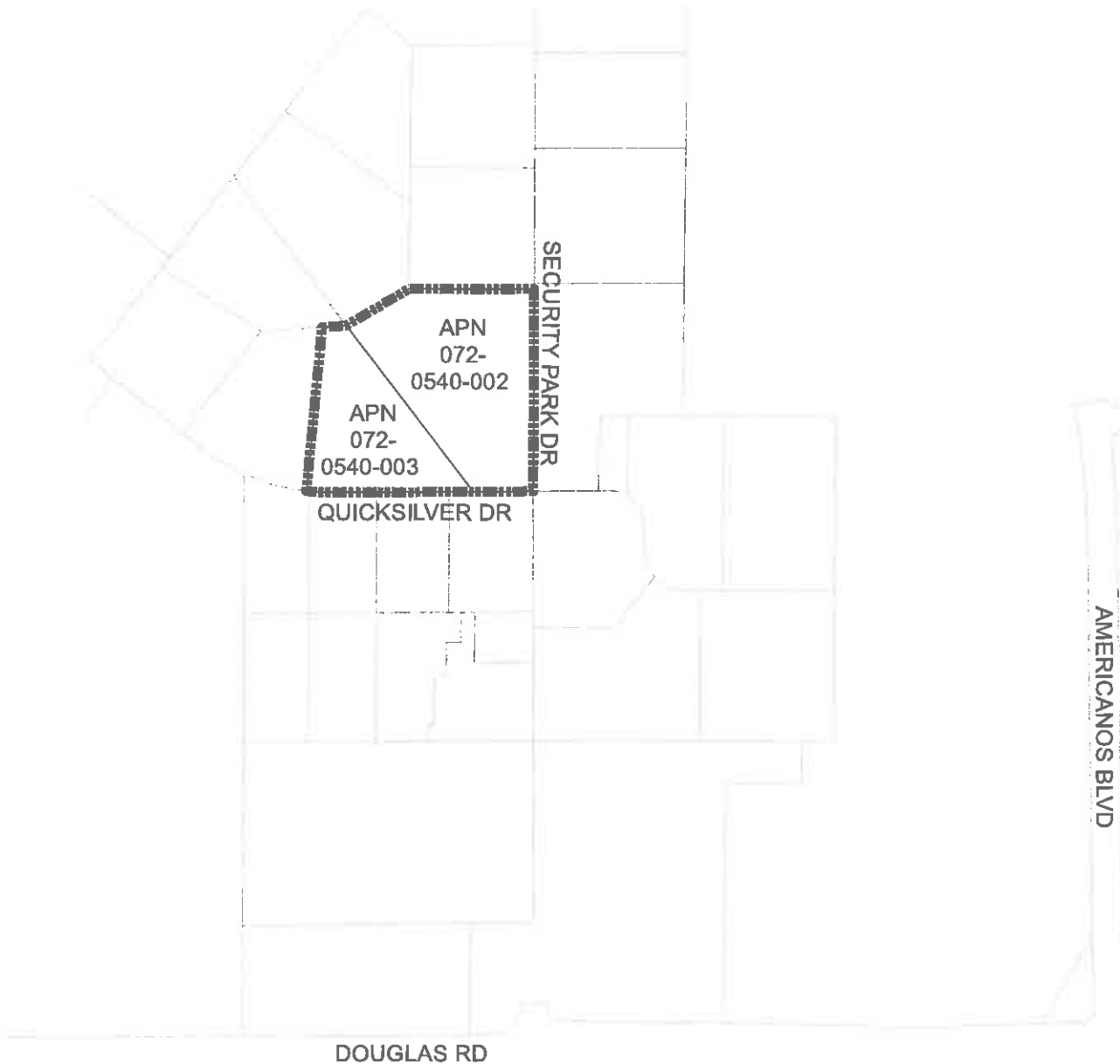
Date: 7/26/2022

The address to which the ballots for the CFD elections are to be sent:

**PO BOX 1657
Rancho CORDOVA. CA 95741**

EXHIBIT A

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 30
RANCHO CORDOVA STORAGE PROJECT

**Legend**

-  Annexation Boundary
-  Parcel Boundary

MEMORANDUM



ITEM 16.4.

DATE: January 17, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONSTRUCTION CONTRACT AMENDMENT 2021-75-11 WITH TEICHERT CONSTRUCTION TO INCREASE THE CONTRACT AMOUNT FROM \$11,949,145.95 TO AN AMOUNT NOT TO EXCEED \$12,440,317.95 FOR THE CONSTRUCTION OF WHITE ROCK ROAD - FITZGERALD ROAD TO 0.5 MILE EAST OF RANCHO CORDOVA PARKWAY PROJECT**

RECOMMENDATION

Adopt the Resolution

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Construction Contract Amendment No. 2021-75-11 with Teichert Construction increasing the contract amount from \$11,949,145.95 to an amount not to exceed \$12,440,317.95 for the construction of White Rock Road - Fitzgerald Road to 0.5 Mile East of Rancho Cordova Parkway Project. The City will be reimbursed for this contract increase by a separate agreement with the Sacramento County Water Agency.

BACKGROUND

The White Rock Road - Fitzgerald Road to 0.5 Mile East of Rancho Cordova Parkway Project is part of an innovative planning effort to alleviate regional congestion, improve roadway safety, nurture economic development, and promote the livability and quality of life in Rancho Cordova and the greater Sacramento region.

Prior to the project, White Rock Road was in very poor condition, which impeded safe and efficient transportation, freight movement, and economic growth. This project improved approximately 1.3 mile of undivided 2-lane rural road by replacing a deteriorating segment of roadway, realigning and widening the road from two to four travel lanes to add capacity, add bike lanes, median landscaping, drainage facilities, traffic signals and new water system improvements that were coordinated with the Sacramento County Water Agency. The project is nearly complete, with the energization of the Macal Drive signal being the remaining activity for the project.

The City Council awarded the construction contract on May 17, 2021 to Teichert Construction in the amount of \$11,067,288.00 with construction beginning in July 2021. Per Rancho Cordova Municipal Code, Section 3.60.110 C, the City Manager is given the authority to approve change orders up to 10% of the contract value. Since approval of the contract in May 2021, there have been 10 administrative change orders having a value of \$881,857.95, increasing the total contract amount to \$11,949,145.95.

Change Order No 11 is valued at an amount of \$491,172.00, which exceeds the City Manager's signing authority, thus requiring Council Approval. This change order represents reimbursable construction items related to the Sacramento County Water Agency's scope of work which include but not limited to: 1) adjustments resulting from conflicts between the waterline and asbestos cement pipe, fiber optic lines, gas lines & storm drain lines, 2) over excavation due to unsuitable native material 3) modifications to waterline tie in connection points and 4) final waterline material quantities.

These items have been coordinated with the water agency and are addressed in the executed contract (No. 2021-86), entitled "Reimbursement Agreement between the Sacramento County Water Agency and the City of Rancho Cordova regarding the White Rock Road Widening: Fitzgerald Road to 0.5 mile east of Rancho Cordova Parkway Project".

FISCAL IMPACT AND FUNDING SOURCE

Change Order No. 11 is a reimbursable amount to the City under the executed reimbursement agreement between the City and the Sacramento County Water Agency.

Funding for this project consists of \$8,500,000 Federal Grants, Sacramento County Water Agency Reimbursement, Developer Contribution and Traffic Impact Mitigation Fees. There is no impact to the City's General Fund.

This project is included in the City's current approved Capital Improvement Plan and in the 2021/22 - 2022/2023 budget.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2021-75-11

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2021-75-11 INCREASING THE CONTRACT AMOUNT FROM \$11,949,145.95 TO AN AMOUNT NOT TO EXCEED \$12,440,317.95 WITH TEICHERT CONSTRUCTION FOR THE WHITE ROCK ROAD - FITZGERALD ROAD TO 0.5 MILE EAST OF RANCHO CORDOVA PARKWAY PROJECT

WHEREAS, the City solicited bids for the White Rock Road - Fitzgerald Road to 0.5 Mile East of Rancho Cordova Parkway Project under the requirements of state law and publicly opened bids on April 29, 2021; and

WHEREAS, on May 17, 2021 the City Council awarded construction contract no. 2021-75 to Teichert Construction in the amount of \$11,067,288.00; and

WHEREAS, this Project replaces a deteriorating segment of roadway, realigns and widens the roadway from two to four lanes, adds bike lanes, median landscaping, drainage facilities, traffic signals and waterline facilities; and

WHEREAS, under Rancho Cordova Municipal Code, Section 3.60.110 C, the City has processed change orders 1 through 10, increasing the contract by \$881,857.95; and

WHEREAS, Change Order No 11 in the amount of \$491,172.00 exceeds the City Manager's signing authority to approve; and

WHEREAS, This change order represents reimbursable construction items related to the Sacramento County Water Agency's scope of work which include but not limited to: 1) adjustments resulting from conflicts between the waterline and asbestos cement pipe, fiber optic lines, gas lines & storm drain lines, 2) over excavation due to unsuitable native material 3) modifications to waterline tie in connection points and 4) final waterline material quantities; and

WHEREAS, the City and the Sacramento County Water Agency executed a reimbursement agreement, Contract No. 2021-86, addressing the waterline scope of work and associated reimbursement costs; and

WHEREAS, this Project was reviewed under the requirements of the California Environmental Quality Act and National Environmental Policy Act and an Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact and Section 4(f) Evaluation was approved in January 2016 and re-validated in September 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute contract amendment no 2021-75-11 in an amount of \$491,172.00 with Teichert Construction, increasing the contract amount from \$11,949,145.95 to an amount not to exceed \$12,440,317.95 for the construction of the White Rock Road - Fitzgerald Road to 0.5 Mile East of Rancho Cordova Parkway Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th

ITEM 16.4.

ATTACHMENT 1

day of January 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Linda Budge, Mayor

Project Name:
**WHITE ROCK ROAD
 IMPROVEMENTS PHASE 1**

CITY OF RANCHO CORDOVA
Contract Change Order No. 11

Sheet 1 of 18
 City Contract No. 2021-75

To: **Teichert Construction**. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

- | | | |
|---|-----------------|--------------------|
| 1. PCO#25 – Waterline conflicts with proposed storm drain – Contractor incurred additional costs associated with existing water line and new storm drain construction. Costs included additional shoring and loss of production. Payment for this work is at Agreed Lump Sum. | Increase | \$14,000.00 |
| 2. PCO#25 – Waterline conflicts with existing ACP - Station 153+28. In accordance with RFI #40 response, Contractor directed to place slurry backfill. See Attachment #1 for revised plan sheets. Payment for this work shall be at Agreed Lump Sum. | Increase | \$5,225.00 |
| 3. PCO #25 – Waterline conflicts with existing ACP and Fiber Optic utility – In accordance with RFI#45 response, Contractor directed to realign waterline to avoid conflicts with existing ACP and fiber optic utility. Contractor incurred costs for loss of production, additional materials, shoring, re-staking. See Attachment No. 1 for revised plan sheets. Payment for this work shall be at Agreed Lump Sum. | Increase | \$89,232.00 |
| 4. PCO#25 – Waterline conflicts – Station 177+84. In accordance with RFI#49 response, Contractor directed to realign waterline to avoid conflict with new gas line. Contractor incurred additional costs for loss of production, materials, re-staking. See Attachment No. 1 for revised plan sheets. Payment for this work shall be at Agreed Lump Sum. | Increase | \$18,337.00 |
| 5. PCO#25 – Waterline conflicts Station 122+18. In accordance with RFI#52 response, Contractor directed to realign waterline to avoid conflict with existing 16" ACP. Contractor incurred additional costs for loss of production, shoring, re-staking. See Attachment No. 1 for revised plan sheets. Payment for this work shall be at Agreed Lump Sum. | Increase | \$5,366.00 |
| 6. PCO#25 – State Waiver Re-Verifications. Contractor directed by CMID inspector to re- expose and backfill numerous storm drain and watermain crossing locations in order for CMID inspector to obtain photographic and document that the waterline and storm drain have been installed per plan and in accordance with the State Waiver requirements. Payment for work at Agreed Lump Sum. | Increase | \$18,000.00 |
| 7. PCO#28 – Unsuitable Waterline Trench and Differing Site Conditions Station 175+00 – Contractor encountered excessive surface water and unsuitable trench bottom and was directed to over-excavate and place crushed rock and filter fabric in accordance with County Specifications. Contractor incurred costs including loss of production, equipment rental Payment for this work shall be at Agreed Lump Sum. | Increase | \$34,000.00 |
| 8. PCO#29 – Waterline installation acceleration – City directed contractor to accelerate and work overtime due to the many waterline revisions in order to maintain schedule to open White Rock Road. Payment for this work shall be at Agreed Lump Sum. | Increase | \$56,400.00 |
| 9. PCO#34 – Fire Hydrant Relocate – Station 137+00 – Contractor directed to relocate fire hydrant to behind sidewalk instead of in the middle of the recently constructed sidewalk from RDO project. Payment for this work shall be at Agreed Lump Sum. | Increase | \$13,660.00 |
| 10. PCO#47 – Water conflict – Collector A – Contractor encountered conflict with existing 16" water main and fiber optic utility at Collector A. Contractor incurred additional costs to realign new water main. Payment for this work shall be at Agreed Lump Sum. | Increase | \$18,180.00 |
| 11. PCO#40 – Luyung Water Tie-in – Contractor directed by CMID to re-do the 12" water tie-in at Luyung to remove the vertical 90deg. fittings and install 22.5 deg fittings to increase the restrained length. Payment for this work shall be at the Agreed Lump Sum. | Increase | \$23,037.00 |
| 12. Non-compensable time extension – City agrees to grant time extension of 35 working days for all waterline revisions and extra work. | | |

SUBTOTAL \$295,437.00

ITEM 16.4.**ATTACHMENT 2**

Project Name:
**WHITE ROCK ROAD
IMPROVEMENTS PHASE 1**

CITY OF RANCHO CORDOVA
Contract Change Order No. 11

Sheet 2 of 18
City Contract No. 2021-75

To: **Teichert Construction**. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

Adjustment of Bid Item Quantities at Contract Unit Price

11. PCO#15 - The contract quantities shall be adjusted as detailed in the table below due to plan revisions and actual field measurements. See Attachment No. 1 for revised plan sheets.

INCREASE: \$195,735.00

Bid Item	Description	Quantity	Unit	Unit Price	Amount
66	Install 8" DIP (Restrained)	-2	LF	\$120.00	-\$240.00
67	Install 10" DIP (Restrained)	-8	LF	\$110.00	-\$880.00
68	Install 12" DIP	-178	LF	\$80.00	-\$14,240.00
69	Install 12" DIP (Restrained)	52	LF	\$200.00	\$10,400.00
70	Install 16" DIP	90	LF	\$115.00	\$10,350.00
71	Install 16" DIP (Restrained)	44	LF	\$250.00	\$22,500.00
72	Install 24" DIP	-429	LF	\$145.00	-\$62,205.00
73	Install 24" DIP (Restrained)	524	LF	\$425.00	\$222,700.00
74	Install 30" DIP	-48	LF	\$675.00	-\$32,400.00
76	Install 12" Butterfly Valve	-1	EA	\$5,500.00	\$5,500.00
77	Install 16" Butterfly Valve	-1	EA	\$8,900.00	-\$8,900.00
78	Install 24" Butterfly Valve	1	EA	\$20,000.00	\$20,000.00
80	Install 4" In-Line Blow Off Assembly	1	EA	\$7,300.00	\$7,300.00
89	Tie-in to Existing Pipelines	1	EA	\$8,000.00	\$8,000.00
117 (new)	Material increase due to revisions	1	LS	\$7,850.00	\$7,850.00
					\$195,735.00

ITEM 16.4.**ATTACHMENT 2**

Project Name:
**WHITE ROCK ROAD
 IMPROVEMENTS PHASE 1**

CITY OF RANCHO CORDOVA
Contract Change Order No. 11

Sheet 3 of 18
 City Contract No. 2021-75

To: **Teichert Construction**. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

**Authority: 65-2021
 Contract Summation:**

**Total Cost of
 Change: \$491,172.00**

Original Contract:	\$11,067,288.00	Total Change Orders:	\$1,373,029.95	New Contract Cost Total:	\$12,440,317.95
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By reason of this order the time of completion will be adjusted as follows: **35 working days**

Submitted by: _____	Construction Manager/ Resident Engineer City of Rancho Cordova	Date: _____
Recommend Approval by: _____	Project Manager City of Rancho Cordova	Date: _____
Approved by: _____	Public Works Director City of Rancho Cordova	Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.

Acceptance Date: _____	12/7/2022	Contractor: _____	Teichert Construction
By: _____		Title: _____	Trace McCown - Project Manager

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original to: *Contractor City Clerk*

Copies to: *Resident Engineer City Project Manager*

_____ City Manager or Designee City of Rancho Cordova	_____ Date
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ALL WATERLINE FITTINGS SHALL BE RESTRAINED BY THRUST BLOCKS AND/OR APPROVED JOINT RESTRAINING DEVICES AS SHOWN ON THESE PLANS OR REFER TO THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DETAIL 8-3A, 8-3B AND 8-10 AND THE SACRAMENTO COUNTY WATER AGENCY WATER NOTES 18 AND 19

- (W1) CUT-IN TO EXISTING 12" WATER MAIN AND REMOVE 30 FEET TO THE WEST FROM THE POINT OF CONNECTION. CONNECT TO EXISTING 12" WATER MAIN. SEE CONNECTION DETAIL ON SHEET W-12 DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CWD TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION INSTALL A 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY REDUCED PRESSURE BACKFLOW PREVENTER JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF.

(W2) INSTALL BUTTERFLY VALVE WITH ACTUATOR VALVE LOCATED AS NEAR AS POSSIBLE TO LANE LINES OR CENTER OF LANES

(W3) INSTALL 45" FITTING PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-3A

(W4) INSTALL FIRE HYDRANT ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-2A, 8-3A, AND DETAIL 8-3B (ON SHEET W-2)

(W5) WHERE WATER MAIN CROSSES STORM DRAIN, RECYCLED WATER OR SEWER, A FULL LENGTH STICK OF WATER MAIN PIPE SHALL BE CENTERED ON THE CROSSING SO THAT THE WATER PIPE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE

(W6) INSTALL 4" IN-LINE BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-13C

(W7) POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2)

(W8) INSTALL 2" COMBINATION AIR/VACUUM RELEASE VALVE IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-14B

(W9) INSTALL TEMPORARY 4" BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-12B ON SHEET W-2

(W10) CUT-IN TO EXISTING 16" WATER MAIN AND REMOVE 15 FEET TO THE EAST FROM THE POINT OF CONNECTION. CONNECT TO EXISTING 16" WATER MAIN. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CWD TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION, INSTALL A 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY RBPB JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF

(W11) PROTECT IN PLACE EXISTING 12" WATER MAIN WHERE NEW PAVEMENT IS GOING TO BE INSTALLED

(W12) REMOVE 12" BVF AND CONNECT TO EXISTING 12" WATER MAIN. SEE CONNECTION DETAIL ON SHEET W-12. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CWD TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION INSTALL A 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY REDUCED PRESSURE BACKFLOW PREVENTER JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF.

(W13) INSTALL LOCATING WIRE STATION IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-4B

(W14) INSTALL 1" COMBINATION AIR/VACUUM RELEASE VALVE IN ACCORDANCE WITH COUNTY OF SACRAMENTO SPECIFICATION DETAIL 8-14A

(W15) INSTALL 6" WATER SERVICE AND CONNECT TO EXISTING 6" WATER SERVICE SEE DETAIL ON SHEET W-12

(W16) INSTALL TEMPORARY 8" BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-12C ON SHEET W-1

(W17) INSTALL TEMPORARY 6" BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-12B ON SHEET W-2

(W18) INSTALL 1.5" IRRIGATION WATER SERVICE WITH 1.5" WATER METER SENSUS OMNI C² TR/PL IN ACCORDANCE WITH THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-6B, AND 1.5" DOHS APPROVED RP BACKFLOW PREVENTER DEVICE PER THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-8A.

(W19) CONTROL LOW STRENGTH MATERIAL (CLSM) SHALL BE PLACED IN THE TRENCH FROM THE TOP OF THE EXISTING 16" PIPE TO THE SPRINGLINE OF THE NEW 24" PIPE (VERTICALLY) AND 3' FEET OF EACH SIDE OF THE CENTER OF THE CROSSING (HORIZONTALLY). CLSM SHALL BE INSTALLED PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS SECTION 50-15.02

- V1 COUNTY STAFF (CMID) SHALL VERIFY MINIMUM VERTICAL 12" SEPERATION BETWEEN THE OUTSIDE WALLS OF WATER MAIN AND STORM DRAIN OR WATER MAIN AND SEWER AT LOCATION OF CROSSING. THE CROSSING SHALL BE INSTALLED IN ACCORDANCE WITH WAIVER LETTER FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF DRINKING WATER DATED 02/18/2021. THE STORM DRAIN PIPE TYPE SPECIFIED ON THE PLANS SHALL NOT BE ALTERED UNLESS APPROVED BY SCWA. CMID STAFF SHALL BE GIVEN NOTICE AND ALLOWED TO INSPECT PRIOR TO BACKFILLING
- V2 COUNTY STAFF (CMID) SHALL VERIFY THE WATER MAIN AND STORM DRAIN OR WATER MAIN AND SEWER HAVE BEEN INSTALLED IN ACCORDANCE WITH THE WAIVER CONDITIONS SPECIFIED IN THE LETTER FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF DRINKING WATER DATED 02/18/2021. THE STORM DRAIN PIPE AND SEWER PIPE SHALL NOT BE ALTERED FOR THE TYPE SHOWN ON THE PLANS FOR THE ENTIRE LENGTH THAT DOES NOT COMPLY WITH THE REQUIREMENTS FOR THE WATER MAIN TO BE 1' VERTICALLY ABOVE THE STORM DRAIN AND SEWER AS MEASURED FROM THE OUTSIDE OF EACH PIPE UNLESS APPROVED BY SCWA. CMID STAFF SHALL BE GIVEN NOTICE AND ALLOWED TO INSPECT PRIOR TO BACKFILLING

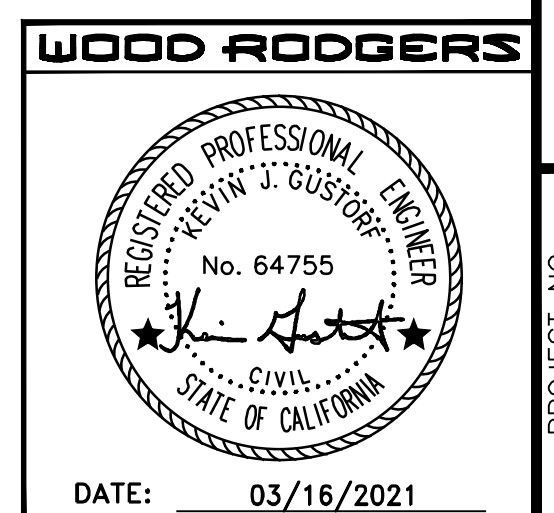
SCWA WATER FLUSHING NOTES:

RANCHO CORDOVA AND UNINCORPORATED COUNTY OF SACRAMENTO
POTABLE WATER FOR HIGH VELOCITY FLUSH 3FT/SEC MAY BE FLUSHED INTO THE STORM
DRAIN PROVIDING THE FOLLOWING MEASURES ARE ADHERED TO;
THE DEVELOPER/CONTRACTOR OSP MUST BE ONSITE MONITORING THE DISCHARGE FOR;
1. RESIDUAL CHLORINE IS FIELD MEASURED AT <0.019 mg/L
2. TURBIDITY MUST NOT EXCEED 100 NTU; OR, MUST BE LESS THAN THAT WHICH IS
MEASURED IN THE RECEIVING WATER + 20% AND,
3. pH IS NO LESS THAN 6.5 NOR GREATER THAN 8.5

NOTE: IF THE VOLUME OF THE DISCHARGE IS GREATER THAN 325,850 GALLONS THE CONTRACTOR MUST PROVIDE WRITTEN DOCUMENTATION OF THE AFOREMENTIONED MEASUREMENTS.

NOTE: IF WORKING WITHIN THE CITY OF ELK GROVE, OR CITY OF RANCHO CORDOVA, THE CONTRACTOR'S FLUSHING PLAN MUST BE REVIEWED AND APPROVED BY THE CITY PRIOR TO DISCHARGING. THE CONTRACTOR'S FLUSHING PLAN AND ACTIVITIES SHALL CONFORM TO ALL APPLICABLE CITY STANDARDS AND FLUSHING REQUIREMENTS, WHICH MAY EXCEED THE COUNTY'S REQUIREMENTS LISTED HEREIN.

- CHLORINATED WATER ASSOCIATED WITH DISINFECTION HAS ANY OF THREE (3) OPTIONS:
- a. DISCHARGE TO SANITARY SEWER - CONTRACTOR MUST OBTAIN A SEWER DISCHARGE PERMIT FROM SASSD - CONTRACT EITHER SABINA RYNAS (916) 876-6522 OR LINDA STEVENS (916) 876-5287
 - b. DE-CHLORINATE AND DISCHARGE TO LAND - RESIDUAL CHLORINE MUST BE FIELD MEASURED AT <0.019 mg/L;
 - c. DE-CHLORINATE AND PETITION THE REGIONAL WATER BOARD FOR EITHER A LOW THREAT PERMIT OR A WAIVER THERETO



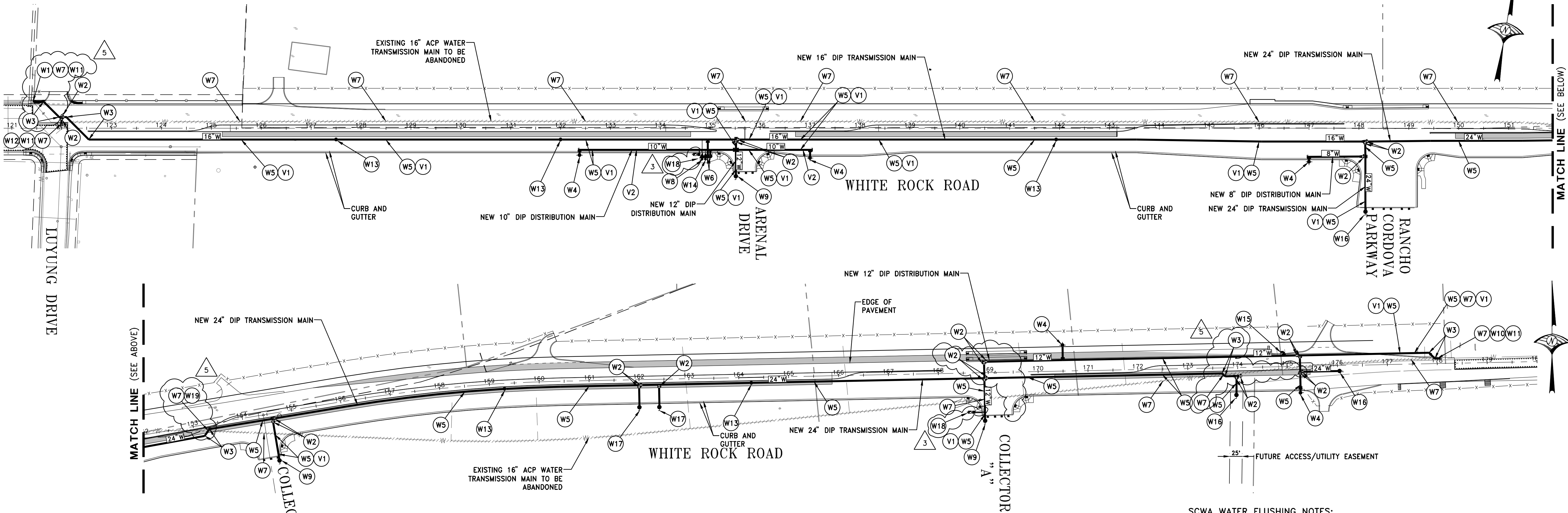
PROJECT NO. 8470019	W-1	IMPROVEMENT PLANS FOR	
W-3			
SHEET 36 OF 77			
WHITE ROCK ROAD WIDENING		FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY	
OVERALL WATER SITE PLAN		CITY OF RANCHO CORDOVA CALIFORNIA	



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 O ST., BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

DATE:	MARCH 2021
SCALE:	H: 1"=100' V:N/A
DRAWN BY:	DVD
DESIGNED BY:	DVD
CHECKED BY:	KJG

No.	Description	Engr	Date
1	APPENDIX 2 - 16" LATERALS AND TEMPORARY BLOW OFF VALVES	ENGR	INIT
3	FUTURE LANDSCAPE IRRIGATION CONNECTIONS	DVD	
4	ECCOCLUTCHES PER MAIN STUD	DVD	
5	PROFILE UPDATES PER PORTHOLE DATA	DVD	



WATER CONSTRUCTION NOTES:

- ALL WATERLINE FITTINGS SHALL BE RESTRAINED BY THRUST BLOCKS AND/OR APPROVED JOINT RESTRAINING DEVICES AS SHOWN ON THESE PLANS OR REFER TO THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DETAIL 8-3A, 8-3B AND 8-10 AND THE SACRAMENTO COUNTY WATER AGENCY WATER NOTES 18 AND 19
- W1 CUT-IN TO EXISTING 12" WATER MAIN. CONNECT TO EXISTING 12" WATER MAIN. SEE CONNECTION DETAIL ON SHEET W-12. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CMID TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION INSTALL A 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY REDUCED PRESSURE BACKFLOW PREVENTER JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF.
- W2 INSTALL BUTTERFLY VALVE WITH ACTUATOR VALVE LOCATED AS NEAR AS POSSIBLE TO LANE LINES OR CENTER OF LANES
- W3 INSTALL 45° FITTING PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-3A
- W4 INSTALL FIRE HYDRANT ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-2A, 8-3A, AND DETAIL 8-3B (ON SHEET W-2)
- W5 WHERE WATER MAIN CROSSES STORM DRAIN, RECYCLED WATER OR SEWER, A FULL LENGTH STICK OF WATER MAIN PIPE SHALL BE CENTERED ON THE CROSSING SO THAT THE WATER PIPE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE
- W6 INSTALL 4" IN-LINE BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-13C
- W7 POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2)
- W8 INSTALL 2" COMBINATION AIR/VACUUM RELEASE VALVE IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-14B
- W9 INSTALL TEMPORARY 4" BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-12B ON SHEET W-2
- W10 CUT-IN TO EXISTING 16" WATER MAIN AND REMOVE 15 FEET TO THE EAST FROM THE POINT OF CONNECTION. CONNECT TO EXISTING 16" WATER MAIN. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CMID TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION, INSTALL A 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY RPPB JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF

- W11 PROTECT IN PLACE EXISTING 12" WATER MAIN WHERE NEW PAVEMENT IS GOING TO BE INSTALLED
- W12 REMOVE 12" 8FV AND CONNECT TO EXSTING 12" WATER MAIN. SEE CONNECTION DETAIL ON SHEET W-12. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CMID TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION INSTALL A 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY REDUCED PRESSURE BACKFLOW PREVENTER JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF.
- W13 INSTALL LOCATING WIRE STATION IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-4B
- W14 INSTALL 1" COMBINATION AIR/VACUUM RELEASE VALVE IN ACCORDANCE WITH COUNTY OF SACRAMENTO SPECIFICATION DETAIL 8-14A
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SCWA WATER FLUSHING NOTES:

RANCHO CORDOVA AND UNINCORPORATED COUNTY OF SACRAMENTO POTABLE WATER FOR HIGH VELOCITY FLUSH 3FT/SEC MAY BE FLUSHED INTO THE STORM DRAIN PROVIDING THE FOLLOWING MEASURES ARE ADHERED TO; THE DEVELOPER/CONTRACTOR QSP MUST BE ONSITE MONITORING THE DISCHARGE FOR;

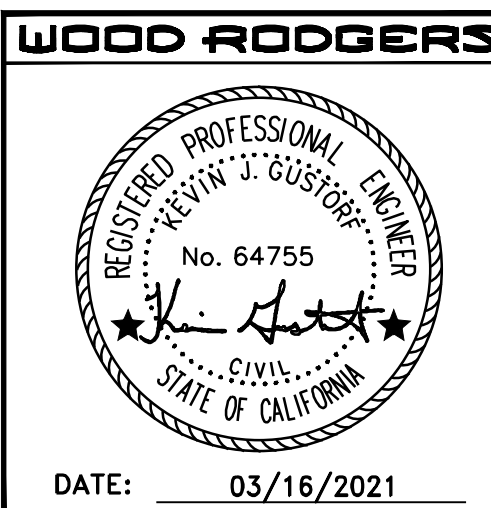
1. RESIDUAL CHLORINE IS FIELD MEASURED AT <0.019 mg/L
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DATE: 03/16/2021

1		ADDENDUM 2 - 16" LATERALS AND TEMPORARY	DVD
3		BLOW OFF VALVES	DVD
3		FUTURE LANDSCAPE IRRIGATION CONNECTIONS	DVD
4		RELOCATION OF WATER MAIN STUB	DVD
5		PROFILE UPDATES PER POTHOLE DATA	DVD
NO.		DESCRIPTION	ENGR. BY: DATE: COUNTY APPROVED:
NO.		DESCRIPTION	ENGR. BY: DATE: COUNTY APPROVED:

WOOD RODGERS

3301 C ST., BLDG. 100-B SACRAMENTO, CA 95816

TEL 916.341.7760 FAX 916.341.7767

IMPROVEMENT PLANS FOR

WHITE ROCK ROAD WIDENING

FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY

OVERALL WATER SITE PLAN

CITY OF RANCHO CORDOVA

PROJECT NO. 8470.019

W-3

SHEET 36 OF 77

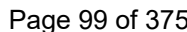
REGISTERED PROFESSIONAL ENGINEER

No. 64755

STEVEN J. GUSTAFSON

STATE OF CALIFORNIA

DATE: 03/16/2021



WATER CONSTRUCTION NOTES:

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(W1) CUT-IN TO EXISTING 12" WATER MAIN. CONNECT TO EXISTING 12" WATER MAIN. SEE CONNECTION DETAIL 1 ON SHEET W-12 TO THE 12" WATER MAIN. NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CMID TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION INSTALL AN 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY REDUCED PRESSURE BACKFLOW PREVENTER JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF.

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- (W3) INSTALL 45° FITTING PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-3A
- (W5) WHERE WATER MAIN CROSSES STORM DRAIN, RECYCLED WATER OR SEWER, A FULL LENGTH STICK OF WATER MAIN PIPE SHALL BE CENTERED ON THE CROSSING SO THAT THE WATER PIPE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE
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CONTRACT CHANGE ORDER NO. 11 - ATTACHMENT NO. 1

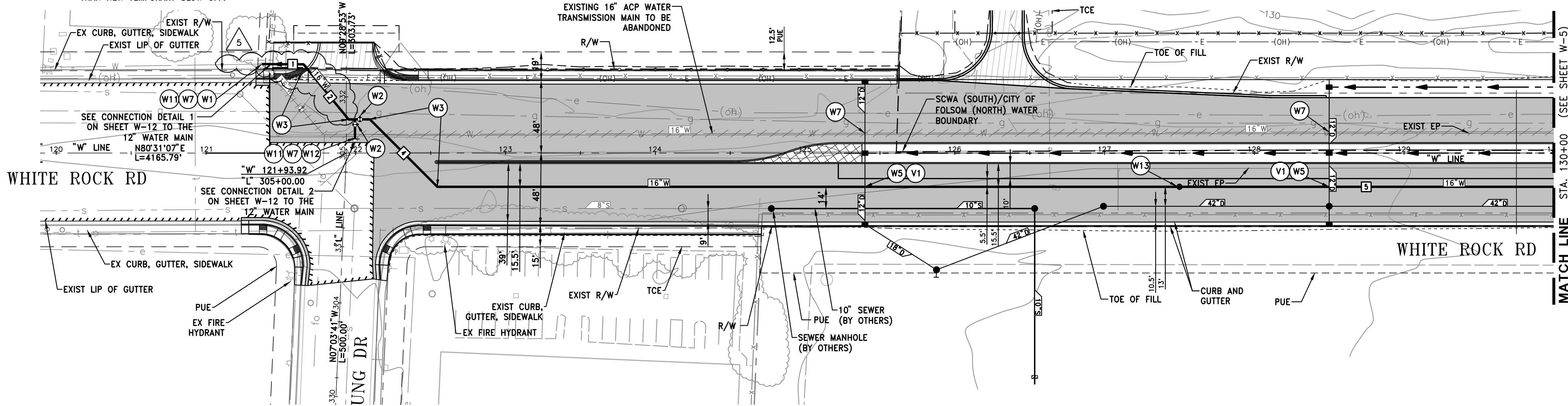
- (W11) PROTECT IN PLACE EXISTING 12" WATER MAIN WHERE NEW PAVEMENT IS GOING TO BE INSTALLED DURING CONSTRUCTION
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- (W13) INSTALL LOCATING WIRE STATION IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-4B

Sheet 7 of 18

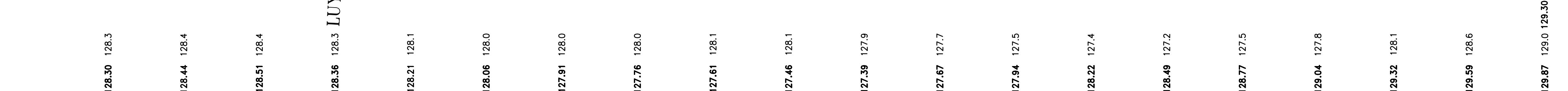
LEGEND

- DRIVEWAY PAVEMENT
- 2" (MIN) COLD PLANE AND OVERLAY
- NEW PAVEMENT
- STAMPED AND COLORED PCC

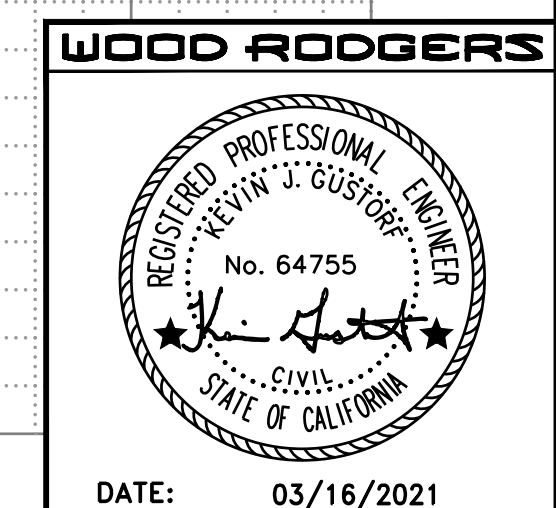
WATER PIPE DATA			
#	BEARING	DISTANCE	SIZE
1	N80°30'04"E	21.23'	16"
2	N53°55'31"W	44.28'	16"
3	N80°22'56"E	14.23'	16"
4	N54°28'53"W	63.62'	16"
5	N80°31'07"E	1297.08'	16"



PROP. SL FL
EXIST @ GRADES
PROP. @ GRADES



THIS PLAN ACCURATE FOR WATER CONSTRUCTION ONLY



DATE: MARCH 2021
SCALE: H: 1"=40' V: 1"=4'
DRAWN BY: DVD
DESIGNED BY: DVD
CHECKED BY: K.G

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST., BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

IMPROVEMENT PLANS FOR
WHITE ROCK ROAD WIDENING
FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY
WATER PLAN AND PROFILE
CITY OF RANCHO CORDOVA
CALIFORNIA

PROJECT NO.
8470.019
W-4
SHEET **37** OF **77**

WATER CONSTRUCTION NOTES:

ALL WATERLINE FITTINGS SHALL BE RESTRAINED BY THRUST BLOCKS AND/OR APPROVED JOINT RESTRAINING DEVICES AS SHOWN ON THESE PLANS OR REFER TO THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DETAIL 8-3A, 8-3B AND 8-10 AND THE SACRAMENTO COUNTY WATER AGENCY WATER NOTES 18 AND 19

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- W2 INSTALL BUTTERFLY VALVE WITH ACTUATOR VALVE LOCATED AS NEAR AS POSSIBLE TO LANE LINES OR CENTER OF LANES
- W3 INSTALL 45° FITTING PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-3A
- W5 WHERE WATER MAIN CROSSES STORM DRAIN, RECYCLED WATER OR SEWER, A FULL LENGTH STICK OF WATER MAIN PIPE SHALL BE CENTERED ON THE CROSSING SO THAT THE WATER PIPE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE
- W7 POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2)

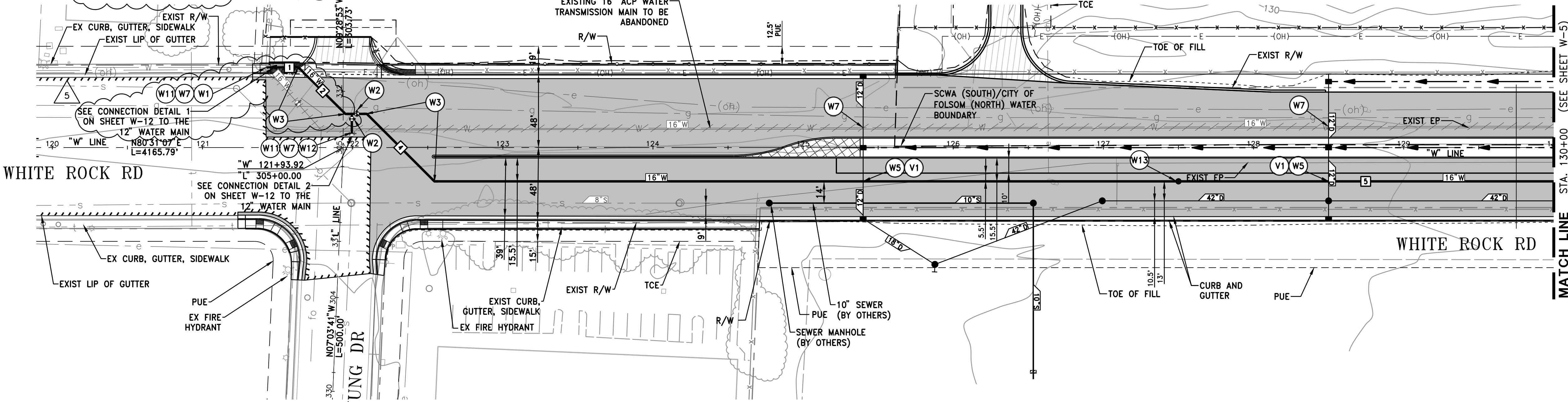
- W11 PROTECT IN PLACE EXISTING 12" WATER MAIN WHERE NEW PAVEMENT IS GOING TO BE INSTALLED DURING CONSTRUCTION
- W12 REMOVE 12" BFV AND CONNECT TO EXISTING 12" WATER MAIN. SEE CONNECTION DETAIL ON SHEET W-12. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CMID TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION INSTALL AN 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY REDUCED PRESSURE BACKFLOW PREVENTER JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF.
- W13 INSTALL LOCATING WIRE STATION IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-4B

- V1 COUNTY STAFF (CMID) SHALL VERIFY MINIMUM VERTICAL 12" SEPERATION BETWEEN THE OUTSIDE WALLS OF WATER MAIN AND STORM DRAIN OR WATER MAIN AND SEWER AT LOCATION OF CROSSING. THE CROSSING SHALL BE INSTALLED IN ACCORDANCE WITH WAIVER LETTER FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF DRINKING WATER DATED 02/18/2021. THE STORM DRAIN PIPE TYPE SPECIFIED ON THE PLANS SHALL NOT BE ALTERED UNLESS APPROVED BY SCWA. CMID STAFF SHALL BE GIVEN NOTICE AND ALLOWED TO INSPECT PRIOR TO BACKFILLING

LEGEND

- DRIVEWAY PAVEMENT
- 2" (MIN) COLD PLANE AND OVERLAY
- NEW PAVEMENT
- STAMPED AND COLORED PCC

WATER PIPE DATA			
#	BEARING	DISTANCE	SIZE
1	N80°30'04"E	21.23'	16"
2	N53°55'31"W	44.28'	16"
3	N80°22'56"E	14.23'	16"
4	N54°28'53"W	65.62'	16"
5	N80°31'07"E	1297.08'	16"



PROP. SL FL

EXIST. GRADES

PROP. GRADES

128.30 128.3

128.44 128.4

128.51 128.4

128.36 128.3

128.21 128.1

128.06 128.0

127.91 128.0

127.76 128.0

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127.67 127.7

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128.22 127.4

128.49 127.2

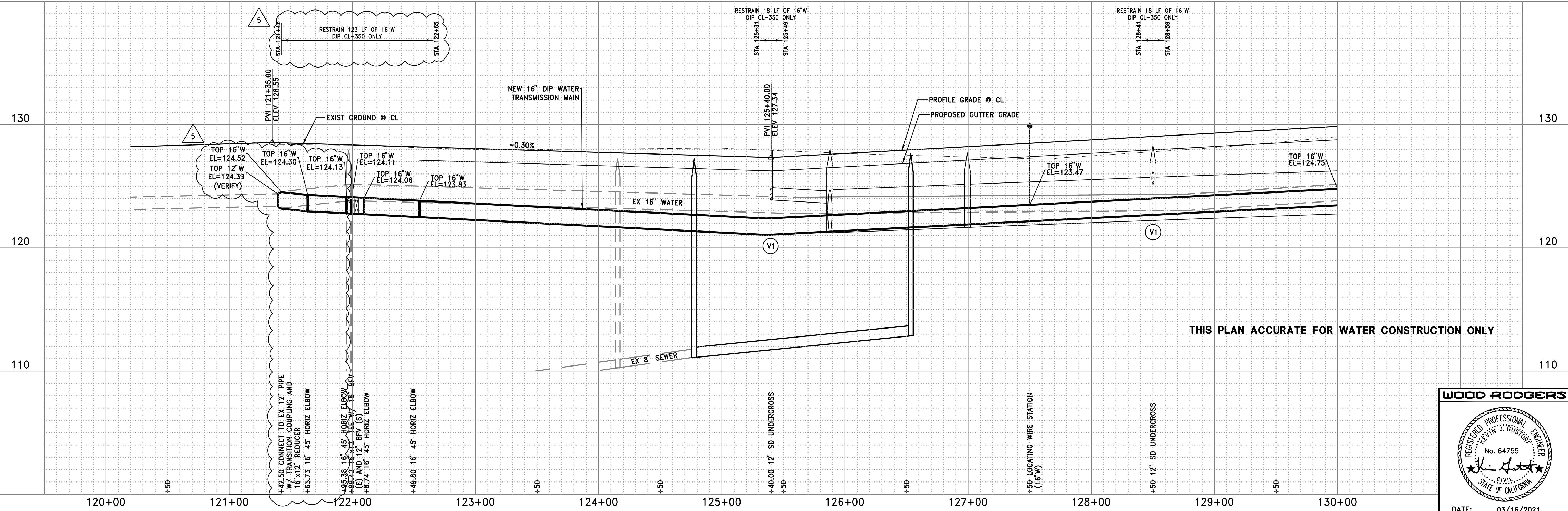
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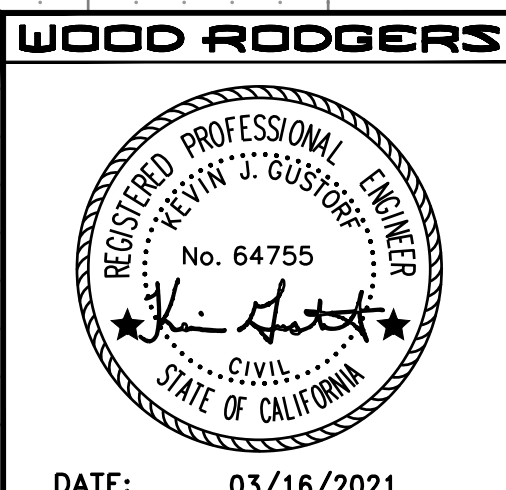
129.32 128.1

129.59 128.6

129.87 129.0



THIS PLAN ACCURATE FOR WATER CONSTRUCTION ONLY



DATE: MARCH 2021
SCALE: H: 1"=40' V: 1"=4'
DRAWN BY: DVD
DESIGNED BY: DVD
CHECKED BY: K.G

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST., BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

IMPROVEMENT PLANS FOR
WHITE ROCK ROAD WIDENING
FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY
WATER PLAN AND PROFILE
CITY OF RANCHO CORDOVA
CALIFORNIA

PROJECT NO.
8470.019

W-4

SHEET **37** OF **77**

DATE: 03/16/2021

WATER CONSTRUCTION NOTES:

ALL WATERLINE FITTINGS SHALL BE RESTRAINED BY THRUST BLOCKS AND/OR APPROVED JOINT RESTRAINING DEVICES AS SHOWN ON THESE PLANS OR REFER TO THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DETAIL 8-3A, 8-3B AND 8-10 AND THE SACRAMENTO COUNTY WATER AGENCY WATER NOTES 18 AND 19

(W1) CUT-IN TO EXISTING 12" WATER MAIN. CONNECT TO EXISTING 12" WATER MAIN. SEE CONNECTION DETAIL 1 ON SHEET W-12 TO THE 12" WATER MAIN. NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CMID TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION INSTALL AN 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY REDUCED PRESSURE BACKFLOW PREVENTER JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF.

- (W2) INSTALL BUTTERFLY VALVE WITH ACTUATOR VALVE LOCATED AS NEAR AS POSSIBLE TO LANE LINES OR CENTER OF LANES
- (W3) INSTALL 45° FITTING PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-3A
- (W5) WHERE WATER MAIN CROSSES STORM DRAIN, RECYCLED WATER OR SEWER, A FULL LENGTH STICK OF WATER MAIN PIPE SHALL BE CENTERED ON THE CROSSING SO THAT THE WATER PIPE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE
- (W7) POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2)

CONTRACT CHANGE ORDER NO. 11 - ATTACHMENT NO. 1

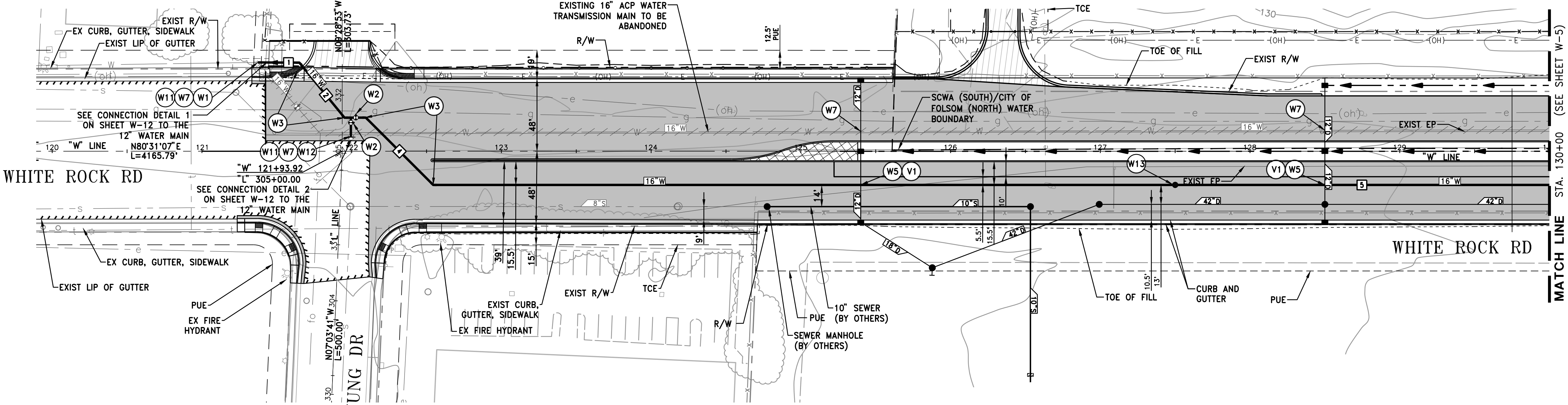
- (W11) PROTECT IN PLACE EXISTING 12" WATER MAIN WHERE NEW PAVEMENT IS GOING TO BE INSTALLED DURING CONSTRUCTION
- (W12) REMOVE 12" BFV AND CONNECT TO EXISTING 12" WATER MAIN. SEE CONNECTION DETAIL ON SHEET W-12. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CMID TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION INSTALL AN 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY REDUCED PRESSURE BACKFLOW PREVENTER JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF.
- (W13) INSTALL LOCATING WIRE STATION IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-4B

Sheet 9 of 18

- (V1) COUNTY STAFF (CMID) SHALL VERIFY MINIMUM VERTICAL 12" SEPERATION BETWEEN THE OUTSIDE WALLS OF WATER MAIN AND STORM DRAIN OR WATER MAIN AND SEWER AT LOCATION OF CROSSING. THE CROSSING SHALL BE INSTALLED IN ACCORDANCE WITH WAIVER LETTER FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF DRINKING WATER DATED 02/18/2021. THE STORM DRAIN PIPE TYPE SPECIFIED ON THE PLANS SHALL NOT BE ALTERED UNLESS APPROVED BY SCWA. CMID STAFF SHALL BE GIVEN NOTICE AND ALLOWED TO INSPECT PRIOR TO BACKFILLING

LEGEND

- DRIVEWAY PAVEMENT
- 2" (MIN) COLD PLANE AND OVERLAY
- NEW PAVEMENT
- STAMPED AND COLORED PCC

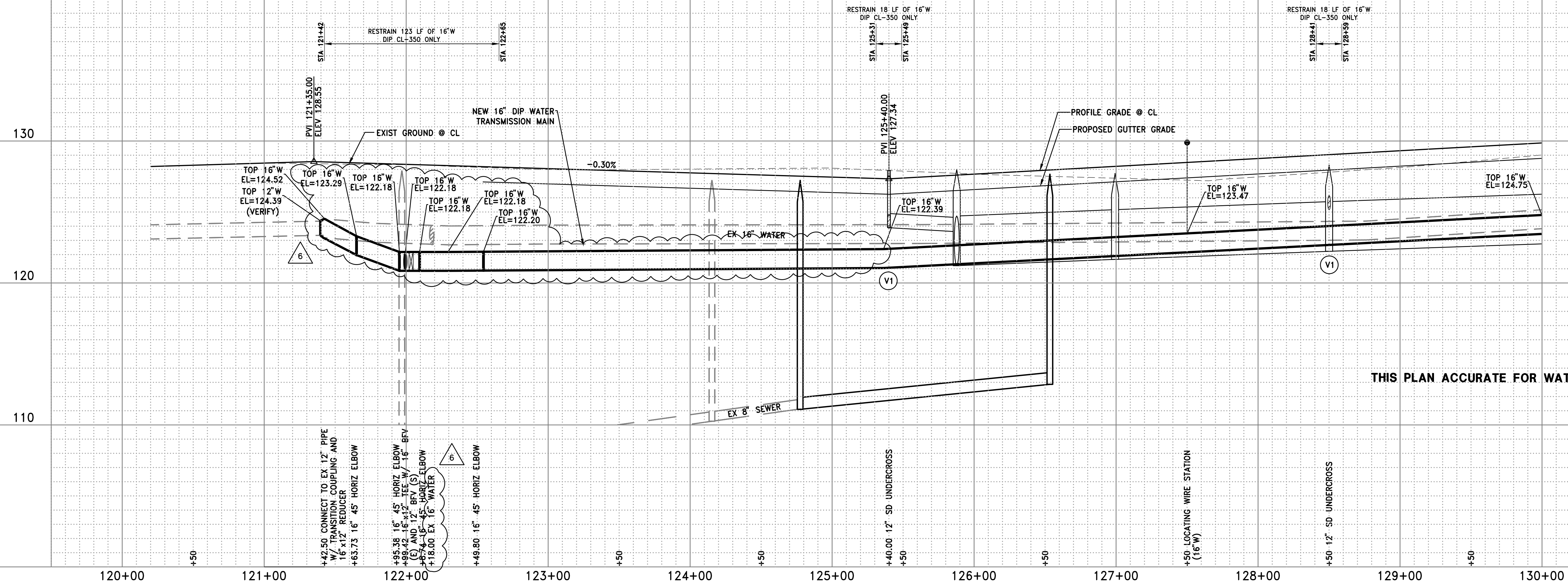


WATER PIPE DATA			
#	BEARING	DISTANCE	SIZE
1	N80°30'04"E	21.23'	16"
2	N53°55'31"W	44.28'	16"
3	N80°22'56"E	14.23'	16"
4	N54°28'53"W	63.62'	16"
5	N80°31'07"E	1297.08'	16"

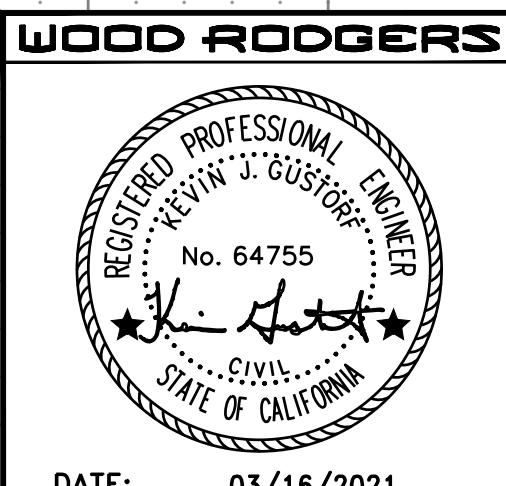
PROP. SL FL

EXIST @ GRADES

PROP. @ GRADES



THIS PLAN ACCURATE FOR WATER CONSTRUCTION ONLY



WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER

No. 64755

STATE OF CALIFORNIA

DATE: 03/16/2021

IMPROVEMENT PLANS FOR

WHITE ROCK ROAD WIDENING

FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY

WATER PLAN AND PROFILE

CITY OF RANCHO CORDOVA

CALIFORNIA

PROJECT NO. 8470.019

W-4

SHEET 37 OF 77

WATER CONSTRUCTION NOTES:

- ALL WATERLINE FITTINGS SHALL BE RESTRAINED BY THRUST BLOCKS AND/OR APPROVED JOINT RESTRAINING DEVICES AS SHOWN ON THESE PLANS OR REFER TO THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DETAIL 8-3A, 8-3B AND 8-10 AND THE SACRAMENTO COUNTY WATER AGENCY WATER NOTES 18 AND 19
- W2 INSTALL BUTTERFLY VALVE WITH ACTUATOR VALVE LOCATED AS NEAR AS POSSIBLE TO LANE LINES OR CENTER OF LANES
- W4 INSTALL FIRE HYDRANT ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-2A, 8-3A, AND DETAIL 8-3B (ON SHEET W-2)

- W5 WHERE WATER MAIN CROSSES STORM DRAIN, RECYCLED WATER OR SEWER, A FULL LENGTH STICK OF WATER MAIN PIPE SHALL BE CENTERED ON THE CROSSING SO THAT THE WATER PIPE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE
- W6 INSTALL 4" IN-LINE BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-13C
- W7 POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2)
- W8 INSTALL 2" COMBINATION AIR/VACUUM RELEASE VALVE IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-14B

CONTRACT CHANGE ORDER NO. 11 - ATTACHMENT NO. 1

- W13 INSTALL LOCATING WIRE STATION IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-4B
- W14 INSTALL 1" COMBINATION AIR/VACUUM RELEASE VALVE IN ACCORDANCE WITH COUNTY OF SACRAMENTO SPECIFICATION DETAIL 8-14A
- W18 INSTALL 1.5" IRRIGATION WATER SERVICE WITH 1.5" WATER METER SENSUS OMNI C² TR/PL IN ACCORDANCE WITH THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-6B, AND 1.5" DOHS APPROVED RP BACKFLOW PREVENTER DEVICE PER THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-8A.

Sheet 10 of 18

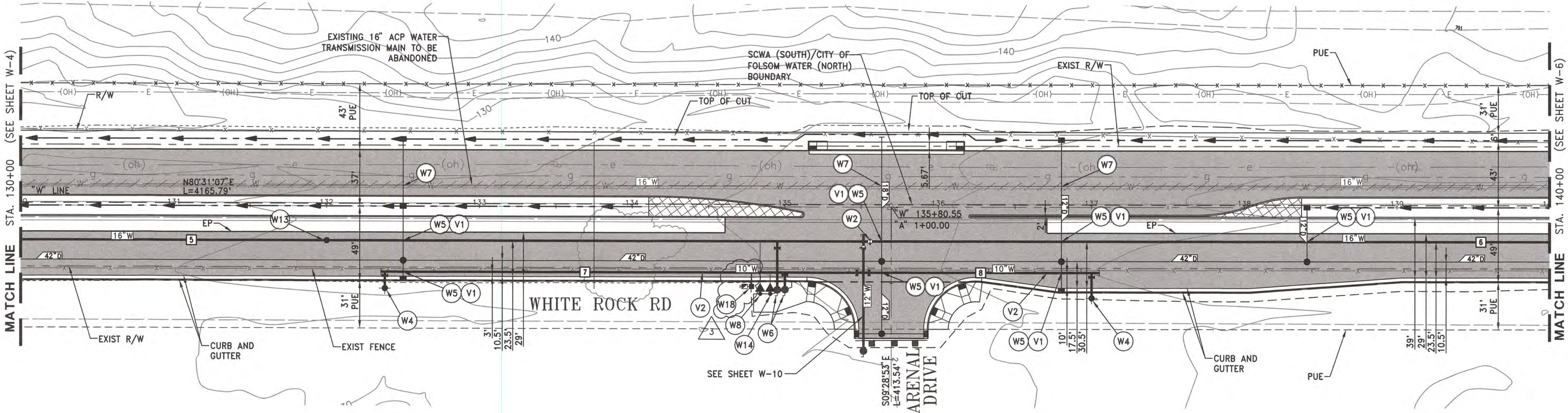
- V1 COUNTY STAFF (CMID) SHALL VERIFY MINIMUM VERTICAL 12" SEPARATION BETWEEN THE OUTSIDE WALLS OF WATER MAIN AND STORM DRAIN OR WATER MAIN AND SEWER AT LOCATION OF CROSSING. THE CROSSING SHALL BE INSTALLED IN ACCORDANCE WITH WAIVER LETTER FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF DRINKING WATER DATED 02/18/2021. THE STORM DRAIN PIPE TYPE SPECIFIED ON THE PLANS SHALL NOT BE ALTERED UNLESS APPROVED BY SCWA. CMID STAFF SHALL BE GIVEN NOTICE AND ALLOWED TO INSPECT PRIOR TO BACKFILLING

- V2 COUNTY STAFF (CMID) SHALL VERIFY THE WATER MAIN AND STORM DRAIN OR WATER MAIN AND SEWER HAVE BEEN INSTALLED IN ACCORDANCE WITH THE WAIVER CONDITIONS SPECIFIED IN THE LETTER FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF DRINKING WATER DATED 02/18/2021. THE STORM DRAIN PIPE AND SEWER PIPE SHALL NOT BE ALTERED FOR THE TYPE SHOWN ON THE PLANS FOR THE ENTIRE LENGTH THAT DOES NOT COMPLY WITH THE REQUIREMENTS FOR THE WATER MAIN TO BE 1" VERTICALLY ABOVE THE STORM DRAIN AND SEWER AS MEASURED FROM THE OUTSIDE OF EACH PIPE UNLESS APPROVED BY SCWA. CMID STAFF SHALL BE GIVEN NOTICE AND ALLOWED TO INSPECT PRIOR TO BACKFILLING

LEGEND

- NEW PAVEMENT
- STAMPED AND COLORED PCC
- DRIVEWAY PAVEMENT

WATER PIPE DATA			
#	BEARING	DISTANCE	SIZE
5	N80°31'07"E	1297.08'	16"
6	N80°31'07"E	799.11'	16"
7	N80°31'08"E	313.51'	10"
8	N80°31'07"E	148.49'	10"



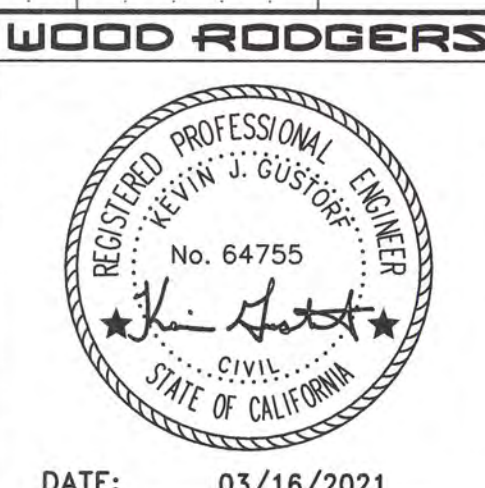
PROP. SL FL

EXIST. GRADES

PROP. GRADES



THIS PLAN ACCURATE FOR WATER CONSTRUCTION ONLY



DATE: MARCH 2021

SCALE: H: 1"=40' V: 1"=4'

DRAWN BY: DVD

DESIGNED BY: DVD

CHECKED BY: KJG

PROJECT NO. 8470.019

W-5

SHEET 38 OF 77

IMPROVEMENT PLANS FOR

WHITE ROCK ROAD WIDENING

FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY

WATER PLAN AND PROFILE

CITY OF RANCHO CORDOVA

CALIFORNIA

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER

No. 64755

KEVIN J. GUSTAFSON

CIVIL

STATE OF CALIFORNIA

DATE: 03/16/2021

WATER CONSTRUCTION NOTES:

- ALL WATERLINE FITTINGS SHALL BE RESTRAINED BY THRUST BLOCKS AND/OR APPROVED JOINT RESTRAINING DEVICES AS SHOWN ON THESE PLANS OR REFER TO THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DETAIL 8-3A, 8-3B AND 8-10 AND THE SACRAMENTO COUNTY WATER AGENCY WATER NOTES 18 AND 19
- (W2) INSTALL BUTTERFLY VALVE WITH ACTUATOR VALVE LOCATED AS NEAR AS POSSIBLE TO LANE LINES OR CENTER OF LANES
- (W3) INSTALL 45° FITTING PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-3A

CONTRACT CHANGE ORDER NO. 11 - ATTACHMENT NO. 1

- (W5) WHERE WATER MAIN CROSSES STORM DRAIN, RECYCLED WATER OR SEWER, A FULL LENGTH STICK OF WATER MAIN PIPE SHALL BE CENTERED ON THE CROSSING SO THAT THE WATER PIPE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE
- (W7) POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2)

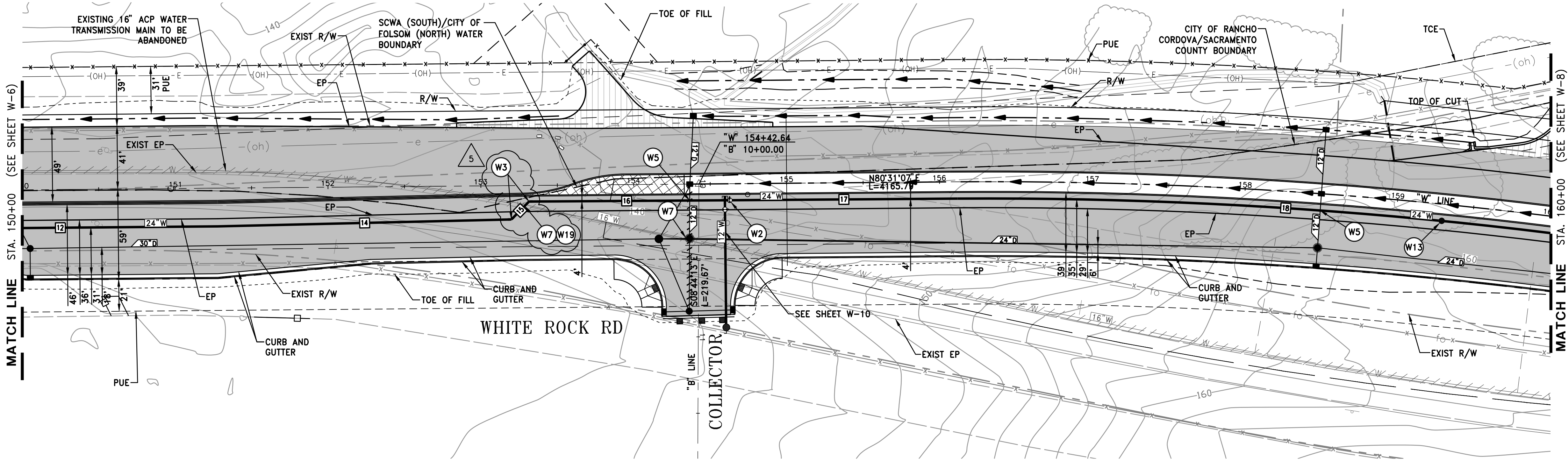
Sheet 11 of 18

- (W13) INSTALL LOCATING WIRE STATION IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-4B
- (W19) CONTROL LOW STRENGTH MATERIAL (CLSM) SHALL BE PLACED IN THE TRENCH FROM THE TOP OF THE EXISTING 16" PIPE TO THE SPRINGLINE OF THE NEW 24" PIPE (VERTICALLY) AND 3' FEET OF EACH SIDE OF THE CENTER OF THE CROSSING (HORIZONTALLY). CLSM SHALL BE INSTALLED PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS SECTION 50-15.02

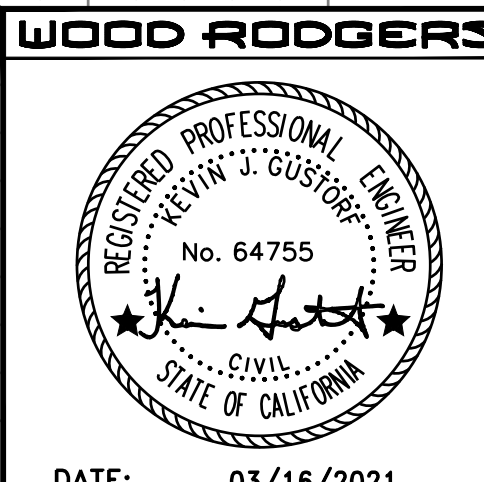
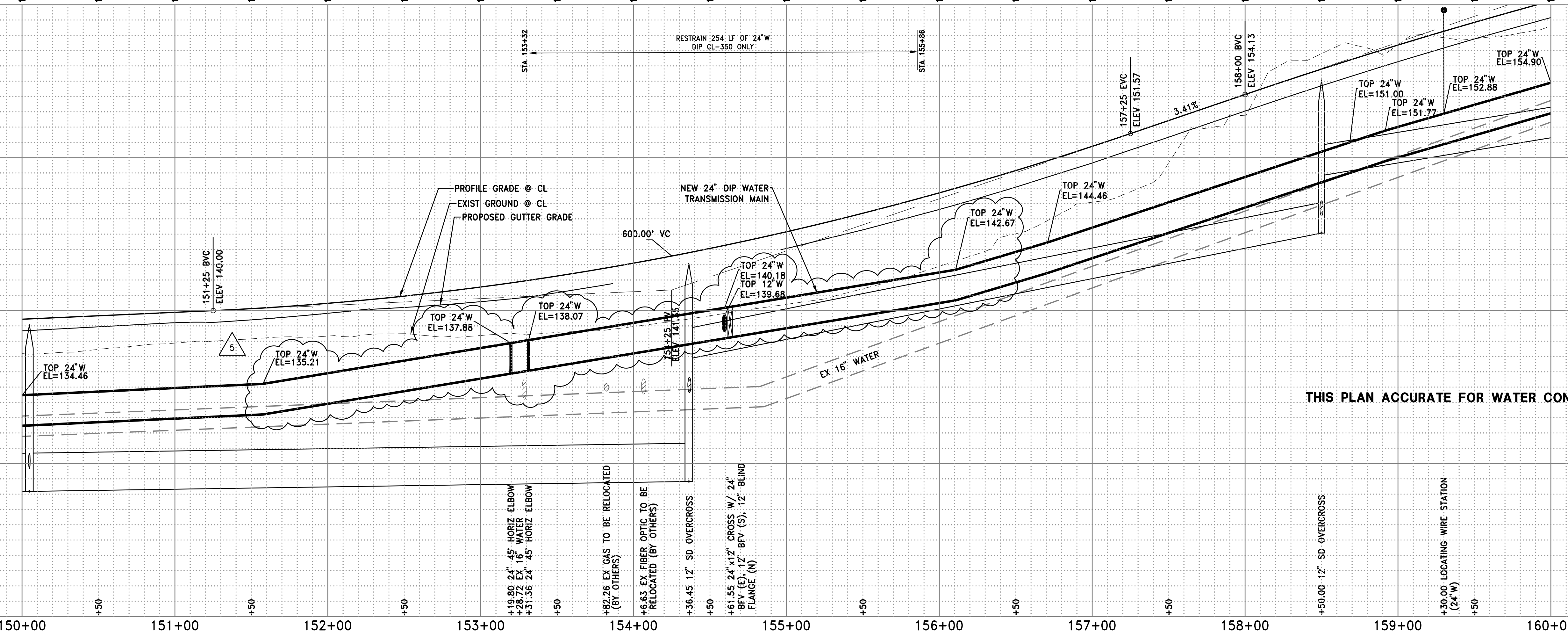
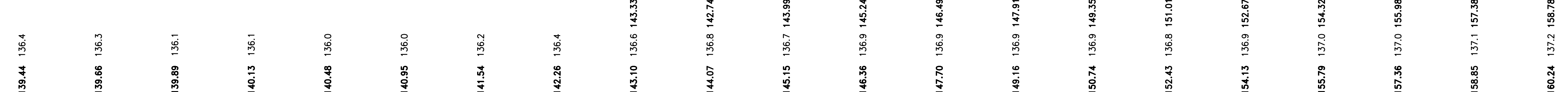
WATER PIPE DATA									
#	BEARING	DISTANCE	DELTA	RADIUS	LENGTH	TANGENT	CHD BRG	CHD DIST	SIZE
12	N80°31'00"E	184.35'							24"
14	N79°39'35"E	192.09'							24"
15	N35°24'43"E	16.39'							24"
16	N80°38'27"E	128.16'							24"
17	N80°36'08"E	152.49'							24"
18		8°14'01"	2989.00'	429.53'	215.13'	N84°43'46"E	429.16'		24"

LEGEND

- NEW PAVEMENT
- STAMPED AND COLORED PCC
- DRIVEWAY PAVEMENT
- PCC DRIVEWAY



- PROP. SL FL
- EXIST @ GRADES
- PROP. @ GRADES



PROJECT NO.
8470.019

W-7

SHEET 40 OF 77

IMPROVEMENT PLANS FOR
WHITE ROCK ROAD WIDENING
FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY
WATER PLAN AND PROFILE

CITY OF RANCHO CORDOVA
CALIFORNIA

DATE: MARCH 2021

SCALE: H: 1"=40' V: 1"=4'

DRAWN BY: DVD

DESIGNED BY: DVD

CHECKED BY: K.G

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER
No. 64755
STATE OF CALIFORNIA

DATE: 03/16/2021

S. PROFILE UPDATES PER POTHOLE DATA

DVD

NO.

DESCRIPTION

ENGR. BY: DATE

COUNTY APPROVED

Sheet 12 of 18

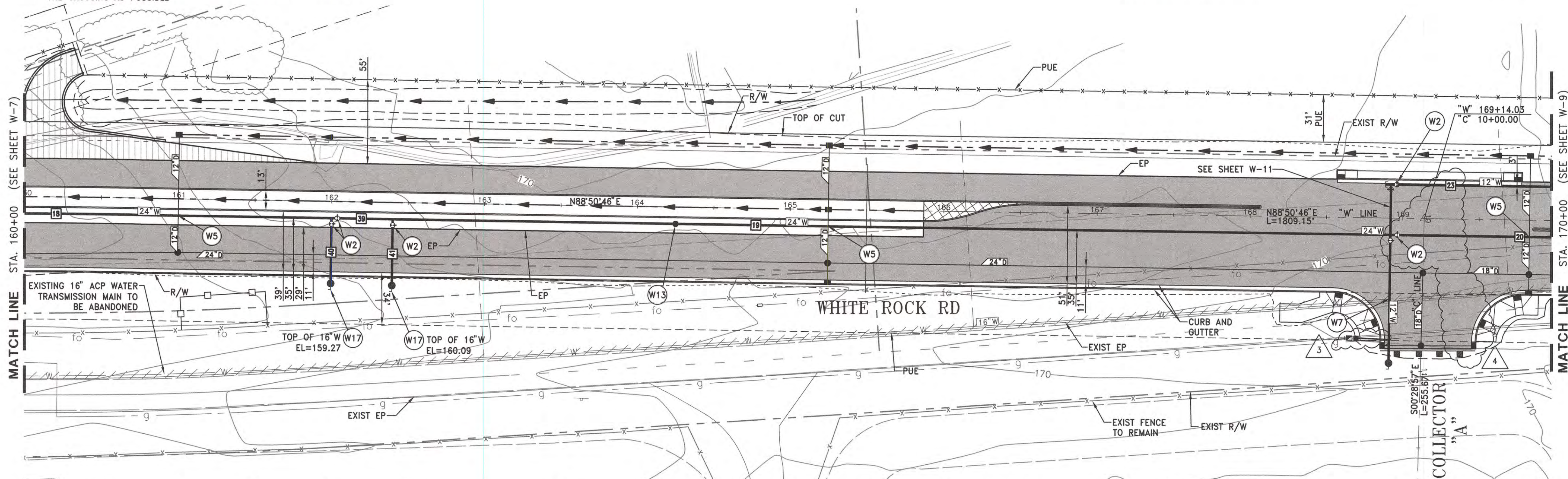
W13 INSTALL LOCATING WIRE STATION IN ACCORDANCE WITH COUNTY OF
SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-4B

W17 INSTALL TEMPORARY 6" BLOW OFF ASSEMBLY PER COUNTY OF
SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-12B ON
SHEET W-2

W5 WHERE WATER MAIN CROSSES STORM DRAIN, RECYCLED WATER OR SEWER, A FULL LENGTH STICK OF WATER MAIN PIPE SHALL BE CENTERED ON THE CROSSING SO THAT THE WATER PIPE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE

#	BEARING	DISTANCE	DELTA	RADIUS	LENGTH	TANGENT	CHD BRG	CHD DIST	SIZE
18			8'14'01"	2989.00'	429.53'	215.13'	N84°43'46"E	429.16'	24"
19	N88°50'46"E	857.15'							24"
20	N88°50'46"E	505.30'							24"
23	N88°50'43"E	157.92'							12"
39	N88°50'46"E	40.00'							24"
40	N1°09'14"W	36.26'							16"
41	N1°09'10"W	36.75'							16"

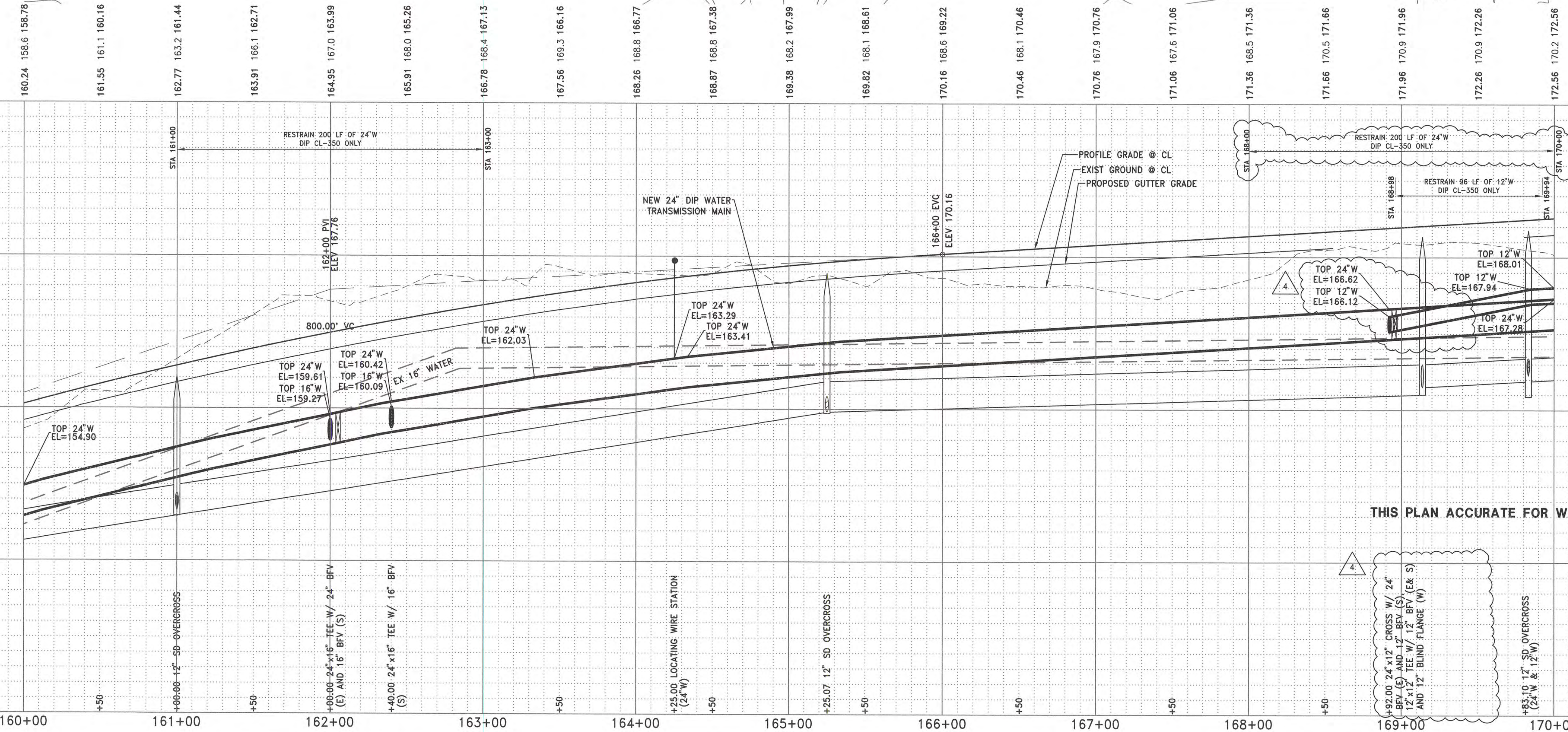
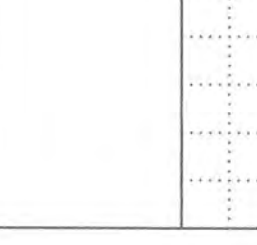
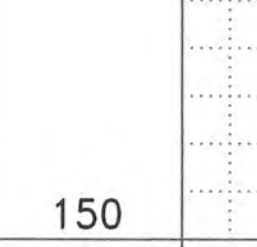
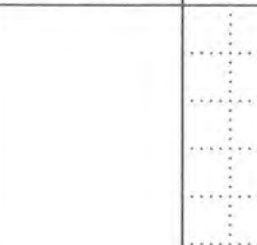
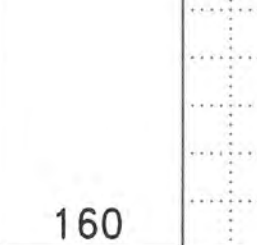
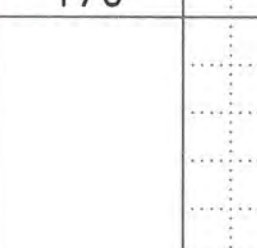
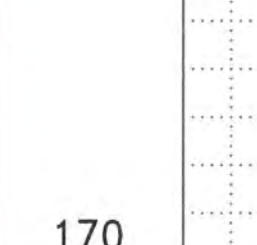
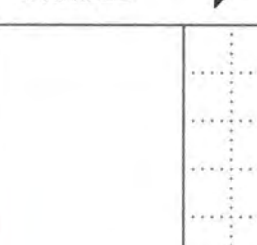
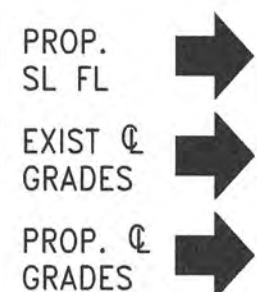
 NEW PAVEMENT
 STAMPED AND COLORED PCC
 DRIVEWAY PAVEMENT



PROP. SL FL →

EXIST. & GRADES →

PROP. & GRADES →



THIS PLAN ACCURATE FOR WATER CONSTRUCTION ONLY

A circular professional engineer seal for Kevin J. Gustorf. The outer ring contains the text "REGISTERED PROFESSIONAL ENGINEER" at the top and "STATE OF CALIFORNIA" at the bottom, separated by two stars. Inside the ring, the name "KEVIN J. GUSTORF" is written in a curved path, with "No. 64755" centered below it. At the bottom of the seal, the word "CIVIL" is written above a horizontal line. A signature, "K. Gustorf", is written across the center of the seal.

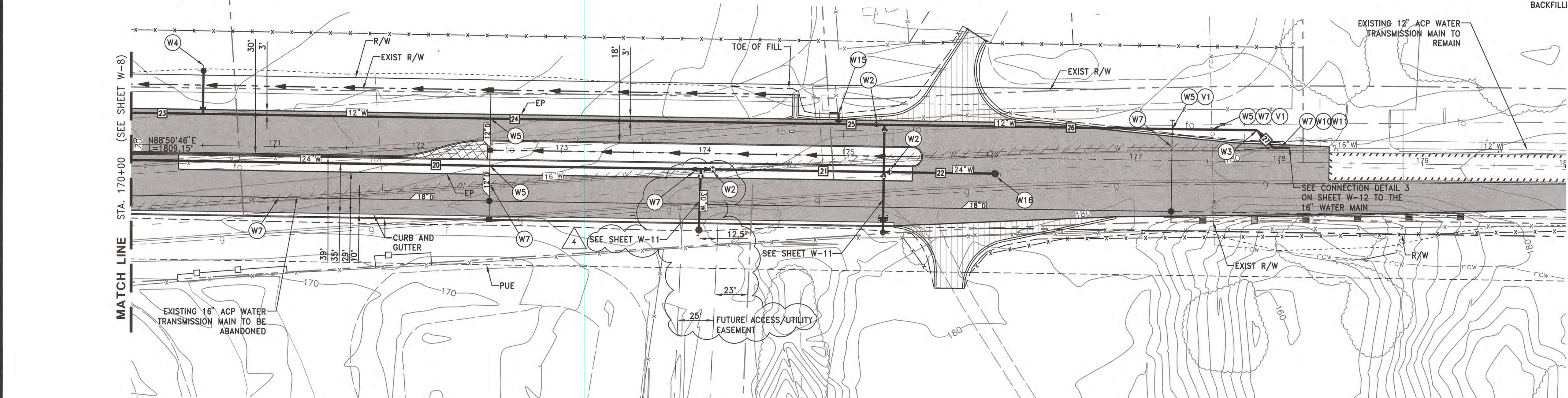
PROJECT NO. 847019	IMPROVEMENT PLANS FOR		DATE: MARCH 2021	1	ADDENDUM 2 — 16" LATERALS AND TEMPORARY	4/19/21	
W-8	WHITE ROCK ROAD WIDENING	FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY	SCALE: H: 1"=40' V: 1"=4'	3	BLOW OFF VALVES	4/19/21	
SHEET 41 OF 77		WATER PLAN AND PROFILE	 WOOD RODGERS BUILDING RELATIONSHIPS ONE PROJECT AT A TIME 3301 D ST., BLDG. 100-B FAX 916.341.7765 SACRAMENTO, CA 95816	DESIGNED BY: DWD	4	RELOCATION OF WATER MAIN SUB	4/19/21
				DRAWN BY: DWD	5		
				CHECKED BY: KJG	6		
				NO.	DESCRIPTION	BY	DATE
						COUNTY	INIT.

Sheet 13 of 18

V1 COUNTY STAFF (CMID) SHALL VERIFY MINIMUM VERTICAL 12" SEPARATION BETWEEN THE OUTSIDE WALLS OF WATER MAIN AND STORM DRAIN OR WATER MAIN AND SEWER AT LOCATION OF CROSSING. THE CROSSING SHALL BE INSTALLED IN ACCORDANCE WITH WAIVER LETTER FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF DRINKING WATER DATED 02/18/2021. THE STORM DRAIN PIPE TYPE SPECIFIED ON THE PLAN SHALL NOT BE ALTERED UNLESS APPROVED BY SCW. CMID STAFF SHALL BE GIVEN NOTICE AND ALLOWED TO INSPECT PRIOR TO BACKFILLING

 NEW PAVEMENT
 DRIVEWAY PAVEMENT

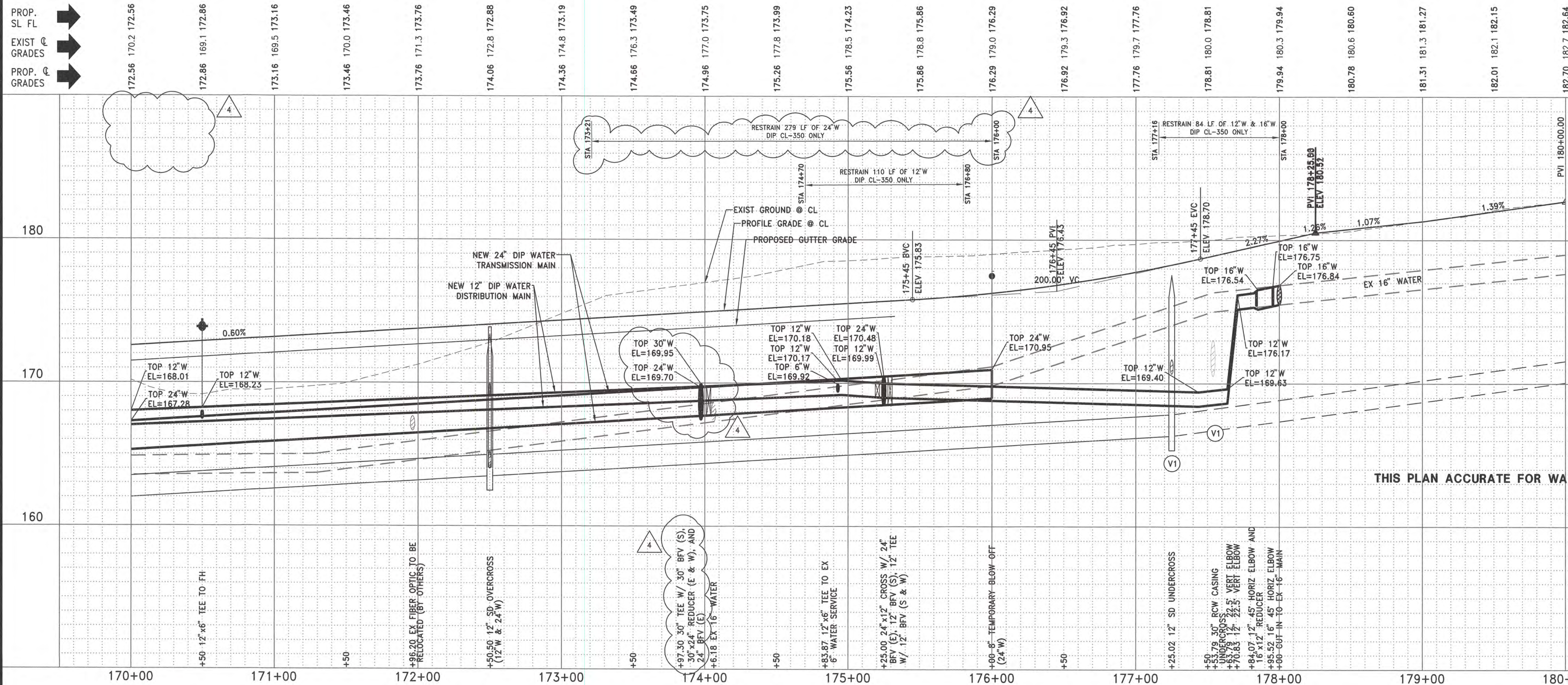
WATER PIPE DATA			
#	BEARING	DISTANCE	SIZE
20	N88°50'46" E	505.30'	24"
21	N88°50'46" E	127.70	24"
22	N88°50'46" E	74.97'	24"
23	N88°50'43" E	157.92	12"
24	N88°50'46" E	442.99'	12"
25	N88°50'46" E	32.09'	12"
26	N88°50'46" E	259.07'	12"
27	N44°52'34" W	16.53'	16"



PROP. SL FL →

EXIST. & GRADES →

PROP. & GRADES →



THIS PLAN ACCURATE FOR WATER CONSTRUCTION ONLY

WOOD RODGERS



DATE: 03/16/2021

PROJECT NO. 847019	IMPROVEMENT PLANS FOR		DATE: MARCH 2021		DWD		8/1/21	
W-9	WHITE ROCK ROAD WIDENING		SCALE: 1"=40' 1/2"=4'					
	FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY		DRAWN BY: DWD					
	WATER PLAN AND PROFILE		DESIGNED BY: DWD					
SHEET 42 OF 77	CITY OF RANCHO CORDOVA		 WOOD RODGERS BUILDING RELATIONSHIPS ONE PROJECT AT A TIME 3301 C ST, BLDG. 100-B TEL 916.341.7760 SACRAMENTO, CA 95816 FAX 916.341.7767		ENGR BY DATE			
			CHECKED BY: KJG		COUNT APPROVED			
			NO.		DESCRIPTION			
					4 RELOCATION OF WATER MAIN STUB			

WATER CONSTRUCTION NOTES:

- ALL WATERLINE FITTINGS SHALL BE RESTRAINED BY THRUST BLOCKS AND/OR APPROVED JOINT RESTRAINING DEVICES AS SHOWN ON THESE PLANS OR REFER TO THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DETAIL 8-3A, 8-3B AND 8-10 AND THE SACRAMENTO COUNTY WATER AGENCY WATER NOTES 18 AND 19
- (W2) INSTALL BUTTERFLY VALVE WITH ACTUATOR VALVE LOCATED AS NEAR AS POSSIBLE TO LANE LINES OR CENTER OF LANES
- (W3) INSTALL 45' FITTING PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-3A
- (W4) INSTALL FIRE HYDRANT ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAILS 8-2A, 8-3A AND DETAIL 8-3B (ON SHEET W-2)

CONTRACT CHANGE ORDER NO. 11 - ATTACHMENT NO. 1

- (W5) WHERE WATER MAIN CROSSES STORM DRAIN, RECYCLED WATER OR SEWER, A FULL LENGTH STICK OF WATER MAIN PIPE SHALL BE CENTERED ON THE CROSSING SO THAT THE WATER PIPE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE
- (W6) INSTALL 4" IN-LINE BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-13C
- (W7) POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2)
- (W8) INSTALL 2" COMBINATION AIR/VACUUM RELEASE VALVE IN ACCORDANCE WITH COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-14B

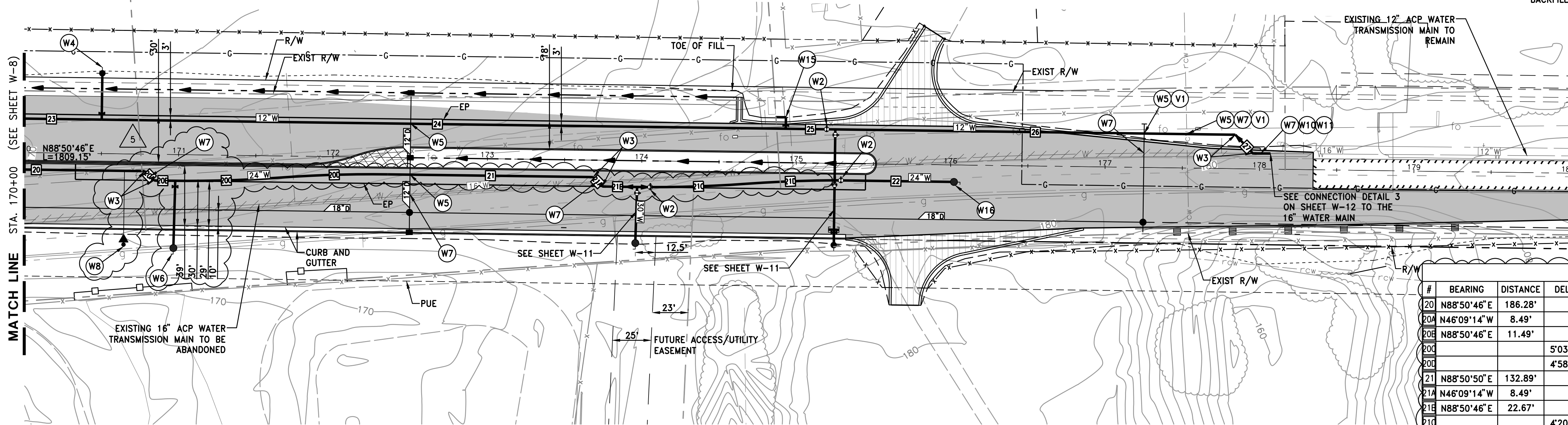
- (W10) CUT-IN TO EXISTING 16" WATER MAIN AND REMOVE 15 FEET TO THE EAST FROM THE POINT OF CONNECTION. CONNECT TO EXISTING 16" WATER MAIN. SEE CONNECTION DETAIL ON SHEET W-12. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CMID TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION, INSTALL A 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY RPPB JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF

- (W1) PROTECT IN PLACE EXISTING 16" WATER MAIN WHERE NEW PAVEMENT IS GOING TO BE INSTALLED DURING CONSTRUCTION
- (W15) INSTALL 6" WATER SERVICE AND CONNECT TO EXISTING 6" WATER SERVICE SEE DETAIL ON SHEET W-12
- (W16) INSTALL TEMPORARY 8" BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-12C ON SHEET W-1

- (V1) COUNTY STAFF (CMID) SHALL VERIFY MINIMUM VERTICAL 12" SEPERATION BETWEEN THE OUTSIDE WALLS OF WATER MAIN AND STORM DRAIN OR WATER MAIN AND SEWER AT LOCATION OF CROSSING. THE CROSSING SHALL BE INSTALLED IN ACCORDANCE WITH WAIVER LETTER FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF DRINKING WATER DATED 02/18/2021. THE STORM DRAIN PIPE TYPE SPECIFIED ON THE PLANS SHALL NOT BE ALTERED UNLESS APPROVED BY SCWA. CMID STAFF SHALL BE GIVEN NOTICE AND ALLOWED TO INSPECT PRIOR TO BACKFILLING

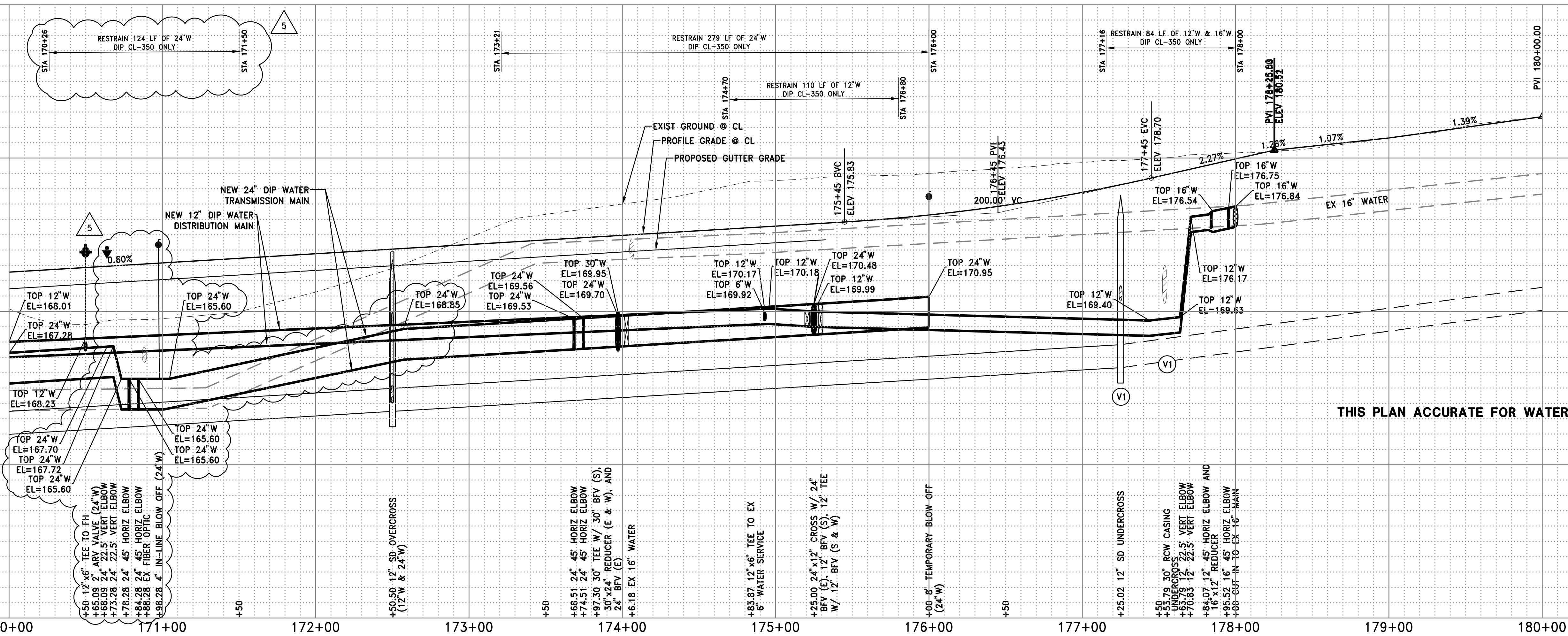
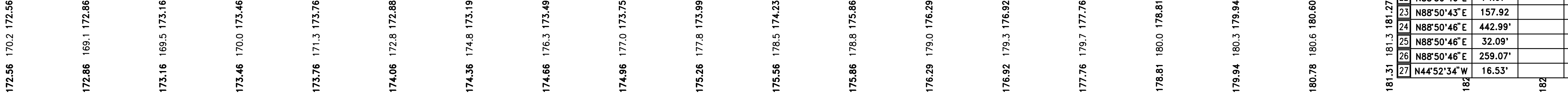
LEGEND

- NEW PAVEMENT
- DRIVEWAY PAVEMENT



WATER PIPE DATA									
#	BEARING	DISTANCE	DELTA	RADIUS	LENGTH	TANGENT	CHD BRG	CHD DIST	SIZE
20	N88°50'46"E	186.28'							24"
20A	N46°09'14"W	8.49'							24"
20B	N88°50'46"E	11.49'							24"
20C		5'03'32"	800.35'	70.66'	35.35'	N86°24'40"E	70.64'		24"
20D		4'58'03"	800.00'	69.36'	34.70'	N86°21'55"E	69.34'		24"
21	N88°50'50"E	132.89'							24"
21A	N46°09'14"W	8.49'							24"
21B	N88°50'46"E	22.67'							24"
21C		4'20'10"	816.57'	61.80'	30.91'	N86°03'42"E	61.78'		24"
21D		3'46'05"	871.78'	57.33'	28.68'	N85°50'51"E	57.32'		24"
22	N88°50'46"E	74.97'							24"
23	N88°50'43"E	157.92'							12"
24	N88°50'46"E	442.99'							12"
25	N88°50'46"E	32.09'							12"
26	N88°50'46"E	259.07'							12"
27	N44°52'34"W	16.53'							16"

- PROP. FL
- EXIST. FL
- PROP. FL



THIS PLAN ACCURATE FOR WATER CONSTRUCTION ONLY

WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER

No. 64755

DATE: 03/16/2021

PROJECT NO. 847019

W-9

SHEET 42 OF 77

IMPROVEMENT PLANS FOR WHITE ROCK ROAD WIDENING

FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY

CITY OF RANCHO CORDOVA

CALIFORNIA

DATE: MARCH 2021

SCALE: H: 1"=40' V: 1"=4'

DRAWN BY: DVD

DESIGNED BY: DVD

CHECKED BY: K.G

NO. 4

RELOCATION OF WATER MAIN STUB

5

PROFILE UPDATES FROM POTHOLE DATA

DATE: MARCH 2021

SCALE: H: 1"=40' V: 1"=4'

DRAWN BY: DVD

DESIGNED BY: DVD

CHECKED BY: K.G

NO. 4

RELOCATION OF WATER MAIN STUB

5

PROFILE UPDATES FROM POTHOLE DATA

WATER CONSTRUCTION NOTES:

- ALL WATERLINE FITTINGS SHALL BE RESTRAINED BY THRUST BLOCKS AND/OR APPROVED JOINT RESTRAINING DEVICES AS SHOWN ON THESE PLANS OR REFER TO THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DETAIL 8-3A, 8-3B AND 8-10 AND THE SACRAMENTO COUNTY WATER AGENCY WATER NOTES 18 AND 19
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- (W4) INSTALL FIRE HYDRANT ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAILS 8-2A, 8-3A AND DETAIL 8-3B (ON SHEET W-2)

CONTRACT CHANGE ORDER NO. 11 - ATTACHMENT NO. 1

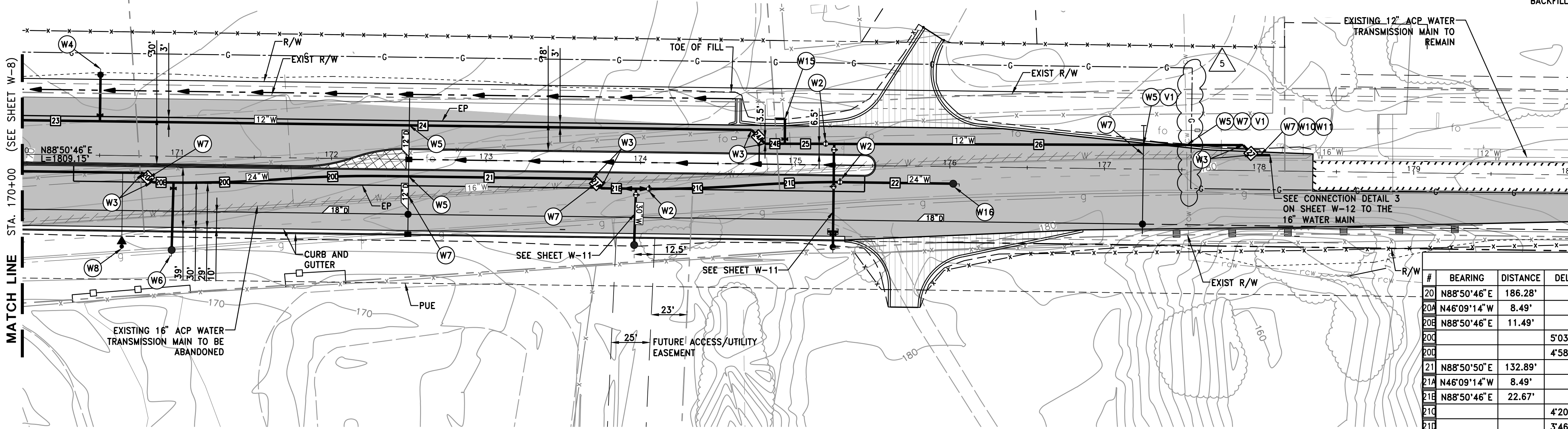
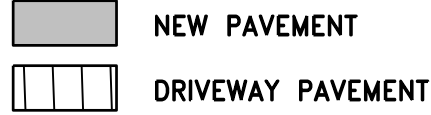
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- (W10) CUT-IN TO EXISTING 16" WATER MAIN AND REMOVE 15 FEET TO THE EAST FROM THE POINT OF CONNECTION. CONNECT TO EXISTING 16" WATER MAIN. SEE CONNECTION DETAIL ON SHEET W-12. DISINFECT AND FLUSH NEW WATER SYSTEM PRIOR TO CONNECTION PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS 41-16 AND SACRAMENTO COUNTY WATER AGENCY WATER NOTE 23. POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2). NOTE: PRIOR TO INSTALLING A JUMPER: (A) SCHEDULE THROUGH CMD TO FLUSH ALL EXISTING STUBS THAT WILL BE CONNECTED, THEN (B) AT THE JUMPER LOCATION, INSTALL A 8" TEMPORARY BLOW OFF PER DETAIL 8-12C ON SHEET W-1, AND THEN AFTERWARDS (C) INSTALL TEMPORARY RPPB JUMPER, SIZE EQUAL TO OR LARGER THAN NEW TEMPORARY BLOW OFF

Sheet 15 of 18

- (W1) PROTECT IN PLACE EXISTING 16" WATER MAIN WHERE NEW PAVEMENT IS GOING TO BE INSTALLED DURING CONSTRUCTION
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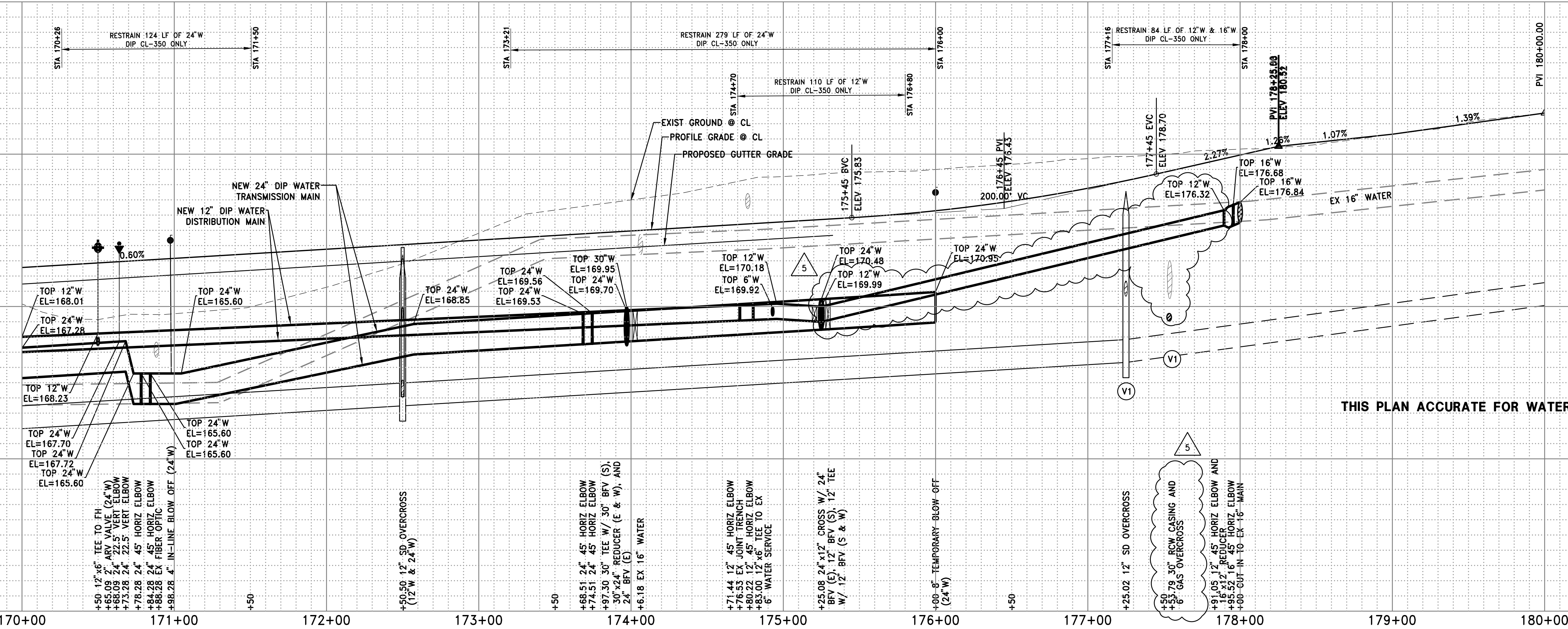
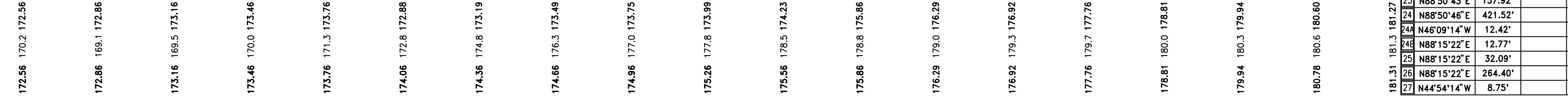
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LEGEND

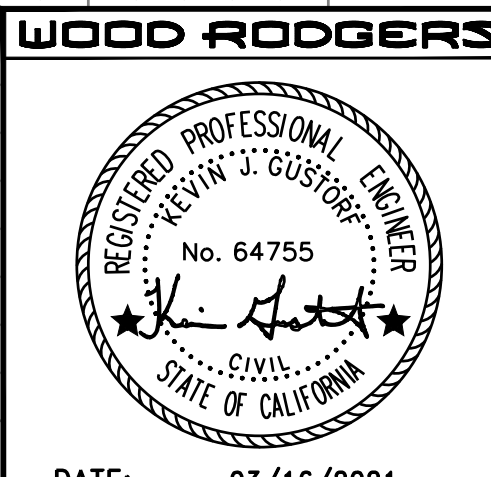


WATER PIPE DATA									
#	BEARING	DISTANCE	DELTA	RADIUS	LENGTH	TANGENT	CHD BRG	CHD DIST	SIZE
20	N88°50'46"E	186.28'							24"
20A	N46°09'14"W	8.49'							24"
20B	N88°50'46"E	11.49'							24"
20C		5'03'32"	800.35'	70.66'	35.35'	N86°24'40"E	70.64'		24"
20D		4'58'03"	800.00'	69.36'	34.70'	N86°21'55"E	69.34'		24"
21	N88°50'50"E	132.89'							24"
21A	N46°09'14"W	8.49'							24"
21B	N88°50'46"E	22.67'							24"
21C		4'20'10"	816.57'	61.80'	30.91'	N86°03'42"E	61.78'		24"
21D		3'46'05"	871.78'	57.33'	28.68'	N85°50'51"E	57.32'		24"
22	N88°50'46"E	74.97'							24"
23	N88°50'43"E	157.92'							12"
24	N88°50'46"E	421.52'							12"
24A	N46°09'14"W	12.42'							12"
24B	N88°15'22"E	12.77'							12"
25	N88°15'22"E	32.09'							12"
26	N88°15'22"E	264.40'							12"
27	N44°54'14"W	8.75'							16"

PROP. SL FL
EXIST. GRADES
PROP. GRADES



THIS PLAN ACCURATE FOR WATER CONSTRUCTION ONLY



PROJECT NO. 847019
SHEET 42 OF 77
W-9
DATE: MARCH 2021
SCALE: H: 1"=40' V: 1"=4'
DRAWN BY: DVD
DESIGNED BY: DVD
CHECKED BY: K.G.
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST., BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767
CITY OF RANCHO CORDOVA
FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY
WHITE ROCK ROAD WIDENING
WATER PLAN AND PROFILE
CALIFORNIA
IMPROVEMENT PLANS FOR

NO.	DESCRIPTION	ENGR. INT.	BY	DATE
4	RELOCATION OF WATER MAIN STUB			
5	PROFILE UPDATES FROM POTHOLE DATA			

WATER CONSTRUCTION NOTES:

- ALL WATERLINE FITTINGS SHALL BE RESTRAINED BY THRUST BLOCKS AND/OR APPROVED JOINT RESTRAINING DEVICES AS SHOWN ON THESE PLANS OR REFER TO THE LATEST EDITION OF THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS, DETAIL 8-3A, 8-3B AND 8-10 AND THE SACRAMENTO COUNTY WATER AGENCY WATER NOTES 18 AND 19
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- W7 POTHOLE TO CONFIRM ELEVATION AND LOCATION (SEE POTHOLE INSTRUCTION NOTES ON SHEET W-2)
- W9 INSTALL TEMPORARY 4" BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-12B ON SHEET W-2

CONTRACT CHANGE ORDER NO. 11 - ATTACHMENT NO. 1

- W16 INSTALL TEMPORARY 8" BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-12C ON SHEET W-1
- V1 COUNTY STAFF (CMID) SHALL VERIFY MINIMUM VERTICAL 12" SEPERATION BETWEEN THE OUTSIDE WALLS OF WATER MAIN AND STORM DRAIN OR WATER MAIN AND SEWER AT LOCATION OF CROSSING. THE CROSSING SHALL BE INSTALLED IN ACCORDANCE WITH WAIVER LETTER FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF DRINKING WATER DATED 02/18/2021. THE STORM DRAIN PIPE TYPE SPECIFIED ON THE PLANS SHALL NOT BE ALTERED UNLESS APPROVED BY SCWA. CMID STAFF SHALL BE GIVEN NOTICE AND ALLOWED TO INSPECT PRIOR TO BACKFILLING

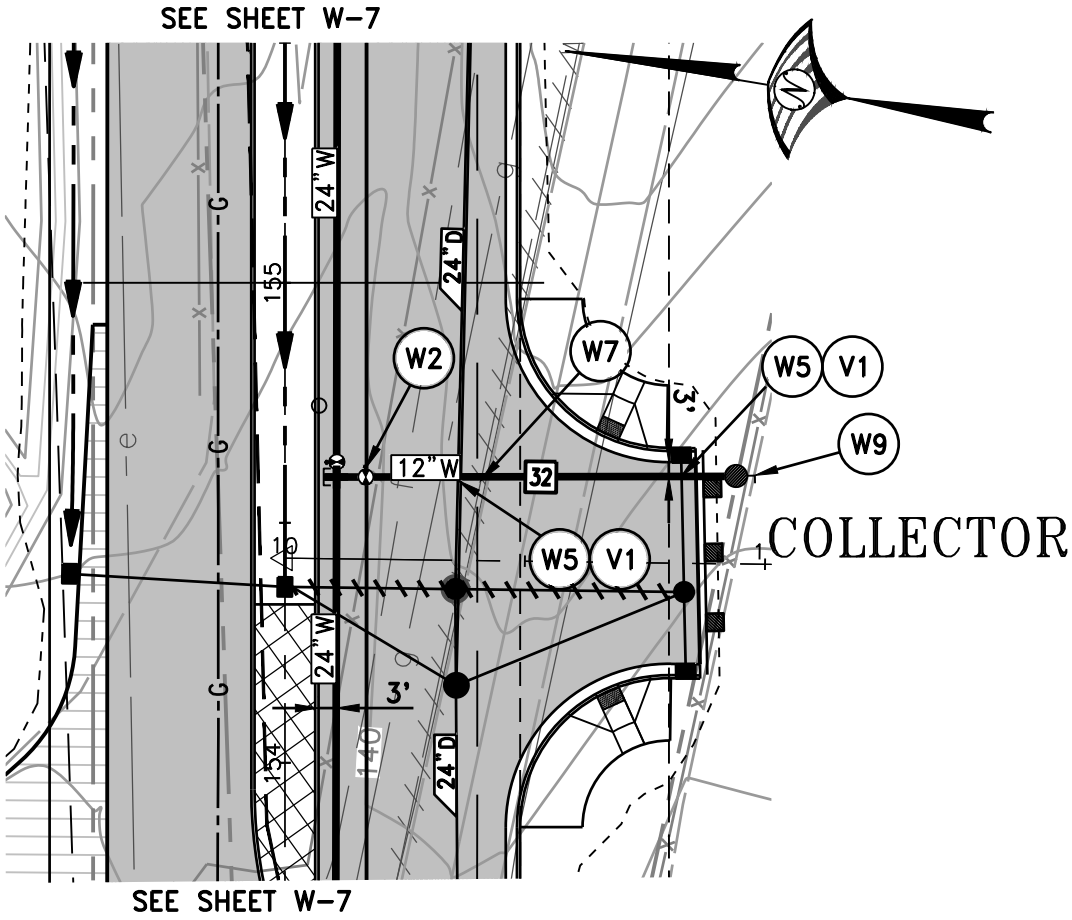
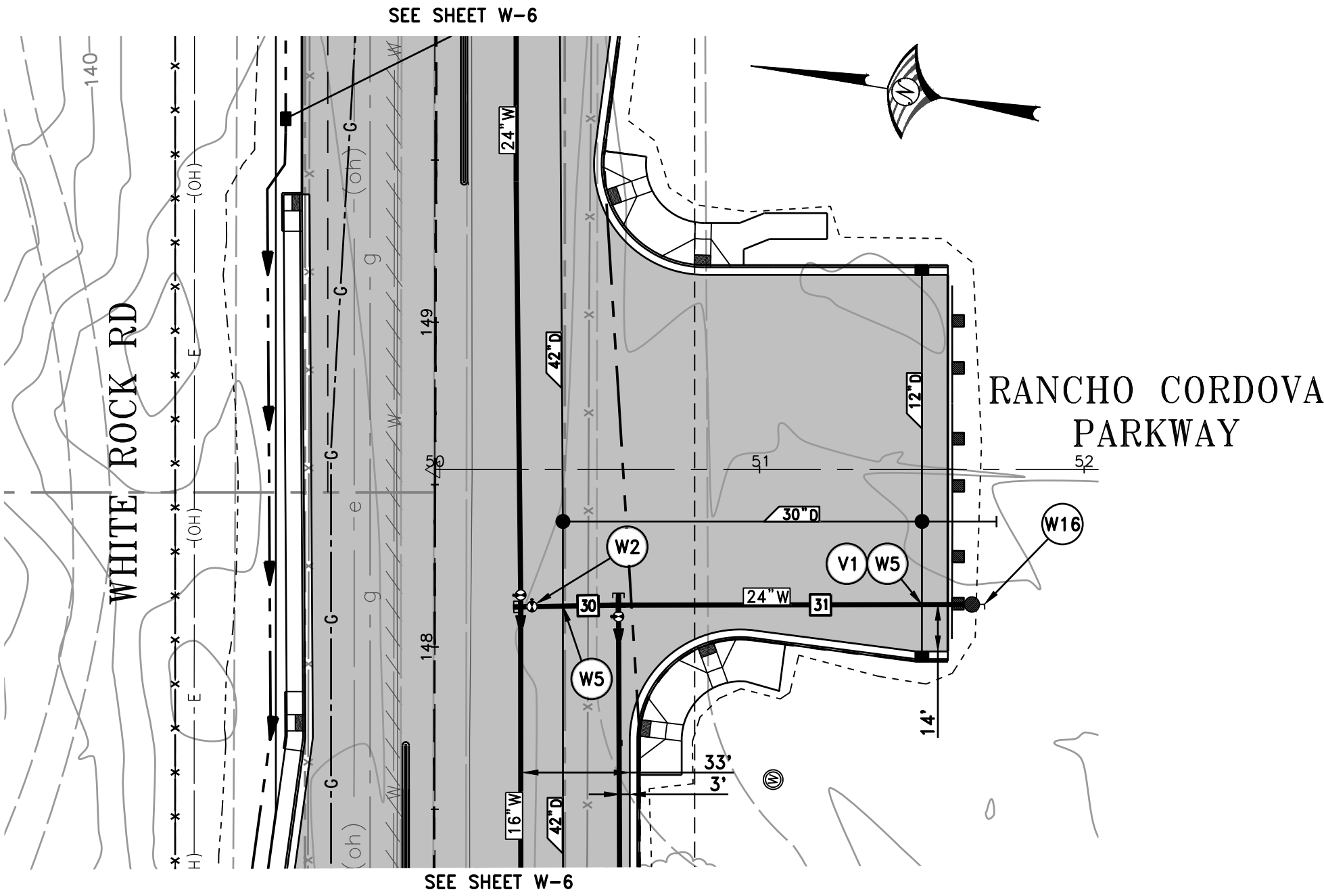
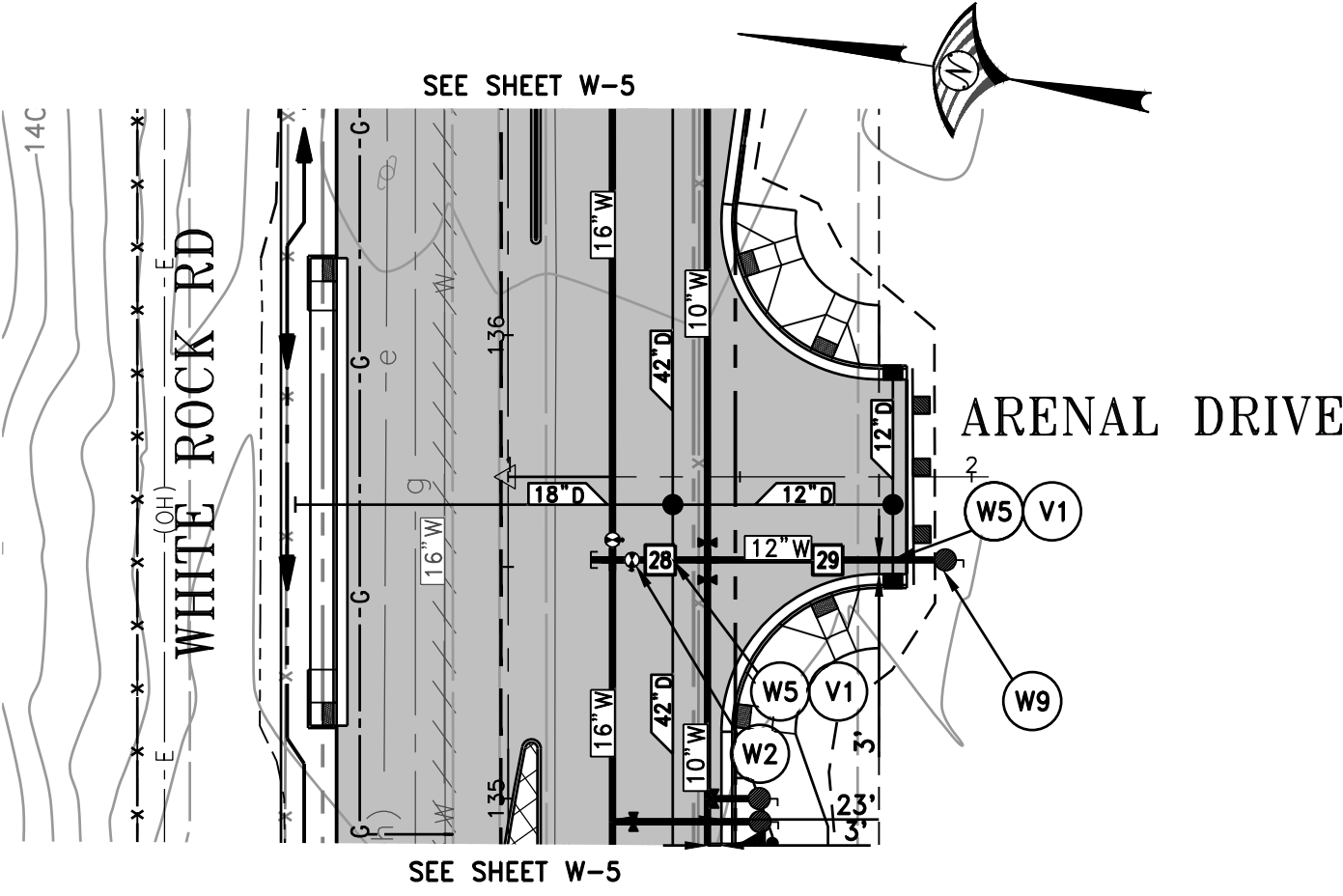
THIS PLAN ACCURATE FOR WATER CONSTRUCTION ONLY

Sheet 16 of 18

LEGEND

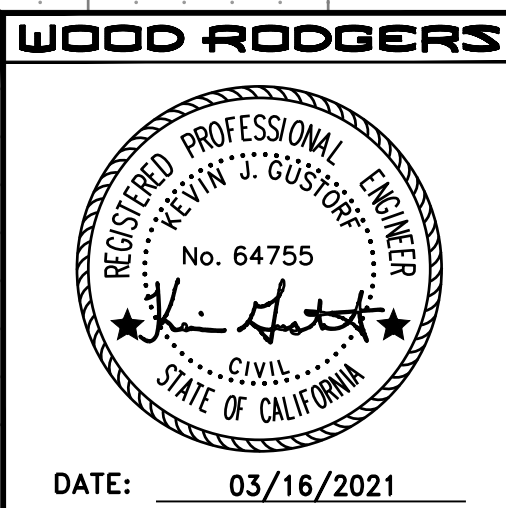
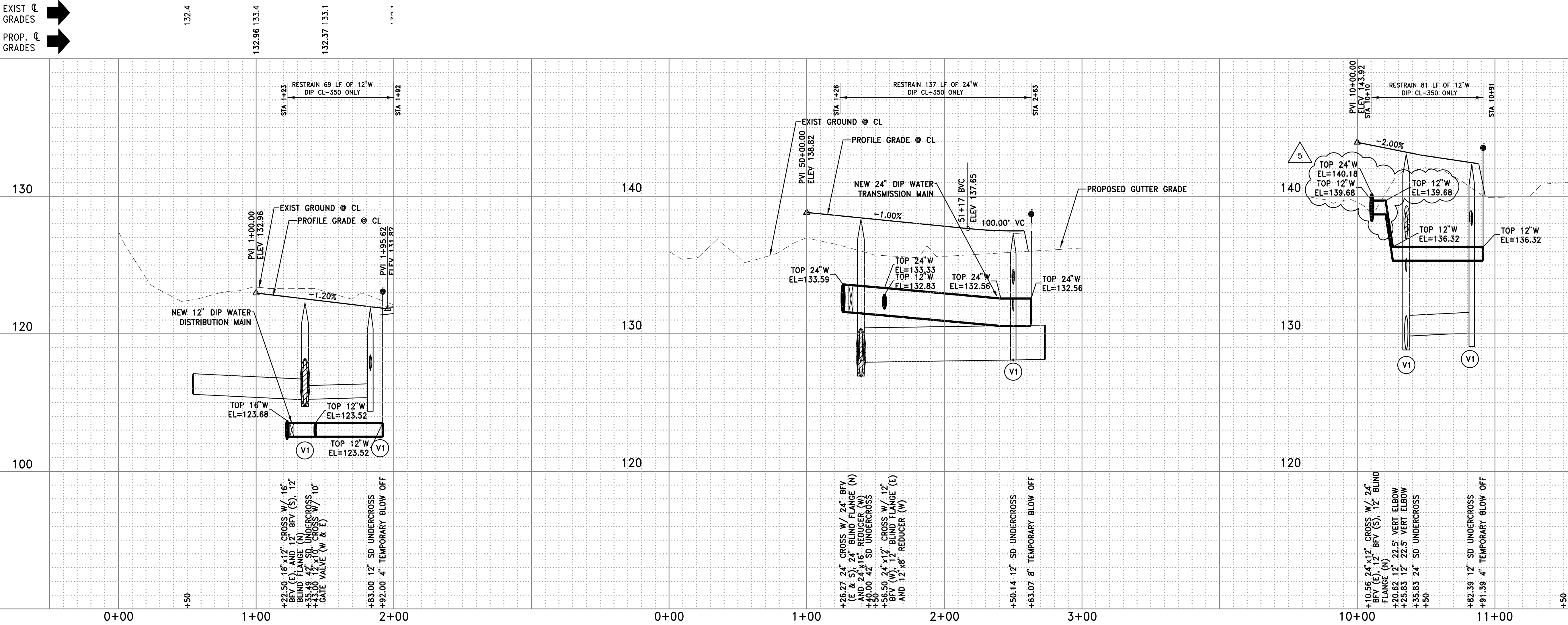
- NEW PAVEMENT
- STAMPED AND COLORED PCC
- DRIVEWAY PAVEMENT

WATER PIPE DATA			
#	BEARING	DISTANCE	SIZE
28	N9°27'11"W	20.50'	12"
29	N9°27'22"W	49.00'	12"
30	N10°29'02"W	30.09'	24"
31	N9°33'53"W	106.57'	24"
32	N8°48'46"W	80.85'	12"



EXIST. GRADES

PROP. GRADES



DATE: MARCH 2021
SCALE: H: 1"=40' V: 1"=4'
DRAWN BY: DVD
DESIGNED BY: DVD
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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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SACRAMENTO, CA 95816 FAX 916.341.7767

IMPROVEMENT PLANS FOR
WHITE ROCK ROAD WIDENING
FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY
WATER PLAN AND PROFILE
CITY OF RANCHO CORDOVA
CALIFORNIA

PROJECT NO.
847019
W-10
SHEET 43 OF 77

WATER CONSTRUCTION NOTES:

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- W4 INSTALL FIRE HYDRANT ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAILS 8-2A, 8-3A, AND DETAIL 8-5B
- W5 WHERE WATER MAIN CROSSES STORM DRAIN, RECYCLED WATER OR SEWER, A FULL LENGTH STICK OF WATER MAIN PIPE SHALL BE CENTERED ON THE CROSSING SO THAT THE WATER PIPE JOINTS ARE AS FAR FROM THE CROSSING AS POSSIBLE

CONTRACT CHANGE ORDER NO. 11 - ATTACHMENT NO. 1

- W7 POT HOLE TO CONFIRM ELEVATION AND LOCATION (SEE POT HOLE INSTRUCTION NOTES ON SHEET W-2)
- W9 INSTALL TEMPORARY 4" BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-12B ON SHEET W-2
- W16 INSTALL TEMPORARY 8" BLOW OFF ASSEMBLY PER COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-12C ON SHEET W-1

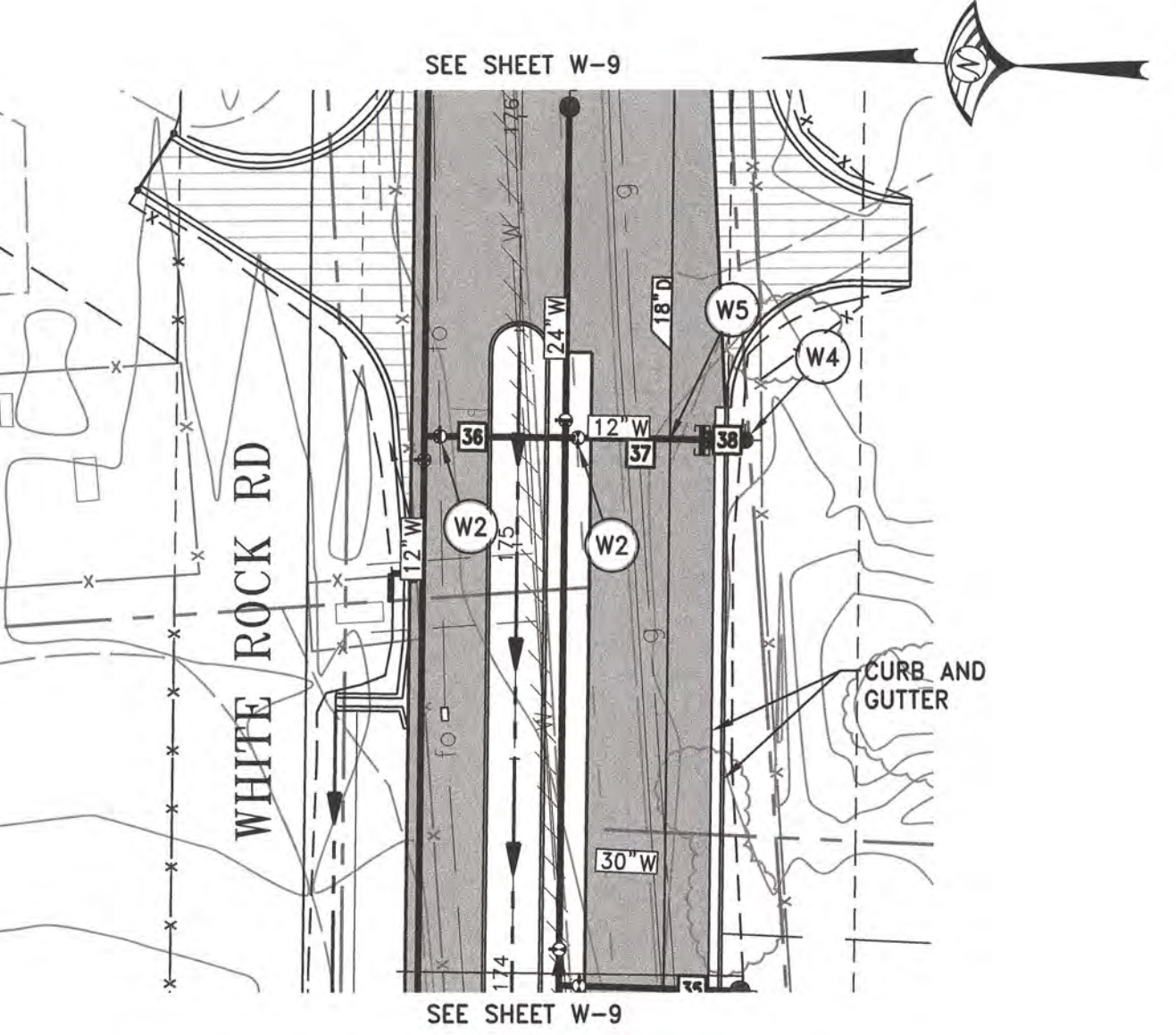
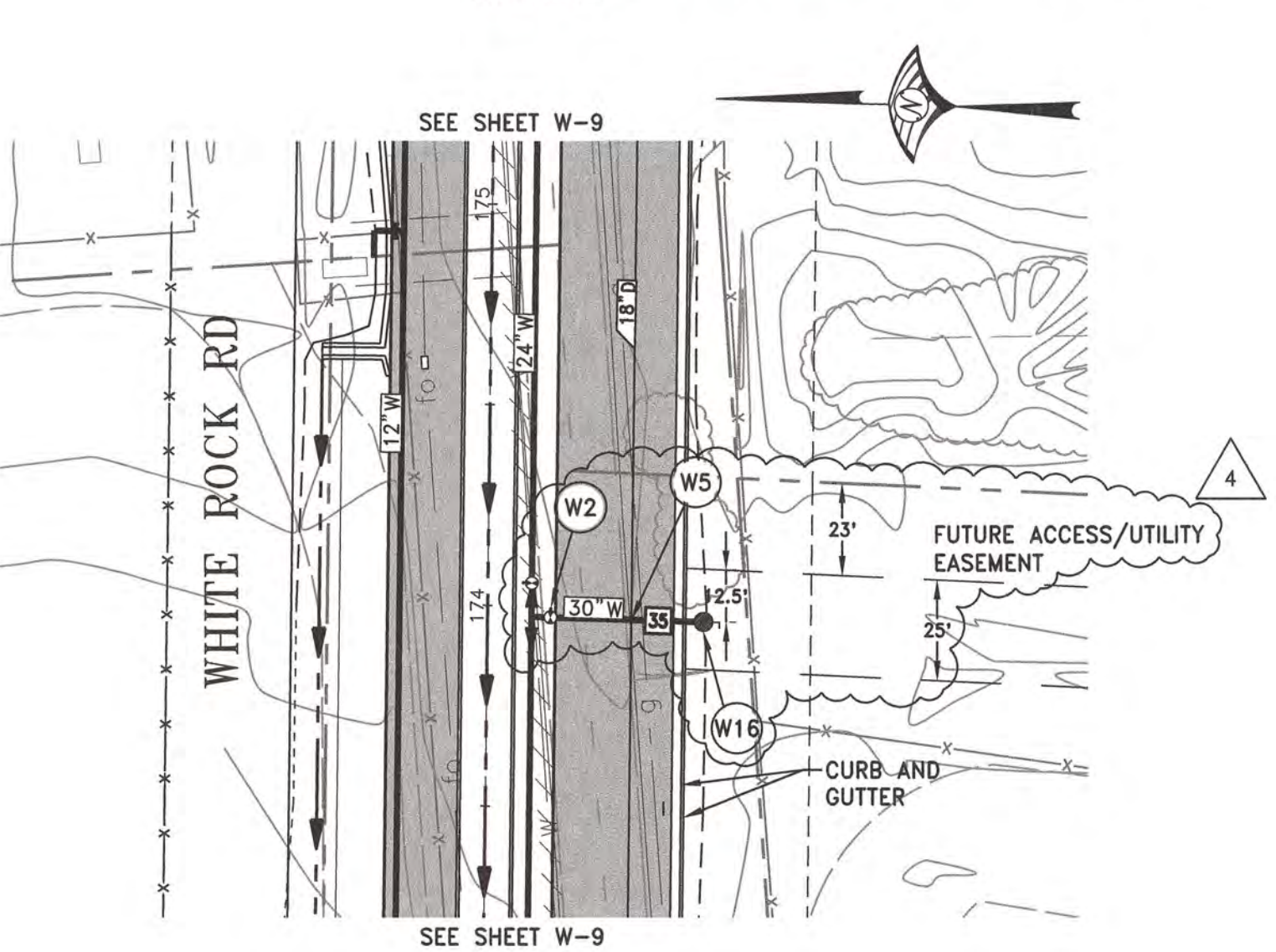
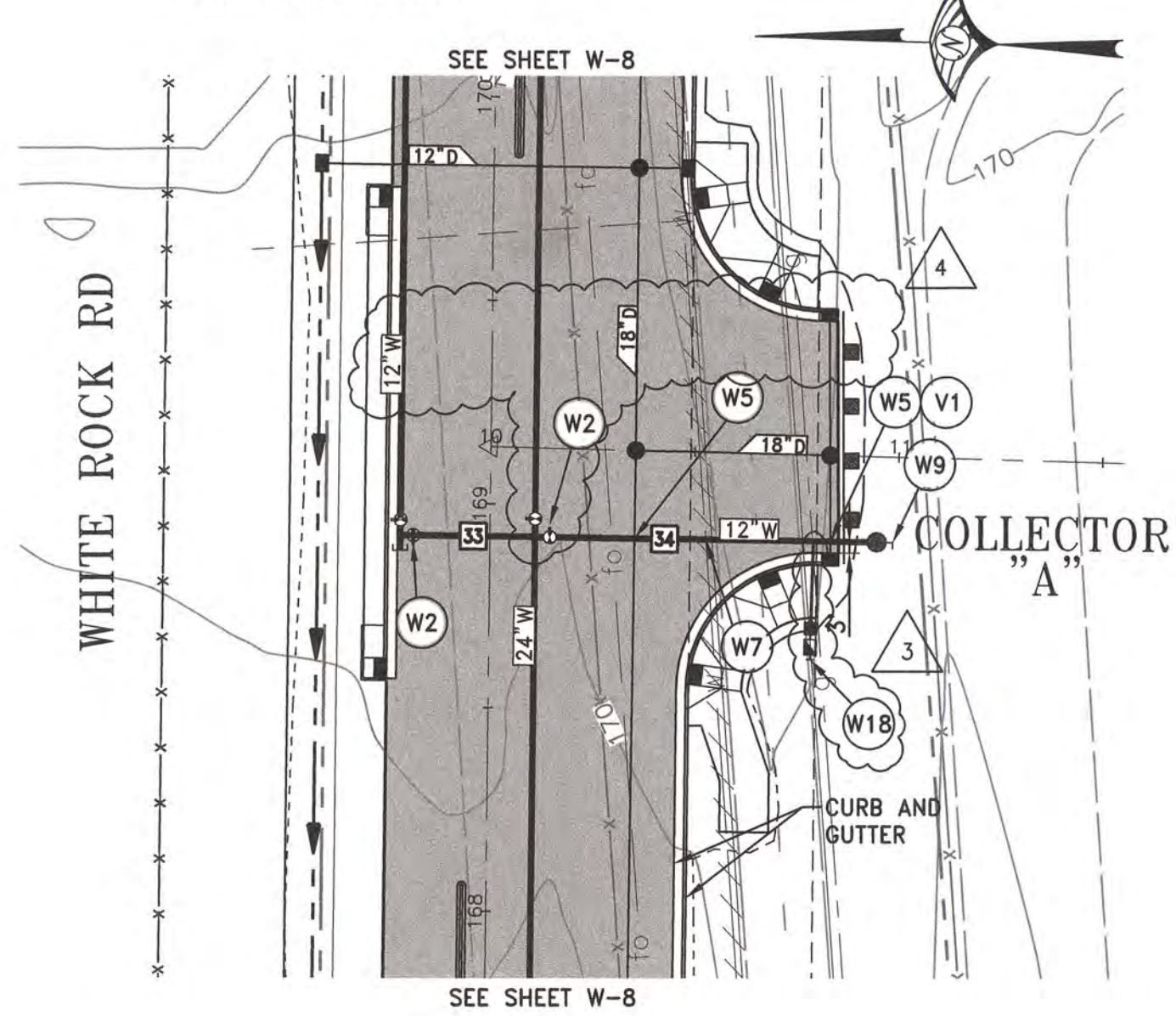
- W18 INSTALL 1.5" IRRIGATION WATER SERVICE WITH 1.5" WATER METER SENSUS OMNI C² TR/PL IN ACCORDANCE WITH THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS DETAIL 8-6B, AND 1.5" DOHS APPROVED RP BACKFLOW PREVENTER DEVICE PER THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATION DETAIL 8-8A.
- V1 COUNTY STAFF (CMID) SHALL VERIFY MINIMUM VERTICAL 12" SEPERATION BETWEEN THE OUTSIDE WALLS OF WATER MAIN AND STORM DRAIN OR WATER MAIN AND SEWER AT LOCATION OF CROSSING. THE CROSSING SHALL BE INSTALLED IN ACCORDANCE WITH WAIVER LETTER FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF DRINKING WATER DATED 02/18/2021. THE STORM DRAIN PIPE TYPE SPECIFIED ON THE PLANS SHALL NOT BE ALTERED UNLESS APPROVED BY SCWA. CMID STAFF SHALL BE GIVEN NOTICE AND ALLOWED TO INSPECT PRIOR TO BACKFILLING

Sheet 17 of 18

WATER PIPE DATA			
#	BEARING	DISTANCE	SIZE
33	N1°09'14"W	33.00'	12"
34	N1°06'10"W	81.40'	12"
35	N00°00'00"E	40.09'	30"
36	N1°09'14"W	33.00'	12"
37	N1°09'14"W	32.03'	12"
38	N1°09'14"W	9.97'	6"

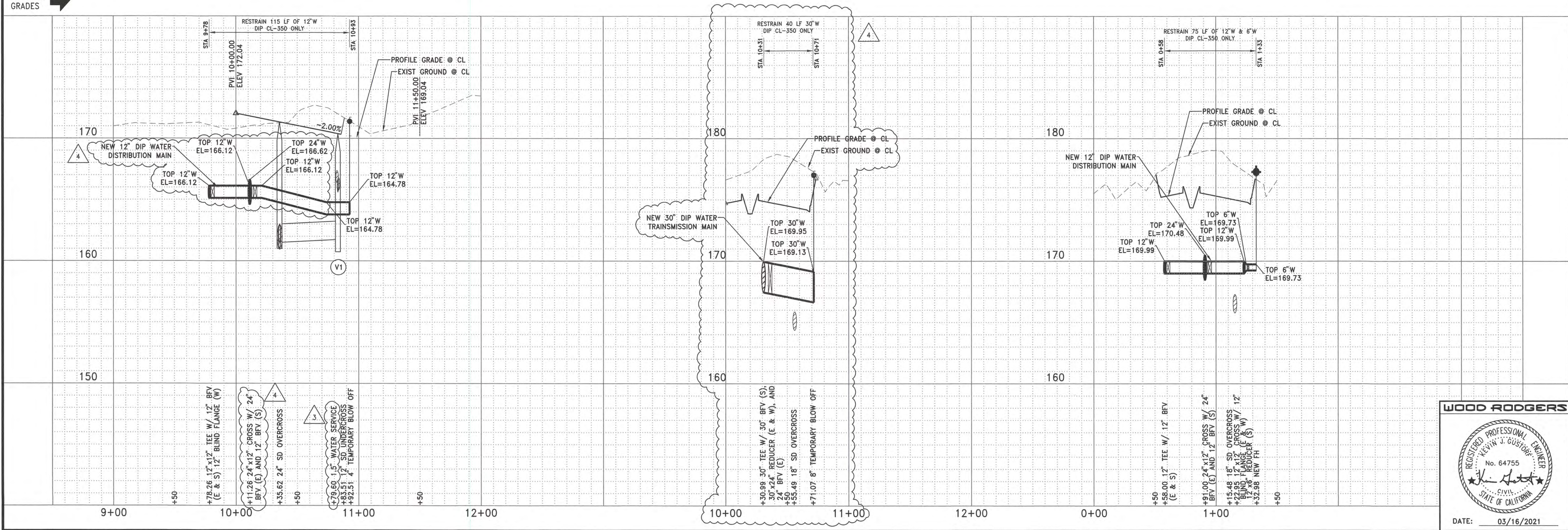
LEGEND

- NEW PAVEMENT
- STAMPED AND COLORED PCC
- DRIVEWAY PAVEMENT



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EXIST GRADES
PROP. GRADES



WOOD RODGERS

REGISTERED PROFESSIONAL ENGINEER
No. 64755
J. GUSTAFSON
CIVIL
STATE OF CALIFORNIA

DATE: 03/16/2021

IMPROVEMENT PLANS FOR
WHITE ROCK ROAD WIDENING
FITZGERALD RD TO 0.5 MILES EAST OF RANCHO CORDOVA PKWY
WATER PLAN AND PROFILE
CITY OF RANCHO CORDOVA
CALIFORNIA

PROJECT NO. 847019
W-11
SHEET 44 OF 77

DATE: MARCH 2021
SCALE: H: 1"=40' V: 1"=4'
DRAWN BY: DVD
DESIGNED BY: DVD
CHECKED BY: K.J.G.

3 FUTURE LANDSCAPE IRRIGATION CONNECTIONS
4 RELOCATION OF WATER MAIN STUB

NO. DESCRIPTION

DATE: 16/01/21
BY: [Signature]
ENR: [Signature]
DATE: [Signature]

Sheet 18 of 18

SCALE: N/A

SCALE: 1"=5'

SCALE: 1"=10'

SCALE: 1"=10'

SCALE: 1"=10'

MEMORANDUM



ITEM 16.5.

DATE: January 17, 2023
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman, Community Development Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH UPAVANTI INC. INCREASING THE ON-CALL CONTRACT AMOUNT FROM \$100,000 TO \$1,500,000 TO PROVIDE BUILDING PLAN REVIEW AND INSPECTION SERVICES**

RECOMMENDATION

Adopt the Resolution

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute the First Amendment to increase the level of services to an amount not to exceed \$1,500,000.

BACKGROUND

On November 28, 2022, the City executed Contract No. 2022-256, an on-call professional services agreement in the amount of \$100,000 with UpAvanti Inc. to provide on-call professional services including building plan review and inspection services. Due to the increase and magnitude of building development projects, there is a need to increase the on-call services for UpAvanti Inc. from \$100,000 to an amount not to exceed \$1,500,000. The attached Resolution (Attachment 1) authorizes the City Manager to execute the First Amendment in the form of Contract No. 2022-256-1 (Attachment 2) to increase the on-call services to an amount not to exceed \$1,500,000. The expiration date remains the same at December 31, 2025.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact. The contract will be funded by building permit revenues received which provide an allocation for plan review and inspection services.

ATTACHMENT(S)

1. Resolution
2. First Amendment

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT INCREASING THE ON-CALL AMOUNT FROM \$100,000 TO \$1,500,000 TO PROVIDE BUILDING PLAN REVIEW AND INSPECTION SERVICES

WHEREAS, on November 28, 2022 the City executed Contract No. 2022-256, an on-call professional services agreement with UpAvanti Inc, an S Corporation, in the form of Contract No. 2022-256 with an expiration date of December 31, 2025; and

WHEREAS, due to the increase in building development projects and the amount of work required to be provided for qualified building plan review services, there is a need to increase the on-call not to exceed amount for UpAvanti Inc. from \$100,000 to \$1,500,000; and

WHEREAS, the on-call amount exceeds the City Manager's signing authority to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute the First Amendment in the form of Contract No. 2022-256-1 with UpAvanti Inc. increasing the on-call professional services to an amount not to exceed \$1,500,000.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of January 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

**FIRST AMENDMENT TO THE ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND UPAVANTI INC.**

This First Amendment to the On-Call Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and UpAvanti Inc. ("Professional") as of December 20, 2022. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated November 28, 2022 for the purpose of providing on-call professional plan review, permitting, and field inspections; and

WHEREAS, this Amendment will increase the on-call contract amount from \$100,000 to \$1,500,000; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed One Hundred Thousand Dollars (\$100,000). The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed One Million Five Hundred Thousand Dollars (1,500,000), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
3. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

ITEM 16.5.

ATTACHMENT 2
CONTRACT NO. 2022-256-1

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Micah Runner, City Manager

Sareh Deyhimi, P.E., CASp, CBO

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

MEMORANDUM



ITEM 16.6.

DATE: January 17, 2023
TO: Honorable Mayor and Council Members
FROM: Adam Lindgren, City Attorney
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO GOVERNMENT CODE SECTION 54952(B) CONFIRMING THE STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 8625, RECOGNIZING CONTINUED MEASURES TO PROMOTE SOCIAL DISTANCING, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY FOR THE PERIOD FROM JANUARY 17, 2023 THROUGH FEBRUARY 16, 2023**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the City Council and the City's other legislative bodies to continue to meet via teleconference ("virtually") in a manner substantially similar to the manner in which they have met during the COVID-19 pandemic, if a proclaimed State of Emergency remains in effect and other requirements are satisfied.

BACKGROUND

All meetings of the City Council and the City's other legislative bodies are open and public, as required by the Ralph M. Brown Act, Government Code section 54950 et seq., so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business. On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct virtual meetings to slow the spread of COVID-19. As a result of Executive Order N-29-20, City Staff set up virtual meetings for the City Council and other City legislative bodies. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ended the provisions of Executive Order N-29-20 that allowed local legislative bodies to conduct meetings telephonically or by other means.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 ("AB 361"), which allows local legislative bodies to continue to conduct meetings via teleconferencing under specified conditions. AB 361 took effect upon the expiration of Executive Order N-29-20 on October 1,

2021. On September 20, 2021, the City Council held a meeting in compliance with AB 361's requirements for remote meetings.

In order for AB 361 to remain effective for meetings of the City's legislative bodies, the City Council is required to make specified findings every 30 days. AB 361 allows a legislative body to continue holding meetings utilizing teleconferencing without complying with the standard teleconferencing requirements if a State of Emergency is proclaimed under Government Code section 8625, the City has reconsidered the emergency conditions, and if the local Public Health Officer continues to recommend social distancing measures to protect the public's health and safety during local government meetings. These conditions are present.

Governor Newsom's March 4, 2020 Proclamation of Emergency related to the COVID-19 pandemic is still in effect. The potential spread of COVID-19 continues to threaten public health and safety during indoor public gatherings, including indoor gatherings of the Rancho Cordova City Council and other Rancho Cordova legislative bodies. In addition, the Sacramento County Public Health Officer continues to recommend teleconferencing or social distancing to protect the public's health and safety during local government meetings.

SUMMARY

The attached Resolution makes the required findings that the current conditions exist to allow teleconference meetings pursuant to AB 361 for the City Council and on behalf of all of the legislative bodies commissions and committees created by the City Council pursuant to Government Code section 54952(b). This will allow members of the public to safely observe and participate in local government meetings during the pandemic.

If a meeting is held via teleconference under AB 361, the following requirements apply:

1. Notices and agenda requirements remain the same under the Brown Act;
2. No physical location is required for public attendance or public comment. However, the public must be able to access and participate in the meeting through a call-in or an internet-based service, and instructions for how to participate must appear in the posted notices or agenda;
3. Teleconference meetings must protect the statutory and constitutional rights of the parties and the public;
4. If there is any disruption of the call-in or internet-based service, the agency must suspend the meeting until the problem is fixed;
5. Legislative bodies may allow public comments to be submitted prior to a meeting but must also allow the public to participate in real time through call-in or internet-based service;
6. If an internet-based service requires registration through a third-party, individuals can be required to register with the third-party to participate in the meeting; and
7. When providing a public comment period, whether after each item or during a general comment period, a legislative body must allow reasonable time for members of the public to comment and must also include reasonable time for members to register with a third-party host if applicable.

FISCAL IMPACT AND FUNDING SOURCE

The cost of continued remote access to Council meetings and the meetings of other City committees.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO GOVERNMENT CODE SECTION 54952(b) CONFIRMING THE STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 8625, RECOGNIZING CONTINUED MEASURES TO PROMOTE SOCIAL DISTANCING, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY FOR THE PERIOD FROM JANUARY 17, 2023 TO FEBRUARY 16, 2023

WHEREAS, the City is committed to preserving and promoting public access and participation in meetings of the legislative bodies; and

WHEREAS, all meetings of the City are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on September 20, 2021 the City held a meeting during a state of emergency under Government Code section 8625 and during a period of recommended social distancing by state and local officials while complying with Government Code section 54953(e)(2); and

WHEREAS, the City is required to make certain findings every thirty (30) days to continue teleconferencing under Government Code section 54953(e)(3), including reconsideration of the state of emergency declared by the Governor pursuant to Government Code section 8625, and State or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the City continues to experience emergency conditions due to COVID-19, specifically, the highly transmissible SARS-CoV-2 B.1.617.2 ("Delta") continues to threaten public health and safety during indoor public gatherings; and

WHEREAS, the City Council has considered the circumstances of the Governor's state of emergency proclamation pursuant to Government Code section 8625, which remains active; and

WHEREAS, on July 30, 2021, the Sacramento County Health Officer issued an order requiring all individuals, regardless of vaccination status, to wear a mask while indoors in public spaces; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) continues to recommend physical distancing of at least six feet (6’) from others outside of the household; and

WHEREAS, the Sacramento County Health Officer’s order incorporates the CDC’s guidance for vaccinated and unvaccinated people; and

WHEREAS, the City Council, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of the commissions, committees, and other bodies that were created by the City Council pursuant to Government Code section 54952(b) (collectively referred to as the “Legislative Bodies”), does hereby find that the Legislative Bodies shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the Legislative Bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953 as a consequence of the ongoing state of emergency and the continued social distancing measures required by local officials.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The City Council hereby considers the conditions of the state of emergency pursuant to Government Code section 8625 and proclaims that a local emergency persists throughout the City, affirms the Sacramento Health Order’s required and recommended measures to promote social distancing, and finds that the conditions continue to exist pursuant to Government Code section 54953(e)(3) to allow the Legislative Bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.

Section 3. Remote Teleconference Meetings. City Staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) February 16, 2023 or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova, this 17th day of January 2023, by the following vote:

AYES:

ITEM 16.6.

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 17.1.

DATE: January 17, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION APPROVING THE CITY OF RANCHO CORDOVA'S
ADJUSTED STORM DRAINAGE IMPACT FEE SCHEDULE FOR 2023**

RECOMMENDATION

Adopt the Resolution approving the Storm Drainage Impact Fee Schedule.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the 2023 Storm Drainage Impact Fee Schedule.

BACKGROUND

The City's Storm Drainage Impact Fee Program was established in 2020 through the City Council's adoption of Rancho Cordova Municipal Code (RCMC) Chapter 16.95. The City started collecting fees under this program in March 2021. The fees collected as part of the Storm Drainage Impact Fee Program facilitate new development through construction of major drainage infrastructure that provides regional benefits, while mitigating development impacts of the City's drainage system. The fees are paid by developers and collected at the project approval phase.

On an annual basis, the impact fees are adjusted to account for inflation based on the Engineering News - Record (ENR) index. This year the adjustment is 5.20%. In addition, credits and reimbursements pursuant to RCMC 16.95.110 and 16.95.120 are adjusted annually.

The 2023 Storm Drainage Impact Fee schedule ([Attachment 2](#)) includes a table showing the proposed fees that will take effect immediately upon approval of this resolution.

FISCAL IMPACT AND FUNDING SOURCE

The proposed Resolution would have no impact on the General Fund. Funds collected pursuant to the Storm Drainage Impact Fee Program will be used for City storm drain improvements.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - 2023 Drainage Impact Fees

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE ADJUSTED STORM DRAINAGE IMPACT FEE SCHEDULE FOR 2023

WHEREAS, the City separated from Sacramento County's Zone 11 drainage fee program and created a Storm Drainage Impact Fee Program in 2020; and

WHEREAS, City Council Adopted Municipal Code Chapter No. 16.95 Establishing The City's Storm Drainage Impact Fee Program In October 2020; and

WHEREAS, the City started implementing the new Storm Drainage Impact Fee Program in March 2021; and

WHEREAS, annually in January, the City will update the drainage impact fee schedule to account for inflation based on the Engineering News-Record Index, and this year the increase is 5.20%; and

WHEREAS, the adjusted 2023 Storm Drainage Impact Fee Schedule is included in Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA adopts the 2023 Storm Drainage Impact Fee Schedule.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of January 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

NOTICE OF UPDATED FEE 1-1-2023

Storm Drainage Impact Fees

NOTICE IS HEREBY GIVEN that the Storm Drainage Impact Fees will automatically be adjusted in January by averaging the percentage change in the 20-City and San Francisco Construction Cost Index (CCI) as reported by Engineering News Record (ENR) for the twelve-month period ending in October of the prior year.

	Percent Impervious	Base Fee/Acre	Admin Fee/ Acre	Total Fee/Acre
Commercial/Office/Retail ¹	70%	\$ 24,629.42	\$ 985.72	\$ 25,615
Industrial	70%	\$ 24,629.42	\$ 985.72	\$ 25,615
High Density Residential				
RMH	75%	\$ 26,390.47	\$ 1,056.21	\$ 27,447
RD-30 ²	70%	\$ 24,629.42	\$ 985.72	\$ 25,615
RD-25	70%	\$ 24,629.42	\$ 985.72	\$ 25,615
RD-20	70%	\$ 24,629.42	\$ 985.72	\$ 25,615
Medium Density Residential				
RD-15	70%	\$ 24,629.42	\$ 985.72	\$ 25,615
RD-10	60%	\$ 21,111.54	\$ 844.76	\$ 21,956
RD-7	50%	\$ 17,592.60	\$ 703.79	\$ 18,296
RD-6	40%	\$ 14,074.71	\$ 562.82	\$ 14,638
Low Density Residential				
RD-5	40%	\$ 14,074.71	\$ 562.82	\$ 14,638
RD-4	38%	\$ 13,370.92	\$ 534.42	\$ 13,905
RD-3	33%	\$ 11,436.29	\$ 456.57	\$ 11,893
RD-2	28%	\$ 9,676.30	\$ 386.08	\$ 10,062
RD-1	25%	\$ 8,796.82	\$ 352.42	\$ 9,149
AR-1	17%	\$ 5,981.67	\$ 238.80	\$ 6,220
AR-2	10%	\$ 3,517.89	\$ 140.97	\$ 3,659
AR-5	10%	\$ 3,517.89	\$ 140.97	\$ 3,659
AR-10	10%	\$ 3,517.89	\$ 140.97	\$ 3,659
Mowed grass with graded and piped to drain	20%	\$ 7,036.83	\$ 281.94	\$ 7,319
Mowed grass with no piped drainage	10%	\$ 3,517.89	\$ 140.97	\$ 3,659
Impervious Area Park ²	75%	\$ 26,390.47	\$ 1,056.21	\$ 27,447
School Campus with detention	25%	\$ 8,796.82	\$ 352.42	\$ 9,149
School Campus	50%	\$ 17,592.60	\$ 703.79	\$ 18,296

Impervious area for Commercial and Industrial reduced to reflect the use of Low Impact Development (LID) practices, meeting HMP requirements¹ and increased landscaping standards. Actual fees may vary if LID not utilized

² A school or park that detains greater than 50% of peak flow value, at the discretion of the City, may reduce the fee by 50%.

MEMORANDUM



ITEM 18.1.

DATE: January 17, 2023

TO: Honorable Mayor and Council Members

FROM: Nicholas Sosa, Associate Planner

SUBJECT: LOGISTICENTER AT RANCHO CORDOVA MAJOR DESIGN REVIEW – PROJECT NO. PLND-1021-0015

PROPERTY OWNER:
DPML Bear Hollow, LLC
5500 Equity Avenue
Reno, NV 89502

APPLICANT/DEVELOPER:
Dermody Properties
George Condon
5500 Equity Avenue
Reno, NV 89502

PROJECT: Logisticenter at Rancho Cordova – Major Design Review
FILE: PLND-1021-0015
LOCATION: Corner of Bear Hollow Drive and N. Mather Boulevard
APN: 072-2360-041-0000
PLANNER: Nicholas Sosa, Associate Planner

RECOMMENDATION

There is no Staff recommendation at this time.

Staff is providing a response to Council's concerns that were raised at the December 5, 2022 Council meeting and responding to additional information from the applicant and the applicant's attorney. Staff will be seeking additional direction from Council for this project. The public hearing will be continued to a future Council date. At that time, staff may bring back documents for possible final action based upon Council's direction.

PROJECT BACKGROUND

The project was previously presented on December 5, 2022, at the regularly scheduled City Council Meeting. After City Council was presented the project, there were requests for:

- A. additional modifications to the building to create a more office building feel for the design;
- B. additional renderings for the project from various locations within the vicinity of the site;
- C. further consideration by the applicant about possible limits of operating hours and required truck routes for the project; and

- D. analysis regarding what the definition of a warehouse was at the time of the development agreement and how that relates to today's warehouse standards.

The project was then continued to the January 17th meeting to provide adequate time for Staff to work with the developer on addressing these concerns. The applicant has provided revised project elevations and renderings and additional research has been conducted to respond to questions directed toward Staff. The attorney for the applicant also submitted letters to the City Council on November 29 and December 14 which are discussed in part below. An additional letter from the applicant's attorney was received on January 10th. The letter was not received in time to provide a response in the staff report. However, the City Attorney will address the letter at the hearing.

1. The Council requested to have the building portray more of an office building look with more articulation and horizontal window paneling and to minimize the look of a long monolithic building through variations of color, height, and articulation.

Such requested changes would be consistent with specific provisions of the SPA design guidelines:

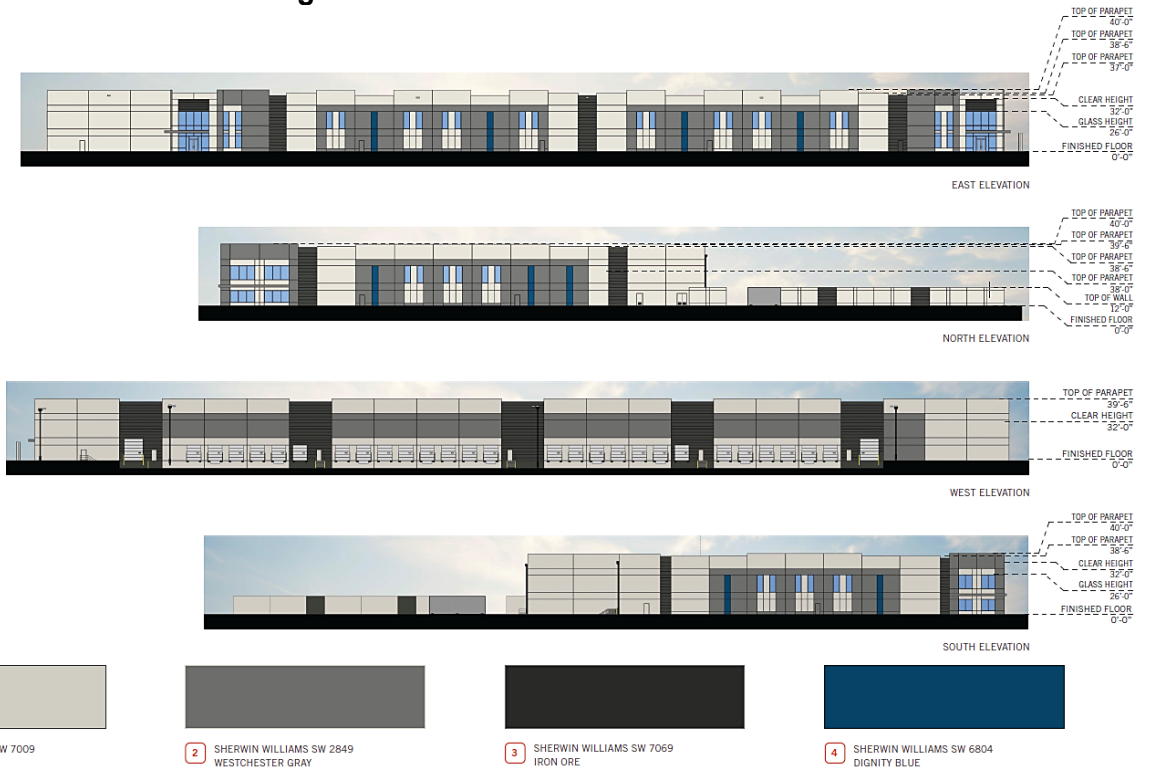
- A. "Building form should avoid proportionally long, flat surfaces. Architecture on non-residential buildings should include columns, indentations, overhangs, patios, trellises, and surface textures, on all elevations visible off-site...Large areas of blank walls with few openings or details should be avoided on facades facing streets or public spaces." (Villages of Zinfandel SPA DG, pg 23.)
- B. "Building elevations must be attractively designed on all four sides. Walls at interior property lines or project phase lines must be given specific design attention, with color, physical relief, and/or landscaping. Backs and sides of buildings visible from public streets should incorporate window and door openings." (Villages of Zinfandel SPA DG, pg 24.)
- C. "Variation in the shape, color, and texture of roof structures should be used to create diversity and interest...Flat, monotonous surfaces shall be avoided." (Villages of Zinfandel SPA DG, pg 24.)

The Applicant has submitted revised elevations that include additional windows to create more visual variation and articulation and more of an office space look. The proposed windows are larger and occupy more of the façade along Bear Hollow Drive and N. Mather Boulevard. The Applicant has also incorporated additional roof variation on the facades facing Bear Hollow and N. Mather that show a maximum height of 40 feet to highlight windowed areas with other parapet areas showing a 3-foot drop at 37 feet in height. On the west elevation, the applicant has provided a slight roofline variation, but has not added details to the large blank facades above the truck bays. The comparison of the project's original submittal with their revised current submittal can be seen in **Figures 1 and 2**.

Figure 1: Original Submittal



Figure 2: Current Submittal



2. The Council also requested additional renderings of the project from locations within the vicinity of the project site.

The Council's request for additional renderings included areas such as Navigator Elementary School and the Veranda subdivision. The renderings below provide a perspective from each of the marked locations of what the built environment would be at project completion. Given these distances, it is difficult for staff to comment on the compatibility of the structure with the surrounding area as the aesthetic impact of the structure within the provided image is minimal. It is also important to note that these photographic renderings show the site and surrounding properties as they stand today and does not include any future proposed projects that may be currently under review or projects that could be potentially submitted that could significantly alter the visibility of the structure from these viewpoints.

Figure 3: From Queens Arbor at Elementary School



Figure 4: From Portico Circle in Veranda



3. The Council also mentioned larger, more mature trees at installation for the project landscaping to mask/screen the building.

The Applicant has been working with the City's Arborist as well as their own landscape architect and have provided the largest trees at installation as possible without sacrificing the future health and performance of the trees. The project proposes (141) 24-inch box trees, (28) 36-inch box trees, and (36) 48-inch box trees. The landscape plan places the largest 48-inch box trees in areas that would provide the most screening of the building. This landscape plan was described in detail as part of the December 5th staff report (see attachment 1). No modifications have been made to the landscape plan as part of this resubmittal.

4. The applicant has already agreed to Conditions of Approval that would significantly limit operation of semi-trucks, and truck routes. This was discussed in the December 5th staff report and presented at the hearing, but a summary of those improvements are listed below.

The site is conditioned and designed to direct truck trips to US-50 via two routes:

- North Mather to Zinfandel Drive then US-50.
- North Mather to Mather, Femoyer, International, Mather Field Road then US-50.

In their existing state, traffic on these routes is generally free flowing except during peak hours in the vicinity of interchanges (approaching freeway 50 north of White Rock on

Zinfandel, and north of Rockingham on Mather Field). Congestion in the vicinity of urban interchanges is common in the region and state.

Design elements incorporated into the project include an angled driveway that directs trucks south on Bear Hollow directly to North Mather. And the project is conditioned to construct bulb-outs at the intersection of Bear Hollow with Air Park, Robola and Auvernat. The proposed bulb-outs will narrow the road resulting in further deterrent to trucks driving this corridor, reduced speeds for all vehicles, and greater protection for pedestrians.

5. Response to assertions of applicant's attorneys.

- A. The City is implementing design standards that were adopted at the same time as the zoning that allows warehouse uses, the City is not imposing any later enacted requirements or conditions.

A warehouse being an allowed use on this site does not mean that the currently proposed design complies with the design standards and must be approved. The use table and Design Guidelines work in concert. The project must comply with both.

- B. The applicant's attorneys misstates or does not address critical design provisions and requirements of the SPA.

The warehouse design standards are those that were in effect when the SPA and DA were adopted in 2003, not those in the 2020 Commercial Real Estate Development Association "Rules of Thumb for Distribution/Warehouse Facilities Design" cited by the applicant's attorneys.

The applicants, not the City, have introduced evidence of warehouse design from after the date the Development Agreement and SPA were approved.

The applicant's attorneys cite to a Rule of Thumb for Distribution/ Warehouse Facilities Design noting that "to support modern logistics uses, buildings of 150,000 square feet and greater should provide 36-foot interior clearance, which requires an exterior height of approximately 40 feet" (December 14 letter, footnote 7)

The applicant's attorney does not point to any section of the SPA or design standards from 2002 or contemporaneous sources to establish that any warehouse use requires a 36-foot internal clearance for the entire structure.

- C. The applicant's attorneys do not address how the building form avoids long flat surfaces, an objective design standard present in the SPA¹.

The City has the discretion to require a design conforming to this standard in the SPA.

- D. The City has the discretion to require design modifications to all four sides of the building and all elevations, contrary to the assertion from the applicant's attorneys' that

¹ "Building form should avoid proportionally long, flat surfaces. Architecture on non-residential buildings should include columns, indentations, overhangs, patios, trellises, and surface textures, on all elevations visible off-site...Large areas of black walls with few openings or details should be avoided on facades facing streets or public spaces." (Villages of Zinfandel SPA, DG pg 23.)

it is not required to “make aesthetic changes to ‘all four sides’ of the Project’s elevations”.

The SPA Design Guidelines specifically provide the City with the authority in two separate sections to require such aesthetic changes on all four sides of the project building. The SPA states “[b]uilding elevations must be attractively designed **on all four sides**” and “[a]rchitecture on non-residential buildings should include columns, indentations, overhangs, patios, trellises, and surface textures, **on all elevations visible off-site.**” (Villages of Zinfandel SPA DG, pgs 23-24.)

The applicant’s attorneys assert that the City does not have the discretion to impose both aesthetic modifications on all four sides as well as requiring landscaping that shields the enormity of the building from view, however this assertion is contrary to the intent of the Design Guidelines as each design modification is not mutually exclusive. The City may impose design modifications as necessary to bring the project into compliance with the design standards. Landscaping is not a substitute for compliance with these building design standards. Even the best landscaping cannot permanently and immediately achieve what building design accomplishes, including avoidance of “proportionally long, flat surfaces” and “[v]ariation in the shape, color and texture of roof structures”.

The Council may wish to consider in particular the articulation, design details of the west elevation.

E. Roof lines on all sides should be articulated and varied.

The SPA states “[v]ariation in the shape, color, and texture of roof structures should be used to create diversity and interest...Flat, monotonous surfaces shall be avoided.” (SPA DG pg 24) In their November 29th letter, the applicant’s attorneys assert that “the City has no legal authority to deny the Project or to condition approval on Dermody’s agreement to reduce the building height”. Unsupported by any cited legally authority and seemingly ignoring this roof design standard, the applicant’s attorneys thus appear to take the position, that in implementing this standard, the City could not cause any even slight reduction of the proposed height of any portion of the project roof line, even in portions that may be flat, monotonous and unvaried contrary to this standard.

F. Project site is different in location, surroundings, and requirements from other nearby commercial sites.

The project site is situated in an area with the National Guard Headquarters to the north and west, Mater airport to the south and a vacant parcel to the east. The specific project location is not adjacent to residential uses or other commercial sites. Similar uses on other locations within the VZSPA have different built environments that may hold those uses to more stringent development standards.

ENVIRONMENTAL

The Logisticcenter at Rancho Cordova Major Design Review would be exempt from CEQA review under CEQA State Guidelines Section 15183. This exempts from CEQA projects that are consistent with the development density established by existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified, except as

might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. The project is located within the Villages of Zinfandel Special Planning Area (VOZSPA). An EIR was certified by the Sacramento County Board of Supervisors in 1998 for the VOZSPA. Additionally, a Supplemental EIR was prepared and certified by the Sacramento County Board of Supervisors in 2002 for the plan area.

The Logistcenter at Rancho Cordova Major Design Review involves development of a 155,040 square foot industrial shell building with parking and loading docks. The development also includes landscaping, drainage, and required screening/fencing for a loading dock area. The business and professional park (BP) site was identified in the Villages of Zinfandel Special Planning Area EIR and uses contemplated within the BP designation include those uses listed in the Sacramento County Zoning Code under the BP and MP (Industrial Office Park) use tables located in Chapter 25 and Chapter 30. Warehousing is a permitted by right uses as listed in Table IV I.3.

Additional supplemental technical studies were prepared to further support that no additional project related impacts would occur as a result of the proposed project. These technical studies include additional traffic analysis, as well as a noise study. The traffic analysis results were summarized under the Traffic Improvements section of the December 5th staff report. The noise study that was completed concluded that noise levels associated with the project generated on-site operations would satisfy the General Plan noise criteria at the nearest existing residential uses. This is due in part to existing solid noise barriers in the vicinity, as well as overall on-site operational practices.

As this Major Design Review is consistent with the Special Planning Area and the environmental documentation prepared for the Special Planning Area, it is exempt from CEQA review. So long as the project does not have any project-specific significant effects peculiar to the Major Design Review and not identified in the previous environmental documentation, the project is exempt and no environmental document pursuant to CEQA is required. The project applicant is requesting approval of a Major Design Review for the proposed project. Additionally, under CEQA, the City lacks the discretion under the Major Design Review approval process to consider environmental effects not related to the design of the Project, including, but not limited to human health impacts from toxic air contaminants, greenhouse gas emissions, and impacts of biological resources.

NEXT STEPS

Upon conclusion of the presentation and public testimony, City Council could do one of the following:

1. Direct staff to return at a later City Council meeting with final action documents
2. Direct the applicant to make additional modifications to the proposed project.

ATTACHMENT(S)

1. Staff Report dated December 5, 2022
2. Project Plans
3. DRAFT Project Conditions
4. Letter from Miller Starr Regalia dated October 3, 2022
5. Letter from Miller Starr Regalia dated November 29, 2022
6. Letter from Miller Starr Regalia dated December 14, 2022

7. Letter from Miller Starr Regalia dated January 10, 2023
8. Presentation

MEMORANDUM



DATE: December 5, 2022

TO: Honorable Mayor and Council Members

FROM: Nicholas Sosa, Associate Planner

SUBJECT: **LOGISTICENTER AT RANCHO CORDOVA - MAJOR DESIGN REVIEW – PROJECT NO. PLND-1021-0015**

PROPERTY OWNER:
 DPML Bear Hollow, LLC
 5500 Equity Avenue
 Reno, NV 89502

APPLICANT/DEVELOPER:
 Dermody Properties
 George Condon
 5500 Equity Avenue
 Reno, NV 89502

PROJECT: Logisticenter at Rancho Cordova – Major Design Review
FILE: PLND-1021-0015
LOCATION: Corner of Bear Hollow Drive and N. Mather Boulevard
APN: 072-2360-041-0000
PLANNER: Nicholas Sosa, Associate Planner

RECOMMENDATION

There is no staff recommendation at this time. Staff is providing a response to public comment received as well as Council's concerns that were raised at the July 18th Council meeting and will be looking for any additional direction from Council for this project. The requested Major Design Review is within the Villages of Zinfandel Special Planning Area (VOZSPA) and therefore applicable design standards listed within the VOZSPA would be utilized to determine approval or denial of the project. This meeting is intended to discuss the project in detail regarding these standards and provide direction to Staff to return to Council with a final resolution based upon that discussion, at a later date. As a result of the holiday City Council schedule, the public hearing will be continued to the January 17, 2023 City Council meeting. At that time, staff may bring back draft documents for possible final action based upon Council's direction.

VILLAGES OF ZINFANDEL SPECIAL PLANNING AREA BACKGROUND

The Project, Logisticenter at Rancho Cordova, is located within the VOZSPA. The Special Planning Area was approved in 2002 by Sacramento County. The VOZSPA includes residential, commercial, business professional, light industrial, parks, bike trails, and open space uses. An Environmental Impact Report (EIR) was prepared, which took into consideration full build out impacts of the VOZSPA, including biological, noise, traffic, and utilities. The EIR was certified for the Special Planning Area in 1998 by Sacramento County and a Mitigation Monitoring Reporting Program was adopted.

When the VOZSPA was adopted, the property owners entered into a Development Agreement with Sacramento County, which had jurisdiction over the planning area at the time. This Development Agreement created vested rights for the property owner which effectively solidified all regulations and developments standards at that time (2003) to be applicable within the VOZSPA for the life of the twenty-year term of the development agreement. At the time that these rights were vested by the County in favor of the property owners, the VOZSPA and 2003 Sacramento County Zoning Code were the applicable documents and therefore continue to be the regulatory documents utilized for permitted and conditionally permitted uses and development standards such as building size, setbacks, landscaping, and parking for projects under review today. The standards in the City of Rancho Cordova Municipal Code, including the standards for Major Design Review in Section 23.141 are subordinate to and cannot be applied in conflict with the VOZSPA or the County Code. Under the Development Agreement only City standards that do not “prevent development of the Property to the uses, and to the density, or intensity of development” and “do not negatively impact the timing or rate of development of the Property” can be applied to the Project. (DA Section 2.4)

In addition to the vested rights established by the property’s Development Agreement, the Villages of Zinfandel’s allowed uses and development standards are further limited by the Mather Field Airport’s overflight zone which is “governed” by the Sacramento Area of Council of Governments and the Mather Airport Land Use Plan. The Land Use Plan includes limitations based upon a property’s proximity to the airport. Areas that are most restrictive are those within the flight safety zones which are within the direct approach/departure flight paths of the runway. These areas are limited in both use and construction to minimize potential destruction if an accident should occur. The Land Use Plan also includes “Sound Contours” which are areas of excessive noise from the approach and departure of planes on the runway. The noise levels in these areas range from 75-60 decibel’s which further dictates allowed uses within the area as these noise levels would not be appropriate for certain uses such as office space or residential housing which has a limitation of a maximum of 55 decibels. The proposed project is located partially within one noise contour level, the 65-decibel noise contour. The Land Use Plan of the airport in conjunction with the vested rights of property owners in the Villages of Zinfandel SPA are both utilized in reviewing projects to determine which uses are allowed within certain areas of the VOZSPA and which development standards are applicable to each project.

PROJECT HISTORY

The Applicant submitted an application on October 25, 2021, for a 155,040 square foot shell building called Logisticcenter at Rancho Cordova which includes a loading dock area, commercial parking, and additional site improvements located at the intersection of Bear Hollow Drive and N. Mather Boulevard. The project site is zoned Business and Professional Office (BP) within the Zinfandel Special Planning Area (VOZSPA) and is surrounded by other office and industrial uses as shown in **Figure 1** and listed in **Table 1** below.

Figure 1: Project Location



Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
Subject Site	Undeveloped lot	Office Mixed Use (OMU)	Business Professional Zinfandel Special Planning Area (BP VOZSPA)
Northwest	California Military Department Consolidated Headquarters	Office Mixed Use (OMU)	Business Professional Zinfandel Special Planning Area (BP VOZSPA)
Northeast	Undeveloped Lot	Office Mixed Use (OMU)	Business Professional Zinfandel Special Planning Area (BP VOZSPA)
South	Mather Air Force Base (County) / Detention Basin	Airport (County) / Open Space	Mather Airport (County) and Open Space Zinfandel Special Planning Area (O VOZSPA)

The proposed project included a 155,040 SF building oriented with frontage along N. Mather Boulevard and side frontage along Bear Hollow Drive. The site provides a total of 3 access points to the property, one along N. Mather and two along Bear Hollow. This project is only for a shell building and does not include specific uses at this time and therefore no use permits have been included with this project. As a shell building, the project has been reviewed as a “wholesaling and warehousing” use which is permitted by right within the BP zoning designation of the VOZSPA. Any future tenants that are not permitted by right at this location will be required to obtain the appropriate use permits from the Planning Department and will be subject to additional review at that time.

The Applicant held their initial neighborhood meeting on November 16, 2021, at 6:00PM via zoom and responded to minor concerns that were proposed at the meeting regarding lighting and noise which were adequately addressed by the Applicant.

The project was then presented at City Council on April 18, 2022, at the regularly scheduled City Council Meeting. After City Council was presented the project, there were some concerns with the bulk and massing of the building and staff was directed to work with the applicant to utilize additional landscaping to help mask the massing. Concern was also raised regarding direction of the truck traffic to and from the subject property. Staff was directed to continue to work with the Applicant to resolve these concerns and return to Council with an updated project.

City Staff held a community meeting at City Hall on June 27, 2022, to provide the Stone Creek Community a better understanding of the history of the Villages of Zinfandel Special Planning Area, regulatory documents applicable to this site, as well as all other sites in the SPA, and the extent of Staff's ability to regulate these projects. Over 150 residents attended the meeting. Attendees provided both questions and concerns, that were addressed by Staff and the original developer/property owner of the Villages of Zinfandel. Concerns that arose at the community meeting revolved around overall truck traffic throughout the area as well as the potential air quality effects of the added truck traffic.

Staff worked with the Applicant to address their concerns and the project was presented back to City Council on July 18, 2022. The project included additional large stature trees for landscape screening for the loading dock area both along Bear Hollow and the elevated bike trail. The revised project also included additional conditions of approval for restrictions on truck routes as well as a requirement for additional signage directing trucks to use N. Mather only as shown in green in **Figure 2**.

Figure 2: Allowed Truck Access Route



CURRENT PROJECT

Since the July 18th City Council meeting, an additional neighborhood meeting was held by the Applicant on September 7, 2022, at 5:30PM here at City Hall. The meeting was held with stations highlighting various aspects of the project including traffic, architecture, and landscaping. Each station included a topic expert to help explain the project in detail for residents. From the meeting, there were still concerns regarding traffic and landscaping. To help address these concerns, the most recent submittal has provided modifications to the tree sizes and species on-site, modifications to the façade of the building, modifications to the parking lot, driveway and entrances, as well as off-site improvements to help mitigate potential impacts to the area from the facility.

Updated Façade Designs/Building Form

As previously mentioned, the project is located within the VOZSPA and therefore must adhere to applicable non-residential development standards and architectural guidelines listed within that Special Planning Area. As part of their most recent submittal, the Applicant has added revisions to their project to accommodate the required design guidelines. The Applicable guidelines can be found in Section 5; Subsection (D). Key elements regarding Building Form have also been summarized below.

- “Bulk of building massing generally should be minimized especially where residential character predominates”.
 - The nearest residential neighborhood to the project site is 930 ft. to the east, to the Veranda subdivision and 790 ft. to the north. The National Guard Headquarters building is located immediately north of the project site and includes one large building and a few smaller ancillary buildings totaling 285,000 sq. ft. These building have no roof or wall articulation.
- “Buildings should maintain a scale compatible with residential neighborhoods”
 - The proposed project is for a single building that is approximately 155,040 square feet in size. Other recently constructed buildings in the area include the Bold and Beauty building located at the intersection of Zinfandel Drive and N. Mather Boulevard which is approximately 164,000 square feet with parapets ranging from 37’ (for a majority of the building) with a max height of 46’-4” (at three architectural tower features) and the CA National Guard Headquarters adjacent to this property which is approximately 238,000 square feet for its main building at a height of approximately 39-feet tall.
 - The maximum height listed in section 325-04 of the 2003 Sacramento County Zoning Code is 40-feet. However, the project must meet the required design guidelines.
- “Building masses should be mitigated by elements such as canopies or trellises designed to focus attention on smaller-scaled elements of the building”
 - The project incorporates metal canopies at storefront entrances as well as architectural trellises along large facades visible from Bear Hollow Drive and N. Mather Boulevard.

- “Indentations, or other means of articulation, should be used to avoid monolithic effect.”
 - The updated facades have incorporated additional roofline articulation with parapets steps at a maximum height of 40-feet and lower areas at 38-feet along public right of way elevations.
- “Building form should avoid proportionally long, flat surfaces”, “Flat monotonous surfaces shall be avoided.”
 - As proposed, the building incorporates some relief by utilizing canopies and inset vertical panels.
- “Architecture on non-residential buildings should include columns, indentations, overhangs patios, trellises, and surface textures, on all elevations visible off-site”
 - The project includes metal canopies at storefront entrances at the southwest corner as well as the southeast corner. Trellis features have also been incorporated along long facades facing N. Mather Boulevard and Bear Hollow Drive.
 - The project has also included a dark gray inset panels and windows along visible extensive facades to break up large blank walls.
- “Storefronts should wrap around corners to create a sense of transparency and activity at intersections”
 - The projects storefront entrances wrap around corners of facades.
- “Large areas of blank walls with few openings or details should be avoided on facades facing streets or public spaces”
 - The project has added visible dark gray inset panels to the project to accompany vertical windows along large areas of the facades visible by the Public.

The applicant has provided elevations and renderings that portray the design modifications that are detailed in the above section as well as a detailed image of the proposed landscaping at time of installation and 6-10 years from now. These renderings can be seen in **Figures 3-5** below.

Figure 3: Visibility from N. Mather Blvd & Bear Hollow Drive



Figure 4: Visibility at Southeast Corner Close Up





Figure 5: Visibility from Bear Hollow Drive

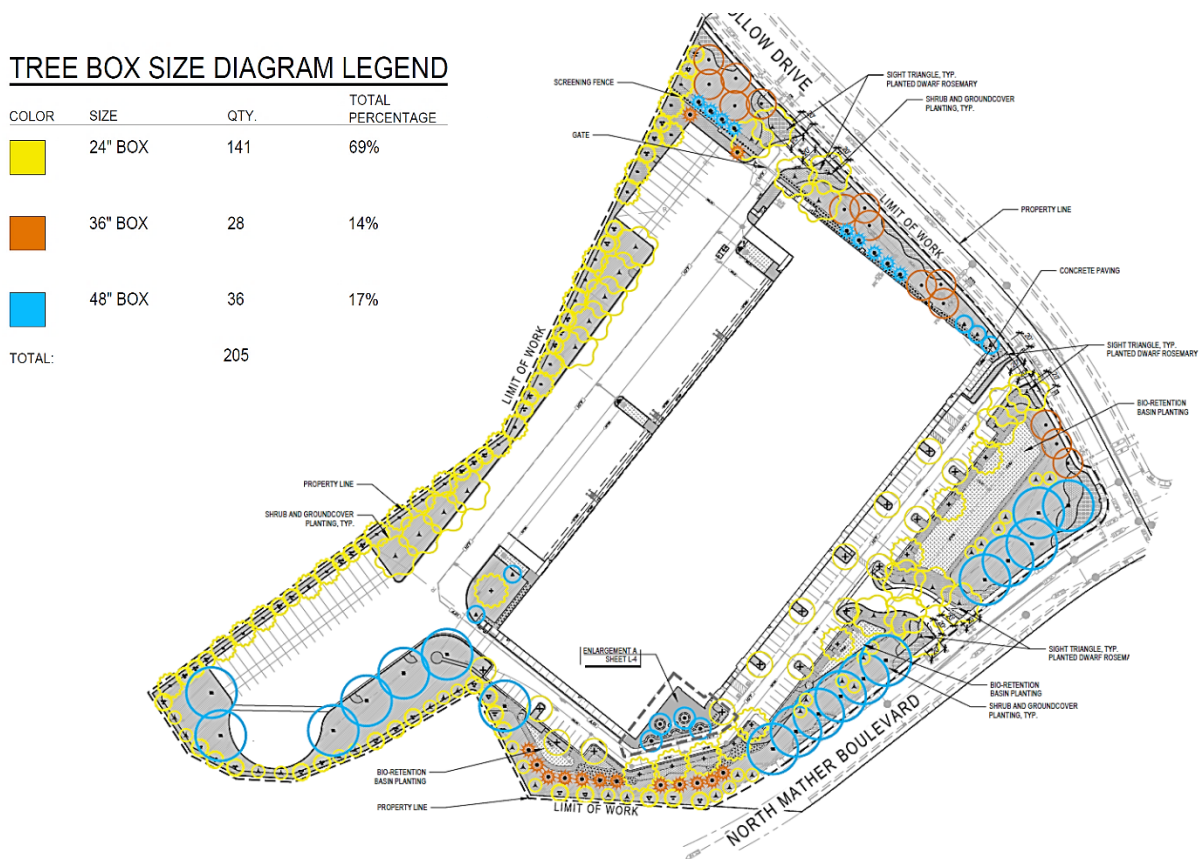




Landscaping Modifications

At the July 18th meeting, residents still voiced concerns regarding landscaping along Bear Hollow Drive and N. Mather Drive. The project includes a 12-foot screen wall at this location, however, rather than increase the height of the wall, the project proposed a more natural landscape screening of trees and shrubs that would minimize visibility of the truck area in the rear at approximately 10 years in the future. Concerns were raised in regard to the size of the landscaping and the time that would be required for the landscaping to complete its intended purpose of screening the loading dock area and commercial truck parking area at the north end of the property. As part of this most recent submittal, the Applicant has modified the proposed species of the trees and has also increased the initial proposed sizes of the trees and density of the plantings to speed up the screening ability of the landscaping.

Figure 6: Landscape Tree Size Map



The Applicant has worked with the City's Arborist to determine the best species of trees as well as the most appropriate number of trees throughout the site that would result with the desired outcome while still maintaining the necessary growth spacing and separation.

There is a total of thirty-six, 48-inch box trees placed strategically in areas that would require the most screening such as along public rights of way and the existing bike trail to the southwest of the site. Other proposed trees include twenty-eight, 36-inch box trees and one-hundred forty-one, 24-inch box trees. These trees have been added in areas that are unable to accommodate a 48-inch box tree and areas that would increase the overall density of the landscaping to provide a thorough screening. In speaking with the City Arborist, the proposed density of trees shown in Figure 6 would be the maximum that the site would be able to accommodate with minimal overcrowding of canopies. Overcrowding can lead to several future concerns that could hinder the performance of the tree. The City's Arborist has listed a few of those potential issues below.

- Trees planted too close together can result in narrow misshapen canopies with weak branching and poorly tapered trunks as the trees are not receiving enough sunlight. Long-term survival is much less likely for weakened trees
- There is more competition for available water and nutrients and many of the trees are likely to grow slower and possibly fail to thrive.
- Overcrowded trees are more prone to pests and diseases. Poor air circulation from crowded canopies favors fungal diseases such as powdery mildew. Aphid and mite

infestations are also common in crowded conditions. The 23 proposed London Plane trees are very susceptible to all of these pests and diseases.

The diagram shown in Figure 6 portrays the largest possible trees on-site as well as the largest number of trees possible (a total of 205, most of which are evergreen) without overcrowding the site. The Applicant has also provided updated renderings showing what the proposed landscaping would look like at installation as well as 10 years into the future (**See Figures 3 through 5**)

Traffic Improvements

Trip generation for this site is estimated by KD Anderson & Associates to be 217 to 755 trips per day depending on the ultimate use of the site. Peak hours are estimated to be up to 115 trips in the morning hour and 101 trips in the afternoon hour. Of the daily trips, it is estimated that 34 to 93 will be trucks.

The site is conditioned and designed to direct truck trips to US-50 via two routes:

- North Mather to Zinfandel Drive then US-50.
- North Mather to Mather, Femoyer, International, Mather Field Road then US-50.

In their existing state, traffic on these routes is generally free flowing except during peak hours in the vicinity of interchanges (approaching freeway 50 north of White Rock on Zinfandel, and north of Rockingham on Mather Field). Congestion in the vicinity of urban interchanges is common in the region and state.

Light industrial uses generate less trips than office/residential/retail use and their trips are spread throughout the day (trip generation from light industrial is about 50% of that generated by office). Therefore, warehouse/light industrial uses contribute less to congestion than other uses. Additional traffic from the proposed project is not projected to significantly change the level of service on these roads in the short or long term. And the estimated trip generations are consistent with assumptions of the Villages of Zinfandel Special Planning Area.

Truck traffic results in greater wear on roads compared to passenger vehicle traffic. The project is conditioned to annex into the City's community facilities district for street and lighting maintenance, including a load factor to account for truck trips. The estimated tax for fair-share street and lighting maintenance at this site is approximately \$10,500 per year.

Design elements incorporated into the project include an angled driveway that directs trucks south on Bear Hollow directly to North Mather. And the project is conditioned to construct bulb-outs at the intersection of Bear Hollow with Air Park, Robola and Auvernat. The proposed bulb-outs will narrow the road resulting in further deterrent to trucks driving this corridor, reduced speeds for all vehicles, and greater protection for pedestrians.

In addition to the site-specific analysis, staff analyzed the assumptions of the 2002 environmental impact report relative to current traffic models and development that has occurred through 2022. Staff findings are that the actual development being realized for existing, proposed, and planned developments in the SPA is lower than what was identified in 2002 planning documents. Roadways were planned and built to accommodate traffic based on the projections in 2002. With the lower regional, area, and project specific trip generations, it is expected that there will be sufficient roadway capacity. The interchanges with US 50 have existing peak hour congestion which is expected to continue into the future. These changes in

realized development are lessening the expected future deficiencies at interchanges relative to projections in the 2002 environmental impact report.

Resident Frequently Asked Questions

The application was originally submitted in October of 2021. Over the course of the project, both Staff and City Council have received numerous correspondence from the community with inquiries on the details of the project, the status of the review, and the standards and regulations applicable, as well as correspondence voicing direct opposition to the project. Many of the questions presented by the community were similar or overlapped other questions that we may have received from other community members. Therefore, in an effort to provide a response to all community members that is consistent and available to everyone, Staff has created a Frequently Asked Questions (FAQ) sheet that addresses a majority of the common questions that we've received. This FAQ sheet has been included as Attachment 3. It is important to note that the questions that have been addressed do not include any questions that require a final determination of the project or questions that imply approval or denial of the proposal. These questions can only be answered at the public hearing of the decision-making body, which for this project, would be City Council.

ENVIRONMENTAL

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NEXT STEPS

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ATTACHMENT(S)

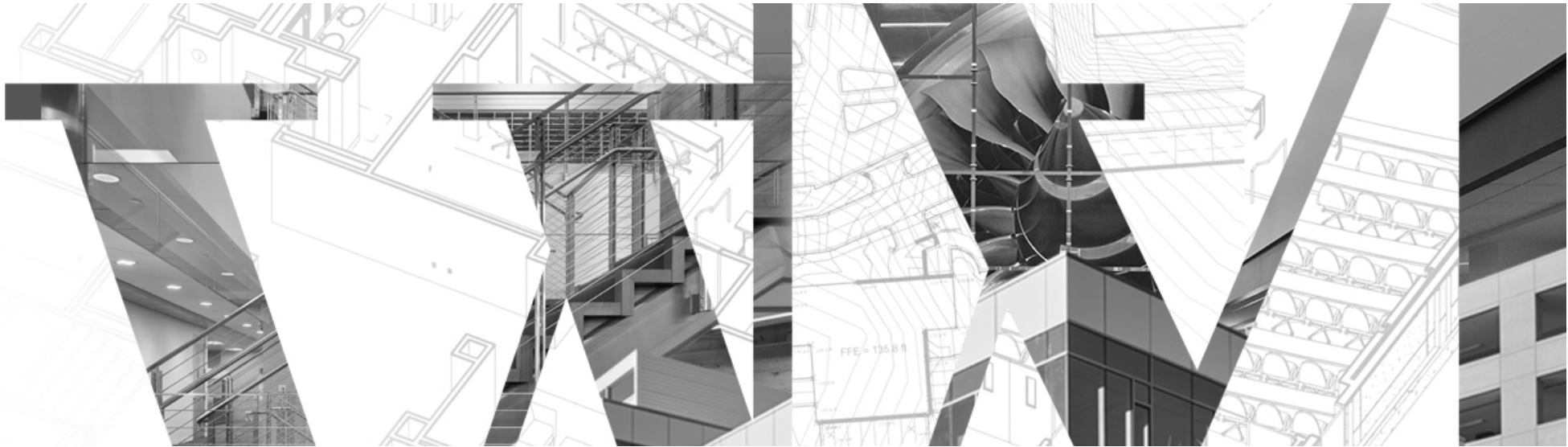
1. Project Plans
2. DRAFT Project Conditions
3. Frequently Asked Questions
4. Presentation
5. Letter from Miller Starr Regalia dated November 29, 2022



**LOGISTIC CENTER AT
RANCHO CORDOVA**

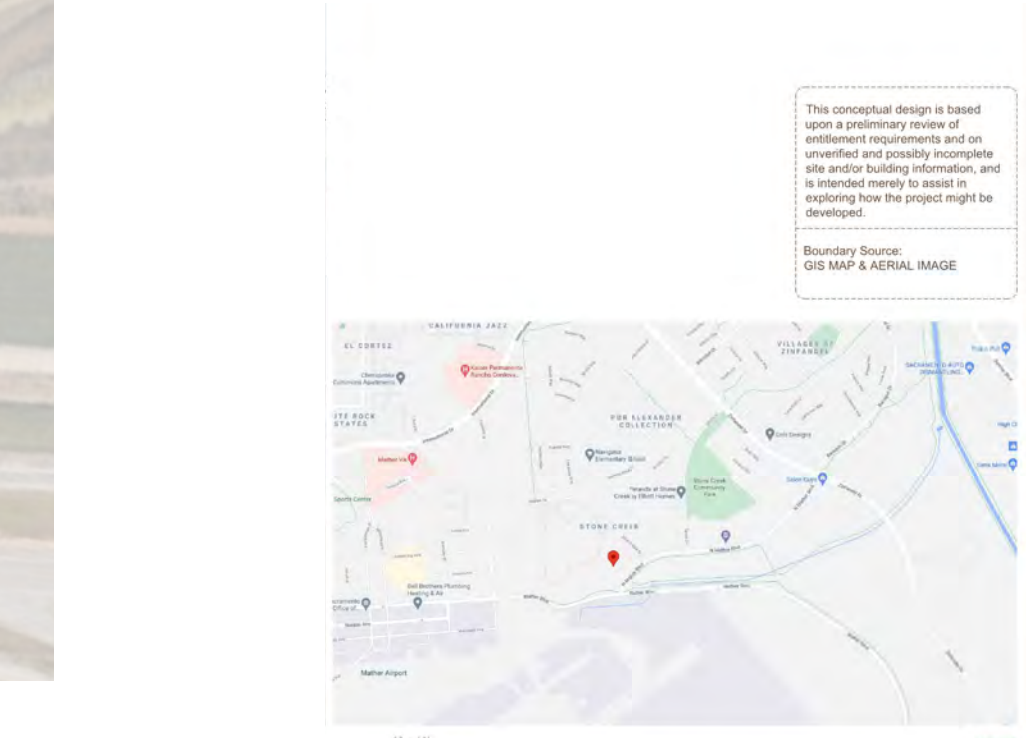
RANCHO CORDOVA, CA

CONCEPTUAL DESIGN
SNR21-0064-00
10.03.2022





PROJECT DATA:				DEVELOPMENT STANDARDS:			
SITE AREA:		10.78 AC		ZONING:		BP(ZSPA)	
GROSS:		469,364 SF		MAX. BLDG. HT.:		40 FT	
DETENTION:		@ 10%		BUILDING SETBACKS:			
NET:		44,718 SF		FRONT:		25 FT	
		9.75 AC		SIDE:		20 FT	
BUILDING FOOTPRINT:		424,646 SF		REAR:		25 FT	
BUILDING USE:		155,076 SF		LANDSCAPE SETBACKS:			
WAREHOUSE		@ 5%		FRONT:		10 FT	
OFFICE		7,754 SF		LANDSCAPE REQ.:			
COVERAGE:		33%					
GROSS:		37%					
NET:		37%					
PARKING REQUIRED:				OFF-STREET PARKING:			
WAREHOUSE		1/2000 SF		STANDARD:		9X19	
OFFICE		3/1000 SF		COMPACT:		8X16	
TOTAL		97 STALLS		COMPACT %:		25%	
PARKING PROVIDED:				DRIVE AISLE:		25 FT	
AUTO:		98 STALLS		OVERHANG:		2 FT	
		@0.63/1000 SF		TREE WELL:		5 FT	
		4 STALLS					
REQ. ACCESSIBLE							
TRAILER:		32 STALLS					
TRUCK DOCKS:				REQ. PARKING RATIO BY USE:			
▲ DOCK-HIGH DOORS		27		WAREHOUSE:		0.5/1000	
● GRADE-LEVEL DOORS		2		MANUF.:		1.6/1000	
				OFFICE:		3/1000 SF	



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

CONCEPTUAL SITE PLAN

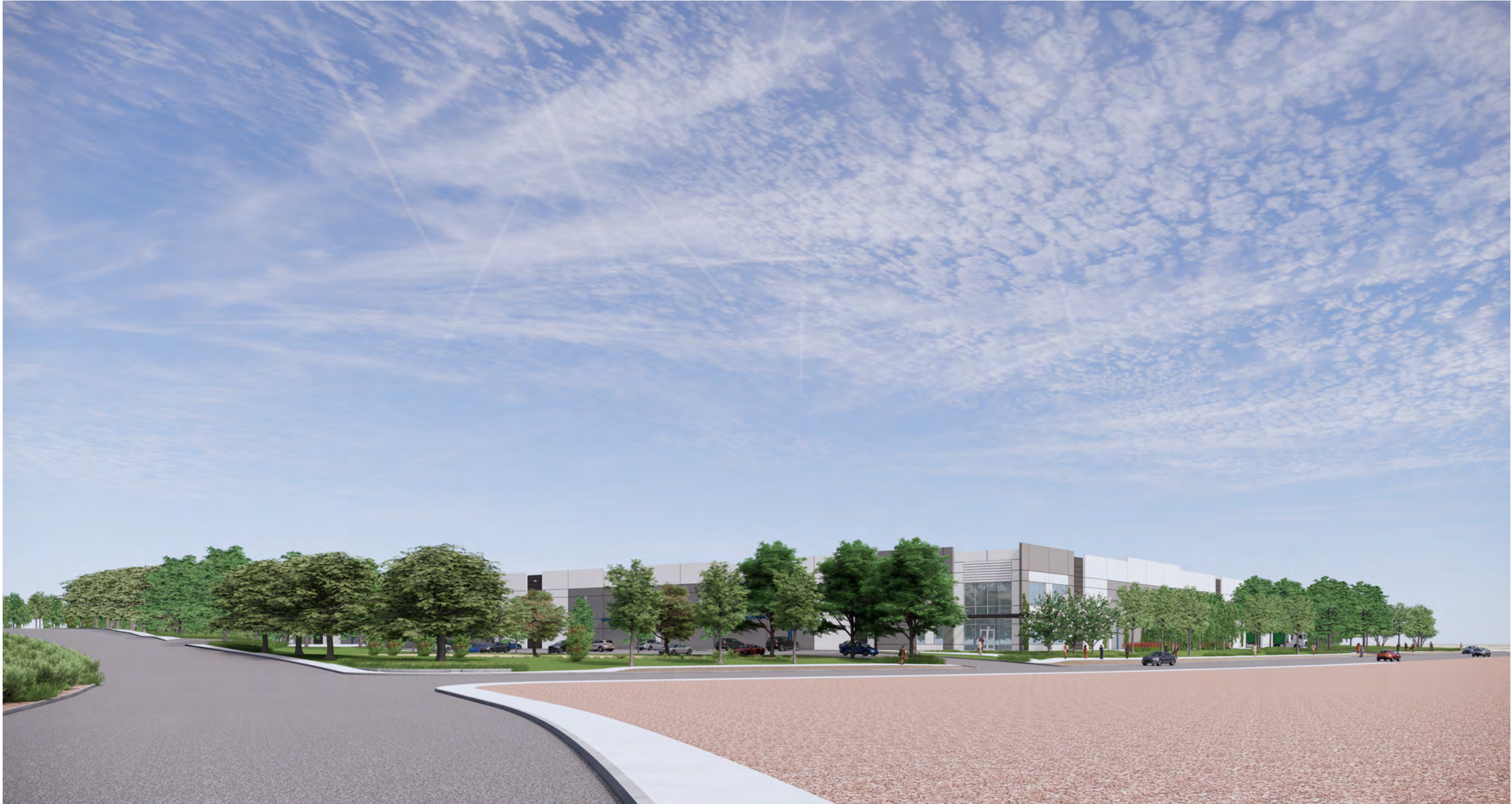
LOGISTIC CENTER AT RANCHO CORDOVA
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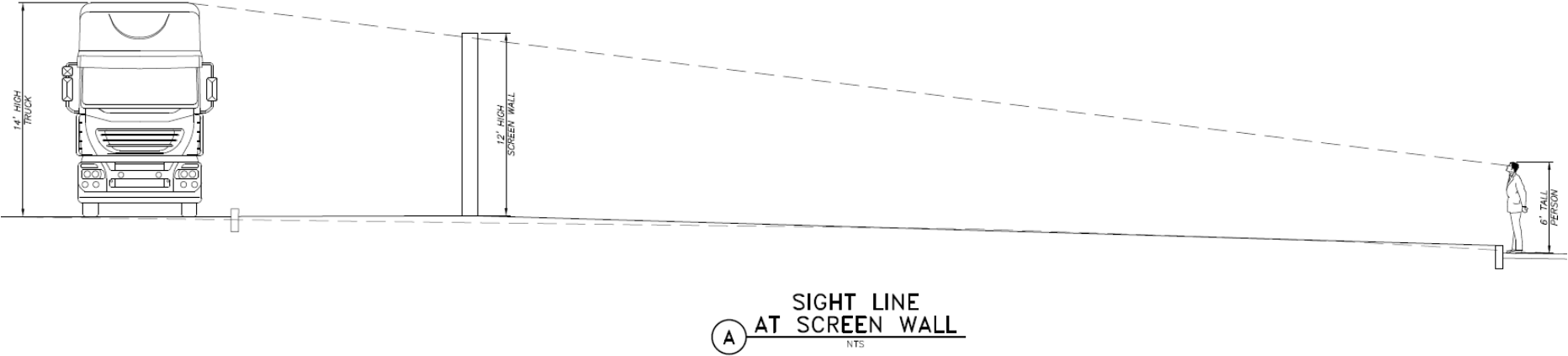
Revised Bear Hollow Rendering



Final Bear Hollow Drive Rendering



Bear Hollow Drive



Current Elevations



EAST ELEVATION



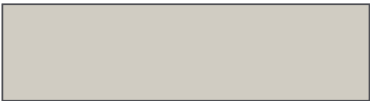
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



1 SHERWIN WILLIAMS SW 7009
PEARLY WHITE



2 SHERWIN WILLIAMS SW 2849
WESTCHESTER GRAY



3 SHERWIN WILLIAMS SW 7069
IRON ORE



4 SHERWIN WILLIAMS SW 6804
DIGNITY BLUE

View from Queens Arbor at elementary school



ITEM 18.1.



ATTACHMENT 2

View from Portico Circle along vacant site



TREE LEGEND - SUNSET ZONE 14

SYMBOLS	BOTANIC NAME	COMMON NAME	SIZE	SPACING	QTY.	WUCOLS	MATURE SIZE	REMARKS
	CALOCEDRUS DECURRENS	CALIFORNIA INCENSE CEDAR	36" BOX 48" BOX	PER PLAN	14 9	MODERATE	15' W X 50' H	EVERGREEN, STANDARD
	LAGERSTROEMIA INDICA 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	48" BOX	PER PLAN	5	LOW	20' W X 25' H	DECIDUOUS, MULTI-TRUNK
	LAURUS NOBILIS	SWEET BAY	24" BOX	PER PLAN	41	LOW	20' W X 12' H	EVERGREEN, LOW BRANCHING
	OLEA EUROPAEA 'SWAN HILL'	SWAN HILL OLIVE	48" BOX	PER PLAN	4	VERY LOW	25' W X 40' H	EVERGREEN, STANDARD
	CEDRUS DEODARA	DEODAR CEDAR	36" BOX	PER PLAN	14	LOW	35' W X 50' H	EVERGREEN, STANDARD
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	48" BOX	PER PLAN	18	LOW	60' W X 70' H	EVERGREEN, STANDARD
	ULMUS PARVIFOLIA 'TRUE GREEN'	TRUE GREEN CHINESE ELM	24" BOX	PER PLAN	10	MODERATE	40' W X 50' H	DECIDUOUS, STANDARD
	PLATANUS ACERIFOLIA	LONDON PLANE	24" BOX	PER PLAN	23	MODERATE	50' W X 80' H	DECIDUOUS, STANDARD
	ARBUTUS 'MARINA'	MARINA STRAWBERRY TREE	24" BOX	PER PLAN	22	LOW	35' W X 40' H	EVERGREEN, LOW BRANCHING
	PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	PER PLAN	15	LOW	30' W X 35' H	DECIDUOUS, STANDARD
	HETEROMELES ARBUTIFOLIA	TOYON	24" BOX	PER PLAN	30	VERY LOW	15' W X 20' H	EVERGREEN, STANDARD

SHRUB LEGEND - SUNSET ZONE 14

SYMBOLS	BOTANIC NAME	COMMON NAME	SIZE	SPACING	QTY.	WUCOLS	MATURE SIZE
	RHAMNUS CALIFORNICA	CALIFORNIA COFFEEBERRY	5 GAL.	PER PLAN	168	MODERATE	6' W X 10' H
	DIETES IRIDIODES	FORTNIGHT LILY	5 GAL.	30" O.C.	1201	LOW	2' W X 2' H
	MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTLE	5 GAL.	36" O.C.	3482	LOW	3' W X 3' H
	PRUNUS CAROLINIANA 'BRIGHT N TIGHT'	CAROLINA LAUREL CHERRY	5 GAL.	6' O.C.	8	LOW	6' W X 10' H
	RHAMNUS CALIFORNICA	CALIFORNIA COFFEEBERRY	15 GAL.	PER PLAN	183	MODERATE	6' W X 10' H

GROUNDCOVER LEGEND - SUNSET ZONE 14

SYMBOLS	BOTANIC NAME	COMMON NAME	SIZE	SPACING	QTY.	WUCOLS	MATURE SIZE
	ACACIA REDOLENS 'DESERT CARPET'	DESERT CARPET ACACIA	1 GAL.	5' O.C.	3946	LOW	6' W X 1' H
	ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET'	HUNTINGTON CARPET ROSEMARY	1 GAL.	6' O.C.	233	LOW	6' W X 2' H

BIO-RETENTION BASINS LEGEND - SUNSET ZONE 14

SYMBOLS	BOTANIC NAME	COMMON NAME	SIZE	SPACING	QTY.	WUCOLS	MATURE SIZE
	ACACIA REDOLENS 'DESERT CARPET'	DESERT CARPET ACACIA	1 GAL.	5' O.C.	247	LOW	6' W X 1' H
	ARCTOSTAPHYLOS DENSIFLORA 'HOWARD MCMINN'	MCMINN MANZANITA	5 GAL.	6' O.C.	42	LOW	6' W X 6' H
	BACCHARIS PILULARIS	COYOTE BUSH	1 GAL.	6' O.C.	107	LOW	6' W X 2' H
	CAREX DIVULSA	EUROPEAN GREY SEDGE	1 GAL.	24" O.C.	974	LOW	2' W X 2' H

SUMMARY DATA

LANDSCAPE AREA: 148,193 S.F.

PROJECT TYPE: PRIVATE

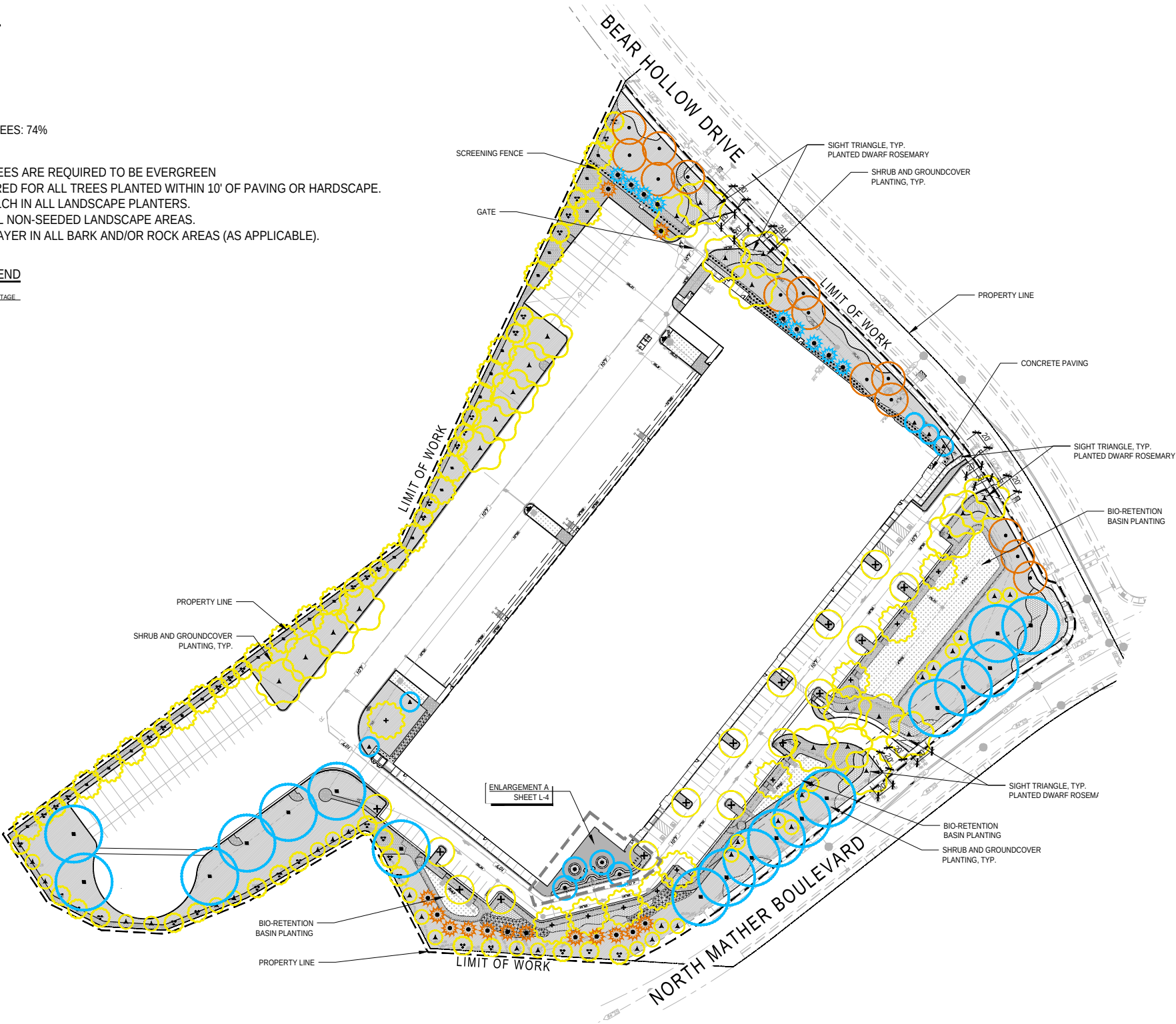
WATER SOURCE: POTABLE

PERCENTAGE OF EVERGREEN TREES: 74%

- NOTES:
- OVER 30% OF PROPOSED TREES ARE REQUIRED TO BE EVERGREEN
 - ROOT BARRIERS ARE REQUIRED FOR ALL TREES PLANTED WITHIN 10' OF PAVING OR HARDSCAPE.
 - MINIMUM 3" DEPTH BARK MULCH IN ALL LANDSCAPE PLANTERS.
 - APPLY PRE-EMERGENT IN ALL NON-SEEDED LANDSCAPE AREAS.
 - INSTALL A WEED CONTROL LAYER IN ALL BARK AND/OR ROCK AREAS (AS APPLICABLE).

TREE BOX SIZE DIAGRAM LEGEND

COLOR	SIZE	QTY.	TOTAL PERCENTAGE
	24" BOX	141	69%
	36" BOX	28	14%
	48" BOX	36	17%
TOTAL:		205	



SCALE: NTS



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

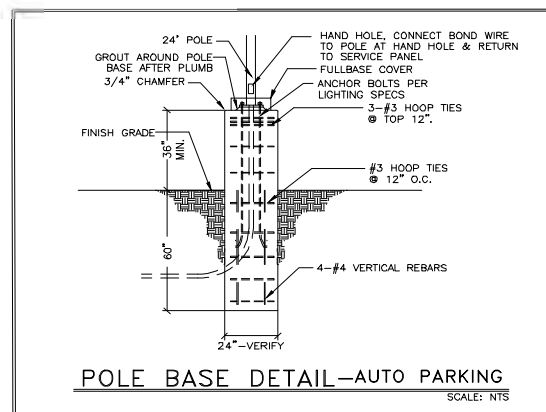
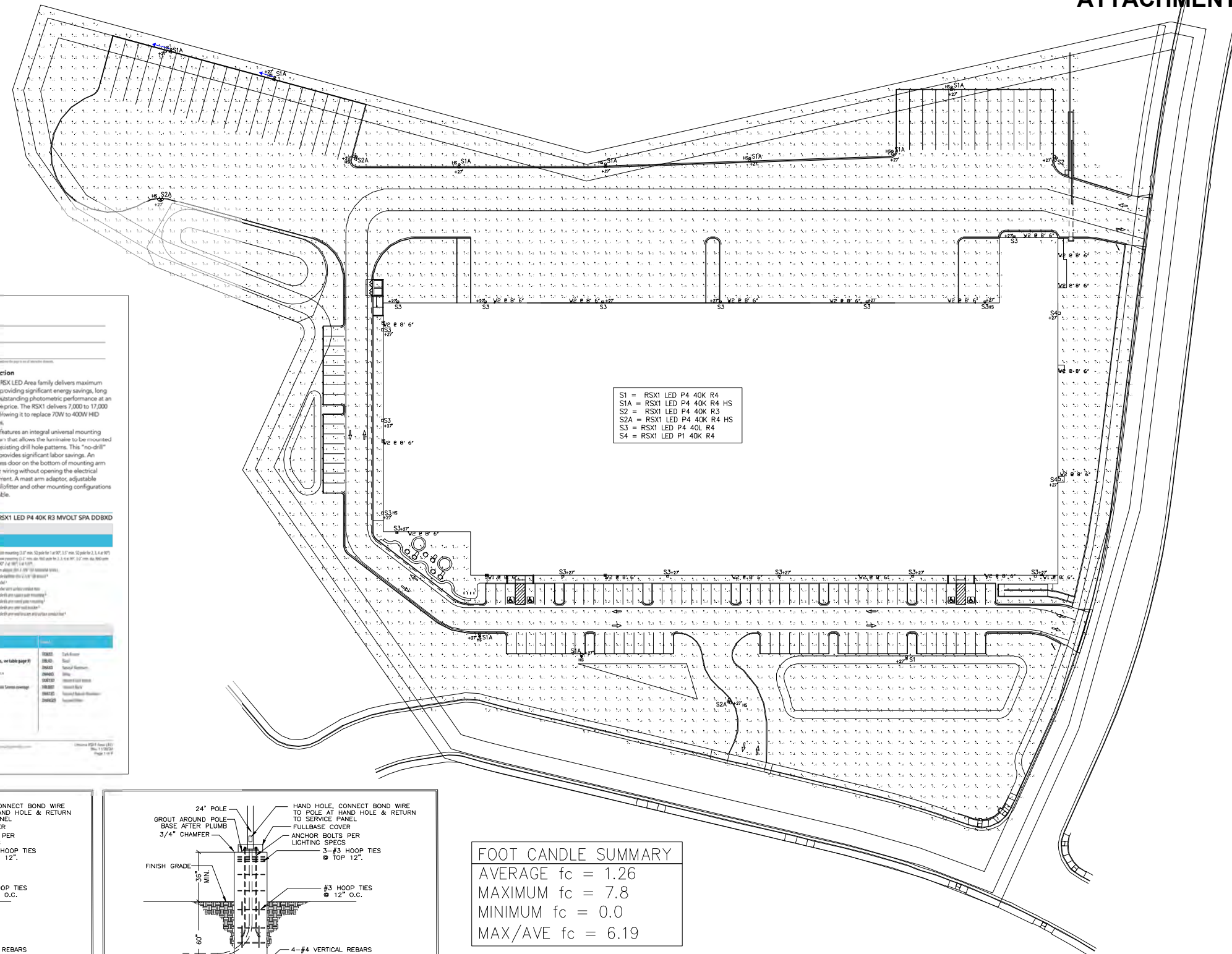
ENHANCED LANDSCAPE SCREENING @N.MATHER & BEAR HOLLOW

LOGISTIC CENTER AT RANCHO CORDOVA
RANCHO CORDOVA, CA- SNR21-0064-00

WARE MALCOMB

10.03.2022

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BUG RATING
NO HS = B2-U0-G3
W/HS = B2-U0-G2



**DERMODY
PROPERTIES**

LOGISTIC CENTER AT RANCHO CORDOVA
RANCHO CORDOVA, CA- SNR21-0064-00

Updated Site Plan



ITEM 18.1. Previous Landscaping Plan

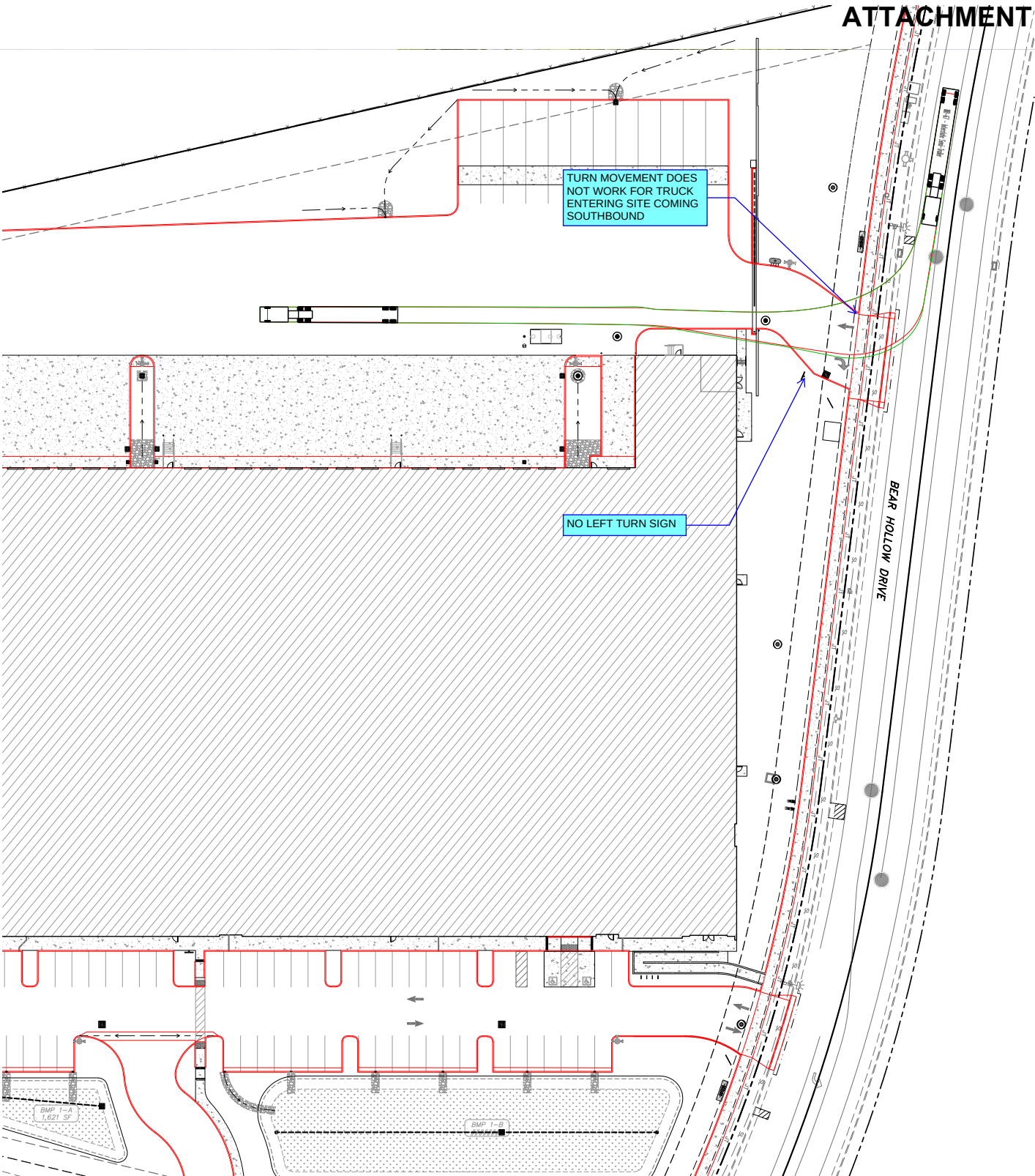
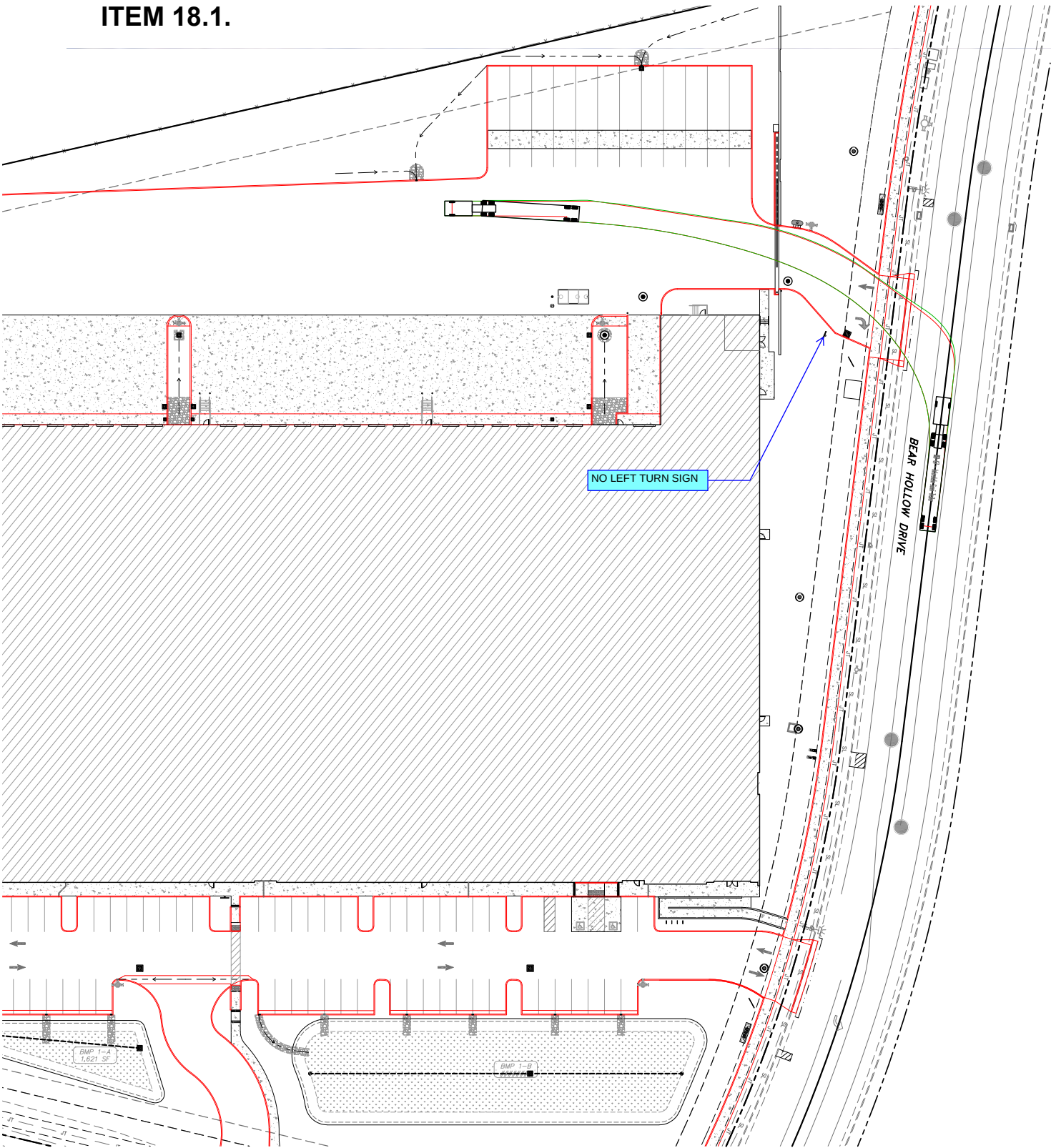


First Submittal		
Box Size	Number of trees	Diameter of all trees combined
24	157	3768
36	0	0
48	30	1440
	187	5208

ATTACHMENT 2 Current Landscaping Plan



Final Submittal			
Box Size	Number of trees	Diameter of all trees combined	% Increase
24	141	3384	-10%
36	28	1008	
48	36	1728	20%
	205	6120	18%



TRUCK TURN MOVEMENT - NORTHBOUND INGRESS

TRUCK TURN MOVEMENT - SOUTHBOUND INGRESS



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

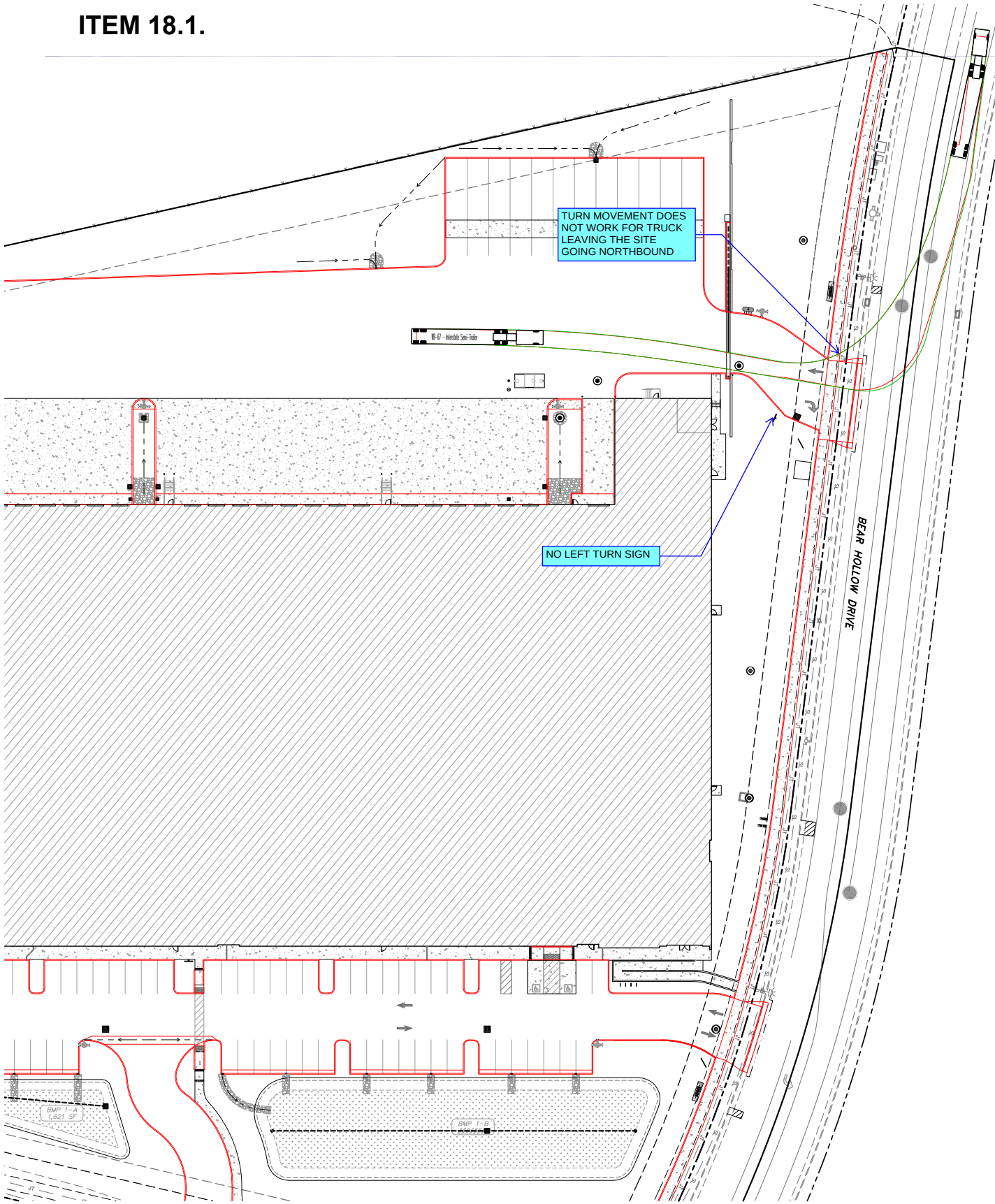
TRUCK TURNING DIAGRAMS - BEAR HOLLOW TRUCK COURT ENTRANCE

LOGISTIC CENTER AT RANCHO CORDOVA
RANCHO CORDOVA, CA- SNR21-0064-00

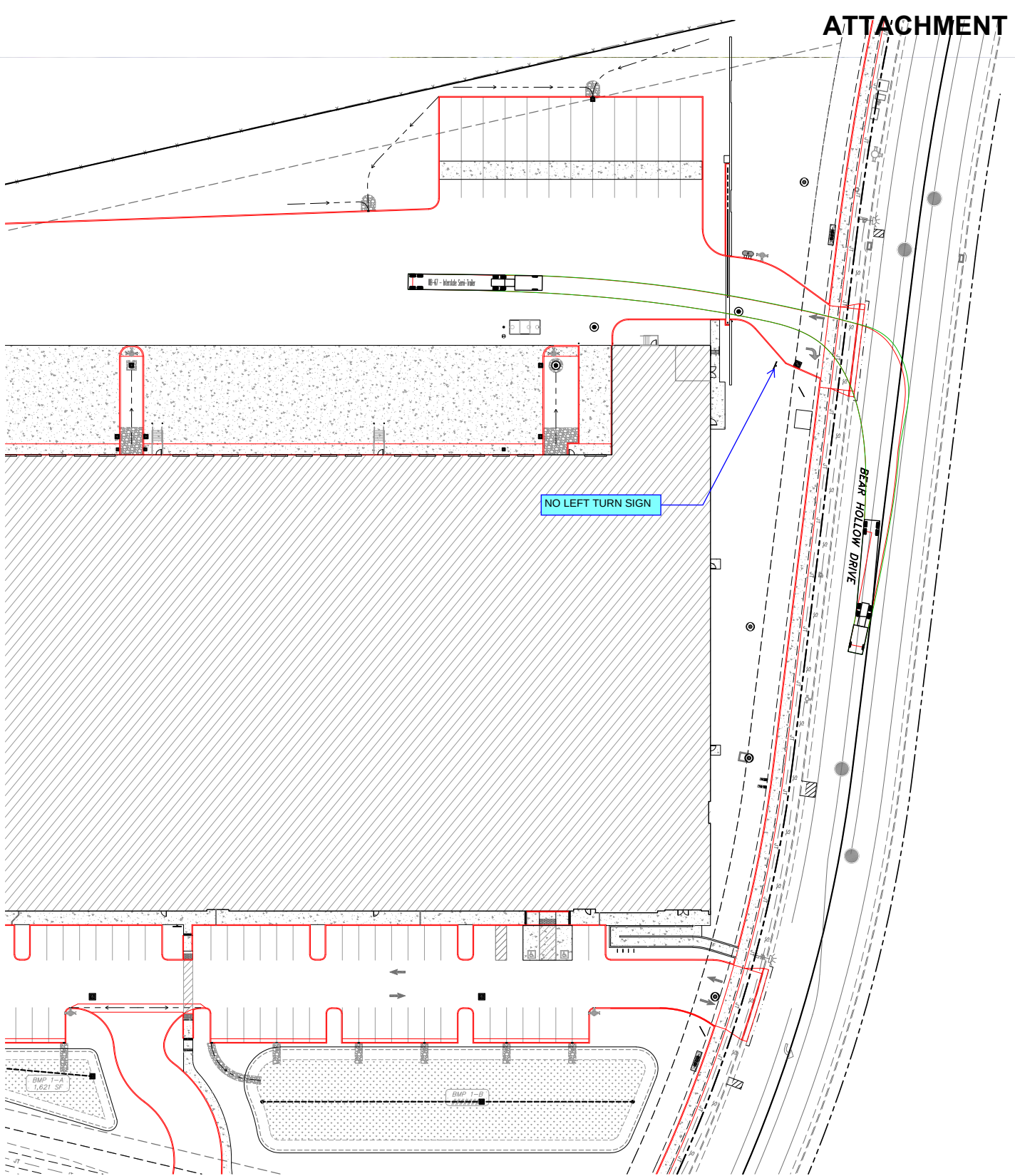
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PAGE
13



TRUCK TURN MOVEMENT - NORTHBOUND EGRESS



TRUCK TURN MOVEMENT - SOUTHBOUND EGRESS

Environmental Noise Assessment

Logistic Center

Rancho Cordova, California

BAC Job # 2021-192

Prepared For:

DPML Bear Hollow, LLC.

Attn: Shelagh Danna
5500 Equity Avenue
Reno, NV 89502

Prepared By:

Bollard Acoustical Consultants, Inc.



Dario Gotchet, Principal Consultant

January 26, 2022



Introduction

The Logistic Center is located north of Mather Boulevard and west of Bear Hollow Drive in the City of Rancho Cordova, California. The project consists of the development of an industrial building (approximately 155,000 ft²) containing warehouse and office uses, and associated parking. The location of the project site with aerial imagery is shown in Figure 1. The project conceptual site plan is presented as Figure 2.

Due to the potential for elevated project-generated on-site operations noise levels at nearby residential uses, Bollard Acoustical Consultants, Inc. (BAC) was retained to prepare this noise assessment. Specifically, the purposes of this assessment are to quantify noise levels associated with project on-site industrial operations, to assess the state of compliance of those noise levels with applicable City of Rancho Cordova noise standards, and if necessary, to recommend measures to reduce those noise levels to acceptable limits.

Noise Fundamentals and Terminology

Noise is often described as unwanted sound. Sound is defined as any pressure variation in air that the human ear can detect. If the pressure variations occur frequently enough (at least 20 times per second), they can be heard, and thus are called sound. Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB. Another useful aspect of the decibel scale is that changes in levels (dB) correspond closely to human perception of relative loudness. Appendix A contains definitions of Acoustical Terminology. Figure 3 shows common noise levels associated with various sources.

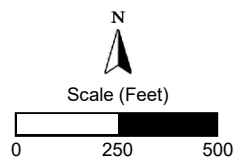
The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by weighing the frequency response of a sound level meter by means of the standardized A-weighting network. There is a strong correlation between A-weighted sound levels (expressed as dBA) and community response to noise. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. All noise levels reported in this section are in terms of A-weighted levels in decibels.

Community noise is commonly described in terms of the “ambient” noise level, which is defined as the all-encompassing noise level associated with a given noise environment. A common statistical tool to measure the ambient noise level is the average, or equivalent, sound level (L_{eq}) over a given time period (usually one hour). The L_{eq} is the foundation of the Day-Night Average Level noise descriptor, L_{dn} or DNL, and shows very good correlation with community response to noise.



Legend

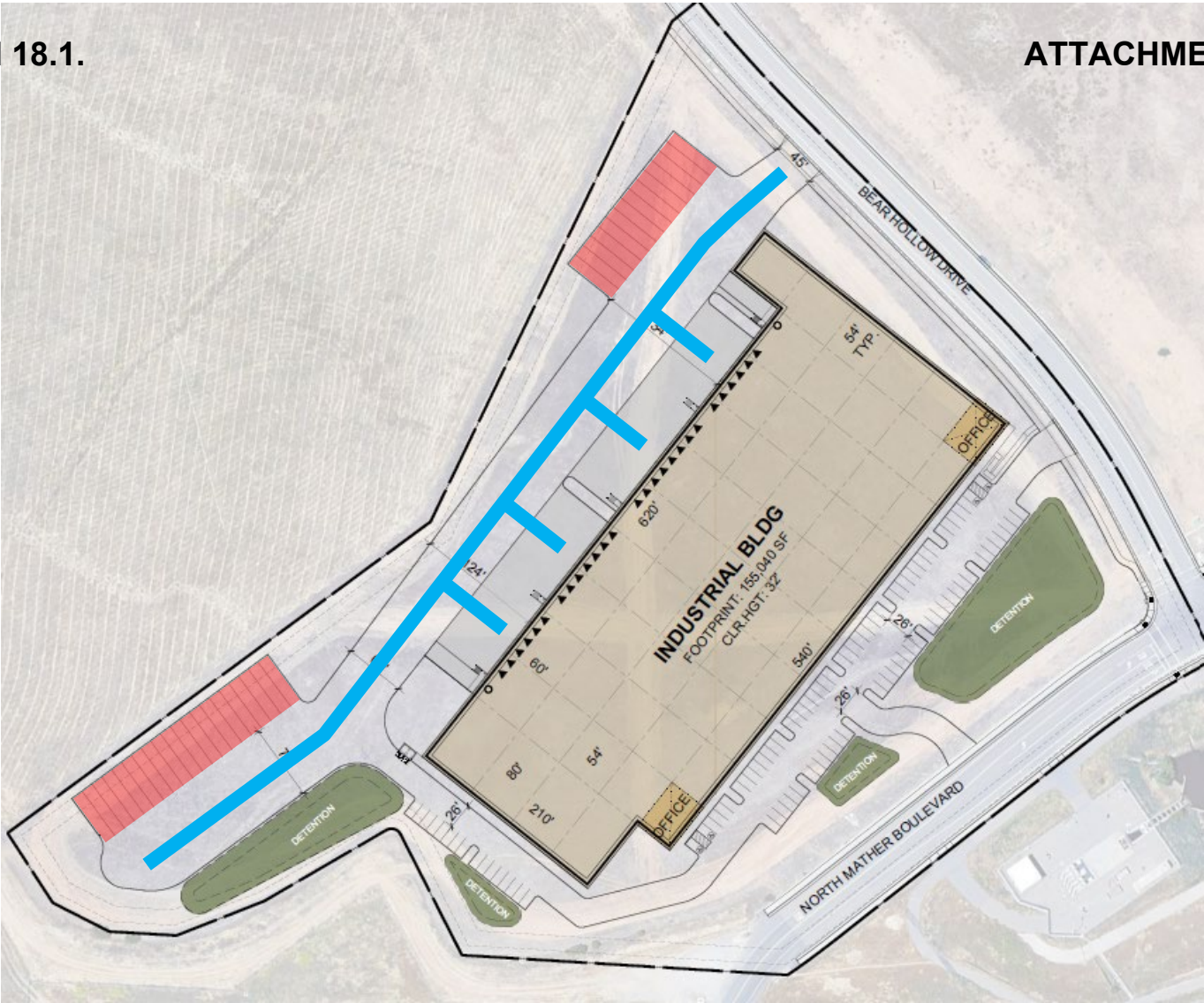
- Project Boundary (Approximate)
- Existing Solid Noise Barriers
- ▲ Long-term Noise Measurement Location
- # Existing Residential Uses



Logistic Center
Rancho Cordova, California

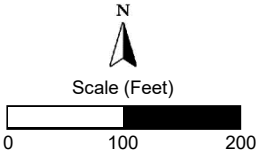
Project Area

Figure 1



Legend

-  On-Site Truck Circulation Route
-  Truck Trailer Parking Areas
-  Truck Loading Docks

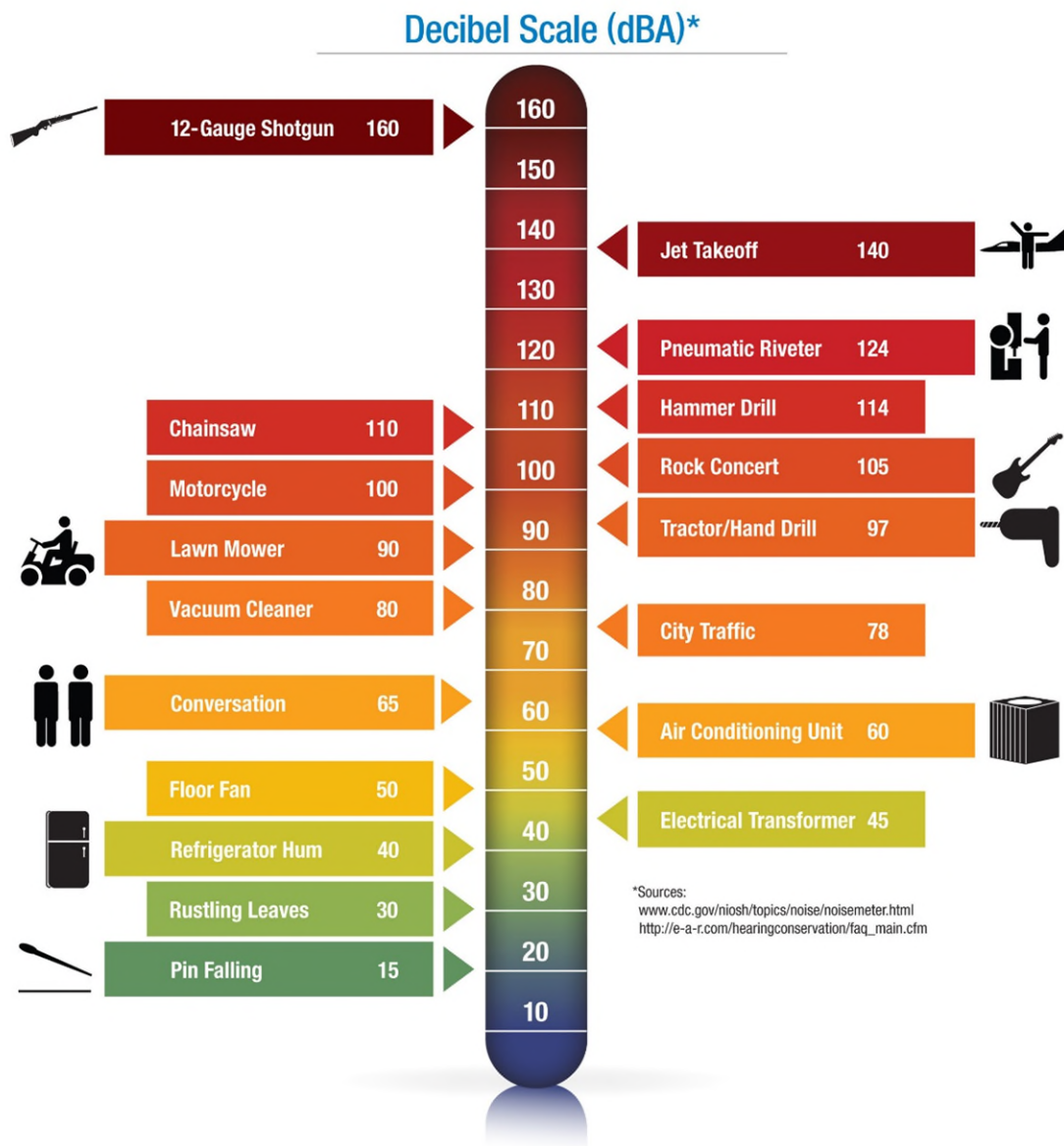


Logistic Center
Rancho Cordova, California

Conceptual Site Plan

Figure 2

Figure 3
Noise Levels Associated with Common Noise Sources



DNL is based upon the average noise level over a 24-hour day, with a +10-decibel weighting applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because DNL represents a 24-hour average, it tends to disguise short-term variations in the noise environment. DNL-based noise standards are commonly used to assess noise impacts associated with traffic, railroad, and aircraft noise sources.

Criteria for Acceptable Noise Exposure

Rancho Cordova General Plan

Policies N.1.1 through N.1.4 of the Rancho Cordova Noise Element specifically pertain to noise generated by non-transportation noise sources, such as those associated with project on-site operations. Those policies, and the corresponding actions which are applied to those policies, are provided below:

Policy N.1.1 Establish standards and policies consistent with those in Tables N-1 and N-2 to govern maximum sound levels in new development.

Action N.1.2.1 – Adopt a Noise Ordinance with noise level performance standards, including maximum allowable noise exposure, ambient versus nuisance noise, method of measuring noise, and enforcement procedures.

Policy N.1.2 Ensure that the indoor and outdoor areas of new projects will be located, constructed, and shielded from noise sources in compliance with the City's noise standards to the maximum extent feasible.

Action N.1.2.1 – Require new development of noise-creating uses to conform with the City's maximum noise levels.

Action N.1.2.2 – Require an acoustical analysis as part of the environmental review process when noise-sensitive land uses are proposed in areas where current or projected exterior noise levels exceed the City's standards.

Action N.1.2.3 – Require any potential noise impacts identified during the acoustical analysis to be mitigated in the project design to the maximum extent feasible.

Policy N.1.3 Ensure that proposed non-residential land uses likely to exceed the City's standards do not create noise disturbances in existing noise-sensitive areas.

Action N.1.3.1 - Require an acoustical analysis as part of the environmental review process when proposed non-residential land uses are likely to produce noise levels that exceed the City's noise standards. The acoustical analysis must be prepared by a qualified person experienced in environmental noise assessment and architectural acoustics and must estimate existing and projected cumulative noise levels and compare those levels to the policies within this Element.

Action N.1.3.2 - Require any noise impacts identified in the acoustical analysis to be mitigated in conjunction with the project design.

Policy N.1.4 Mitigate noise created by proposed non-transportation noise sources to comply with the City's noise standards to the maximum extent feasible.

Action N.1.4.2 – Consider restricting the hours of operation of loading docks, trash compactors, and other noise-producing uses in commercial areas that are adjacent to residential uses.

The City's non-transportation noise level performance standards referenced in these policies are provided in Table N-1 of the Noise Element. That table is reproduced in this report below as Table 1.

Table 1
Noise Level Performance Standards For New Projects Affected by or Including
Non-Transportation Noise Sources¹

Stationary Noise Source	Noise Level Descriptor	Daytime 7 a.m. to 10 p.m.	Nighttime 10 p.m. to 7 a.m.
Typical	Hourly L_{eq} , dB	55	45
Tonal, Impulsive, Repetitive, or Consist Primarily of Speech or Music	Hourly L_{eq} , dB	50	40
¹ The City may impose noise level standards which are more or less restrictive than those specified above based upon determination of existing low or high ambient noise levels. Source: <i>Rancho Cordova General Plan Noise Element, Table N-1.</i>			

Existing Ambient Noise Environment within the Project Vicinity

The existing ambient noise environment within the project vicinity is defined primarily by traffic on N. Mather Boulevard, Bear Hollow Drive and Airpark Drive, and by aircraft operations associated with Mather Airport to the south. To generally quantify the existing ambient noise environment within the project vicinity, BAC conducted a long-term (48-hour) noise level survey from December 8-9, 2021. Photographs of the noise survey location are provided as Appendix B.

A Larson-Davis Laboratories (LDL) Model 820 precision integrating sound level meter was used to complete the noise level measurement survey. The meter was calibrated immediately before use with an LDL Model CAL200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all pertinent specifications of the American National Standards Institute for Type 1 sound level meters (ANSI S1.4).

The long-term ambient noise level survey results are summarized in Table 2. The detailed results of the ambient noise survey are contained in Appendix C in tabular format and graphically in Appendix D.

Table 2
Summary of Long-Term Noise Survey Measurement Results¹

Site Description ²	Date	DNL	Average Measured Hourly Noise Levels (dBA)			
			Daytime ³		Nighttime ⁴	
			L _{eq}	L _{max}	L _{eq}	L _{max}
North of the project site at	12/8/21	60	59	78	52	73
residential uses and Airpark Drive	12/9/21	61	59	79	54	74
¹ Detailed summaries of the noise monitoring results are provided in Appendices C and D. ² Long-term noise survey location is identified on Figure 1. ³ Daytime hours: 7:00 a.m. to 10:00 p.m. ⁴ Nighttime hours: 10:00 p.m. to 7:00 a.m. Source: Bollard Acoustical Consultants, Inc. (2021)						

The BAC noise measurement site was selected to be representative of the ambient noise level environment at the nearest residential uses to the project area, located to the north along Airpark Drive. As indicated in Table 2, average measured noise levels (L_{eq}) at the survey location exceeded Rancho Cordova General Plan daytime and nighttime noise level standards applicable to noise-sensitive uses.

Noise Impacts from Project-Generated On-Site Operations

According to the provided site drawings (dated October 1, 2021), the project proposes the construction of an industrial building (approximately 155,000 ft²) containing warehouse and office uses with associated parking. The location of the proposed industrial building is shown in Figure 2.

Noise generated by heavy trucks arriving and departing the site, backing into the loading docks, and coupling/decoupling, will be one of the primary noise sources associated with this project. Once the heavy trucks are docked at the loading bays, they will be loaded and unloaded from within the building, so no outside loading/unloading activities would occur, and noise generated by such activities would be contained within the building. Another primary noise source associated with the project has been identified as mechanical equipment (HVAC). However, it is the experience of BAC in similar industrial projects that mechanical equipment would either be housed in an equipment room or located on the roof of the buildings and shielded by screen walls (parapets).

Noise generated by project-related activities were quantified through a combination of reference noise level measurements and application of accepted noise modeling techniques. Separate discussions of noise generated by on-site heavy truck circulation and trailer coupling/decoupling are provided in the following sections.

The Rancho Cordova General Plan daytime and nighttime performance standards of 55 and 45 dB L_{eq} (respectively) were applied to project on-site operations noise generation and assessed at

the nearest existing residential uses. The nearest existing residential uses are represented by numeric values on Figure 1 – identified as Residential 1-3. For the purposes of this assessment, it was assumed that on-site operations would occur during both daytime and nighttime hours. However, satisfaction of the General Plan's nighttime noise level standard would ensure for compliance with the General Plan's less restrictive daytime noise level limit. As a result, the following analyses focus on compliance with the General Plan's nighttime noise level standard of 45 dB L_{eq} at the nearest residential uses.

On-Site Heavy Truck Circulation

Based on a review of the site drawings, the heavy truck access point will be on the north end of the development off Bear Hollow Drive. The truck access point and on-site truck circulation route and are shown on Figure 2.

The project site plan indicates that the industrial building will have 27 truck loading docks. To assess project on-site truck circulation noise exposure relative to the General Plan's hourly average (L_{eq}) noise level descriptor, it is necessary to identify the number of truck movements occurring during a typical busy hour of operations. For the purposes of this analysis, it was assumed that the project could have up to 50 on-site heavy truck trips during a worst-case busy hour (believed to be conservative).

Heavy truck arrivals and departures, and on-site truck circulation, will occur at low speeds. To quantify the noise generation of slow moving trucks, BAC utilized single-event passby noise test results for slow-moving heavy trucks conducted at the West El Camino truck stop in Sacramento, California. The passby measurements were conducted at a reference distance of 50 feet at a location suitable for isolation of individual passby events. During the truck passbys, Larson-Davis Laboratories Model 820 and 2900 sound level meters and frequency analyzers were used to quantify noise levels and event frequency content for each event. The results of the heavy truck measurements indicated that maximum noise levels ranged from 69 to 77 dB L_{max} , with a mean of 74 dB L_{max} . Truck passby levels measured in terms of Sound Exposure Levels (SEL) ranged from 77 to 85 dB, with a mean 83 dB. Based on the conservative estimate of 50 trips per hour, and an SEL of 83 dB per passby, the hourly average noise level generated by on-site heavy truck circulation computes to 64 dB L_{eq} at a reference distance of 50 feet from the passby route.

Assuming standard sound wave spreading loss (-4.5 dB per doubling of distance from a moving point source), and a calculated reference noise level of 64 dB L_{eq} at a distance of 50 feet, worst-case on-site heavy truck circulation noise exposure was predicted at the nearest existing residential uses. The results of those predictions relative to the City's nighttime noise level standard are provided in Table 3.

It should be noted that existing solid noise barriers ranging from 6 to 7 feet-in-height are constructed along the property boundaries of the nearest existing residential uses. The locations of the existing noise barriers are illustrated on Figure 1. To account for the attenuation that would be provided by the existing noise barriers, the predicted noise levels in Table 3 have been conservatively reduced by 5 dB.

Table 3
Predicted On-Site Truck Circulation Noise Exposure vs. City Nighttime Noise Standard

Receiver ¹	Distance (ft) ²	Predicted Noise Level, L _{eq} (dB) ³	City Nighttime Noise Standard, L _{eq} (dB)
Residential 1	1,000	40	45
Residential 2	1,200	39	
Residential 3	1,000	40	
¹ Locations of nearest residential uses are shown on Figure 1.			
² Distances scaled from on-site truck circulation route to nearest residential uses using the provided site plan and City of Rancho Cordova online viewer.			
³ Predicted noise levels include an offset of -5 dB to account for shielding that would be provided by existing solid noise barriers. The locations of the existing noise barriers are shown on Figure 1.			
Source: Bollard Acoustical Consultants, Inc. (2022)			

As indicated in Table 3, worst-case on-site truck circulation noise levels are predicted to satisfy the Rancho Cordova General Plan nighttime noise level standard of 45 dB L_{eq} at the nearest residential uses. The predicted compliance includes consideration of shielding that would be provided by existing solid noise barriers at the locations illustrated on Figure 1. In addition, the predicted noise levels in Table 3 are below or within the range of measured ambient daytime and nighttime noise levels at the nearest residential uses to the project area (near Residential 1). Based on the analysis and results provided above, no further consideration of noise mitigation measures would be warranted for this aspect of the project.

It should be noted that screening provided by existing and future intervening structures constructed on adjacent parcels to the north and east of the project would likely reduce project-generated on-site operations noise levels at the nearest existing residential uses (Residential 1-3). However, without having finalized site plans indicating building location and orientation on those properties, the degree in which project operations noise levels would be attenuated is difficult to determine with a high level of accuracy. Nonetheless, excluding any consideration of shielding that may be provided existing or future structures on adjacent properties, the predicted noise levels in Table 3 would satisfy the applicable General Plan noise level criteria at the closest residential uses.

On-Site Heavy Truck Backing and Trailing Activities

Noise would be generated during brief periods by trucks backing into warehouse building loading docks and trailer parking areas during trailer coupling/decoupling activities (including backup beepers). It was assumed that heavy trucks would not be permitted to idle while on-site, and that refrigerator trucks (if applicable), would be plugged into loading bay power. The locations of the truck loading docks and trailer parking areas are shown on Figure 2.

To quantify the noise generated by truck backup warning devices and trailer coupling/decoupling activities, BAC conducted noise level measurements of a similar sized warehouse distribution facility in Patterson, California over a 48-hour period in August of 2015. The noise level results from the Patterson facility indicate that the measured average noise levels for the entire monitoring period were 54 dB L_{eq} and 71 dB L_{max} at a distance of 100 feet from the effective noise

center of the truck backing, coupling and decoupling area. Based on the reference noise level data provided above, and assuming standard sound wave spreading loss (-4.5 dB per doubling of distance from a moving point source), truck backing and trailering noise associated with the loading docks and trailer parking areas was predicted at the nearest existing residential uses. The results of those predictions relative to the City's nighttime noise level standard are provided below in Table 4.

As mentioned previously, existing solid noise barriers ranging from 6 to 7-feet-in-height are constructed along the property boundaries of the nearest existing residential uses (illustrated on Figure 1). To account for the attenuation that would be provided by the existing noise barriers, the predicted noise levels in Table 4 have been conservatively reduced by 5 dB.

Table 4
Predicted Truck Backing and Trailering Noise Exposure vs. City Nighttime Noise Standard

Receiver ¹	Distance (ft) ²		Predicted Noise Level, L _{eq} (dB) ³		City Nighttime Noise Standard, L _{eq} (dB)
	Loading Docks	Trailer Parking	Loading Docks	Trailer Parking	
Residential 1	1,100	1,000	33	34	45
Residential 2	1,300	1,300	32	32	
Residential 3	1,100	1,100	33	33	
¹ Locations of nearest residential uses are shown on Figure 1. ² Distances scaled from closest loading dock and trailer parking areas to residential uses using provided site plan and City of Rancho Cordova online viewer. ³ Predicted noise levels include an offset of -5 dB to account for shielding that would be provided by existing solid noise barriers. The locations of the existing noise barriers are shown on Figure 1. <i>Source: Bollard Acoustical Consultants, Inc. (2022)</i>					

The Table 4 data indicate that truck backing and trailering noise levels are predicted to satisfy the Rancho Cordova General Plan nighttime noise level standard of 45 dB L_{eq} at the nearest residential uses. The predicted compliance includes consideration of shielding that would be provided by existing solid noise barriers at the locations illustrated on Figure 1. Further, the predicted noise levels in Table 4 are below the range of measured ambient daytime and nighttime noise levels at the nearest residential uses to the project area (near Residential 1). Based on the analysis and results provided above, no further consideration of noise mitigation measures would be warranted for this aspect of the project.

As discussed previously, the screening provided by existing and future intervening structures constructed on adjacent parcels to the north and east of the project would likely reduce project-generated on-site operations noise levels at the nearest existing residential uses (Residential 1-3). Nonetheless, excluding any consideration of shielding that may be provided by those structures, the predicted noise levels in Table 4 would satisfy the applicable General Plan noise level criteria at the closest residential uses.

Conclusions

Based on the analysis and results presented in this report, noise levels associated with project-generated on-site operations at the proposed Logistic Center are predicted to satisfy the applicable Rancho Cordova General Plan noise criteria at the nearest existing residential uses. The predicted compliance includes consideration of shielding that would be provided by existing solid noise barriers at the locations illustrated on Figure 1. In addition, predicted on-site operations noise levels are expected to be below or within the range of measured ambient daytime and nighttime noise levels at the nearest residential uses to the project area. As a result, no further consideration of noise mitigation measures would be warranted for the project.

It should be noted that screening provided by existing and future intervening structures constructed on adjacent parcels to the north and east of the project would likely reduce project-generated on-site operations noise levels at the nearest existing residential uses. However, without having finalized site plans indicating building location and orientation on those properties, the degree in which project operations noise levels would be attenuated is difficult to determine with a high level of accuracy. Nonetheless, excluding any consideration of shielding that may be provided existing or future structures on adjacent properties, the predicted on-site operations noise levels presented in this report would satisfy the applicable Rancho Cordova General Plan noise level criteria at the closest residential uses.

These conclusions are based on the operations assumptions cited herein, BAC file data, and the studied site design presented in Figure 2 (dated October 1, 2021). Deviations from the resources cited herein could cause noise levels to differ from those predicted in this assessment. It should be noted that, although noise levels associated with operations at the proposed industrial center are predicted to comply with applicable Rancho Cordova General Plan noise level limits at the nearest residential uses, it is ultimately up to the future individual businesses/tenants of the development to comply with said noise standards.

This concludes our environmental noise assessment for the Logistic Center in Rancho Cordova, California. Please contact BAC at (530) 537-2328 or dariog@bacnoise.com with comments or questions regarding this assessment.

Appendix A Acoustical Terminology

Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound. A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz.
IIC	Impact Insulation Class (IIC): A single-number representation of a floor/ceiling partition's impact generated noise insulation performance. The field-measured version of this number is the FIIC.
L_{dn}	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
Leq	Equivalent or energy-averaged sound level.
L_{max}	The highest root-mean-square (RMS) sound level measured over a given period of time.
Loudness	A subjective term for the sensation of the magnitude of sound.
Masking	The amount (or the process) by which the threshold of audibility is for one sound is raised by the presence of another (masking) sound.
Noise	Unwanted sound.
Peak Noise	The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the "Maximum" level, which is the highest RMS level.
RT₆₀	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
STC	Sound Transmission Class (STC): A single-number representation of a partition's noise insulation performance. This number is based on laboratory-measured, 16-band (1/3-octave) transmission loss (TL) data of the subject partition. The field-measured version of this number is the FSTC.



ITEM 18.1.



ATTACHMENT 2



Legend

- A** Site 1: Facing east along residential boundaries and Airpark Drive
- B** Site 1: Facing west along residential boundaries and Airpark Drive
- C** Site 1: Facing northeast looking at noise monitoring equipment

Logistic Center
Rancho Cordova, California
Photographs of Noise Survey Location

Appendix C-1
Long-Term Ambient Noise Monitoring Results - Site 1
Logistic Center - Rancho Cordova, California
Wednesday, December 08, 2021

Hour	Leq	Lmax	L50	L90
12:00 AM	45	72	34	30
1:00 AM	36	64	30	28
2:00 AM	43	68	34	31
3:00 AM	46	71	34	31
4:00 AM	52	81	37	34
5:00 AM	51	72	39	34
6:00 AM	58	86	46	43
7:00 AM	60	75	50	46
8:00 AM	61	77	53	48
9:00 AM	60	86	49	46
10:00 AM	62	87	55	46
11:00 AM	58	78	49	46
12:00 PM	56	73	48	46
1:00 PM	56	76	50	46
2:00 PM	61	90	52	47
3:00 PM	60	78	51	44
4:00 PM	59	80	48	44
5:00 PM	58	79	47	43
6:00 PM	56	73	45	40
7:00 PM	55	74	44	39
8:00 PM	51	71	41	37
9:00 PM	53	72	39	35
10:00 PM	52	72	39	36
11:00 PM	48	72	38	35

	Statistical Summary					
	Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	62	51	59	58	36	52
Lmax (Maximum)	90	71	78	86	64	73
L50 (Median)	55	39	48	46	30	37
L90 (Background)	48	35	43	43	28	33

Computed DNL, dB	60
% Daytime Energy	90%
% Nighttime Energy	10%

GPS Coordinates	38°34'18.02" N
	121°17'11.77" W

Appendix C-2
Long-Term Ambient Noise Monitoring Results - Site 1
Logistic Center - Rancho Cordova, California
Thursday, December 09, 2021

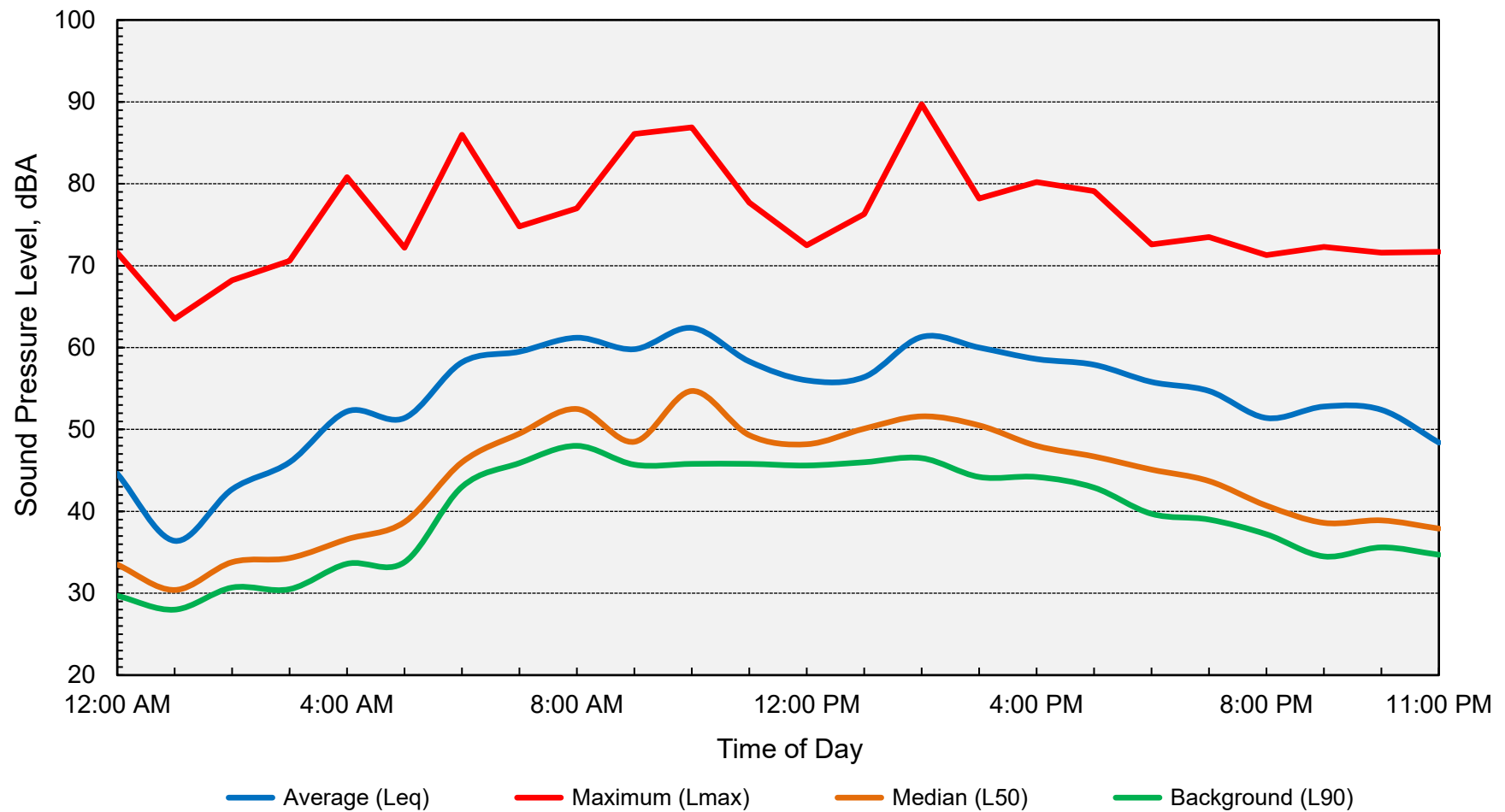
Hour	Leq	Lmax	L50	L90
12:00 AM	48	69	36	33
1:00 AM	45	69	43	37
2:00 AM	50	72	43	41
3:00 AM	54	80	41	38
4:00 AM	55	83	42	38
5:00 AM	54	74	46	42
6:00 AM	59	76	54	50
7:00 AM	62	84	53	48
8:00 AM	62	82	52	48
9:00 AM	59	80	50	48
10:00 AM	57	79	50	47
11:00 AM	59	84	49	47
12:00 PM	58	83	50	46
1:00 PM	57	83	49	46
2:00 PM	59	76	51	46
3:00 PM	57	74	48	44
4:00 PM	59	77	50	42
5:00 PM	61	84	52	46
6:00 PM	56	75	48	44
7:00 PM	56	75	48	43
8:00 PM	56	74	46	43
9:00 PM	52	71	45	42
10:00 PM	52	70	46	44
11:00 PM	51	71	45	44

	Statistical Summary					
	Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	62	52	59	59	45	54
Lmax (Maximum)	84	71	79	83	69	74
L50 (Median)	53	45	49	54	36	44
L90 (Background)	48	42	45	50	33	41

Computed DNL, dB	61
% Daytime Energy	84%
% Nighttime Energy	16%

GPS Coordinates	38°34'18.02" N
	121°17'11.77" W

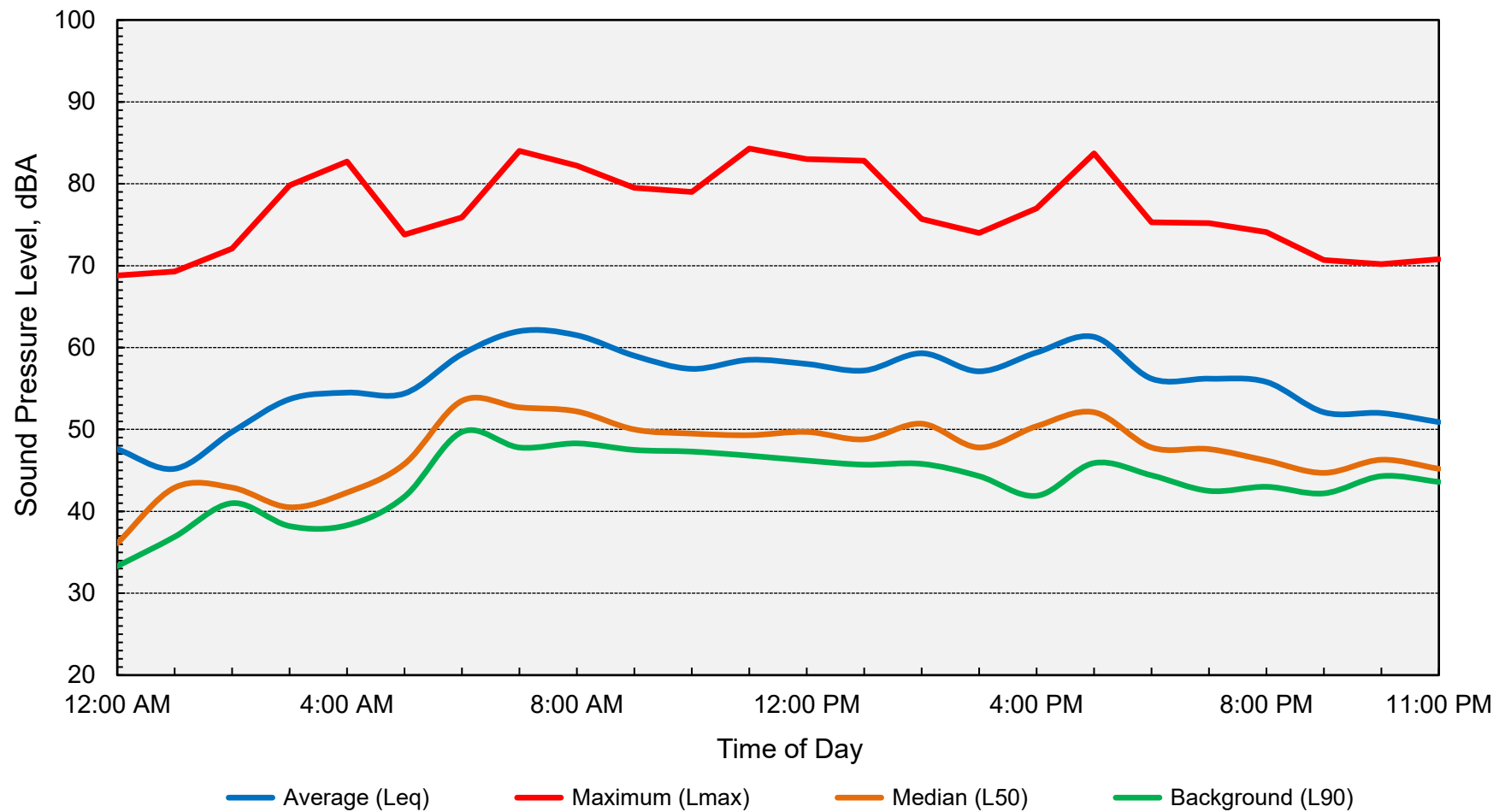
Appendix D-1
Long-Term Ambient Noise Monitoring Results - Site 1
Logistic Center - Rancho Cordova, California
Wednesday, December 08, 2021



Computed DNL = 60 dB

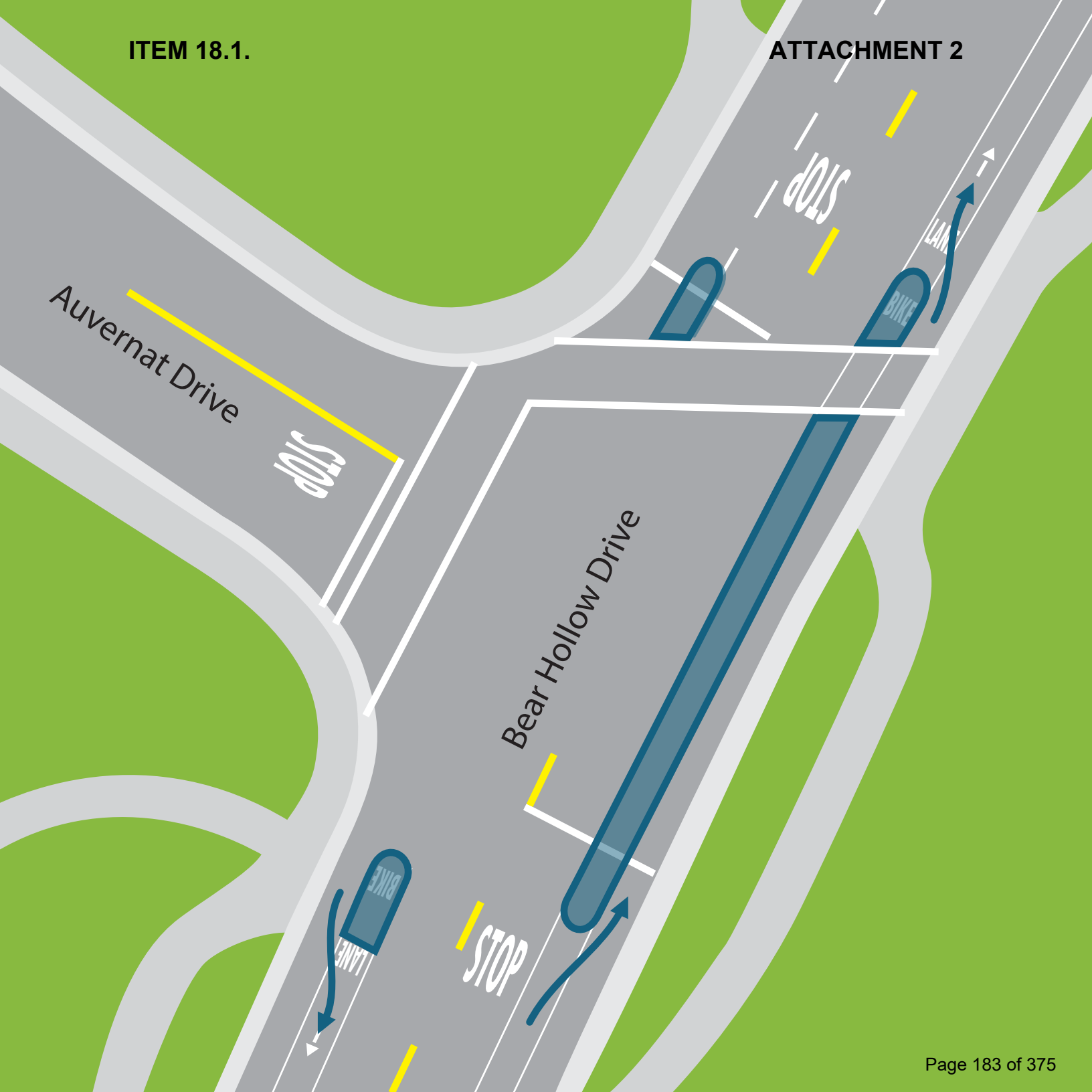


Appendix D-2
Long-Term Ambient Noise Monitoring Results - Site 1
Logistic Center - Rancho Cordova, California
Thursday, December 09, 2021



Computed DNL = 61 dB







International Dr

Bear Hollow Dr

ATTACHMENT 2

Zinfandel Dr

Auvernat Dr

Robola Way

Queens Arbor Dr

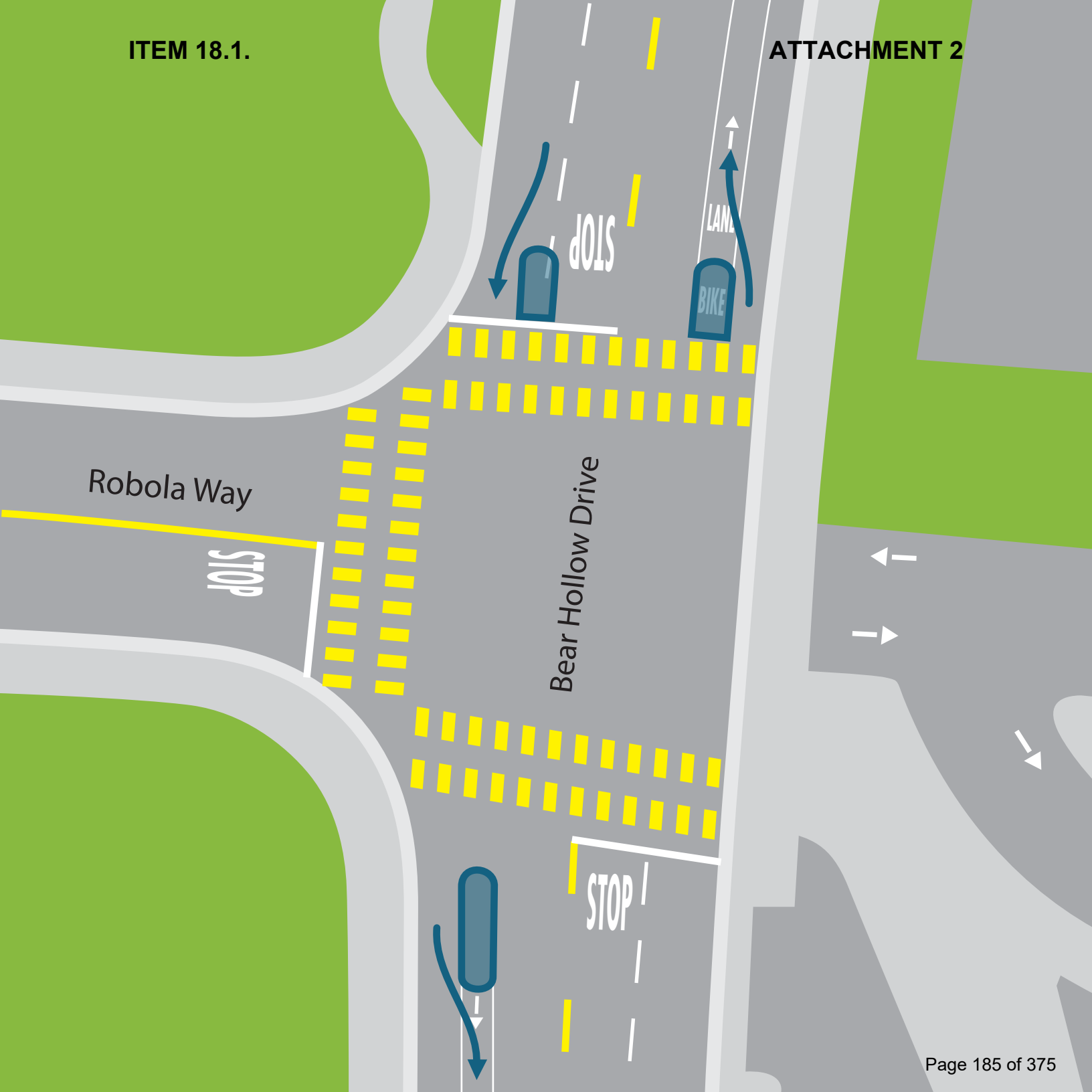
Femoyer St

Airpark Dr

Bear Hollow Dr

**PROJECT
AREA**

N Mather Blvd



Transportation Engineers

March 9, 2022

Mr. George Condon, Partner, West Region
DERMODY
5500 Equity Avenue
Reno, CA 89502

**RE: TRIP GENERATION ESTIMATE AND TRUCK / AUTOMOBILE CIRCULATION
ASSESSMENT FOR BEAR HOLLOW DRIVE BUSINESS/ PROFESSIONAL SITE,
RANCHO CORDOVA, CA**

Dear Mr. Condon:

As requested, KD Anderson & Associates has completed this assessment of the probable trip generation associated with the uses on the Bear Hollow Drive Business/Professional (BP) site proposed in Rancho Cordova. The project involves construction of a 155,040 sf building in the BP (Business Park) zone at the intersection of Mather Blvd & Bear Hollow Drive. The building would be configured with 147,290 sf of warehouse space and 7,750 sf of supporting office space. The building would be accompanied by 27 truck loading docks, 32 trailer stalls and 98 automobile parking stalls.

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, 11th Edition*, selection of applicable trip generation rates and calculation of the project's overall and truck trip generation forecasts. 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.

Our work also included identification of the most likely truck route to the site and quantification of the automobile trip distribution on the streets leading to the site.

Trip Generation Rates. The *ITE Trip Generation Manual, 11th 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 a BP site. In general, the rates are dependent on employee density and the extent of travel to and from the site throughout the day. The buildings used for industrial / warehouse uses typically contain a small area of office space used to support the business operation, and that activity is included in the overall trip generation rates. Each land use category was also supported by truck trip generation rates.

The nature of the occupants of the buildings is unknown. Trip generation rates are available for **General Light Industrial Uses (Code 110)**, and these rates are presented in Table 1 below. Based on the project description, the site could also be developed with Warehouse uses, and the ITE rate for **Warehousing (Code 150)** has been identified. Finally, specialized warehousing has been a common type of development in the Rancho Cordova area, and ITE identifies **High Cube Warehousing (Code 154)** as follows:

A high-cube warehouse (HCW) is a building that typically has at least 200,000 gross square feet of floor area, has a ceiling height of 24 feet or more, and is used primarily for the storage and/or consolidation of manufactured goods (and to a lesser extent, raw materials) prior to their distribution to retail locations or other warehouses. A typical HCW has a high level of on-site automation and logistics management. The automation and logistics enable highly-efficient processing of goods through the HCW. The HCWs included in this land use include transload and short-term facilities. Transload facilities have a primary function of consolidation and distribution of pallet loads (or larger) for manufacturers, wholesalers, or retailers. They typically have little storage duration, high throughput, and are high-efficiency facilities. Short-term HCWs are high-efficiency distribution facilities often with custom/special features built into structure for movement of large volumes of freight with only short-term storage of products.

Trip Generation Forecast. The number of peak hour trips associated with the project has been estimated for each land use category, and the results are also presented in Table 1. As shown, as a “worst case”, applying the Light Industrial rate could generate 755 trips over the course of the day (i.e., ½ inbound and ½ outbound) and would suggest 115 trips in the weekday a.m. peak hour and 101 trips in the p.m. peak hour. Alternatively, warehouse space as envisioned in the site plan, would generate 265 daily trips and 26 trips in the a.m. peak hour and 28 p.m. peak hour trips. The forecast associated with High Cube warehousing is even lower (i.e., 217 daily trips with 12 a.m. peak hour and 16 p.m. peak hour trips).

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
110	General Light Industrial	ksf	4.87	88%	12%	0.74	14%	86%	0.65
150	Warehousing	ksf	1.71	77%	23%	0.17	28%	72%	0.18
154	High Cube warehouse	ksf	1.40	77%	23%	0.08	28%	72%	0.10
<i>Bear Hollow Drive Project</i>									
110	General Light Industrial	155.04	755	101	14	115	14	87	101
150	Warehousing		265	20	6	26	8	20	28
154	High Cube Warehouse		217	9	3	12	4	12	16

Trip Generation Conclusions. The City of Rancho Cordova’s traffic study guidelines typically determine the need for additional traffic impact analysis based on consideration of a project’s overall trip generation estimate. Those projects generating fewer than 1,000 daily or 100 peak hour trips do not typically require traffic impact analysis. If the Bear Hollow Drive BP site is developed with “General Light Industrial” uses (i.e., “worst case”) then the project’s trip generation estimates fall above those thresholds in the a.m. and p.m. peak hours.

Truck Traffic. Because the overall volume of traffic created by the project is low, a key issue may be the amount of truck traffic caused by the project and the routes followed by trucks traveling to and from the site. Table 2 presents estimates for the truck trips accompanying site development under the three alternative ITE land use trip generation categories. As indicated total daily truck trip generation (i.e., inbound and outbound total) ranges from 34 to 91 daily trips. The land use category generating the most total vehicle trips (i.e., warehouse) generates fewer truck trips..

TABLE 2 TRUCK 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
110	General Light Industrial	ksf	0.25	60%	40%	0.01	50%	50%	0.01
150	Warehousing	ksf	0.60	52%	48%	0.02	52%	48%	0.03
154	High Cube warehouse	ksf	0.22	49%	51%	0.02	47%	53%	0.01
<i>Bear Hollow Drive Project</i>									
110	General Light Industrial	155.04	39	1	1	2	1	1	2
150	Warehousing		93	2	1	3	2	3	5
154	High Cube Warehouse		34	1	2	3	2	1	2

Truck Routes. Most truck traffic to and from uses along the Zinfandel Drive corridor is oriented to and from US 50. While routes selected by automobile drives often reflect the shortest or most direct routes, truck drivers focus on routes that feature few stops that can most easily accommodate the turning requirements of large trucks. Those routes may not necessarily represent the shortest straight-line distance.

In this case, five possible routes have been identified in Table 3. Most truck traffic is expected to be oriented to the west on US 50, and in that direction routes using the Mather Field Road interchange, rather than the Zinfandel Drive interchange, are shorter, avoid most residential areas and have fewer stops. Based on this information, it is likely that truckers would choose Route 2, which avoids all residential areas for travel to the west.

ITEM 18.1.

Mr. George Condon, Partner, West Region

DERMODY

March 9, 2022

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ATTACHMENT 2

**TABLE 3
COMPARATIVE ROUTES TO US 50 FOR TRUCKS**

Route	Path	Adjoining Land Use Besides Industrial / Commercial?	Stops			Distance ² (miles)
			Signals ¹	Stop Signs	Total	
1	US 50 to Mather Field Rd to International Dr to Femoyer St to Airpark Dr to Bear Hollows Dr to site	0.15 mi Residential but no fronting homes.	5	3	8	14.1
2	US 50 to Mather Field Rd to International Dr to Femoyer St to Mather Blvd to No. Mather Blvd to Bear Hollow Dr to site	No Residential, no school, no park	5	5	10	14.7
3	US 50 to Zinfandel Dr to Bear Hollow Dr to site	0.5 mi Residential but no fronting homes. School, park	6	3	9	15.2
4	US 50 to Zinfandel Dr to Spoto Dr to N. Mather Blvd to Bear Hollow Dr to site	0.5 mi Residential but no fronting homes. Park	8	2	10	15.6
5	US 50 to Zinfandel Dr to N. Mather Blvd to Bear Hollow Dr to site	No residential, no school or Park	9	2	11	15.6
¹ including US 50 off-ramps ² distance from "Sacramento" using Google Earth Pro						

KDA

Automobile Trip Distribution. The proposed project would add automobile trips to streets surrounding the project, primarily as a result of travel by commuting employees. The distribution of those trips would primarily reflect the location of residences within the greater Rancho Cordova – Sacramento County / Folsom area, as well as the travel time along alternative local routes that connect the site with the regional circulation network.

Table 4 presents preliminary assumptions relating to trip distribution as well as a tabulation of daily and peak hour trips on each facility.

**TABLE 4
PRELIMINARY PROJECT TRIP DISTRIBUTION AND ASSIGNMENT**

Direction	Destination	Route	Share of Total	Local Street	Share	Trips with Light Industrial Rate		
						AM	PM	Daily
East	Folsom / El Dorado Co	Zinfandel Dr to US 50	20%	Bear Hollow Dr	15%	17	15	111
				Spoto Drive	5%	6	5	38
North	Citrus Heights / Sac Co	Zinfandel Dr to US 50 to Sunrise Blvd	35%	Bear Hollow Dr	28%	32	28	210
				Spoto Drive	7%	8	7	52
South	South Rancho Cordova	Mather Blvd to Douglas Rd	10%	Mather Blvd	5%	6	5	38
		N. Mather Blvd to Zinfandel Dr		N. Mather Blvd	5%	6	5	38
West	Sacramento County	International Dr to Mather Field Rd to US 50	30%	Bear Hollow Dr	30%	35	31	228
Northeast	Stonecreek Neighborhoods	Bear Hollow Dr	5%	Bear Hollow Dr	2%	2	2	16
		Spoto Drive		Spoto Drive	1%	1	1	8
		N. Mather Blvd		N. Mather Blvd	2%	2	2	16
						115	101	755
		Index #			% of Total			
Bear Hollow Drive	1	Zinfandel Dr to Airpark Dr		45%	52	45	340	
	2	Airpark Dr to access		75%	86	76	566	
	3	Access to N. Mather Blvd		25%	29	25	189	
Spoto Drive	4	N. Mather Blvd to Zinfandel Drive		8%	9	8	98	
N. Mather Blvd	5	Mather Blvd to Bear Hollow Dr		13%	15	13	38	
	6	Bear Hollow Drive to Spoto Dr		20%	23	20	151	
	7	Spoto Drive to Zinfandel Drive		7%	8	7	53	
Airpark Drive	8	Femoyer Street to Bear Hollow Dr		30%	35	30	227	

ITEM 18.1.

Mr. George Condon, Partner, West Region

DERMODY

March 9, 2022

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ATTACHMENT 2

Please feel free to contact me if you have any questions or need additional information.

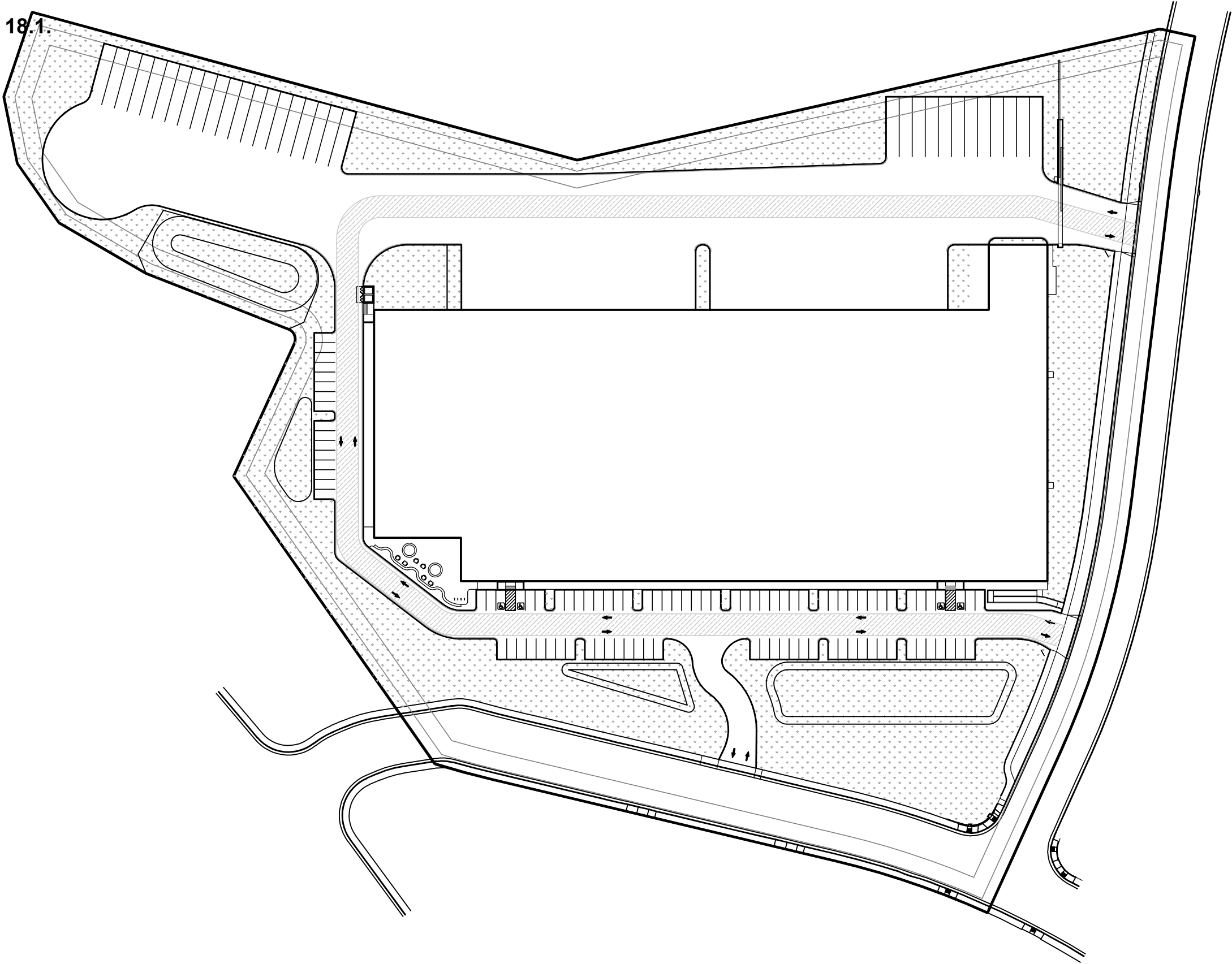
Sincerely yours,

KD Anderson & Associates, Inc.

A handwritten signature in black ink, appearing to read 'K D Anderson', with a long horizontal flourish extending to the right.

Kenneth D. Anderson, P.E.
President

Attachment: site plan, index map, ITE code 110, 150 and 154 worksheets



SCHEME:

Site Plan

Logisticcenter at Rancho Cordova
Rancho Cordova, CA

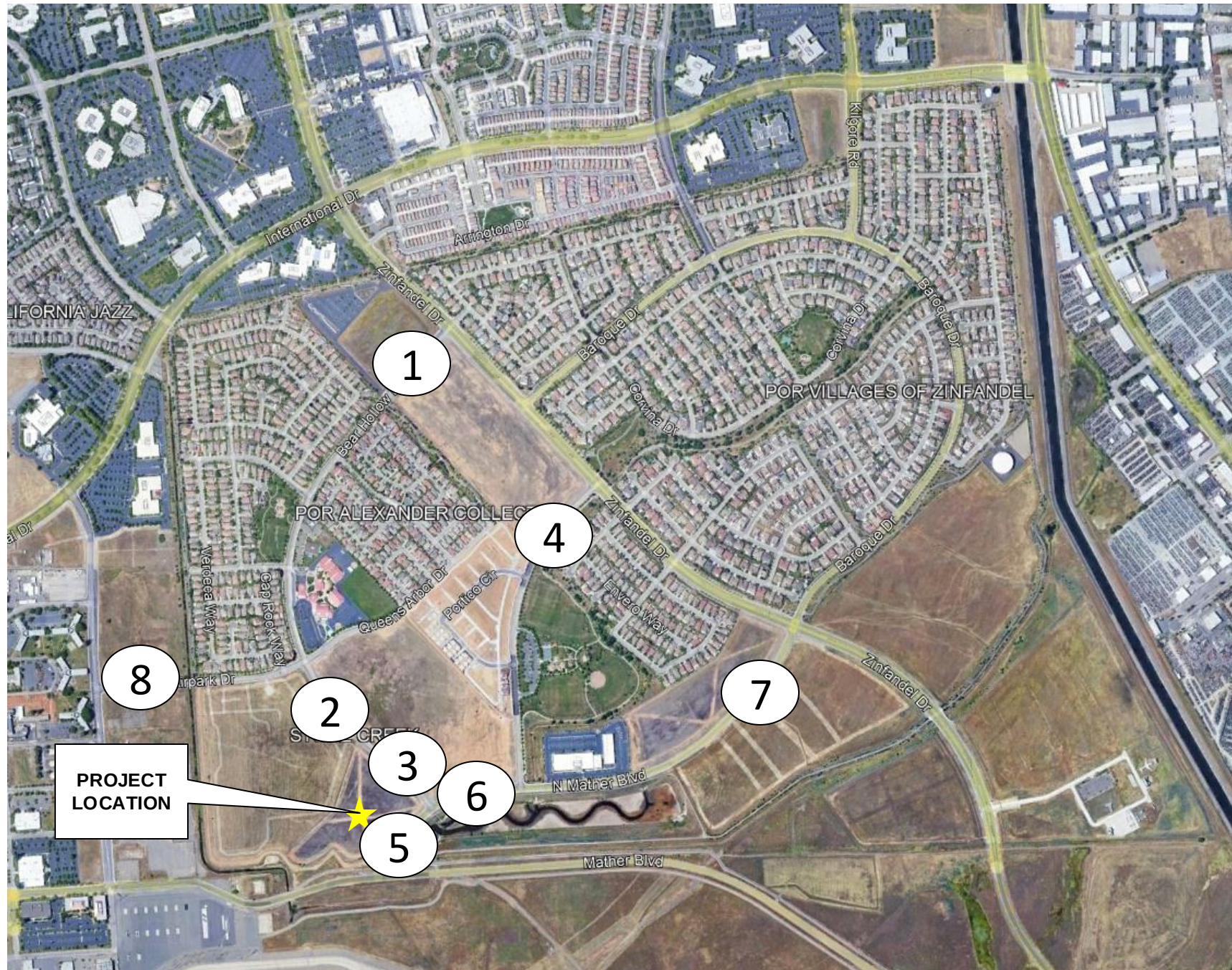
This conceptual design is based upon a preliminary review of
entitlement requirements and on unverified and possibly
incomplete site and/or building information, and is intended
merely to assist in exploring how the project might be developed.



WARE MALCOMB

SNR21-0064-00
01.21.2022

SHEET
1



TRIP ASSIGNMENT INDEX MAP

General Light Industrial (110)

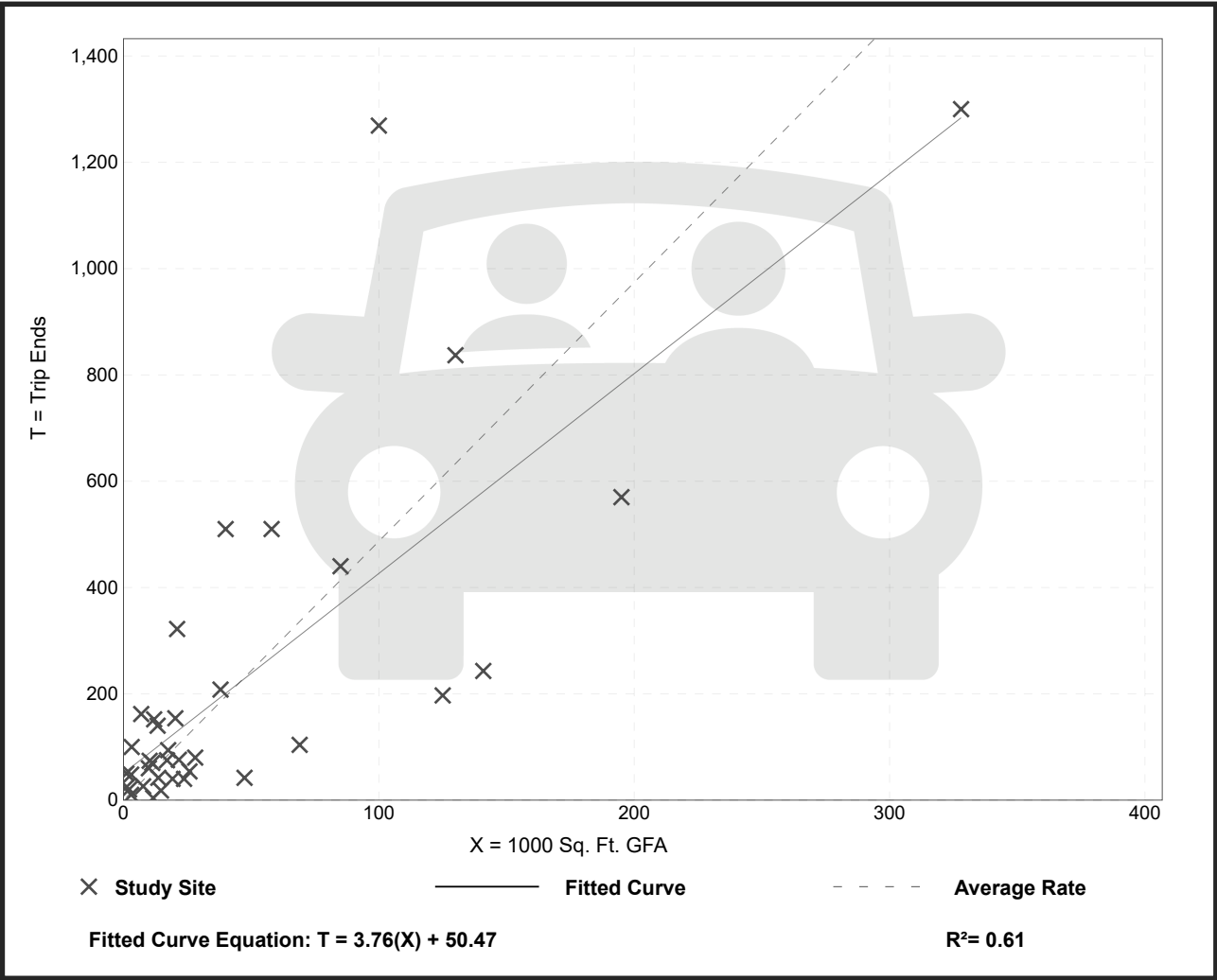
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.87	0.34 - 43.86	4.08

Data Plot and Equation



ITEM 18.1.**ATTACHMENT 2**

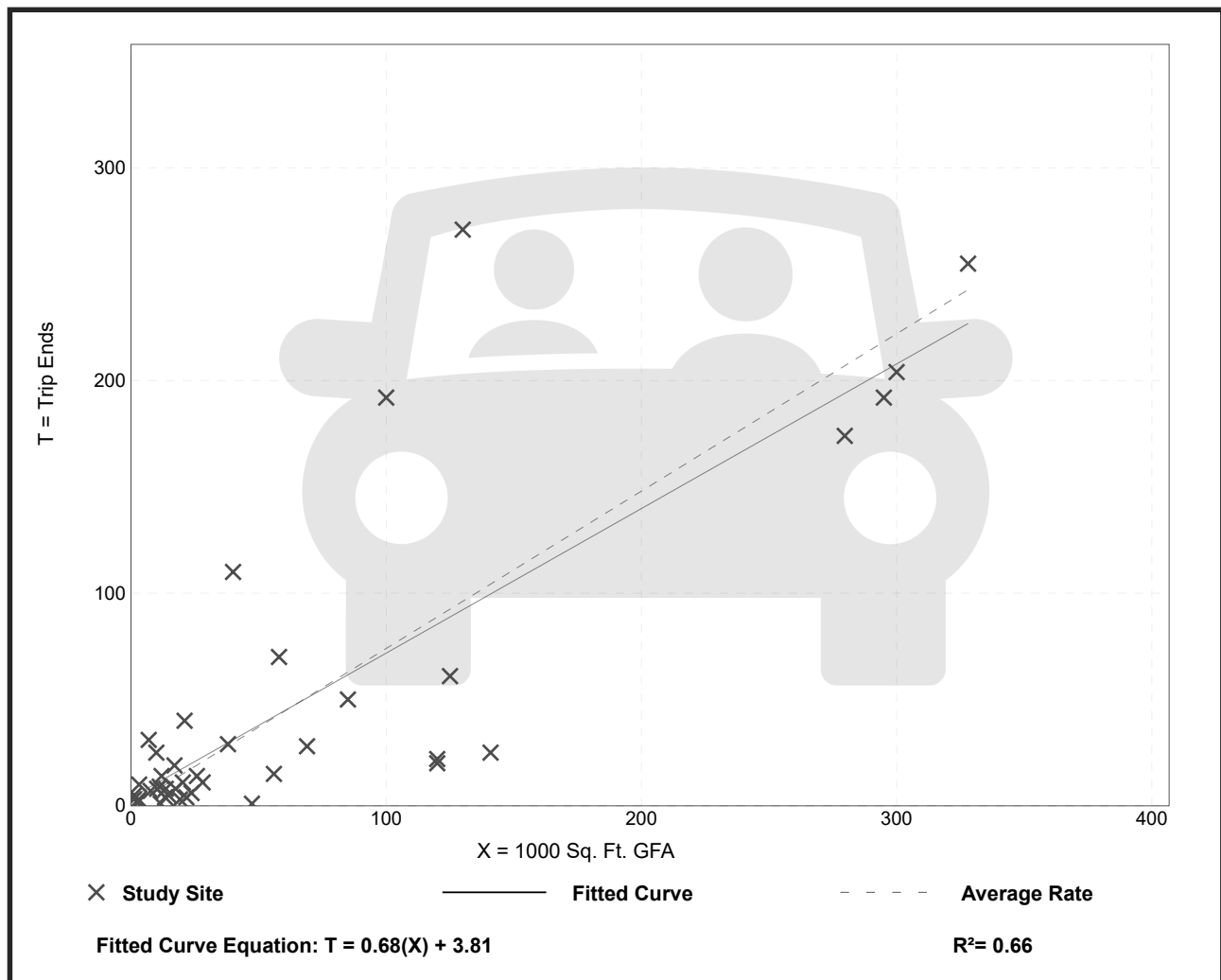
General Light Industrial (110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 41
 Avg. 1000 Sq. Ft. GFA: 65
 Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.74	0.02 - 4.46	0.61

Data Plot and Equation



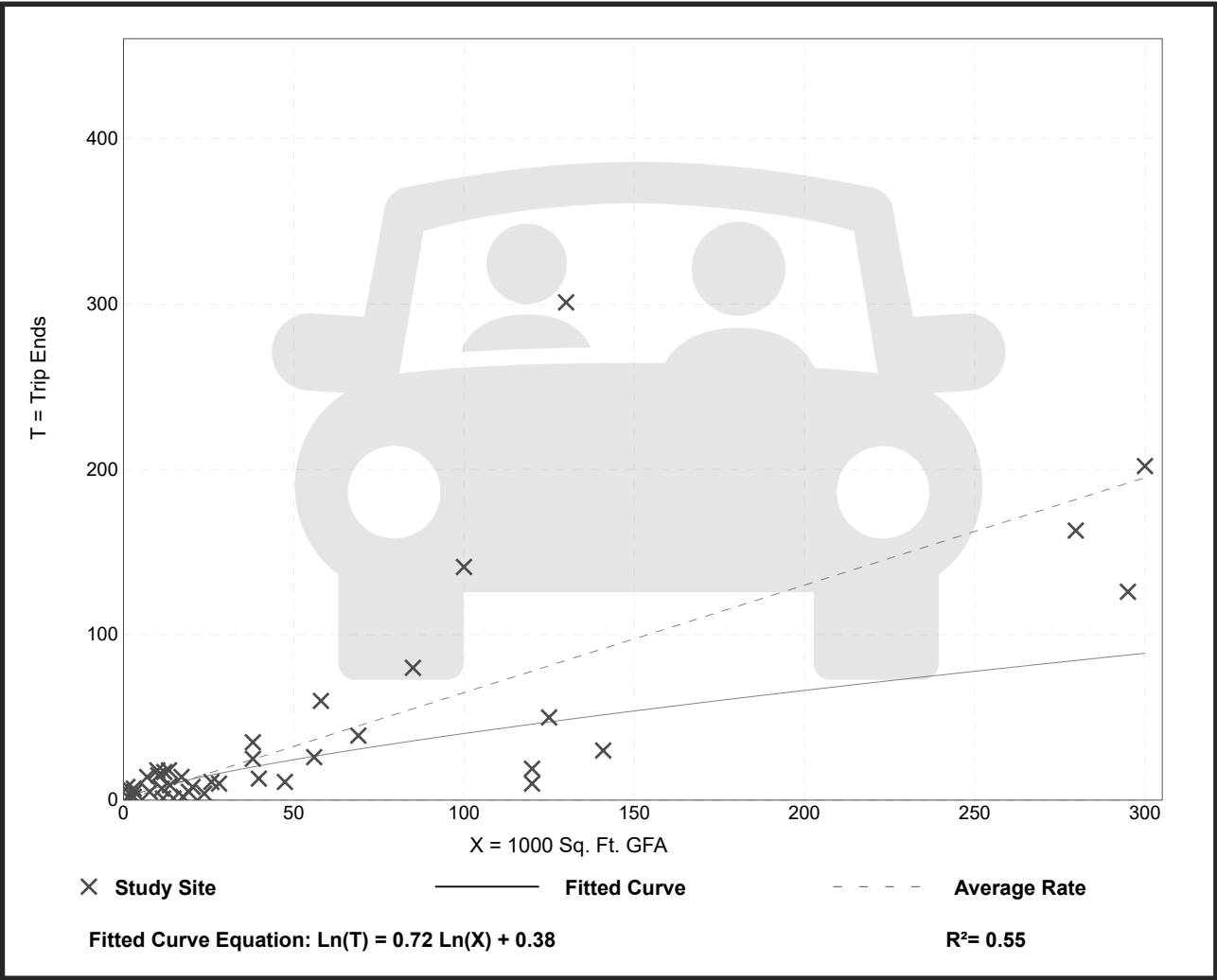
General Light Industrial (110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 40
Avg. 1000 Sq. Ft. GFA: 58
Directional Distribution: 14% entering, 86% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.65	0.07 - 7.02	0.56

Data Plot and Equation



Warehousing (150)

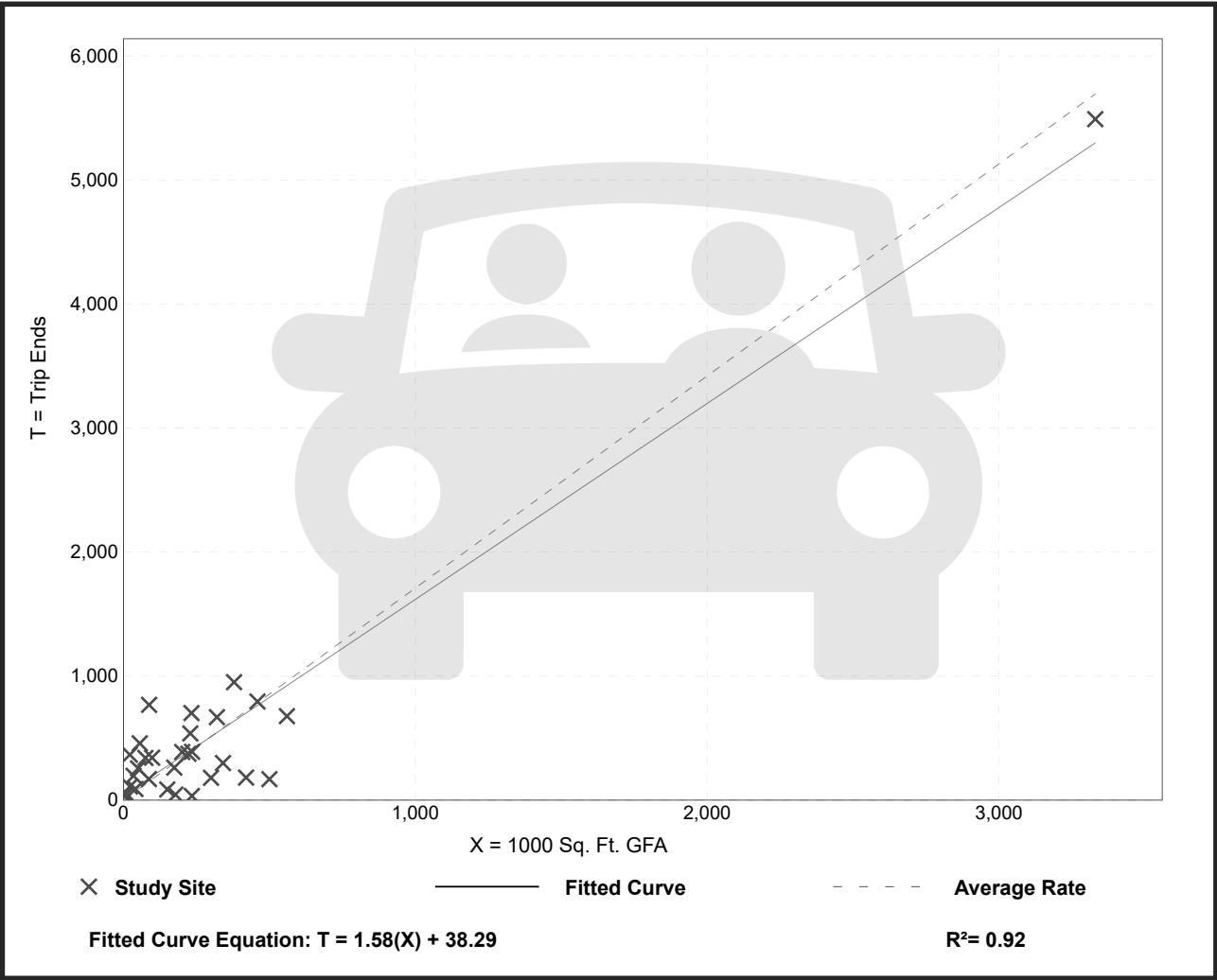
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 31
Avg. 1000 Sq. Ft. GFA: 292
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.71	0.15 - 16.93	1.48

Data Plot and Equation



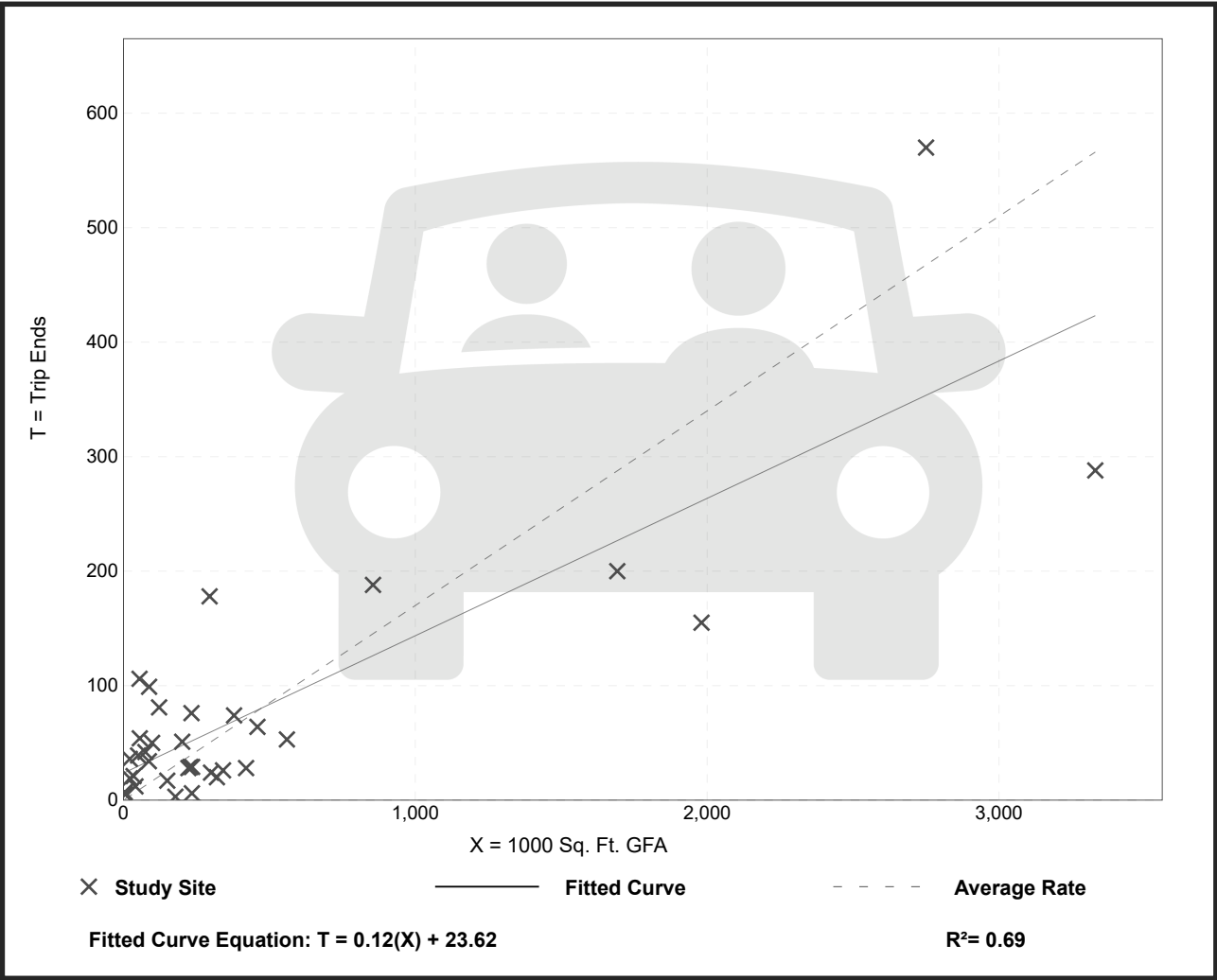
Warehousing (150)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 36
Avg. 1000 Sq. Ft. GFA: 448
Directional Distribution: 77% entering, 23% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.17	0.02 - 1.93	0.19

Data Plot and Equation



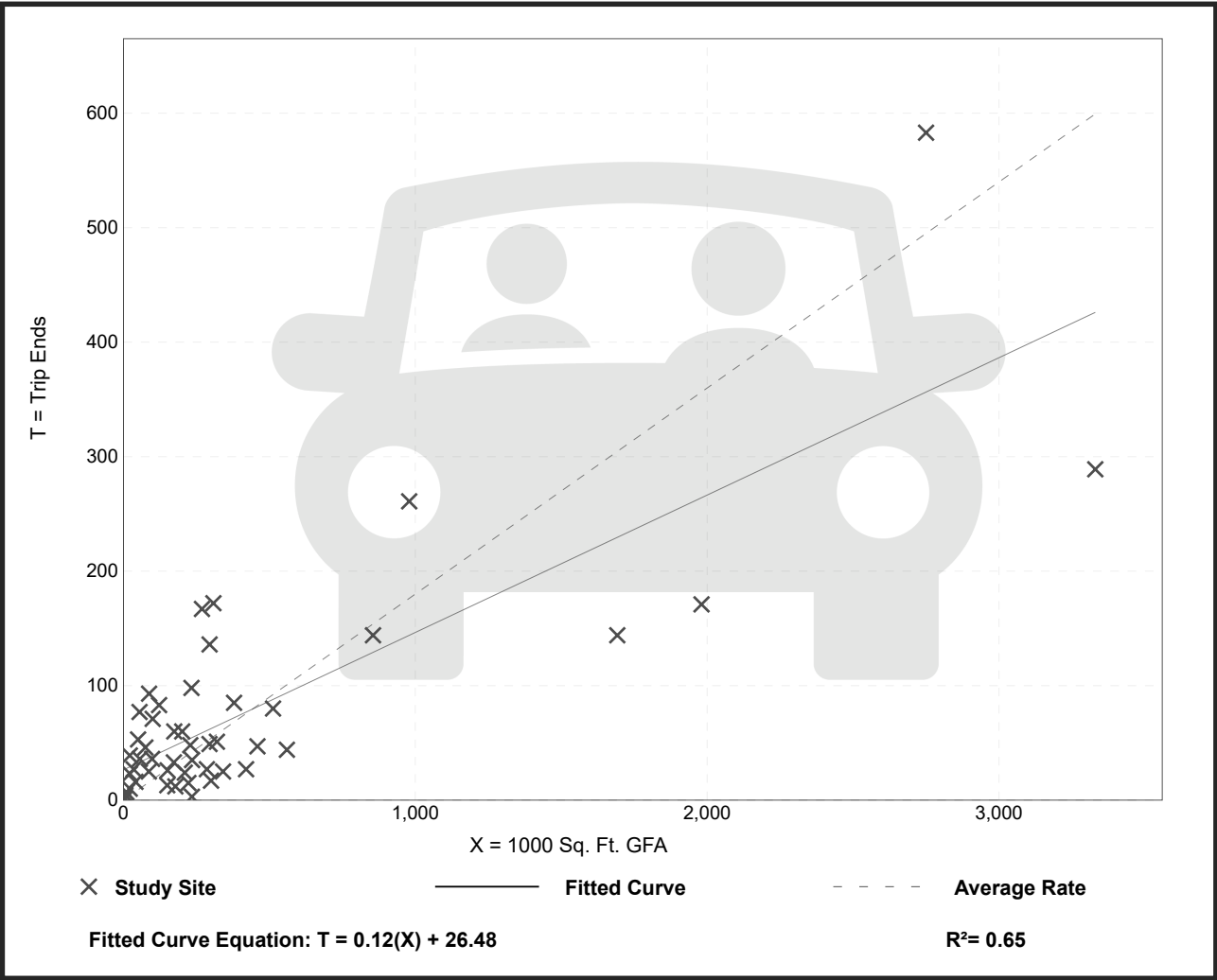
Warehousing (150)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. 1000 Sq. Ft. GFA: 400
Directional Distribution: 28% entering, 72% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.18	0.01 - 1.80	0.18

Data Plot and Equation



High-Cube Transload and Short-Term Storage Warehouse (154)

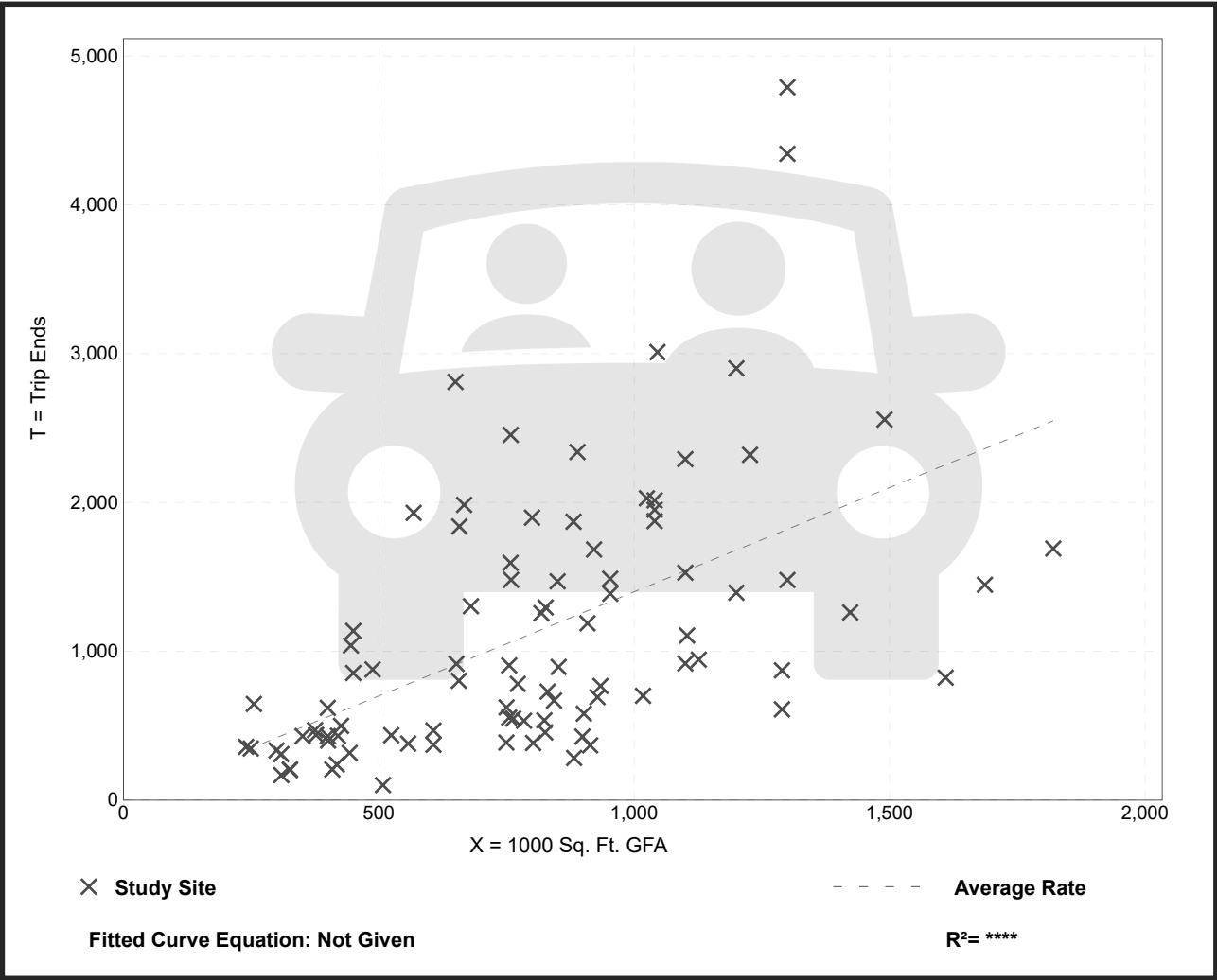
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 91
Avg. 1000 Sq. Ft. GFA: 798
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.40	0.20 - 4.32	0.86

Data Plot and Equation



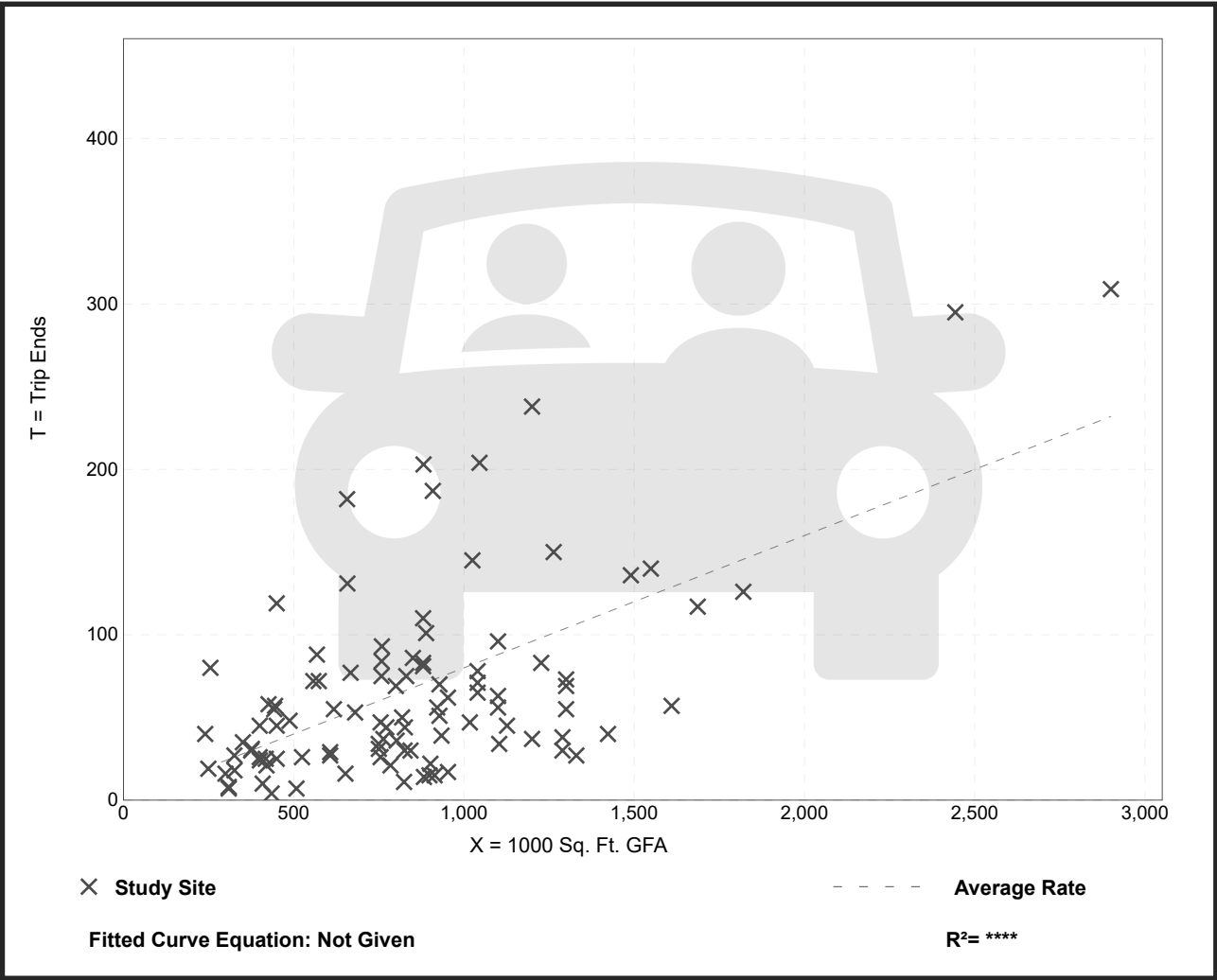
High-Cube Transload and Short-Term Storage Warehouse (154)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 102
Avg. 1000 Sq. Ft. GFA: 846
Directional Distribution: 77% entering, 23% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.08	0.01 - 0.31	0.05

Data Plot and Equation



High-Cube Transload and Short-Term Storage Warehouse (154)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 103

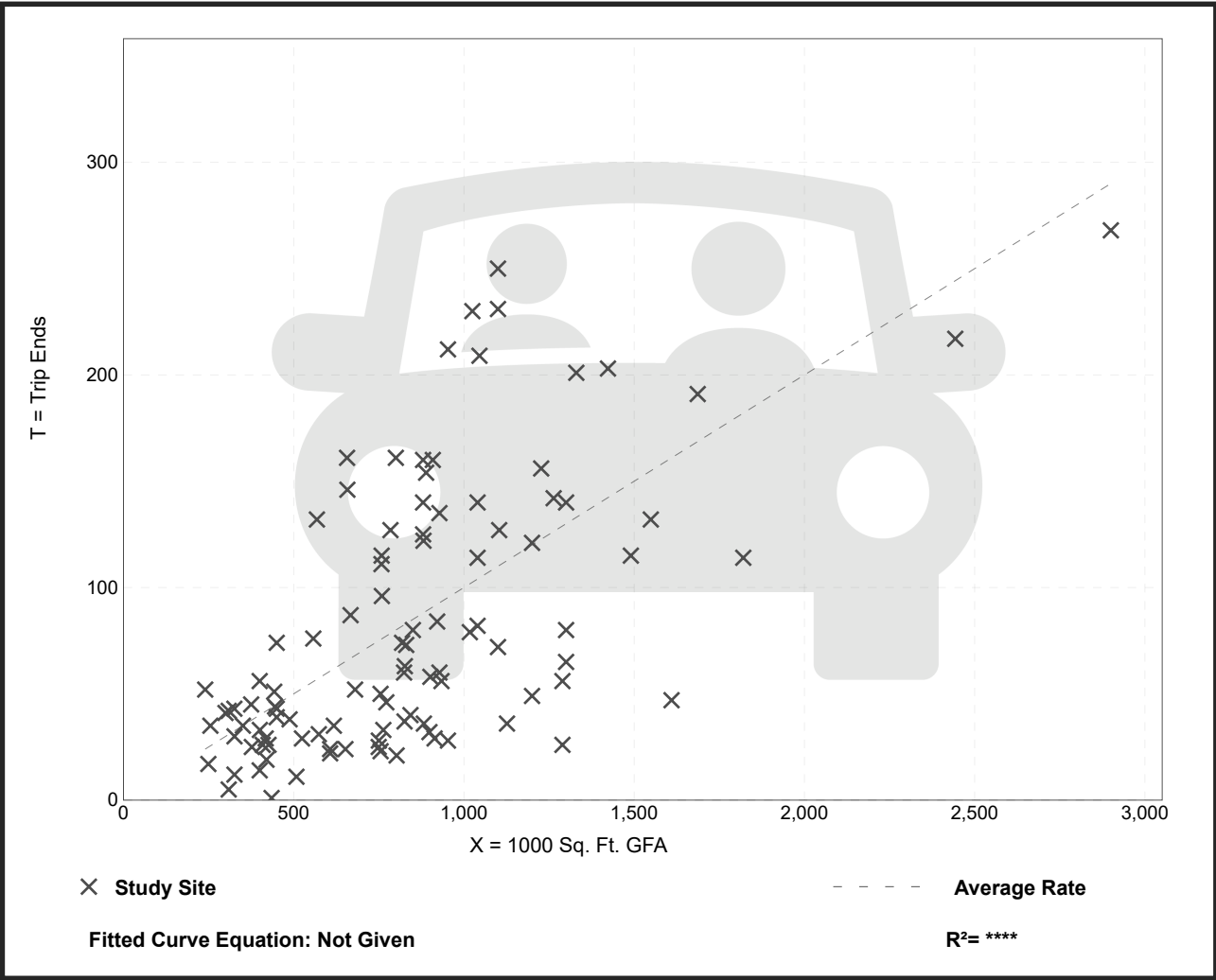
Avg. 1000 Sq. Ft. GFA: 840

Directional Distribution: 28% entering, 72% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.10	0.00 - 0.25	0.06

Data Plot and Equation



View from Queens Arbor at elementary school



ITEM 18.1.



View from Portico Circle along vacant site

ATTACHMENT 2



ITEM 18.1.**ATTACHMENT 3****DRAFT CONDITIONS IF PROJECT IS TO BE APPROVED**

		Category	Timing/ <u>Implementation</u>	Enforcement/ <u>Monitoring</u>
On-Going Conditions				
1.	The proposed entitlement is for a Major Design Review Permit for the Logisticenter at Rancho Cordova as described in the City Council staff report dated December 05, 2022 and attached Project Plans (<u>Exhibit A</u>) with DRAFT project conditions herein (<u>Exhibit B</u>), for project number PLND-1021-0015.	Project Description	On-Going	Planning
2.	Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by the City of Rancho Cordova ("City") and its agents, officers, consultants, and employees ("City's Agents") from any and all claims, actions, suits, or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. Nothing in this paragraph obligates the City to defend any Claim and the City is not required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City.	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	General	On-Going	Planning

ITEM 18.1.**ATTACHMENT 3****DRAFT CONDITIONS IF PROJECT IS TO BE APPROVED**

		Category	Timing/ <u>Implementation</u>	Enforcement/ <u>Monitoring</u>
	responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.			
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 or substantial construction of the permitted use or project has commenced and is diligently pursued to completion.	Expiration	On-Going	Planning
6.	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
7.	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
8.	PG&E has existing gas distribution facilities within a Public Utility Easement (PUE) along N. Mather Blvd and Bear Hollow Drive in the area of the proposed landscaping. The Company strongly suggests all vegetation be kept a minimum of 5-feet away from distribution lines for safety access.	Landscaping	On-Going	PG&E
9.	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.	Sidewalk Repair	On-Going	Public Works
10.	All storm drain facilities within private lots shall be privately maintained and shall be clearly labeled as "private" in the improvement plans.	Storm Drain Facilities	On-Going	Public Works
11.	SASD Design Standards and Specifications require	Design Standards	On-Going	Sacramento Area

ITEM 18.1.**ATTACHMENT 3****DRAFT CONDITIONS IF PROJECT IS TO BE APPROVED**

		Category	Timing/ <u>Implementation</u>	Enforcement/ <u>Monitoring</u>
	minimum 6-inch lower laterals for commercial and industrial buildings.			Sewer District
12.	Construction of a grease trap or a sand oil separator may be required. The Applicant must verify with the applicable jurisdiction's building department.	Grease Trap / Sand Oil Separator	On-Going	Sacramento Area Sewer District
13.	If any proposed garbage enclosure will contain a drain to the sewer, it must be covered.	Trash Enclosure	On-Going	Sacramento Area Sewer District
14.	Any use of SASD sewer easements, which is not compatible or interferes with the construction, reconstruction, operation, maintenance, or repair of SASD sanitary sewer(s), must not be allowed. Each proposed use must be reviewed and approved in writing by the District Engineer prior to the use of the easement by the Grantor. This includes landscaping.	Sewer Easements	On-Going	Sacramento Area Sewer District
15.	SMUD has existing underground 12kV facilities along Bear Hollow Drive and N. Mather Boulevard that will need to remain. The Applicant shall be responsible for maintain all CalOSHA and State of California Public Utilities Commission General Order No. 128 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation.	Existing Underground Utilities	On-Going	SMUD
16.	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.	Easements	On-Going	SMUD
17.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	Relocation or Removal	On-Going	SMUD
18.	Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD	Future Facility	On-Going	SMUD

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	easement. This will be determined prior to SMUD performing work on the Applicant's property.			
19.	In the event the City requires an Irrevocable Offer of Dedication (IOD) for future roadway improvements, the Applicant shall dedicate a 12.5-foot public utility easement (PUE) for overhead and/or underground facilities and appurtenances adjacent to the City's IOD.	Irrevocable Offer of Dedication	On-Going	SMUD
20.	Any work outside of normal construction hours (7:00AM to 7:00PM) as dictated by the Public Works Department, must provide adequate notification to residents a minimum of 10 full days prior to first day of work. Notifications must be provided to City Staff for review prior to being mailed out and shall be sent out to all property owners and tenants west of Zinfandel Drive. Notification shall include the following: - Dates of construction/work - Requested hours of operation - A brief description of the type of work to be completed and what types of noise can be expected	Construction Hours Notification	On-Going Throughout Construction	Planning Department
Prior to Approval of Grading Plans				
21.	Applicant shall complete the trip generation analysis to included an evaluation of the proposed site access driveways to be approved by the Public Works Department.	Trip Generation Analysis	Prior to Approval of Grading Plans	Public Works
Prior to Approval of Improvement Plans				
22.	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. <i>The use of turf-block or grass-crete or similar alternate</i>	Fire Access Roadway	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department

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	<i>road surfaces is not approved for installation in fire apparatus access roadways.</i>			
23.	Show the design for a minimum of 2 remote fire access roadways. Remote fire access roadways shall be spaced a distance apart that is no less than ½ the diagonal measurement of the overall project site.	Fire Access	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
24.	Show the design for aerial apparatus access. Aerial apparatus access shall conform to Sacramento Metro Fire Districts, Fire Prevention Standard #3.	Aerial Apparatus Access	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
25.	Show the design for an approved fire apparatus turnaround. The fire apparatus turnaround shall conform to Sacramento Metro Fire Districts, Fire Prevention Standard #3. The fire access turn-around shall be located within 50 feet of the end of the access roadway.	Fire Apparatus Turnaround	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
26.	Show on the plan how Fire Lanes will be marked. Fire Lane identification shall be provided along the required fire access roadway. Fire Lane identification shall be in accordance with the Sacramento Metro Fire Districts Fire Prevention Standard #3 and the California Vehicle Code. Vehicle parking is prohibited on any street less than 28 feet in width. Vehicle parking is permitted on both sides of streets 36 feet or more in width. Roadway widths shall be measured between the gutter-line or edge of pavement on opposite sides of the road. Identification of fire apparatus access roadways may be required on private roads.	Fire Lanes	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
27.	Provide a note on the plan that reads, "Fire apparatus access roads shall be designed and maintained to support the imposed live load of 80,000 pounds, with a maximum axle load of 31,000 pounds, and meet 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	Fire Apparatus Access	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department

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	constructed roadway shall be provided by a registered geotechnical engineer prior to final of the project.”			
28.	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 any construction 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 Hydrants	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
29.	Provide Fire Access Agreement between all parcels connected to and served by fire access. Fire Access Agreement shall be recorded with the Public Records Office having jurisdiction.	Fire Access Agreement	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
30.	Provide Fire Access Roadway Maintenance Agreement (RMA) between all parcels connected to and served by the fire access roadway. The Fire Access Roadway Maintenance Agreement shall be recorded with the Public Records Office having jurisdiction. The roadway maintenance agreement shall include the following: • Provisions for the necessary repair and maintenance of the roadway surface. • Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13'-6") or width of twenty feet (20') • Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping • Provisions for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems.	Fire Access Roadway Maintenance Agreement	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department

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31.	Drainage Study: Applicant shall prepare and submit a project specific drainage study that includes but is not limited to: a pre- and post-project drainage analysis of the project impacts, identification of offsite project impacts or required offsite improvements, and identification of proposed connections to the City's Storm Drainage System with adequate supporting calculations. The drainage study 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 City standards. The drainage study must be developed and stamped by a Professional Engineer and determined by the City to be accurate and adequate.	Drainage Study	Prior to Approval of Improvement Plans	Public Works
32.	Stormwater Quality- Post Construction The improvement plans shall incorporate all applicable post construction stormwater quality measures; including source control, waste management areas) and low impact development 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 all 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
33.	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. The SWPPP shall incorporate Best Management Practices (BMPs) to ensure that potential water quality impacts during	Stormwater Quality	Prior to Approval of Improvement Plans	Public Works

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	construction phases are minimized. These measures shall be consistent with the City's Improvement Standards and Land Grading and Erosion Control Ordinance. During construction, the applicant shall implement BMPs in accordance with the SWPPP and the City's Improvement Standards. Advisory Condition: Construction General Permit The project applicant shall file a Notice of Intent (NOI) to obtain coverage under the <i>National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities</i> (Construction General Permit). Permits are issued by the State Water Resources Control Board.			
34.	The SWPPP 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 incorporated in the erosion and sediment control plan as part of the improvement plans submittal.	SWPPP	Prior to Approval of Improvement Plans	Public Works
35.	Drainage System Design: The applicant shall submit and obtain City approval of plans and specifications for the construction of public improvements and all grading. The drainage system shall be designed in accordance with the approved Drainage Study to accommodate runoff from the ultimate development and shall meet the City of Rancho Cordova's Improvement Standards, construction standards, and Floodplain Management Ordinances in effect at the time of improvement plans submittal.	Drainage System	Prior to Approval of Improvement Plans	Public Works
36.	All development within the City must comply with the City of	Floodplain	Prior to Approval of	Public Works

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	Rancho Cordova's Floodplain Management Ordinance. 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 improvement standards). The overland release path must be shown on the improvement plans and the hydraulic computation 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.	Management	Improvement Plans	
37.	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.	Concrete Stamp	Prior to Approval of Improvement Plans	Public Works
38.	All storm drain facilities within private lots shall be privately maintained and shall be clearly labeled as "private" in the improvement plans.	Storm Drain Facilities	Prior to Approval of Improvement Plans	Public Works
39.	Number, size, and location of driveways are subject to approval by the Public Works Department.	Driveways	Prior to Approval of Improvement Plans	Public Works
40.	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.	Frontage Agreement	Prior to Approval of Improvement Plans	Public Works
41.	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 22.180.060: - Planting plan to scale that indicate slope - Irrigation Plan	Landscape Plan	Prior to Approval of Improvement Plans	Public Works

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	• Soils Test • Water Use Calculations • Irrigation Schedule • Permeability test for LID facilities' locations • Soil media specifications (LID features)			
42.	All landscape strips, medians, etc. that contain trees shall be designed to include continuous root barriers. Trees shall be appropriately sized for their proposed planters.	Tree Installation	Prior to Approval of Improvement Plans	Public Works
43.	All non-passenger and commercial vehicles shall utilize North Mather Boulevard for ingress and egress purposes. All non-passenger and commercial vehicles shall only use Bear Hollow Drive to and from North Mather Boulevard. Non-passenger and commercial vehicles shall not be permitted to use Bear Hollow Drive north of the project site, Airpark Drive, Spoto Drive, Baroque Drive, or other residential neighborhood roads. Traffic control devices shall be designed where needed to the satisfaction of the City Engineer.	Traffic Control	Prior to Approval of Improvement Plans	Public Works
44.	Applicant shall install directional signage at truck exit on Bear Hollow drive that states "RIGHT TURN ONLY" to guide trucks to N. Mather Boulevard. Additional signage shall also be placed at the N. Mather Boulevard driveway entrance signifying that no trucks are allowed in or out of the N. Mather Boulevard driveway.	Traffic Control	Prior to Approval of Improvement Plans	Planning
45.	Provide a pedestrian connection adjacent to the proposed driveway access from the project site to N. Mather Boulevard. Pedestrian access point on N. Mather shall also include additional signage pointing to ADA accessible route along Bear Hollow Drive.	Additional Pedestrian Connections	Prior to Approval of Improvement Plans	Public Works
46.	To obtain sewer service, construction of SASD sewer infrastructure will be required. Current SASD Standards and Specifications apply to any offsite or onsite public sewer construction or modification. These improvements	Sewer Infrastructure	Prior to Approval of Improvement Plans	Sacramento Area Sewer District

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	must be shown on the plans. Field modifications to new or existing precast manhole bases are not allowed.			
47.	SASD requires each building on each lot with a sewage source to have a separate connection to 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 must 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.	SASD Connections	Prior to Approval of Improvement Plans	Sacramento Area Sewer District
48.	Alignment of all main lines and structures must provide a minimum of 1-foot vertical clearance and 5 feet horizontal clearance from all other utilities and improvements. Sewer is to be located a minimum of 10 feet (measured horizontally) from any structure or footing. Show public sanitary sewer and water supply facilities in accordance with the Health and Safety Code.	Sewer Clearances	Prior to Approval of Improvement Plans	Sacramento Area Sewer District
49.	The project has an approved Level 3 sewer study. Any changes to the approved study may require an addendum.	Sewer Study	Prior to the SUBMITTAL of Improvement Plans	Sacramento Area Sewer District
50.	The Applicant shall dedicate a 12.5-foot public utility easement for overhead and/or underground facilities and appurtenances adjacent to all public street rights-of-way.	Easement Dedications	Prior to Approval of Improvement Plans	SMUD
51.	The Applicant shall dedicate any private drive, ingress and egress easement, (and 10-feet adjacent thereto) as a public utility easement for (overhead and) underground facilities and appurtenances. All access roads shall meet minimum SMUD requirements for access roads.	Easement Dedications	Prior to Approval of Improvement Plans	SMUD
52.	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.	Structural Setbacks	Prior to Issuance of Building Permit	SMUD
53.	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	Utility Clearance	Prior to Issuance of Building Permit	SMUD

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	requirements for other utilities (e.g., Gas, Telephone, etc.).			
54.	The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, service conductors). Information regarding SMUD siting requirements can be found at: https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services .	Siting Requirements	Prior to Issuance of Building Permit	SMUD
55.	The Applicant shall dedicate and provide all-weather vehicular access for service vehicles that are up to 26,000 pounds. At a minimum: (a) the drivable surface shall be 20-feet wide; and (b) all SMUD underground equipment and appurtenances shall be within 15-feet from the drivable surface.	Vehicular Access	Prior to Issuance of Building Permit	SMUD
Prior to Issuance of Building Permit				
56.	The Rancho Cordova Police Department has reviewed the plan design for the Logisticenter and has the following recommendations for the project: - Any glass doors should be secured with a deadbolt lock with minimum throw of 1 inch. The outside ring should be free moving. - The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand 1600lbs. of pressure in both vertical distance of 3 inches and a horizontal distance of 1 inch each side of the strike, so as to prevent violation of the strike. - Overhead roll-up doors should be so secured on the inside that the lock cannot be defeated from the outside and should also be secured with a cylinder lock or padlock from the inside. - Doors with glass panel and door with glass panels adjacent to the door frame should be secured with	RCPD Recommendations	Prior to Issuance of Building Permit	Rancho Cordova Police Department

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burglary-resistant glazing or the equivalent, if double-cylinder deadbolt locks are not installed. • Windows that are capable of being opened should be secured on the inside with a locking device capable of withstanding a force of three hundred 300lbs. applied in any direction. • Parking lots, driveways, circulations areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with high intensity discharge lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness and provide a safe, secure environment for all persons, property, and vehicles on site. Such lighting should be equipped with vandal resistant covers. A lighting level of .5 to 1 foot candle minimum, maintained at ground level, is required. A combination of wall and pole mounted fixtures may be used. • All exterior doors should be provided with a light source and should be adequately illuminated at all hours to make clearly visible the presence of any person on or about the premises and provide adequate illumination for persons exiting the building. • Graffiti resistant paint should be used on all exterior surfaces, to allow for efficient cleaning of any graffiti on the structure. • Shatter resistant glass or glazing should be used for all exterior-facing windows. • Each premises, while closed for business after dark, should be sufficiently lighted by use of interior night lights. • Due to the amount of hours the facility will be unoccupied, an alarm system should be installed. The type of alarm is dependent upon the nature of the			

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	individual business.			
57.	The applicant shall meet the following: Civil Site Plans and Architectural Plans shall be submitted <u>and</u> 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 <u>does not</u> allow deferred submittals for Fire Sprinkler or Fire Alarm plans.	Plan Submittals	Prior to Issuance of Building Permits	Sacramento Metropolitan Fire Department
58.	Where a bridge or elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17.	Apparatus Access	Prior to Issuance of Building Permits	Sacramento Metropolitan Fire Department
59.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a funding mechanism to fund the operation and maintenance of the Project's stormwater drainage and flood protection system. Costs associated with the annexation shall be borne by the Property Owner/Applicant through payment of the annexation costs in the amount of \$7,000 per annexation. Contact Elizabeth Sparkman at (916) 851-8714 with regard to the process to satisfy this condition of approval.	Maintenance Services for Stormwater drainage and flood protection	The annexation shall occur prior to issuance of building permit. The annual fee commences when a building permit is issued	Public Works
60.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, and public frontage and median landscape improvements.	Maintenance Services for Fair Share of Public Improvements	The annexation shall occur prior to issuance of building permit. The annual fee commences when a building permit is issued	Public Works

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	This may be accomplished through annexation to the City's Communities Facilities District No. 2008-1 (Street Lighting and Road Maintenance) with a commercial/industrial load factor. 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.			
61.	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 • Civil plan shall include an ADA access plan • Provide sidewalk, curb, and gutter improvements along the frontage of Bear Hollow Drive. • Provide sidewalk connection to N. Mather Blvd. from the project. • Utility laterals • Install bulb-outs and associated improvements for traffic calming and pedestrian access at the following intersections: ■ Bear Hollow Drive and Airpark Drive ■ Bear Hollow Drive and Robola Way ■ Bear Hollow Drive and Auvernat Drive ■ Applicant shall remove existing striping, sealcoat, and install new striping to satisfaction of City to accommodate bulbouts • Replacement of damaged sidewalk and curb and gutter along property frontage of North Mather Blvd. shall be	Improvement Plans	Prior to Issuance of Building Permits	Public Works

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	completed to the satisfaction of The Public Works Department. Sidewalk panels shall be replaced to the nearest joint - 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. - Complete installation of all improvements shown on the improvement plan to satisfaction of the City prior to occupancy			
62.	Secure City of Rancho Cordova Public Works Department approval of final grading plans, as required by City Ordinance	Grading Plans	Prior to Issuance of Building Permit	Public Works
63.	The owner must contact Permit Services Unit at PermitServices@sacsewer.com or by phone at (916) 876-6100 to determine if sewer impact fees are due. Fees are to be paid prior to the issuance of building permits.	Sewer Impact Fees	Prior to Issuance of a Building Permit	Sacramento Area Sewer District
64.	Applicant shall submit a Final Landscape Plan for review with the Building Permit submittal. Final landscape plan shall include upgraded trees along Bear Hollow Drive from 24" box trees to 36" box trees. Any trees that can be upgraded to 48" box trees without sacrificing tree density shall be increased.	Landscape	Prior to Issuance of Building Permit	Planning
65.	The wrought iron fencing surrounding the west side detention pond shall be removed and the pond remain open unless required by another department or agency.	Landscape	Prior to Issuance of Building Permit	Planning
66.	Applicant shall provide a solid screening wall at 10 feet in height in height at truck entrance to properly screen the loading dock area from the public right of way.	Screening	Prior to Issuance of Building Permit	Planning
67.	All projects are subject to Sacramento Metro Air District rules and regulations in effect at the time of construction. Please visit our website to find a list of the most common rules that apply at the construction phase of projects.	Construction Rules and Regulation	Prior to beginning of Construction	Sacramento Metropolitan Air District

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Prior to Final Inspection				
68.	During and upon completion of the installation of the landscaping for the project, the project landscape architect/designer shall certify that the installed landscape complies with the approved plans. Certification shall be accomplished by completion of site visits at key installation milestones. Key milestones at a minimum shall include: rough grade, soil amendment verification, Plant material inspection, irrigation coverage test underdrain installation (as applicable) and final installation. Certification shall include signed site observation reports, photographs and documentation verifying implementation of soil report recommendations. Failure to submit complete and accurate documentation to the Planning Department will delay final approval/occupancy of the project.	Landscaping	Prior to Final Building Inspection of the First Unit	Public Works
69.	Install public and onsite improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	On-Site Improvements	Prior to Final Inspection of the First Unit	Public Works
70.	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.	Water Conservation Requirements	Prior to Final Building Inspection	Public Works
71.	Record drawings of grading and improvement plans (1 full 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	Drawing Recordation	Prior to Final Building Inspection	Public Works

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	Engineer shall be submitted and approved by the Public Works Department.			
72.	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.	Addresses	Prior to Final Building Inspection	Sacramento Metro Fire

ADVISORY:

- **FIRE:** Any Gates shall be installed in accordance with The County Emergency Access Gates and Barriers Standard. Plan submittal is required prior to installation.
- **PG&E:** As a reminder, before any digging or excavation occurs, please contact Underground Service Alert (USA) by dialing 811 a minimum of 2 working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.



1331 N. California Blvd.
Suite 600
Walnut Creek, CA 94596

T 925 935 9400
F 925 933 4126
www.mslegal.com

Arthur F. Coon
Direct Dial: 925 941 3233
arthur.coon@msrlegal.com

October 3, 2022

VIA E-MAIL

Mr. Cyrus Abhar
City Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Email: cabhar@cityofranchocordova.org

Re: Dermody Industrial Properties – Appropriate Scope of CEQA Review for the Mather Blvd. Design Review Project

Dear Mr. Abhar:

As you know, this firm represents Dermody Properties in connection with its design review application for an approximately 155,077 square foot logistics center on a site located within the Zinfandel Special Planning Area ("ZSPA"), northwest of the intersection at North Mather Boulevard and Bear Hollow Drive ("Design Review Project"). As you are also well aware, the Design Review Project now before the City is fully consistent with the type, density and intensity of land use and development contemplated and authorized in the ZSPA planning document, and a Final Environmental Impact Report has been certified by the lead agency pursuant to CEQA that fully analyzed potential environmental impacts resulting from development within the ZSPA ("ZSPA FEIR").

The Design Review Project requires the City's approval of a "Major Design Review" application; therefore, given the limited scope and type of discretionary authority that the City is authorized to exercise at this stage of development under its local design review ordinance, we concur with the City's determination that the Design Review Project qualifies for a streamlining exemption under CEQA Guidelines Section 15183.

We write to further augment the administrative record with respect to the appropriate scope of City's environmental review of the Design Review Project under the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*) and the CEQA Guidelines (CCR, Tit. 14, Div. 6, Chap. 3) (collectively, "CEQA"), which is strictly limited under the law to those design-related environmental effects that the City is authorized by its ordinance to address during its Major Design Review process. Here, the City's Major Design Review process expressly limits the City's

Cyrus Abhar, City Manager
 October 3, 2022
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discretion to deny or condition approval of the Design Review Project based solely on the effects of its *design* components, not other effects of the previously authorized uses and density and intensity of those uses at the site. In other words, the City is not at liberty to use its limited design review authority to revisit environmental issues previously analyzed and laid to rest by the prior certified ZSPA EIR.

Accordingly, it is entirely appropriate – and, indeed, to the extent that the City conducts any further CEQA review, legally required – for the City to apply CEQA Guidelines section 15183, which provides for a partial exemption and streamlined CEQA review of the Design Review Project. As explained in more detail below, and just as it has done for other similar recent design review projects, the City’s determination to rely upon Section 15183 for the Design Review Project is proper under the law, and furthermore any analysis conducted thereunder must be limited to any potential design-related effects peculiar to the Design Review Project that were not studied or analyzed in the ZSPA EIR.

I. For CEQA Purposes, The City May Only Analyze Those Potential Impacts Which It Has Authority And Discretion Under Its Design Review Ordinance To Meaningfully Address.

CEQA review is only triggered for “discretionary” projects, which are those that require a local agency to exercise meaningful judgment or deliberation in deciding whether or how to approve a proposed activity. The “touchstone” in determining whether a project is discretionary for CEQA purposes is “whether the approval process involved allows the government to shape the project in any way” which could meaningfully respond to environmental concerns recognized by CEQA. (CEQA Guidelines, § 15357; *McCorkle Eastside Neighborhood Group v. City of St. Helena* (2018) 31 Cal.App.5th 80; *Friends of Juana Briones House v. City of Palo Alto* (2010) 190 Cal.App.4th 286.) “CEQA does not apply to an agency decision simply because the agency may exercise some discretion in approving the project or undertaking. Instead [,] to trigger CEQA compliance the discretion must be of a certain kind; it must provide the agency with the ability and authority to mitigate... environmental damage to some degree.” (*Sierra Club v. County of Sonoma* (2017) 11 Cal.App.5th 11, 23, quoting *San Diego Navy Broadway Complex Coalition v. City of San Diego* (2010) 185 Cal.App.4th 924, 934.) As our state Supreme Court recently stated, a project only requires CEQA review if the:

relevant approval process...allows the government to shape the project in any way by requiring modifications which could respond to any of the concerns which might be identified by environmental review.

(*Protecting Our Water and Environmental Resources v. County of Stanislaus* (2020) 10 Cal.5th 479, 493 (“POWER”); see also *Friends of Westwood, Inc. v. City of Los Angeles* (1987) 191 Cal.App.3d 259, 270 [CEQA review would be wasteful and meaningless exercise if decision maker lacks relevant discretion under applicable

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law to deny or shape project through conditions to address environmental concerns revealed by the review].)

Where CEQA-triggering discretion exists, the scope of environmental review is limited to analyzing those environmental impacts that a local agency may actually address in its approval process. (*McCorkle, supra*, 31 Cal.App.5th at 89-90.) As the court in *McCorkle* noted:

the [CEQA] Guidelines recognize that the application of CEQA to a local ordinance is dependent upon the scope and interpretation of the local ordinance, rather than vice versa.

(*Id.* at 92.)

With regard to design review approvals like the instant one, where a city's design review ordinance prevents it from disapproving or conditioning approval of a project for "non-design related reasons," it lacks discretion to address non-design related effects through CEQA. (*Id.*; see also *Friends of Davis v. City of Davis* (2000) 83 Cal.App.4th 1004, 1010-15.) Relatedly, it is fundamental that CEQA does not confer independent power or authority on an agency to impose mitigation requirements or conditions on a project approval. Rather, when acting to mitigate or avoid a project's significant effects on the environment, an agency may only exercise those express or implied powers provided by law other than CEQA, subject to the express or implied constraints or limitations of the other law. (Pub. Res. Code, § 21004; see, e.g., *Tiburon Open Space Committee v. County of Marin* (2022) 78 Cal.App.5th 700 [scope of agency's discretion, and hence scope of required CEQA review, is limited by constraints and obligations of other law].)

II. The City's Discretion Here Is Limited To Considering The Project's Design Components.

As is apparent from review of the above-cited authorities, determining the existence and scope of an agency's discretionary authority with respect to approval of a particular project requires careful analysis of the statute or ordinance authorizing and providing controls over the agency's action. (*Sierra Club v. Napa County Bd. of Sup'rs* (2012) 205 Cal.App.4th 162; *Sierra Club v. County of Sonoma, supra*, 11 Cal.App.5th 11.) Here, the City's review and approval of a Major Design Review application is governed by Chapter 23.141 of the City's Municipal Code, which limits the City's review of such applications to design-related issues.¹ For projects requiring it, the purpose of the City's design review process is to review "additional site and design considerations beyond conformance with minimum standards of the zoning code." The intent of design review is "to promote orderly and harmonious

¹ As will be discussed more fully in a letter sent by Miller Starr Regalia to the City under separate cover, the City's ability to exercise discretion is also governed and further constrained by the vested rights granted to Dermody under the Development Agreement.

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growth within the City.” (RCMC, § 23.141.010.) The City Council “may approve or approve with conditions” an application for major design review upon making the following findings:

- A. 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.
- B. 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.
- C. 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.
- D. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

(RCMC, § 23.141.070.)

The City’s ability to require modifications to project plans, or to condition approval of a Major Design Review application, is expressly limited to addressing a project’s design features:

The council may require modifications to plans in whole or in part and may condition the major design review application ***to ensure specific design features, construction materials, and conformance with all applicable [design review provisions]***.

(RCMC, § 23.141.080, *emph. added.*)

Pursuant to the above provisions, the City’s Major Design Review approval provisions constrain the City’s discretion and authority, and preclude its ability to deny or condition the Design Review Project to address environmental effects that are not related to its design. The City therefore lacks discretion to consider or impose conditions addressing the Design Review Project’s potential non-design related impacts, such as, for example, those involving greenhouse gas emissions, transportation, biological resources, and/or air quality impacts. (See, *e.g.*, *San Diego Navy Broadway Complex Coalition v. City of San Diego*, *supra*, 185 Cal.App.4th 924 [city’s approval of construction plans for waterfront development was ministerial where approval required only determination whether plans were

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consistent with aesthetic criteria in urban design guidelines established in connection with redevelopment project reviewed and approved under earlier EIR; limited scope of city's discretion in reviewing plans for conformity to guidelines' aesthetic criteria did not give it ability to meaningfully respond to GHG and climate change impacts raised by project opponent]; *McCorkle, supra*, 31 Cal.App.5th at 94 [rejecting project opponent's argument "that because the City had discretion to conduct design review the entire project was discretionary and subject to CEQA"]; *Sierra Club v. County of Sonoma, supra*, 11 Cal.App.5th 11 [vineyard development permit was ministerial where applicable regulations conferred no meaningful discretion to mitigate environmental damage].)

III. To the Extent Limited CEQA Review Is Required Here, The Design Review Project Qualifies For A Guidelines Section 15183 Partial Exemption And Streamlined Review.

As noted above, to the extent that CEQA applies to the Design Review Project, it qualifies for a CEQA Guidelines Section 15183 partial exemption for projects that are consistent with the densities/intensities established by the existing zoning, community plan, or general plan. Because an EIR was prepared and certified by the lead agency in accordance with CEQA, which covered full development of the Project site with the type and intensity of uses authorized when it adopted the ZSPA, the City's additional CEQA review of the Design Review Project here must be narrowly limited to analysis of only the design review-related environmental effects of the Design Review Project (if any).

Moreover, any such CEQA review is further limited under Guidelines Section 15183 as follows:

- (1) to those environmental effects that the city determines are peculiar to the project and were not studied in the EIR for the zoning, community plan, or general plan;
- (2) to those environmental effects of the project that were not analyzed as significant effects in the EIR prepared for the general plan (or zoning action, or community plan);
- (3) to potentially significant off-site impacts and cumulative environmental impacts of the project which were not discussed in the prior EIR prepared for the general plan (or zoning action or community plan); or
- (4) to previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

Here, the Design Review Project involves a land use that the ZSPA permits by right at the proposed density and intensity (also fully consistent with the ZSPA) — and for

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which Dermody has vested rights under the Development Agreement to proceed — and all environmental impacts of such use, density and intensity were fully disclosed, analyzed and mitigated as required under CEQA in the certified ZSPA FEIR. Thus, in addition to the legal limitations on the application and scope of CEQA inherent in the Major Design Review process itself, the application of a Guidelines Section 15183 exemption is also entirely appropriate and is exactly the CEQA compliance pathway that the City has followed for similar recent projects in the ZSPA.²

With regard to any potential design-related environmental effects peculiar to the Design Review Project, we note that the applicant has already prepared a thoughtful noise study to confirm that it would not have any new significant and/or peculiar noise impacts not already analyzed in the ZSPA FEIR. The Project will also be required to – and will – comply with all applicable mitigation measures under the ZSPA MMRP, which further ensures that the Design Review Project will not result in any peculiar or more severe impacts than already discussed in the ZSPA FEIR. Among other things, the MMRP includes measures to mitigate any potentially significant biological impacts, air quality impacts, water quality impacts, and noise impacts.

Finally, we note that following the preparation and certification of an EIR, CEQA places strict limitations on conducting subsequent CEQA review of a project (the conditions for which are not met here), and prescribes no “expiration date” for an EIR (or for any relevant type CEQA document, for that matter). (See Pub. Res. Code, § 21166 and CEQA Guidelines § 15162 [setting forth the limited situations where subsequent or supplemental review may be required after an EIR has been prepared]; see also *Latinos Unidos v. City of Napa* (2013) 221 Cal.App.4th 192 [upholding city’s reliance on decades-old general plan EIR when approving a new housing element and determining no new EIR was required]; *Committee for Re-Evaluation of T-Line Loop v. San Francisco Municipal Transportation Agency* (2016) 6 Cal.App.5th 1237, 1254 [16-year old EIR held adequate CEQA compliance for light rail line project]; *Snarled Traffic Obstructs Progress v. City and County of San Francisco* (1999) 74 Cal.App.4th 793 [nearly decade-old negative declaration held adequate CEQA compliance for parking structure project].)

In sum, here it is entirely appropriate to apply the Guidelines Section 15183 partial exemption and streamlined CEQA review to the Design Review Project based on

² Within the ZSPA, the Project site has a land use designation of Business and Professional Office where the proposed warehousing, delivery, and distribution type use *is permitted by right*, not requiring approval of a conditional use permit. (ZSPA, § 512-204 (D).) The Design Review Project at issue here has also been carefully designed so as to ensure that the height and size of the proposed building, setbacks, and site improvements are consistent with the development standards set forth in the ZSPA. (See, e.g., Development Agreement, at § 2.1; ZSPA, § 512-204 (D); 2003 Zoning Ordinance at § 230, Table IV.)

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the extensive CEQA review already conducted in the certified ZSPA FEIR, which is now final, beyond legal challenge, and conclusively presumed to be adequate. To require any more extensive or repetitive review would violate fundamental principles of CEQA that seek to promote the finality of EIRs and avoid and prohibit meaningless, duplicative, wasteful, and/or unnecessary environmental review.

Your anticipated attention to the above information is greatly appreciated, and we hope it is helpful to you. Should you have any questions regarding the foregoing, please do not hesitate to contact the undersigned directly.

Very truly yours,

MILLER STARR REGALIA



Arthur F. Coon

AFC:tzk/klw

cc: Adam Lindgren, Esq., City Attorney, alindgren@cityoffranchocordova.org
Elizabeth Sparkman, Community Development Director,
esparkman@cityoffranchocordova.org
George Condon, Dermody Properties, gcondon@dermody.com
Lucy Crocker, Lucy & Company, Lucy@lucycompanypr.com
Michelle Smira, MMS Strategies, michelle@mmsstrategies.com
Nadia L. Costa, Esq., Miller Starr Regalia, Nadia.Costa@msrlegal.com
Travis A. Brooks, Esq., Miller Starr Regalia, Travis.Brooks@msrlegal.com



**MILLER STARR
REGALIA**

1331 N. California Blvd.
Suite 600
Walnut Creek, CA 94596

T 925 935 9400
F 925 933 4126
www.mslegal.com

Arthur F. Coon
Direct Dial: 925 941 3233
arthur.coon@msrlegal.com

November 29, 2022

VIA E-MAIL

Mayor Terry, Vice Mayor Budge, and
City Councilmembers
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Email:
CityClerk@cityofranchocordova.org

Re: Dermody Properties – City’s Legal Obligations Under the Development
Agreement Benefiting LogistiCenter at Rancho Cordova (Bear Hollow)
Major Design Review Project No. PLND-1021-0015

Dear Mayor Terry, Vice Mayor Budge, and Honorable Members of the City Council:

This firm represents Dermody Properties (“Dermody”) in its application to develop a modern, approximately 155,077 square foot logistics center and related improvements (“Project”), located northwest of the intersection of North Mather Boulevard and Bear Hollow Drive in the City (“Project Site”). As discussed in more detail below, the Project proposes a light industrial use that is permitted by right, which has a development density and intensity that complies with the applicable objective development standards and is consistent with the applicable subjective design guidelines.

The Project, as an important job-generating use, will help to implement the overall land use vision for this area of the City, which has been planned for nearly two decades. Despite the fact this light industrial land use has been approved and in place for almost twenty years, opponents have sought to undermine or dismantle it during the Project’s design review process. The City, however, is contractually prohibited from changing course at this point. This is because the Project, as proposed, is protected against such vagaries pursuant to the 2003 “Villages of Zinfandel Development Agreement” (“Development Agreement”), which vests important contractual and property rights for Dermody’s benefit that are enforceable in court.

As explained more fully herein, in exchange for a developer commitment to make significant investments in infrastructure and other improvements in the vicinity and on the Project Site to facilitate implementation of the Villages at Zinfandel Special

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Planning Area (“ZSPA”), the Development Agreement, inter alia, vests Dermody’s right to develop the Project Site in accordance with the rules and regulations that were in place in 2003.

It is true the Development Agreement allows the City to require that Dermody undertake subsequent discretionary approvals to implement the Project – here, this involves consideration and approval of a Major Design Review application. However, in conducting this review, the Development Agreement expressly prohibits the City from denying the Project and also from imposing any design condition or restriction – based on a strained interpretation of a subjective design guideline, non-existent CEQA mandates,¹ or otherwise – which would prevent or restrict development of permitted uses at the Project Site at the allowed density and intensity provided for in the ZSPA or that would otherwise be contrary to Dermody’s vested rights under the Development Agreement.

Dermody has worked diligently and in good faith with the City and the broader community for nearly a year, in an effort to address concerns raised. Dermody has voluntarily gone well above and beyond – at significant expense in terms of time and money – accommodating numerous requests to redesign Project elements and include additional off-site improvements.

It is now time for the City to adhere to its obligations under the Development Agreement and to approve the Project as proposed. To do otherwise would subject the City to litigation for violating Dermody’s vested rights, including City exposure to potential monetary damages and payment of attorneys’ fees and costs. Accordingly, we respectfully request the City Council to approve the Project as proposed at its December 5th hearing.

I. The City is Bound by Its Obligations in the Development Agreement, and Legal Recourse is Available to Dermody if the City Fails to Honor Those Obligations.

A. Legislatively Approved Development Agreements Establish Enforceable Vested Rights.

Comprehensively planned developments like those contemplated by the ZSPA often take decades to complete and require significant early and ongoing investment by developers to come to fruition. To provide certainty to developers that a local agency will not “change the rules” mid-course, thereby wasting such investment and

¹ Please see my letter dated October 3, 2022, which details the limited discretion, with the concomitant constraints on CEQA review, which are imposed on the City pursuant to applicable laws and regulations in connection with the Project’s design review process. As detailed therein, the City has no legal authority to request or mandate any additional mitigation measures on the Project in a purported attempt to address environmental concerns.

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preventing implementation of the planned vision, state law expressly authorizes local agencies to enter into development agreements that:

[a]llow a developer who needs additional discretionary approvals to complete a long-term development project as approved, regardless of any intervening changes in local regulations.

(*City of West Hollywood v. Beverly Towers, Inc.* (1991) 52 Cal.3d 1184, 1194; Gov. Code, § 65864(b).)

A project protected by a development agreement may be developed over a period of numerous years “in accordance with existing policies, rules and regulations, and subject to conditions of approval . . .” even if generally applicable rules and regulations change. (Gov. Code, § 65864(b).) In exchange for granting these vested rights, development agreements provide local agencies with the opportunity to help ensure long-term planning efforts can be implemented. Furthermore, development agreements enable local agencies to negotiate for significant benefits in the form of direct monetary contributions as well as the funding and construction of infrastructure and improvements for the benefit of the broader community, which the local agencies would otherwise not be permitted to mandate under the law.

In other words, a “legislatively approved development agreement gives both parties vested contractual rights.” (*Mammoth Lakes Land Acquisition, LLC v. Town of Mammoth* (2010) 191 Cal.App.4th 435, 443-444 [court held “a legislatively approved development agreement gives both parties contractual rights” and upheld \$30 million damages award in favor of developer against Town for anticipatory breach of contract]; *North Murrieta Community v. City of Murrieta* (2020) 50 Cal.App.5th 31, 43-44 [holding “[development] agreement is binding on both the City and the developer” (citing Gov. Code, § 65865.4), and observing: “The law says development agreements are contracts, enforceable like normal contracts.”]; *Center for Community Action & Environmental Justice v. City of Moreno Valley* (2018) 26 Cal.App.5th 689, 696-697 [“A development agreement ‘is an enforceable contract between the municipality and the developer.’”]; *Oakland Bulk & Oversize Terminal, LLC v. City of Oakland* (9th Cir. 2020) 960 F.3d 623 [holding development agreement entered into between city and commercial marine terminal developer pursuant to California law is enforceable under contract principles with no deference to city’s administrative hearing findings or interpretations of agreement’s provisions or what they require].)

A local agency that violates a development agreement is liable for breach of contract and, if it fails to appropriately process and approve applications for a protected project, can be held be liable for significant damages under specified circumstances. For example, in *Mammoth Lakes Land Acquisition, LLC v. Town of Mammoth Lakes*, the Court of Appeal upheld a \$30 million damages award against the Town of Mammoth for its failure to process in good faith a development application in contravention of its obligations under a development agreement. Like

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the instant Development Agreement, the agreement in *Mammoth Lakes* required the Town to process, consider and take actions on subsequent discretionary project approvals “reasonably, in good faith, and in a timely manner.” (*Id.*, at 446.) However, several years after execution of that development agreement, the Town changed its priorities and refused to cooperate in timely advancing necessary project approvals. This failure to cooperate with the developer amounted to an actionable repudiation and anticipatory breach of the agreement resulting in the significant award of monetary damages to the developer. (*Id.*, at 462-70.)

B. Dermody Has Enforceable Vested Rights to Develop the Project as Proposed Under the Development Agreement.

As evinced by the foregoing authorities, legislatively approved development agreements entered into pursuant to California’s statutory Development Agreement Law create solemn, legally binding vested rights and contractual obligations on the part of the parties thereto, which rights and obligations courts take quite seriously and do not hesitate to enforce in the event of breach or repudiation by a party.

Similar to the project in *Mammoth Lakes*, the Project here benefits from the protections of a legislatively approved development agreement that requires the City to timely process an entitlement application and to comply with its contractual terms. On May 28, 2003, the original property owner and developer of the Villages of Zinfandel project entered into the Development Agreement with the County of Sacramento, which established contractual vested rights and obligations for the signatories and their respective successors in interest.

The Development Agreement relates to the entire approximately 671.39-acre ZSPA and has a term of twenty (20) years from its effective date of June 28, 2003.² Its purpose is to facilitate the phased development of the comprehensively planned ZSPA, including a complementary mix of residential, light industrial, business professional (including industrial office parks), and commercial uses. Consistent with the broad legislative purpose, the Development Agreement seeks to provide certainty to, and to reduce the economic risks incurred by, the developer(s) within the ZSPA, and to provide contractual rights for the benefit of the County (now City) to help implement the ZSPA’s planned uses and establish the planned infrastructure and improvements necessary to support this land use vision, which was anticipated to take several decades. (See DA, Recitals A, C.)

² The City formally incorporated on July 1, 2003. However, the time limits set forth in Government Code section 65865.3 on the effectiveness of development agreements (8 to 15 years) from the date of incorporation of affected land into a new city do not apply because the election on incorporation of the City in November 2002 occurred before the parties entered into the Development Agreement in June 2003. (See Gov. Code, § 65865.3 (c)(2).)

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Among other things, the Development Agreement vests Dermody's rights to develop the Project Site pursuant to the "Existing Land Use Regulations" in effect as of the effective date of the Development Agreement,³ which are primarily set out in the ZSPA document that provides a comprehensive development vision for the approximately 671.39 acres within the ZSPA boundaries, which includes the Project Site.

Specifically, the Development Agreement vests Dermody's right to develop the Project Site with those uses allowed under the ZSPA, as well as its right to develop those permitted uses at the "density and intensity" of development contemplated therein:

The permitted uses of the Property, the density and intensity of use, maximum height and size of proposed buildings, timing or phasing of development, zoning, provisions for reservation or dedication of land for public purposes, and the location and size of major transportation, sewer, drainage and water facilities and improvements shall be those set forth in the [ZSPA], [Mitigation, Monitoring, and Reporting Program set forth in the EIR for the ZSPA], and the [Villages of Zinfandel Public Facilities Financing Plan]

(DA, § 2.1.)

The Development Agreement further provides that:

[b]y entering into this Agreement, [the City] hereby grants to Developer (and successors in interest) a vested right to proceed with the development of the Property in accordance with the terms and conditions of [the] Agreement. Developer's vested right to proceed with the project shall be subject to any subsequent discretionary approvals required in order to complete the project, ***provided that any subsequent approvals shall not prevent, or impose further conditions, requirements or restrictions on development of the land for uses and to the density or intensity of development or rate of timing of development set forth in [the] Agreement and the [ZSPA],*** and provided Developer is not in default under this Agreement.

(DA, § 4.1, *emph. added.*)

³ Such "Existing Land Use Regulations" include the "ordinances, resolutions, codes, rules, regulations, official policies, the General Plan, the Cordova Community and the [ZSPA] governing the permitted uses of land, rate of development, density, design, improvements and construction standards and specifications adopted by the [County] and in effect on the effective date." (DA, § 1.2(m).)

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While the Development Agreement recognizes that subsequent discretionary approvals may be required to implement the Project, the City must exercise its discretion in accordance with Dermody's vested rights and thus such discretionary approvals "shall not prevent, or impose further conditions, requirements or restrictions on, development of the land for the uses and to the density or intensity of development set forth in the [Development] Agreement and the [ZSPA]." (*Id.*, § 2.2.)

The Development Agreement also requires the City to cooperate with Dermody in securing "all permits, licenses, approvals, or other entitlements necessary to develop the Project Site which the [City] may require." (DA, §§ 4.2, 4.3.) Further, the City must process applications for any subsequent approvals on a "timely basis" and shall "take action upon all complete applications" for subsequent approvals in accordance with the Development Agreement. This includes an obligation to act upon such applications in a "timely and reasonable manner." (DA, §§ 4.4-4.5.)

The City is bound by the above enforceable obligations as it processes and considers Dermody's design review application. In addition, the City is bound by the covenant of good faith and fair dealing, which is implied by California in all such contracts and also is expressly set forth in the Development Agreement. (*Id.* at § 8.5 ["Neither party shall do anything which shall have the effect of harming or injuring the right of the other party to receive the benefits of this Agreement; each party shall refrain from doing anything which would render its performance under this Agreement impossible; and each party shall do everything which this Agreement contemplates that such party shall do to accomplish the objectives and purposes of this Agreement."].)

The Development Agreement contemplates a broad, cumulative, and non-exhaustive list of remedies for its breach, including the institution of legal action to remedy any default and enforce any covenant or agreement in it. Notably, it does not expressly or impliedly prohibit a monetary damages remedy for uncured defaults and breaches, and, in fact, expressly provides that the exercise of one or more of its expressly enumerated remedies does not waive or preclude "any other available remedy." (DA, § 6.4.) Further, the prevailing party in any action brought to enforce rights and remedies under the Development Agreement will be entitled to its reasonable attorneys' fees, expert fees, and costs and expenses of litigation in any judgment. (DA, § 8.13.)

C. In Exchange for Securing Its Vested Rights, Developer Has Been Required to Incur and Continues to Incur Significant Costs.

In exchange for the County's (now the City's) agreement to adhere to the obligations referenced above and detailed more fully in the Development Agreement in favor of Dermody, the Development Agreement imposes obligations with respect to significant developer investments. For example, the Development Agreement recognizes that it:

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requires major investment by Developer in public facilities, substantial pre-development investment in onsite and offsite improvements, and substantial commitment of the resources of Developer to achieve the public purposes and benefits of the Project for the [City].

(DA, Recital M.)

These required investments in public improvements, facilities, and services are set forth in the Villages of Zinfandel Public Facilities and Financing Plan ("PFFP"), with which Dermody is mandated to comply, and which will benefit the entire ZSPA. Among other requirements, Dermody is also mandated to adhere to all applicable conditions of approval set forth in the ZSPA, PFFP, and the applicable mitigation measures adopted in the corresponding EIR. (See DA, §§ 3.1-3.3.)

The foregoing developer obligations reflect the benefit of the bargain contemplated by the Development Agreement that the City and the broader community receive with the Project; i.e., to help ensure the cohesive and comprehensive buildout of the ZSPA with the long-planned land use vision that reflects a mix of uses as well as thoughtful coordination of infrastructure and improvements.

Dermody has complied and will continue to comply with all of its obligations under the Development Agreement as it develops the Project to ensure the City receives the benefit of this contemplated investment.

In addition to adhering to its obligations with respect to future investment, Dermody has already expended significant monies in reliance on the City abiding by its contractual obligations including, without limitation, monies spent acquiring the Project Site (with the concomitant carrying costs) and more than \$800,000 on architectural, engineering and other technical consultant services to design the Project in compliance with applicable objective development standards and subjective design guidelines and then to redesign Project elements in an effort to accommodate additional requests made by the City and members of the public. Furthermore, Dermody has volunteered to fund and install several off-site improvements for the benefit of the broader community in its ongoing effort to work cooperatively with the City and neighbors.⁴

Dermody desires to continue to work collaboratively with the City and the community to proceed with the Project at this point. However, if forced to do so because of the City's improper delay or denial of the Project as proposed or the City's imposition of design conditions or restrictions that conflict with Dermody's vested rights, Dermody would have no choice but to pursue all available legal avenues, including, if

⁴ It goes without saying that no such voluntary off-site improvements would continue to be offered and implemented if Dermody is required to enforce its vested rights in court.

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successful, the right to recover monetary damages as well as its attorneys' fees, costs, and expenses. (DA, §§ 6.4, 8.13.)

II. The Project Proposes a Use Permitted by Right under the ZSPA at the Allowed Density and Intensity Pursuant to the Objective Development Standards and is Consistent with the Subjective Design Guidelines.

The Project proposes a use that is permitted by right at the Project Site, and reflects a density and intensity that complies with the applicable provisions of the ZSPA as reflected in its objective development standards. The Project also is consistent with the applicable subjective design guidelines. Accordingly, the City has no legal authority to deny the Project as proposed.

The Project Site has a General Plan land use designation of Office Mixed Use, is within the jurisdictional boundaries of the ZSPA, and is zoned Business and Professional Office Zinfandel Special Planning Area ("BP ZSPA"). The ZSPA sets out the applicable land use controls and objective development standards for the Project Site and other areas within the ZSPA boundaries, as well as sets forth subjective design guidelines that may be considered.

A. The Project Proposes a Use that is Permitted By Right.

Within the Project Site's BP ZSPA designation, permitted uses are the same as those in the 2003 CZO's Business and Professional Office (BP), and Industrial – Office Park (MP) zones.⁵ (ZSPA, § 512-204 (D).) Within the referenced MP zone, the 2003 CZO permits by right a wide range of "research, service, and light industrial uses in an area containing visual and operational amenities." (2003 CZO, § 230-040.) With relevance to the Project, the 2003 CZO expressly permits Wholesaling and Warehousing, Delivery Service, Messenger Service, and Warehousing and Storage Uses. (2003 CZO, § 230, Table IV; § 225, Table II.) Although the 2003 CZO does not expressly define these permitted uses, they have common and well-understood meanings and clearly align with the logistics center use proposed by the Project.

The Project's proposed use is exactly the type of warehouse and/or delivery use that the ZSPA contemplates at the Project Site and is indisputably permitted by right. Thus, regardless of whether nearby neighbors or other members of the public disagree with the land use vision set forth in the ZSPA, this type of job-generating use has long been planned for this area and the City is prohibited under the Development Agreement from denying the proposed light industrial uses.

⁵ "Permitted uses within the BP Areas as shown in Section 512-215 are those permitted in the Business and Professional Office (BP), as listed in Zoning Code Section 225, and Industrial-Office Park (MP) Zone, as listed in Zoning Code Section 230. Public and institutional uses described above in Section 512-204 (B) (2) shall be permitted within the BP Area." (ZSPA, § 512-204 (D).)

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B. The Project Complies with the Applicable Objective Development Standards.

Development proposals within the ZSPA must comply with the applicable objective development standards. The ZSPA's development standards "supersede the standards of the Zoning Code." However, "[i]f the [ZSPA] . . . Development Standards do not provide direction regarding specific standards, the Provisions of Title I, II, III, and IV of the [2003 CZO] shall apply as appropriate." (ZSPA, at §§ 512-205.)

The ZSPA sets out the following objective development standards for the relevant BP ZSPA zone:

- Setbacks: Front, min. 25 feet with 10 feet of landscaped area; Interior Side, min. 20 feet; Street Side, min. 25 feet; Rear, min. 25 feet.
- Height: 24-40 feet (Note: relevant 2003 County zoning standards incorporated by reference in the ZSPA provide that in the BP ZSPA zone, the maximum height "shall be . . . 40 feet" on property which is not "contiguous to parcels zoned for [agricultural, agricultural-residential or residential purposes]." This contrasts with the 24-foot maximum height (which may be increased in certain circumstances through approval of a conditional use permit) that applies to property located within 100 feet or contiguous to parcels zoned for agricultural and/or residential uses. (2003 CZO, § 325-04 (b).)
- Lot Area: Min. 10,000 square feet.
- Parking: Min. 1 parking space for every 2,000 square feet of gross floor area for warehouse uses.
- Walls and Fencing: Min. 6-foot masonry wall required for areas adjacent to residential areas; Min. 2.5-foot masonry wall required for areas adjacent to street ROW.

(ZSPA, §§ 512-214.)

Particularly with respect to height, in the BP ZSPA zone, the maximum height for buildings on properties that are not contiguous to agricultural or residential zoned parcels – such as the Project Site – is 40 feet. (2003 CZO, § 325-04 (b).)⁶

⁶ Here, the Project Site is contiguous with: BP zoned parcels to the north, northwest, and northeast; a road and open space parcel to the east; and an airport use to the south.

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The Project fully conforms to and complies with each of the above objective development standards. In fact, the Project has been designed (and redesigned) not only to be compliant with but to exceed applicable minimum setback, landscape, screening and buffer standards in an effort to accommodate neighbor concerns, as follows:

- Minimum front setbacks of 110 feet, with at least 42 feet of landscaped area (well exceeds ZSPA minimum standards of 25 feet and 10 feet, respectively).
- Minimum interior side setbacks of 72 feet, 6 inches (well exceeds ZSPA minimum standard of 10 feet).
- Minimum street side setbacks of 35 feet (well exceeds ZSPA minimum standard of 25 feet) and includes a 25-foot pedestrian/landscape easement.
- Minimum rear setbacks of 138 feet (well exceeds ZSPA minimum standard of 25 feet).
- Lot area is approximately 469,364 square foot lot (well exceeds ZSPA minimum standard of 10,000 square feet).
- Includes a total of 93 parking spaces (well exceeds ZSPA minimum of 78 spaces).
- Includes a 12-foot-high concrete wall in those areas adjacent to Bear Hollow Drive and Mather Boulevard (well exceeds ZSPA minimum standard of a 2.5-foot masonry wall).

Particularly with respect to height, we understand that some opponents are pressing the City to substantially reduce the height of the Project. Based on numerous statements reflected in the administrative record to date, these comments appear to be a thinly concealed attempt to pressure the City into denying the Project outright or through the imposition of improper development constraints that effectively prevent the Project from proceeding. However, even if these efforts are cloaked within the purported objective of trying to reduce the overall building mass, they remain impermissible since the City has no discretion in this regard because the Project complies with all objective development intensity standards, including the maximum height limit. At a maximum height of 39 feet, the Project fully complies with and is less than the 40-foot height maximum applicable to the Project Site.

Accordingly, the City has no legal authority to deny the Project as proposed or to condition approval on Dermody's agreement to reduce the building height. Just as the City does not have the discretionary authority as part of the design review process to impose more stringent requirements with respect to, for example, objective parking, lot area, or setback standards, it has no discretion here to change

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the height of the Project so long as it complies with the relevant objective development intensity standard.

In summary, the Project does not exceed the maximum height of 40 feet and proposes development at the density and intensity provided for in the ZSPA in accordance with its vested rights under the Development Agreement, and the City's limited discretion under design review does not extend to changing objective development standards, such as height.

Accordingly, the Project proposes a development configuration, density, and intensity that complies fully with the applicable objective development standards set out in the ZSPA. The City has no legal authority to change the rules now and impose other development standards to appease neighbors and other opponents. To do so would be unfair, illegal, and expose the City to substantial liability.

1. **The Project Is Consistent with All Applicable Subjective ZSPA Design Guidelines.**

The ZSPA's Design Guidelines provide that they "shall be used to evaluate consistency of proposed projects to the objectives stated in the intent section of the SPA ordinance." These are "intended to provide design guidance" for developers and City staff in the "planning, review and approval of individual development projects within the ZSPA." (ZSPA Design Guidelines, at p. 1.)

It is with these subjective design guidelines where the City has the opportunity to exercise its limited discretion. Nevertheless, this limited discretion may only be exercised in a manner that is in accordance with its broader obligations in the Development Agreement and Dermody's vested rights thereunder. In other words, the City cannot apply or otherwise interpret any of its subjective design guidelines in a manner that would "prevent, or impose further conditions, requirements or restrictions on, development of the land for the uses and to the density or intensity of development set forth in the [Development] Agreement and the [ZSPA]." (DA, § 2.2.)

For illustrative purposes, we note for the administrative record that the Project is entirely consistent with the numerous flexible design guidelines for building orientation for non-residential uses. Examples include the following:

- To the maximum extent feasible, entries to office and public space, whether in the Village Core or the outlying business parks, should orient to streets, parks, plazas, and pedestrian corridors/pathways. Secondary entrances may orient to parking lots or garages.
- Where location of a parking area or lot directly adjacent to a public street cannot be avoided, cars will be screened from view by berms, walls, hedges, density of plant materials, or a combination of these.

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- Buildings should be sited such that they complement adjacent buildings and landscape. New structures should not clash with existing structures and sites.
- Building orientation and architecture should protect the privacy of adjacent developments. Landscape buffers and walls are required between residential and non-residential uses where backyards and parking or loading areas abut. Pedestrian access through parking lots should be provided. If the development abuts a residential neighborhood street access should be provided to/from the street.

(ZSPA Design Guidelines, at pp. 16-17.)

The record is also clear that the Project is consistent with design guidelines that encourage the following considerations regarding building form and massing:

- The bulk of building massing generally should be minimized especially where residential character predominates.
- Buildings should maintain a scale compatible with residential neighborhoods. Building masses should be mitigated by elements such as canopies or trellises designed to focus attention to smaller-scaled elements of the building. Indentations, or other means of articulation, should be used to avoid a monolithic effect.
- Building form should avoid proportionally long, flat surfaces.
- Building elevations must be attractively designed on all four sides. Walls at interior property lines or project phase lines must be given specific design attention, with color, physical relief, and/or landscaping. Backs and sides of buildings visible from public streets should incorporate window and door openings.
- Roofing materials should be architectural composition, shingle, clay tile, concrete tile, slate, or metal standing seam.
- Variation in the shape, color and texture of roof structures should be used to create diversity and interest. Use of composition shingles shall be limited to architectural, thick dimension, or random-cut types that provide relief and texture. Flat, monotonous surfaces shall be avoided.
- Non-residential uses adjacent to residential uses should consider the use of pitched roof elements.

(*Id.*, at pp. 23-25.)

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As noted above, we acknowledge the City has some limited amount of discretion in its design review process to take into appropriate consideration the above guidelines and to work with Dermody to make feasible design modifications to the Project. This has occurred here in spades, with extensive design modifications being voluntarily made in an effort to be responsive to City and public input. For example, and as more fully detailed in our September 16, 2022, letter, Dermody has made substantial design changes – at great cost in terms of money and time – to accommodate City and community input. These changes involve, among others, the following:

- Adding a twelve-foot-tall tilt up concrete wall along the section of Bear Hollow that borders the truck court for purposes of noise and view screening.
- Adding a “pop out” feature on the building to further shield the truck court.
- Adding articulation on the north and east elevations of the building, stepped the parapet tops, revised the west end of the north elevation to add more articulation including an additional recessed panel, and adding horizontal canopies to add more horizontal projection.
- Revising the proposed tree species and increased sizes of tree plantings.
- Changing the driveway orientation for right-turn in and out by trucks and addition of medians to Mather Boulevard and Bear Hollow Drive to direct arriving automobile drivers to the driveway on Mather Boulevard rather than Bear Hollow Drive.
- Adding vertical window elements.
- Reducing lighting in parking areas to ensure that photometrics read below four footcandles.

The City, however, has no legal authority to interpret subjective design guidelines in a manner that conflicts with Dermody's vested rights through the imposition of design conditions or restrictions that would limit or prohibit development of permitted uses that comply with the density and intensity of development contemplated in the ZSPA.

One such condition or restriction would be a requirement to reduce the maximum height of the Project to below the 40-foot height limit or to otherwise impose massing restrictions. As Dermody has communicated to the City on multiple occasions and as set forth in the administrative record, based on the nature of their operations, modern logistics and distribution tenants demand building heights in the range of those proposed by the Project and cannot feasibly operate in shorter

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buildings.⁷ Accordingly, any conditions that would change the height, FAR, massing, or site orientation beyond what is currently being proposed would render the building and site plan functionally obsolete and infeasible for the permitted and planned use. This would be an effective denial of the Project, thus violating the City's obligations in the Development Agreement.

III. Conclusion.

Based on the foregoing, Dermody has the vested right to proceed with the Project as proposed, and in doing so will be developing a high-quality, thoughtfully designed, job-generating use, thereby helping to bring the long-planned ZSPA land use vision to fruition. For these reasons, and because the City Council is contractually obligated to timely consider and approve the Project as proposed, we respectfully request that the City Council do so at its December 5th hearing.

Very truly yours,

MILLER STARR REGALIA



Arthur F. Coon

AFC:tzb/klw

cc: Cyrus Abhar, City Manager (cabhar@cityoffranchocordova.org)
Micah Runner, Deputy City Manager (mrunner@cityoffranchocordova.org)
Elizabeth Sparkman, Community Development Director,
(esparkman@cityoffranchocordova.org)
Adam Lindgren, City Attorney (alindgren@cityoffranchocordova.org)
George Condon, Dermody Properties (gcondon@dermody.com)
Lucy Crocker, Lucy & Company (Lucy@lucycompanypr.com)
Michelle Smira, MMS Strategies (michelle@mmsstrategies.com)
Nadia L. Costa, Esq., Miller Starr Regalia (Nadia.Costa@msrlegal.com)
Travis A. Brooks, Esq., Miller Starr Regalia (Travis.Brooks@msrlegal.com)

⁷ For example, the Commercial Real Estate Development Association notes that to support modern logistics uses, buildings of 150,000 square feet and greater should provide 36-foot interior clearance, which requires an exterior height of approximately 40 feet. (See Rules of Thumb for Distribution/Warehouse Facilities Design, Commercial Real Estate Development Association, at 33.)



**MILLER STARR
REGALIA**

1331 N. California Blvd.
Suite 600
Walnut Creek, CA 94596

T 925 935 9400
F 925 933 4126
www.mslegal.com

Arthur F. Coon
Direct Dial: 925 941 3233
arthur.coon@msrlegal.com

December 14, 2022

VIA E-MAIL

Mayor Terry, Vice Mayor Budge, and City
Councilmembers
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Email: CityClerk@cityofranchocordova.org

Re: Dermody Properties – LogistiCenter at Rancho Cordova (Bear Hollow)
Major Design Review Project No. PLND-1021-0015

Dear Mayor Terry, Vice Mayor Budge, and Honorable Members of the City Council:

Miller Starr Regalia represents Dermody Properties in its application for design review approval of the LogistiCenter Project on Bear Hollow Drive (“Project”) in the City, an application that has been pending before the City for more than one year. At our most recent December 5 hearing, Council Members and the City Attorney made several comments we found both confusing and concerning, which appeared to indicate a refusal to respect the City’s legal obligations under the Development Agreement. This is because these obligations, which, along with the legal limitations on the City’s approval authority in the design review process, strictly circumscribe the City’s discretion to deny or impose further conditions or restrictions on the Project. The basis for this position is explained in great detail in my letters to this Council dated October 3, 2022 and November 29, 2022, and raises significant questions as to whether the City intends to act in good faith and honor its obligations in this regard.

Please be advised that we intend to submit in advance of the January 17 Council hearing a subsequent letter that details the legal and factual issues at hand from our perspective. That said, we believe it would be beneficial for a positive resolution to highlight now just a few examples of statements made at the Council hearing that gave us great pause. For instance, it appeared the Council may believe it has the legal right to require further CEQA review of the Project to address alleged air quality and traffic impacts (including based on alleged new PM 2.5 emissions, which have been a well-known environmental issue since the 1990’s), and that it may seek to apply a supposed but nonexistent 1,000-foot statewide warehouse setback standard. We are hopeful the City Attorney will clarify for the Council before the January 17 hearing that it has no such legal authority under CEQA. To further clarify

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this point, we respectfully direct the Council to review our prior correspondence on this matter and we intend to submit further evidence to be included in the Project's administrative record in this regard.

In addition, the Council requested that Dermody Properties return on January 17 with new visual simulations and significant "design" changes¹ that would effectively kill the Project through a demand for modifications that are not allowed to be imposed under the express terms of the Development Agreement, and at the same time, rendering it infeasible. Whether it is by intention or fiat, this would violate the City's obligations thereunder.

We understand the Council's desire to be responsive to its constituents and thus perhaps the Council believes it can fashion an acceptable "compromise" as indicated at its December 5 hearing. Unfortunately, however, attempting to impose unlawful conditions and/or improper additional environmental review will only result in litigation against the City for its failure to adhere to its obligations under the Development Agreement. In so doing, the City would have substantial exposure for monetary damages as well as payment of attorneys' fees and costs.

The Development Agreement substantially limits the City's approval authority in the design review process, strictly limiting its discretion to deny or impose further conditions or restrictions on the Project. The Project already fully complies with all applicable use, density, intensity and design standards of the VOZSPA and 2003 County Code.

The Development Agreement now requires the Council to approve the Project without further delay. Dermody Properties has worked for more than a year incorporating extensive design modifications responsive to community and City comments, and further has conditionally committed to spend a significant sum of money on off-site improvements that are extremely beneficial to the City, but which are unrelated and have no nexus to any actual Project impacts.² Dermody

¹Among other things, the Council requested that Dermody Properties: incorporate significant reductions in building height – an objective intensity standard protected by the DA – that would make the Project unmarketable to tenants; plant decades old / fully grown trees at the site; make aesthetic changes to "all four sides" of the Project's elevations, yet at the same time somehow add screening to make the Project fully "invisible" to all surrounding uses; and re-configure the Project to somehow match someone's never codified or contractually expressed subjective conception of what a "warehouse" looked like twenty years ago, thereby entirely disregarding the clear and objective density and intensity standards of the VOZSPA and Code.

² The Development Agreement does not require Dermody Properties to make these off-site improvements, the City has no legal authority to require them. Accordingly, our client reserves all its rights not to move forward with any of these voluntary off-site improvements if the City fails to meet its contractual obligations by approving the Project at the next January 17, 2023 Council hearing.

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Properties has voluntarily offered such public amenities in good faith, based on the assumption that the City would comply with its obligations under the Development Agreement.

Because we are only months away from the end of the Development Agreement's term, the Project's design review application has been pending for well over a year, and the Council's conduct is raising serious concerns about whether it is proceeding (and will proceed) in good faith with respect to its obligation to timely process and act on the Project, it is imperative that the matter promptly be brought to closure. By the date of the January 17 continued hearing, the Council will most certainly have all the information relevant to making whatever decision it ultimately chooses to make. ***We therefore respectfully request that City staff prepare alternate resolutions, to be considered by the Council on January 17, 2023, approving, and denying the Project as currently proposed, and that the Council make a decision — one way or another — at this hearing.***

Thank you for your prompt attention to those important issues.

Very truly yours,

MILLER STARR REGALIA



Arthur F. Coon

AFC:tz/b/klw

cc: Cyrus Abhar, City Manager (cabhar@cityoffranchocordova.org)
Micah Runner, Deputy City Manager (mrunner@cityoffranchocordova.org)
Elizabeth Sparkman, Community Development Director,
(esparkman@cityoffranchocordova.org)
Adam Lindgren, City Attorney (alindgren@cityoffranchocordova.org)
George Condon, Dermody Properties (gcondon@dermody.com)
Lucy Crocker, Lucy & Company (Lucy@lucycompanypr.com)
Michelle Smira, MMS Strategies (michelle@mmsstrategies.com)
Nadia L. Costa, Esq., Miller Starr Regalia (Nadia.Costa@msrlegal.com)
Travis A. Brooks, Esq., Miller Starr Regalia (Travis.Brooks@msrlegal.com)



**MILLER STARR
REGALIA**

1331 N. California Blvd.
Suite 600
Walnut Creek, CA 94596

T 925 935 9400
F 925 933 4126
www.mslegal.com

Arthur F. Coon
Direct Dial: 925 941 3233
arthur.coon@msrlegal.com

January 10, 2023

VIA EMAIL

Mayor Budge, Vice Mayor Sander, and City
Councilmembers
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Email: CityClerk@cityofranchocordova.org

Re: Dermody Properties - LogistiCenter at Rancho Cordova (Bear Hollow)
Major Design Review Project No. PLND-1021-0015

Dear Mayor Budge, Vice Mayor Sander, and Honorable Members of the City
Council:

As you know, this firm represents Dermody Properties ("Dermody") in its design review application for the LogistiCenter Project on Bear Hollow Drive ("Project") in the City. As we expressed in my December 14, 2022 letter, we are concerned with the City's ongoing misinterpretation of its legal obligations under the Development Agreement. As has repeatedly been made clear in our past correspondence to the City on this topic, these obligations strictly limit your ability to deny or impose further conditions on the Project during the design review process. The City has reviewed the Project application for more than a year, during which time Dermody has made several costly and thoughtful refinements to respond to City and community input. Dermody did so in good faith and with the reasonable expectation that the City would honor its obligations under the Development Agreement.

As described in our prior letters to the City sent on October 3, November 29, and December 14, 2022, and also as reflected in my comments to the Council at the December 5, 2022 hearing, the Project's design, configuration, proposed use, density, and intensity all comply with the applicable objective standards set out in the VOZSPA and 2003 County Code. The Development Agreement now mandates that the Council approve the Project with no further conditions, restrictions, or requirements. Unfortunately, based on its recent comments and actions made during the December 5, 2022 hearing, the Council appears to be poised to violate the Development Agreement by making new unreasonable and unwarranted requests for design changes that would contravene Dermody's vested rights under it and, if ever implemented, also would result in an inferior, outdated, and likely failed project. At this point, with the expiration of the Development Agreement just a few

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months away, it is imperative that the Council make a decision on the Project at the close of its January 17, 2023, hearing. We remain hopeful that the Council will adhere to its obligation under the Development Agreement to approve the Project as proposed and avoid the prospect of litigation with the risk of incurring significant monetary damages and attorneys' fees as expressly provided for thereunder.

In the interest of further augmenting the administrative record, we provide additional comments to the Council below.

I. The City Cannot Impose Further Conditions or Restrictions on the Project without Violating the Development Agreement.

As detailed in our November 29, 2022 letter, the Project proposes a permitted use that complies with all objective development standards included in the VOZSPA.¹ The Project proposes a use at the density and intensity of development set forth in the Development Agreement and the City cannot impose any further conditions, requirements, or restrictions on its development. (DA, § 4.1; see my November 29, 2022, letter at pages 4-6.) Unfortunately, the Council has apparently ignored our prior communications on this point.

Regarding building height, the Council has demanded that the Project be redesigned at a height significantly below the VOZSPA's only applicable objective intensity standard – a 40-foot height limit on property that is not contiguous to agricultural or residentially zoned property. This appears to be a misguided attempt by the Council to mollify neighbor concerns but lacks any support under either the Development Agreement or any Existing Land Use Regulations it incorporates. As we already discussed in detail, such a reduction in height is not permitted under the law; just as the City would be prohibited from changing other objective development standards to impose more onerous requirements (e.g., the City could not demand that more parking spaces be installed than required under the applicable development standard), the City is prohibited from changing the objective development intensity standard as it relates to height. Moreover, such a height restriction would effectively render the Project infeasible since the building could not physically accommodate the type of use that Class A tenants require; this de facto denial of the proposed use also conflicts with Dermody's vested rights. Both of the foregoing serve as separate, independent legal reasons that the Council is prohibited from imposing a more stringent height limitation on the Project.

Furthermore, doing so would have a tremendously damaging practical impact on the community. As Dermody has already explained at length, a shorter building cannot physically accommodate a high-quality light industrial tenant's use because the additional height is necessary to conduct its operations. Therefore, even assuming that Dermody acquiesced – which, to be clear, Dermody will not do – the end result

¹ As detailed in the November 29, 2022 letter, the Project complies with all applicable objective setback, height, lot area, parking, and fencing standards. (VOZSPA, § 512-214.)

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January 10, 2023
Page 3

would be an inferior, functionally obsolete building that could not be leased in an economically viable manner. Realistically, this would then mean that this building would likely sit vacant for all or much of the time (or be periodically leased to lower quality tenants, at best). The end result: rather than a high-quality, aesthetically pleasing, substantially landscaped, well-maintained modern structure that could accommodate a Class A industrial tenant use that is consistent with the VOZPA's long-held vision for the site, the City would be forcing the landowner to build an economically inviable project, which would inevitably turn to blight. Such a shortsighted approach to land use would only disserve the community, both in the short- and long-term.

As to the Council's many other new or contemplated requests, these are entirely arbitrary and capricious, relating to no identifiable standards in the VOZPA, Development Agreement, or elsewhere. For example, at the December 5th hearing the Council requested or "suggested" that Dermody make the following major changes to the Project, among others:

- Plant decades-old and fully grown trees at the Project site, giving the appearance that a "forest" surrounds the Project building.
- Make aesthetic changes to "all four sides" of the Project building. Some of these included a request to add several large faux windows to the side of an industrial building to give it an "office like" or "retail like" appearance.
- Somehow add screening to make the Project fully invisible to all surrounding uses.
- Reconfigure the Project to somehow match an ambiguous, undefined, uncoded, and subjective understanding of what a generic "warehouse" looked like when the Development Agreement was executed in 2003.

Each of the above items departs from the Development Agreement's concrete, express and objective terms and vested rights, and deviates into the realm of the Council's unrealistic, shifting, and subjective preferences that are impermissible and unenforceable under the Development Agreement and applicable law. Despite this, and although it is not required to do so, Dermody has acted in good faith to address the City's numerous prior design requests to the extent reasonable, with many of these efforts detailed in our November 29, 2022 letter to the Council. After the December 5th hearing, Dermody further updated the exterior paint colors (including a "Tuscan" color theme, based on Council direction) and added 64 more mature trees (28 in 36" boxes and 36 in 48" boxes, with 18 total new trees for a total of 205) to further screen the Project building from public vantage points.² The Development

² Dermody also previously voluntarily agreed to invest a significant sum of money on off-site improvements that have no nexus to anticipated Project impacts, and thus are not contractually or otherwise required. However, Dermody continues to reserve all its rights not to move forward with any of these voluntary off-site improvements if the City fails to meet its

Mayor Budge, Vice Mayor Sander, and City Councilmembers
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Agreement does not require Dermody to make any further design changes; any continued demands that Dermody do so or that it reduce the Project's already fully-compliant intensity or density violate the Development Agreement in multiple ways.

II. The Project is Not Required to Match Someone's Uncodified and Subjective Idea of What a Generic Warehouse Looked Like in 2003.

Regarding the final bullet point above, on December 5, the City Attorney made a troubling statement that Dermody's vested rights under the plain language of the Development Agreement are somehow limited by a supposed (albeit sub silentio and unwritten) requirement that Dermody construct a warehouse that matches a never codified or contractually expressed idea of what a generic warehouse looked like in 2003. There is nothing in the Development Agreement, the VOZSPA, or any other law that remotely supports this highly subjective and legally baseless notion. The Development Agreement clearly and expressly vests Dermody's right to develop the Project site with those uses allowed under the VOZPA at the codified "density and intensity" of development. Nothing requires Dermody to build a project that is "downsized" from the expressly permitted objective density and intensity standards, or somehow constructed to meet obsolete market demands or other circumstances that may have existed and influenced warehouse designs two decades ago.

In fact, this would not only be illogical and violative of the Development Agreement's express terms, but it would be entirely counterproductive and harmful for the City (as well as Dermody). Dermody is proposing an innovative modern use with high-quality design amenities and site improvements. The quality of these design components and improvements far exceeds those typically required or expected from warehouse development 20 years ago.

We note that even assuming arguendo the Project were required to look like someone's subjective idea of what a typical or generic warehouse looked like in 2003, that would still not allow the City to circumvent its obligations under the Development Agreement because, in actual fact, there are many pre-2003 warehouses in Sacramento County with heights and size, i.e. density and intensity, quite similar in relevant respects to the Project. A non-exhaustive list of such buildings includes:

- 6003 88th Street, constructed in 2002, 127,249 square feet, 32-foot interior clearance (i.e. same clearance height as proposed by the Project).
- 6350 Sky Creek Road, constructed in 2001, 108,956 square feet, 32-foot interior clearance.

contractual obligations by approving the Project as proposed at the January 17, 2023 Council hearing.

Mayor Budge, Vice Mayor Sander, and City Councilmembers
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- 6271 Florin Perkins, constructed in 2002, 57,000 square feet, 32-foot interior clearance.

Despite their construction in the circa 2003-timeframe, the City would surely not desire Dermody's LogistiCenter Project to emulate any of these examples, none of which incorporate the same high-quality landscaping, screening, and design that Dermody's LogistiCenter Project proposes. Attached as **Exhibit A** are photographs of each of the above examples, which demonstrate this point.

III. There is No Statewide 1,000-Foot Setback Requirement.

During the December 5th hearing, the Council also appeared to seriously entertain the completely false notion that a 1,000-foot statewide warehouse setback standard exists in some applicable law, and that such a "standard" should be imposed on the Project. It is unfortunate that the Council's misapprehension was not remedied during the hearing. We therefore take the opportunity to do so now. To confirm in no uncertain terms, no such standard exists or has ever existed and the Council has no legal authority to impose such a nonexistent "standard" on the Project.

In support of the supposed standard, reference was made to a 2022 settlement agreement among the Sierra Club, the California Attorney General, and the City of Fontana in CEQA litigation that challenged Fontana's approval of a warehouse project. Obviously, a litigation settlement agreement among such parties related to a local approval did not – and could not – result in any statewide 1,000-foot setback standard for warehouse uses. But even beyond that, the local standard agreed upon by the City in that settlement was far more limited. Indeed, the warehouse ordinance (Ordinance 1891) adopted by Fontana as result of this settlement includes the following minimum buffer and setback standards, all of which Dermody's Project easily complies with and, in fact, far exceeds:

- For any warehouse building larger than 50,000 square feet: a ten-foot wide landscaping buffer, measured from the property line of all adjacent sensitive receptors.
- For any warehouse building larger than 400,000 square feet in size: a twenty-foot landscape buffer, measured from the property line of all adjacent sensitive receptors.
- For any warehouse building larger than 400,000 square feet in size: the building's loading docks shall be located a minimum of 300 feet away, measured from the property line of the sensitive receptor to the nearest dock door which does not exclusively serve electric trucks.

(See City of Fontana, Ordinance No. 1891, approved and adopted on April 12, 2022, at § 9-71. A copy of the Stipulation for Entry of Final Judgment on Consent resulting from this settlement, including the text of said Ordinance No. 1891, is attached hereto as **Exhibit B**.)

Mayor Budge, Vice Mayor Sander, and City Councilmembers
January 10, 2023
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Even if the above requirements formed the basis for a statewide standard – which, to reiterate, they do not – the instant Project would readily satisfy and far exceed them. Here, the Project proposes a warehouse of approximately 155,076 square feet and has no adjacent sensitive receptors. As verified by your own staff's report, and as I personally pointed out to the Council at the December 5, 2022 hearing, the nearest property lines associated with sensitive residential uses lie 790 feet distant to the north and 930 feet distant to the east, as measured from the Project's property line (not loading docks), thus far exceeding the 300-foot setback requirement from loading docks actually adopted by City of Fontana ordinance for much larger warehouse projects.

We note that in 2022, Attorney General Rob Bonta issued a guidance document entitled "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act" ("Warehouse Guidance Document"). This Warehouse Guidance Document does not establish any enforceable legal standards, but notably it does reference the setback standards from the Fontana Ordinance as "an example [for cities] to review and build upon." (Warehouse Guidance Document, at p. 4, attached hereto as **Exhibit C**.)

In summary and contrary to the false assertions being urged upon and entertained by the Council at the December 5th hearing, there is no enforceable statewide standard requiring a 1,000-foot setback between warehouse uses and nearby sensitive uses. Notwithstanding this, the Project's proposed setback and landscaping buffers significantly exceed all applicable legal requirements and even the examples cited by the state Attorney General as "best practices" for warehouse projects. The fact that the Council spent considerable time discussing ways in which this nonexistent standard could be imposed on the Project is further evidence of a lack of good faith and fair dealing in the Council's treatment of the Project and its view of the City's obligations under the Development Agreement.

IV. There is No Justification for Requiring Further CEQA Review.

During the December 5th hearing, it also appeared the Council may believe it has the legal right to require further CEQA review of the Project to address alleged air quality and traffic impacts. It does not. As we detailed in our attached letter to the City Manager dated October 3, 2022, it is entirely proper to adopt a CEQA Guidelines section 15183 partial exemption and streamlined CEQA review of this Project as staff proposes. (See October 3, 2022, letter attached hereto as **Exhibit D**.) A CEQA Guidelines section 15183 partial exemption is appropriate in situations such as this one where a proposed project is consistent with the densities and intensities established by existing and CEQA-reviewed zoning, community plan, or general plan. (See **Exhibit D**, pages 5-6.)

Here, there is simply no justification or legal basis for requiring any further CEQA review of the Project. The City already prepared and certified a comprehensive Environmental Impact Report ("EIR") fully analyzing potential environmental impacts resulting from buildout of the VOZSPA. Following preparation and certification of an EIR, CEQA places strict limitations on conducting subsequent CEQA review of a

Mayor Budge, Vice Mayor Sander, and City Councilmembers
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project and prescribes no “expiration date” for an EIR. None of the very limited circumstances that would permit subsequent environmental review under CEQA are present here. (See **Exhibit D**, pages 6-7.)

On a related note, discussions at the December 5th hearing regarding the possible need for subsequent review of air quality impacts associated with the allegedly “new issue” of PM 2.5 emissions were also woefully wrong and misguided, with no correction by the City Attorney or opportunity for correction provided to Dermody’s counsel. First, PM 2.5 emissions have been a well-known environmental issue since at least the 1990s and the proper time for the public or anyone to have raised objections regarding the VOZPA EIR’s air quality analysis regarding these impacts was prior to or at the time that the County certified the EIR in 2002. (See, e.g., 62 Fed. Reg. 38652 *et seq.* (July 18, 1997) (U.S. EPA adding two new PM 2.5 standards to 40 CFR Part 50, National Ambient Air Quality Standards for Particulate Matter).) Further, in this vein, it is well established that environmental issues known or knowable at the time the EIR was certified cannot constitute “significant new information” or “changed circumstances” justifying subsequent CEQA review. (See, e.g., *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788, 806-808 [new regulatory requirement did not constitute significant new information, nor did “potential environmental impact of greenhouse gas emissions [which] has been known since the 1970’s.”]; *Citizens for Responsible Equitable Environmental Development v. City of San Diego* (2011) 196 Cal.App.4th 515, 531-532 [“SEIR is not required absent new information, and . . . information on the effect of greenhouse gas emissions on climate was known long before the City approved the 1994 FEIR”].)

Second, as detailed in our October 3, 2022, letter to the City Manager, because the only discretionary approval required for the Project is design review, the City fundamentally lacks authority to address non-design related effects, such as alleged effects related to air quality. (See, e.g., *McCorkle Eastside Neighborhood Group v. City of St. Helena* (2019) 31 Cal.App.5th 80 [city’s limited discretion under local design review ordinance did not extend to addressing environmental effects and thus did not implicate or trigger CEQA]; *San Diego Navy Broadway Complex Coalition v. City of San Diego* (2010) 185 Cal.App.4th 924 [limited scope of city’s discretion in reviewing construction plans for conformity to urban design guidelines’ aesthetic criteria did not give it ability to address GHG/climate change impacts so as to trigger CEQA].)

Appropriately, and consistent with the applicable legal authorities, use of the CEQA Guidelines section 15183 partial exemption and streamlined review has been the City’s CEQA approach for similar projects requiring design review in the VOZSPA. (See **Exhibit D**, pages 2-3; see also March 2, 2020, letter from City Attorney (Meyers Nave) to M. R. Lozeau regarding GLP Stores, LLC Warehouse, attached hereto as **Exhibit E**.)

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V. Conclusion.

Outright denial of the Project is a clearly untenable option that is foreclosed by the Development Agreement. As detailed herein and otherwise in the administrative record, a Council decision that seeks to impose illegal restrictions as a condition of Project approval is equally unlawful. The Council here must recognize that no matter what illegal conditions it may attempt to impose on the Project, it will never please or placate the Project's dedicated opponents; the vehemence of this small group of citizens will not be assuaged regardless. Instead, such a decision will make no one happy and will instead simply expose the City to litigation and substantial risk of monetary damages and attorneys' fees.

Again, we are only months away from the end of the Development Agreement's term. At this juncture, the Council can no longer require Dermody to make design changes without violating the Agreement. It is therefore imperative that the matter promptly be brought to closure before this Council, one way or another. At the conclusion of the January 17, 2023, hearing, the Council will have all the information needed to decide on the Project. ***Again, to bring this matter to a final decision – one way or another – at the administrative level, we request that City staff prepare alternate resolutions, to be considered by the Council on January 17, 2023, approving and denying the Project as currently proposed.***

In conclusion, city councils do what is best for their community; they keep their word, act within their legal authority, and fulfill their contractual obligations and commitments; they make financially reasonable and prudent decisions, and avoid unnecessary risk to the public fiscal health. While city councils represent their constituents' best interests, they also make factually and legally informed decisions for their community as a whole and are not swayed by the "clamor of the mob." They educate their constituents to the facts and governing law when there is a need to do so. We are hopeful the Council will demonstrate sound leadership here and approve the Project as proposed.

Thank you for your anticipated attention to the foregoing issues.

Very truly yours,

MILLER STARR REGALIA



Arthur F. Coon

AFC:tzb
encls.

cc: Micah Runner, City Manager (mrunner@cityoffranchocordova.org)

Mayor Budge, Vice Mayor Sander, and City Councilmembers
January 10, 2023
Page 9

Elizabeth Sparkman, Community Development Director,
(esparkman@cityoffranchocordova.org)
Adam Lindgren, City Attorney (alindgren@cityoffranchocordova.org)
George Condon, Dermody Properties (gcondon@dermody.com)
Lucy Crocker, Lucy & Company (Lucy@lucycompanypr.com)
Michelle Smira, MMS Strategies (michelle@mmsstrategies.com)
Nadia L. Costa, Esq., Miller Starr Regalia (Nadia.Costa@msrlegal.com)
Travis A. Brooks, Esq., Miller Starr Regalia (Travis.Brooks@msrlegal.com)

EXHIBIT A

6350 Sky Creek Road



6271 Florin Perkins Road



6003 88th Street



6271 Florin Perkins Road



EXHIBIT B

ROB BONTA
 Attorney General of California
 CHRISTIE VOSBURG
 Supervising Deputy Attorney General
 ROBERT D. SWANSON
 Deputy Attorney General
 State Bar No. 295159
 1300 I Street, Suite 125
 P.O. Box 944255
 Sacramento, CA 94244-2550
 Telephone: (916) 210-7808
 Fax: (916) 327-2319
 E-mail: Robert.Swanson@doj.ca.gov

*Attorneys for People of the State of California
 ex rel. Rob Bonta, Attorney General*

ABIGAIL A. SMITH
 Law Office of Abigail Smith, a
 Professional Corporation
 State Bar No. 228087
 2305 Historic Decatur Road, Suite 100
 San Diego, CA 92106
 Telephone: (951) 808-8595
 Facsimile: (951) 972-8488
 Email: abby@socalceqa.com

Attorney for Sierra Club

**Exempt from Filing Fees pursuant to
 Government Code section 6103**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

SIERRA CLUB, Petitioner, v. CITY OF FONTANA, Respondent.	Case Nos.: CIVSB2121605, CIVSB2121829 Assigned to: Hon. Donald Alvarez Dept.: S23 Actions Filed: July 23, 2021 STIPULATION FOR ENTRY OF FINAL JUDGMENT ON CONSENT [CEQA CLAIM]
PEOPLE OF THE STATE OF CALIFORNIA, Petitioner, v. CITY OF FONTANA, Respondent.	(Code of Civ. Proc., § 664.6)
DUKE REALTY CORPORATION, Real Party in Interest.	

Petitioners Sierra Club and People of the State of California (collectively, “Petitioners”), Respondent, City of Fontana (“Respondent”), and Real Party in Interest, Duke Realty Corporation (“Real Party”) (collectively “the Parties”), stipulate as follows:

RECITALS

WHEREAS, on July 23, 2021, Petitioners each filed a Petition for Writ of Mandate (“Petition”) alleging that Respondent violated the California Environmental Quality Act (“CEQA”) in its approval of the Slover & Oleander Industrial/Duke Realty Project (“the Project”); and,

WHEREAS, the Parties have engaged in settlement discussions. In these discussions, Sierra Club was represented by Abigail Smith of the Law Office of Abigail Smith, the People of the State of California were represented by the Office of the Attorney General of the State of California, the City of Fontana was represented by Alisha Winterswyk and Sarah Owsowitz of Best Best & Krieger LLP and Duke Realty Corporation was represented by Jonathan Shardlow of Allen Matkins Leck Gamble Mallory & Natsis LLP.

WHEREAS, the Parties have arrived at an agreement to resolve all of Petitioners’ claims.

STIPULATION

In light of the foregoing recitals, the Parties stipulate and agree that:

1. The Parties stipulate to the terms of the [Proposed] Final Judgment on Consent (“[Proposed] Final Judgment”). A copy of the [Proposed] Final Judgment is attached to this Stipulation as Exhibit 1. The Parties consent to the entry of the [Proposed] Final Judgment by this Court without hearing or adjudication of any fact or law herein. The Parties waive their rights to a hearing on the matters alleged in the Petitions. The Parties agree that the [Proposed] Final Judgment is a fair and reasonable resolution of the matters alleged in the Petitions and avoids the expense and uncertainty of litigation over the matters alleged in the Petitions.

2. The Parties agree that if the Court does not enter the [Proposed] Final Judgment, this Stipulation and the [Proposed] Final Judgment shall have no legal force and effect, the Parties are not bound by the terms of this Stipulation or the [Proposed] Final Judgment, and each Party

reserves any and all rights as to any issue or cause of action raised in the Petitions filed in this matter.

3. The undersigned have the authority to enter into this Stipulation on behalf of each of their respective clients.

4. The undersigned each acknowledge and represent that they have read this Stipulation and [Proposed] Final Judgment in their entirety, understand all of its terms and provisions, and sign this Stipulation voluntarily and of their own free will, knowing that it is a legally binding document and with the intent to be bound hereby.

5. The undersigned each acknowledge and represent that they are effecting this compromise and settlement and are executing this Stipulation (i) after they and their respective legal counsel had the opportunity to and did conduct an independent investigation of the relevant facts; and (ii) without relying on any representation made by the other Party or the other Party's attorney(s).

6. This Stipulation may be executed in counterparts and all such counterparts, when executed, including via electronic signature, shall constitute a valid and binding agreement.

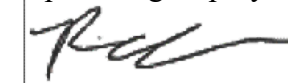
Dated: April 14, 2022

LAW OFFICE OF ABIGAIL SMITH

By: Abigail Smith
Abigail Smith
Attorney for Petitioner, *Sierra Club*

Dated: April 14, 2022

ROB BONTA
Attorney General of California
CHRISTIE VOSBURG
Supervising Deputy Attorney General



ROBERT SWANSON
Deputy Attorney General

Attorneys for Petitioner, *People of the State of California*

1 Dated: April 14, 2022

BEST BEST & KRIEGER LLP

2
3 By: Sarah E. Owsowitz
4 Alisha Winterswyk
5 Sarah E. Owsowitz
6 Tiffany M. Michou
7 Attorneys for Respondent, *City of Fontana*

8 Dated: April 14, 2022

9 ALLEN MATKINS LECK GAMBLE
10 MALLROY & NATSIS LLP

11 By: Jon Shardlow
12 Jonathan Shardlow
13 Attorneys for Real Party in Interest, *Duke*
14 *Realty Corporation*
15
16
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19
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21
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EXHIBIT 1

ROB BONTA
 Attorney General of California
 CHRISTIE VOSBURG
 Supervising Deputy Attorney General
 ROBERT D. SWANSON
 Deputy Attorney General
 State Bar No. 295159
 1300 I Street, Suite 125
 P.O. Box 944255
 Sacramento, CA 94244-2550
 Telephone: (916) 210-7808
 Fax: (916) 327-2319
 E-mail: Robert.Swanson@doj.ca.gov

*Attorneys for People of the State of California
 ex rel. Rob Bonta, Attorney General*

ABIGAIL A. SMITH
 Law Office of Abigail Smith, a
 Professional Corporation
 State Bar No. 228087
 2305 Historic Decatur Road, Suite 100
 San Diego, CA 92106
 Telephone: (951) 808-8595
 Facsimile: (951) 972-8488
 Email: abby@socalceqa.com

Attorney for Sierra Club

**Exempt from Filing Fees pursuant to
 Government Code section 6103**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

SIERRA CLUB, Petitioner, v. CITY OF FONTANA, Respondent.	Case Nos.: CIVSB2121605, CIVSB2121829 Assigned to: Hon. Donald Alvarez Dept.: S23 Actions Filed: July 23, 2021 [PROPOSED] FINAL JUDGMENT ON CONSENT [CEQA CLAIM]
PEOPLE OF THE STATE OF CALIFORNIA, Petitioner, v. CITY OF FONTANA, Respondent.	(Code of Civ. Proc., § 664.6)
DUKE REALTY CORPORATION, Real Party in Interest.	

Having reviewed the Parties' Stipulation for Entry of Final Judgment on Consent ("Stipulation"), and good cause appearing, it is hereby **ORDERED** that:

1. **DEFINITIONS.**

- a. "Sierra Club" refers to the Sierra Club and its related and or affiliated entities, respective past and present officers, directors, employees, agents, partners, members, managers, representatives, predecessors, successors, parents, subsidiaries, shareholders, executors, administrators, trustees, heirs, attorneys, insurers, and assigns.
- b. The "People of the State of California," "People of California," or "People" refer to the People of the State of California, acting by and through the Attorney General of the State of California.
- c. "City of Fontana" or "City" refers to the City of Fontana, California, and its related and or affiliated entities, respective past and present officers, directors, employees, agents, partners, members, managers, representatives, predecessors, successors, parents, subsidiaries, shareholders, executors, administrators, trustees, heirs, attorneys, insurers, and assigns.
- d. "Duke" or "Developer" refers to Duke Realty Corporation, an Indiana corporation, and its related and affiliated entities, respective past and present officers, directors, employees, agents, partners, members, managers, representatives, predecessors, successors, parents, subsidiaries, shareholders, executors, administrators, trustees, heirs, attorneys, insurers, and assigns.
- e. "Parties" refers to Sierra Club, the People, the City, and Duke. "Party" refers to any one of Sierra Club, the People, the City, and Duke.
- f. "Petitions" refers to the Petitions for Writ of Mandate filed by Sierra Club and the People in the above-captioned matter on July 23, 2021.
- g. The "Ordinance" refers to an Ordinance Of The City Council Of The City Of Fontana, California Amending Chapter 9 Of The Fontana Municipal Code To

Revise Article V For Modifications And Clarification To Buffering And Screening Requirements, Methods To Improve Traffic Circulation, Requirements For Alternative Energy, And Improvements To Construction Requirements As It Relates To Industrial Commerce Centers Throughout The City, which is attached hereto as Exhibit A and incorporated into this Final Judgment on Consent (“Final Judgment”).

- h. The “Project” refers to the City of Fontana Master Case No. 20-072 for Tentative Parcel Map Number 20367 (TPM Number 20-018), and Design Review Number 20-027, the proposed development of an approximately 205,949 square-foot logistics and distribution facility at the southwest corner of Slover and Oleander Avenues in Fontana, California.
- i. The “Development Approvals” refers to the City of Fontana Planning Commission’s approval on April 20, 2021, of the Project and adoption of an Initial Study/Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA) for the Project.
- j. “Project-Specific Provisions/Measures” refers to the terms to which the Parties have agreed in Exhibit B, which is attached hereto and incorporated into this Final Judgment.

2. **JURISDICTION AND VENUE.** This Court has subject matter jurisdiction over the matters alleged in the Petitions and personal jurisdiction over the Parties, and venue in this Court is proper.

3. **APPLICABILITY.** The Stipulation and this Final Judgment shall apply to and be binding on Sierra Club, the People, the City of Fontana, and Duke.

4. **MATTERS COVERED AND RESERVED CLAIMS.**

- a. “Claims” refers to all claims arising out of the Development Approvals that were brought or could have been brought in the Petitions or Answers to the Petitions.
- b. As to Sierra Club, the Stipulation and this Final Judgment is a final and binding resolution and settlement of all Claims. Sierra Club also agrees not to file any

litigation challenging the Development Approvals, any current or future approvals necessary to construct the Project, including building or other site development permits, or current or future approvals necessary to implement this Final Judgment. Sierra Club further agrees not to file litigation challenging approvals for future modifications or iterations of the Project that would not trigger environmental review pursuant to CEQA.

- c. As to the People, the Stipulation and this Final Judgment is a final and binding resolution and settlement of all Claims. The People also agree not to file any litigation challenging the Development Approvals, any current or future approvals necessary to construct the Project, including building or other site development permits, or current or future approvals necessary to implement this Final Judgment. The People further agree not to file litigation challenging approvals for future modifications or iterations of the Project that would not trigger environmental review pursuant to CEQA.
- d. As to the City, the City covenants not to sue the People or Sierra Club regarding any circumstance, thing or event alleged, related, or pertaining to the Project. The City also agrees to forever release any and all claims it may have against the People or the Sierra Club arising out of any circumstance, thing or event alleged, related, or pertaining to the Project.
- e. As to Duke, Duke covenants not to sue the People or Sierra Club regarding any circumstance, thing or event alleged, related, or pertaining to the Project. Duke also agrees to forever release any and all claims it may have against the People or the Sierra Club arising out of any circumstance, thing or event alleged, related, or pertaining to the Project.
- f. All claims other than those listed above are reserved. The Parties affirm that nothing in this Final Judgment in any way affects the People's or Sierra Club's rights, claims, or defenses in any past, present, or future lawsuit or dispute against the City related to any project other than the Project. Additionally, except as

expressly provided herein, nothing in this Final Judgment is intended nor shall be construed to limit the People from taking appropriate enforcement actions or otherwise exercising their authority under any law.

- g. The Parties specifically waive their rights under California Civil Code section 1542 only as they pertain to claims under the State Planning and Zoning Law and the California Environmental Quality Act. Section 1542 provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." With this provision, the People do not waive or extinguish any criminal liability.

Sierra Club	People	Duke	City
Initials: <u>Ac</u>	Initials: <u>SD</u>	Initials: <u>JS</u>	Initials: <u>PS</u>

- h. Paragraphs 4.b and 4.c are subject to the condition that the Project is implemented in accordance with all terms of this Final Judgment, including the Project-Specific Provisions/Measures identified in Exhibit B. If the Project is not implemented in accordance with the terms of this Final Judgment, Paragraphs 4.b and 4.c are null and void.
- i. Nothing in this Final Judgment shall limit any party from enforcing the terms of this Final Judgment.

5. INJUNCTIVE TERMS.

City of Fontana:

- a. In consideration of the terms of this Final Judgment, the City has enacted the Ordinance, Exhibit A to this Final Judgment.
- b. The City shall defend all terms of the Ordinance against legal challenge, including appeal of any loss to any court at which appeal by right is available, unless written consent to non-defense is provided by Sierra Club and the People. The City may

settle any legal challenge to the Ordinance without written consent by Sierra Club and the People, subject to Paragraph 5.c.

- c. The City shall enforce compliance with the Ordinance consistent with its general enforcement of other City laws and ordinances.
- d. The City shall abide by all terms and obligations set forth in Exhibit B that expressly apply to the City and shall enforce the Project Mitigation Measures applicable to Duke identified therein.

Duke:

- a. Duke shall comply with the terms of this Final Judgment, including the injunctive obligations set forth in Exhibit B to this Final Judgment.

6. **COMPROMISE OF DISPUTED CLAIMS.** This Final Judgment is a compromise of disputed claims and shall never at any time or for any purpose be considered an admission of any liability or responsibility on the part of any Party; nor shall the furnishing of any consideration for the execution of this Final Judgment constitute or be construed as an admission of any liability whatsoever by any Party.

7. **COMPLIANCE WITH APPLICABLE LAW.** Nothing in this Final Judgment shall excuse the City or Duke from meeting any requirements that may be imposed by applicable law or by changes in the applicable law.

8. **NO LIABILITY OF THE PEOPLE.** The People or any agency of the State of California shall not be liable for any injury or damage to persons or property resulting from acts or omissions by the City or Duke, or other persons acting in concert or participating with the City or Duke, in carrying out activities pursuant to this Final Judgment, nor shall the People be held as a party to or guarantor of any contract entered into by the City or Duke, or other persons acting in concert or participating with the City or Duke, in carrying out the requirements of this Final Judgment.

9. **COSTS AND ATTORNEYS' FEES.** Except to the extent provided herein, in Exhibit B, or in any separate indemnification agreement, each Party shall bear their own costs and

attorneys' fees, and no Party is a "prevailing party" for purposes of claiming either costs or attorneys' fees.

10. **CAPTIONS.** Paragraph titles and captions contained in this Final Judgment are inserted as a matter of convenience and for reference, and are not a substantive part of this Final Judgment.

11. **INTEGRATION.** This Final Judgment constitutes the entire agreement between the Parties with respect to all Claims related to the Development Approvals and may not be amended or supplemented except as provided for herein. No oral representations have been made or relied on, and this Final Judgment supersedes any and all other agreements whether oral or written between the Parties.

12. **JOINT PREPARATION.** This Final Judgment has been jointly drafted. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Final Judgment, or any part thereof, shall be applicable or invoked.

13. **AMENDMENTS AND MODIFICATIONS.** This Final Judgment may only be amended or modified on a noticed motion by one of the Parties with subsequent approval by the Court, or upon written consent by all of the Parties and the subsequent approval of the Court. No provision of this Final Judgment, or breach of any provision, can be waived except in writing. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision.

14. **TIME OF THE ESSENCE.** Time is expressly declared to be of the essence in this Final Judgment, and of every provision in which time is an element, if any.

15. **BENEFIT AND BURDEN.** The Parties agree that this Final Judgment is freely assignable and that this Final Judgment shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parent companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, and representatives.

16. **DUKE AS APPLICANT.** The Parties understand and agree that although Duke was the applicant of the Project, an affiliate or successor-in-interest to Duke may develop and/or build

the actual Project. Duke shall notify and provide a copy of this Final Judgment in full to any affiliate or successor-in-interest, and the obligations set forth in Exhibit B will be carried out by whichever entity actually develops the Project, and, with the exception of item 25 (“Attorney’s Fees”), only if the Project is actually built.

17. **NO ASSIGNMENT.** Each Party represents and warrants that it has not assigned or transferred any claims released herein, and that it is the sole owner of that claim.

18. **NO BROADER APPLICATION.** The Parties agree that Exhibit B does not apply to any other development projects proposed by Duke or approved by the City, or that may be proposed or approved in the future by Duke or the City, respectively. This paragraph does not apply to any modifications or iterations of the Project.

19. **SEVERABILITY.** Even if a court holds one or more parts of this Final Judgment ineffective, invalid, or void, all remaining provisions shall remain valid.

20. **RETENTION OF JURISDICTION.** The Parties agree that this Court has continuing jurisdiction to interpret and enforce the provisions of this Final Judgment and to address any other matters arising out of or regarding this Final Judgment.

21. **VALIDITY OF FINAL JUDGMENT.** All Parties agree that this Final Judgment is valid and enforceable and waive any collateral attack on this Final Judgment or other assertion that this Final Judgment is contrary to law.

22. **ENFORCEMENT OF FINAL JUDGMENT.** No action for breach of this Final Judgment shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) calendar days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.

23. **NOTICES.** Any notice, request, or communication required to be given to the Parties under this Final Judgment shall be given in writing and shall be personally delivered or

mailed by prepaid registered or certified mail to the addresses below. Notice shall also be delivered by e-mail at or before the time of personal or mail delivery. Notices shall be deemed received on the date of personal delivery or facsimile transmission; on the date shown on a signed return receipt or acknowledgment of delivery; or, if delivery is refused or notice is sent by regular mail, seventy-two (72) hours after deposit. Until a Party gives notice of a change, notices shall be sent to:

FOR SIERRA CLUB:

Sierra Club
Sierra Club San Gorgonio Chapter Chair
P. O. Box 5425
Riverside, CA 92517
chair@sangorgonio.sierraclub.org

WITH A COPY TO:

Abigail Smith, Esq.
Law Office of Abigail Smith
2305 Historic Decatur Road, Suite 100
San Diego, CA 92106
abby@socalceqa.com
Attorney for Sierra Club

FOR DUKE:

Allen Matkins Leck Gamble Mallory & Natsis LLP
Jonathan E. Shardlow
1900 Main Street, 5th Floor
Irvine, CA 92614-7321
jshardlow@allenmatkins.com
Attorney for Duke

AND A COPY TO:

Duke Realty
Attn: Joe Hawkins
8711 River Crossing Boulevard
Indianapolis, IN 46240
Joe.Hawkins@dukerealty.com

FOR THE PEOPLE:

Robert Swanson
Deputy Attorney General
California Department of Justice
1300 I Street, Suite 125
P.O. Box 944255
Sacramento, CA 94244-2550
Robert.Swanson@doj.ca.gov

FOR THE CITY OF FONTANA:

City of Fontana
Attn: Phillip Burum, Deputy City Manager
8353 Sierra Ave

Fontana, CA 92335
pburum@fontana.org

AND A COPY TO:

Best Best & Krieger, LLP
Ruben Duran, City Attorney
2855 E. Guasti Rd.
Suite 400
Ontario, CA 91761
Ruben.Duran@bbklaw.com

24. **CHOICE OF LAW AND CHOICE OF FORUM.** This Final Judgment shall be deemed to have been executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Final Judgment, its performance, and its interpretation shall be the Superior Court of California, County of San Bernardino.

25. **DAMAGES.** The Parties agree that the sole and exclusive remedy for breach of this Final Judgment shall be an action for specific performance or injunction. In no event shall any Party be entitled to monetary damages for breach of this Final Judgment.

26. **EFFECTIVE DATE.** This Final Judgment is effective as of the date on which the Court enters this Final Judgment on the Court's docket.

IT IS ORDERED THAT THE FINAL JUDGMENT BE ENTERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

ORDINANCE NO. 1891

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA AMENDING CHAPTER 9 OF THE FONTANA MUNICIPAL CODE TO REVISE ARTICLE V FOR MODIFICATIONS AND CLARIFICATION TO BUFFERING AND SCREENING REQUIREMENTS, METHODS TO IMPROVE TRAFFIC CIRCULATION, REQUIREMENTS FOR ALTERNATIVE ENERGY, AND IMPROVEMENTS TO CONSTRUCTION REQUIREMENTS AS IT RELATES TO INDUSTRIAL COMMERCE CENTERS THROUGHOUT THE CITY.

WHEREAS, the City of Fontana (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, on or about May 7, 2021, the governing board of the South Coast Air Quality Management District (“SCAQMD”) adopted Rule 2305, the Warehouse Indirect Source Rule (“Rule 2305”); and

WHEREAS, Rule 2305 requires warehouses greater than 100,000 square feet to directly reduce nitrogen oxide and diesel particulate matter emissions, or to otherwise facilitate emission and exposure reductions of these pollutants in nearby communities; and

WHEREAS, SCAQMD has also adopted Rule 402 prohibiting emissions that cause injury and/or annoyance to a substantial number of people, including odors; Rule 403 requiring dust control measures during construction; Rule 1113 requiring the use of low Volatile organic compounds (“VOC”) paints and coatings; Rule 1186 requiring use of SCAQMD certified street sweepers; and Rule 2202 requiring establishment of rideshare programs for facilities employing more than 250 employees; and

WHEREAS, the California Air Resources Board (“CARB”) adopted Rule 2485 restricting diesel engine idling to five minutes or less; and

WHEREAS, California Building Standards Commission adopted Part 11, Title 24 of the California Code of Regulations, known as CALGreen, which generally requires low energy use features, low water use features, all-electric vehicle (“EV”) parking spaces and charging facility accommodation, carpool/vanpool parking spaces, and short-term and long-term bicycle parking facilities; and

WHEREAS, the City of Fontana currently regulates industrial commerce centers in Specific Plans, Chapter 30 of the Zoning and Development Code, and in Chapter 9, and Article V (Industrial Commerce Centers Sustainability Standards) of the Municipal Code. Furthermore, Ordinance No. 1879 that established Article V in Chapter 9 of the Municipal Code was adopted by City Council on February 8, 2022; and

Ordinance No. 1891

WHEREAS, the City initiated Municipal Code Amendment (AMD) No. 21-001R1 amend Chapter 9 (Environmental Protection and Resource Extraction) of the Municipal Code to modify Article V to revise Industrial Commerce Centers Sustainability Standards, which includes modifications and clarification to buffering and screening requirements, methods to improve traffic circulation, requirements for alternative energy, and improvements to construction as it relates to industrial commerce centers throughout the city; and

WHEREAS, December 21, 2021, the City Council held the second reading and adopted Ordinance No. 1879 for Municipal Code Amendment (AMD) No. 21-001 to add Article V to establish sustainability standards for industrial commerce centers throughout the city; and

WHEREAS, On March 22, 2022, the City Council held a duly noticed public hearing on Municipal Code Amendment (AMD) No. 21-001R1, and the supporting documents in evidence, the City Council found that the Municipal Code Amendment is in conformance with General Plan and does not change any of the Land Use Designation of any properties and it is consistent with the General Plan and furthers Action B of Goal 3 in Chapter 12 to promote renewable energy programs for government, Fontana businesses, and Fontana residences; and

WHEREAS, a notice of the public hearing was published in the local *San Bernardino County Sun* newspaper on Saturday, March 12, 2022 and posted at City.

THE CITY COUNCIL OF THE CITY OF FONTANA DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and are fully incorporated herein.

Section 2. Article V of Chapter 9 of the Fontana Municipal Code is hereby amended and renumbered follows:

ARTICLE V. – Industrial Commerce Centers Sustainability Standards

Sec. 9-70. – Applicability.

This Article is applicable to all Warehouse uses throughout the city, as defined in Section 30-12 of Chapter 30, Article 1, Division 4; and as listed as a type of “Warehousing Use” in Table No. 30-530 and includes all warehouse uses in Specific Plans. The following sections shall supersede any existing requirements in the Municipal Code and Specific Plans.

Sec. 9-71. – Buffering and Screening / Adjacent uses.

- (1) For any Warehouse building larger than 50,000 square feet in size, a ten-foot-wide landscaping buffer shall be required, measured from the property line of all adjacent sensitive receptors. For any Warehouse

Ordinance No. 1891

building larger than 400,000 square feet in size, a twenty-foot-wide landscaping buffer shall be required, measured from the property line of all adjacent sensitive receptors. The buffer area(s) shall include, at a minimum, a solid decorative wall(s) of at least ten feet in height, natural ground landscaping, and solid screen buffering trees, as described below, unless there is an existing solid block wall. For any Warehouse building equal to or less than 50,000 square feet in size, a solid decorative wall(s) of at least ten feet in height shall be required when adjacent to any sensitive receptors. Sensitive receptor shall be defined as any residence including private homes, condominiums, apartments, and living quarters, schools, preschools, daycare centers, in-home daycares, health facilities such as hospitals, long term care facilities, retirement and nursing homes, community centers, places of worship, parks (excluding trails), prisons, and dormitories.

- (2) Trees shall be used as part of the solid screen buffering treatment. Trees used for this purpose shall be evergreen, drought tolerant, minimum 36-inch box, and shall be spaced at no greater than 40-feet on center. The property owner and any successors in interest shall maintain these trees for the duration of ownership, ensuring any unhealthy or dead trees are replaced timely as needed.
- (3) All landscaping shall be drought tolerant, and to the extent feasible, species with low biogenic emissions. Palm trees shall not be utilized.
- (4) All landscaping areas shall be properly irrigated for the life of the facility to allow for plants and trees to maintain growth.
- (5) Trees shall be installed in automobile parking areas to provide at least 35% shade cover of parking areas within fifteen years. Trees shall be planted that are capable of meeting this requirement.
- (6) Unless physically impossible, loading docks and truck entries shall be oriented away from abutting sensitive receptors. To the greatest extent feasible, loading docks, truck entries, and truck drive aisles shall be located away from nearby sensitive receptors. In making feasibility decisions, the City must comply with existing laws and regulations and balance public safety and the site development's potential impacts to nearby sensitive receptors. Therefore, loading docks, truck entries, and drive aisles may be located nearby sensitive receptors at the discretion of the Planning Director, but any such site design shall include measures designed to minimize overall impacts to nearby sensitive receptors."
- (7) For any Warehouse building larger than 400,000 square feet in size, the building's loading docks shall be located a minimum of 300 feet away, measured from the property line of the sensitive receptor to the nearest

Ordinance No. 1891

dock door which does not exclusively serve electric trucks using a direct straight-line method.

Sec. 9-72. – Signage and Traffic Patterns.

- (1) Entry gates into the loading dock/truck court area shall be positioned after a minimum of 140 feet of total available stacking depth inside the property line. The stacking distance shall be increased by 70 feet for every 20 loading docks beyond 50 docks. Queuing, or circling of vehicles, on public streets immediately pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the facility.
- (2) Applicants shall submit to the Engineering Department, and obtain approval of, all turning templates to verify truck turning movements at entrance and exit driveways and street intersection adjacent to industrial buildings prior to entitlement approval. Unless not physically possible, truck entries shall be located on Collector Streets (or streets of a higher commercial classification), and vehicle entries shall be designed to prevent truck access on streets that are not Collector Streets (or streets of a higher commercial classification), including, but not limited to, by limiting the width of vehicle entries.
- (3) Anti-idling signs indicating a 3-minute diesel truck engine idling restriction shall be posted at industrial commerce facilities along entrances to the site and in the dock areas and shall be strictly enforced by the facility operator.
- (4) Prior to issuance of certificate of occupancy facility operators shall establish and submit for approval to the Planning Director a Truck Routing Plan to and from the State Highway System based on the City's latest Truck Route Map. The plan shall describe the operational characteristics of the use of the facility operator, including, but not limited to, hours of operations, types of items to be stored within the building, and proposed truck routing to and from the facility to designated truck routes that avoids passing sensitive receptors, to the greatest extent possible. The plan shall include measures, such as signage and pavement markings, queuing analysis and enforcement, for preventing truck queuing, circling, stopping, and parking on public streets. Facility operator shall be responsible for enforcement of the plan. A revised plan shall be submitted to by the Planning Director prior to a business license being issued by the City for any new tenant of the property. The Planning Director shall have discretion to determine if changes to the plan are necessary including any additional measures to alleviate truck routing and parking issues that may arise during the life of the facility.

Ordinance No. 1891

- (5) Signs and drive aisle pavement markings shall clearly identify the on-site circulation pattern to minimize unnecessary on-site vehicular travel.
- (6) Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any employee, truck, or other operation related vehicle is strictly prohibited. City may require facility operator to post signs on surface or residential streets indicating that off-site truck parking is prohibited by City ordinance and/or the Truck Routing Plan.
- (7) Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan and State Highway System.
- (8) Signs shall be installed in public view with contact information for a local designated representative who works for the facility operator and who is designated to receive complaints about excessive dust, fumes, or odors, and truck and parking complaints for the site, as well as contact information for the SCAQMD's on-line complaint system and its complaint call-line: 1-800-288-7664. Any complaints made to the facility operator's designee shall be answered within 72 hours of receipt.
- (9) All signs under this Section shall be legible, durable, and weather-proof.
- (10) Prior to issuance of a business license, City shall ensure for any facility with a building or buildings larger than 400,000 total square feet, that the facility shall include a truck operator lounge equipped with clean and accessible amenities such as restrooms, vending machines, television, and air conditioning."

Sec. 9-73. – Alternative Energy.

- (1) On-site motorized operational equipment shall be ZE (zero emission).
- (2) All building roofs shall be solar-ready, which includes designing and constructing buildings in a manner that facilitates and optimizes the installation of a rooftop solar photovoltaic (PV) system at some point after the building has been constructed.
- (3) The office portion of a building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index ("SRI") of not less than 78. This material shall be the minimum solar reflective rating of the roof material for the life of the building."

Ordinance No. 1891

ITEM 18.1.

- (4) On buildings over 400,000 square feet, prior to issuance of a business license, the City shall ensure rooftop solar panels are installed and operated in such a manner that they will supply 100% of the power needed to operate all non-refrigerated portions of the facility including the parking areas.
- (5) At least 10% of all passenger vehicle parking spaces shall be electric vehicle (EV) ready, with all necessary conduit and related appurtenances installed. At least 5% of all passenger vehicle parking spaces shall be equipped with working Level 2 Quick charge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.
- (6) Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to 100% of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.
- (7) Bicycle racks are required per Section 30-714 and in the amount required for warehouse uses by Table 30-714 of the Zoning and Development Code. The racks shall include locks as well as electric plugs to charge electric bikes. The racks shall be located as close as possible to employee entrance(s). Nothing in this section shall preclude the warehouse operator from satisfying this requirement by utilizing bicycle parking amenities considered to be superior such as locating bicycle parking facilities indoors or providing bicycle lockers.

Sec. 9-74. – Operation and Construction.

- (1) Cool surface treatments shall be added to all drive aisles and parking areas or such areas shall be constructed with a solar-reflective cool pavement such as concrete.

Ordinance No. 1891

- (2) To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized 25% larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.
- (3) Use of super-compliant VOC architectural and industrial maintenance coatings (e.g., paints) shall be required.
- (4) The facility operator shall incorporate a recycling program.
- (5) The following environmentally responsible practices shall be required during construction:
- a. The applicant shall use reasonable best efforts to deploy the highest rated CARB Tier technology that is available at the time of construction. Prior to permit issuance, the construction contractor shall submit an equipment list confirming equipment used is compliant with the highest CARB Tier at the time of construction. Equipment proposed for use that does not meet the highest CARB Tier in effect at the time of construction, shall only be approved for use at the discretion of the Planning Director and shall require proof from the construction contractor that, despite reasonable best efforts to obtain the highest CARB Tier equipment, such equipment was unavailable.
 - b. Use of electric-powered hand tools, forklifts, and pressure washers.
 - c. Designation of an area in any construction site where electric-powered construction vehicles and equipment can charge.
 - d. Identification in site plans of a location for future electric truck charging stations and installation of a conduit to that location.
 - e. Diesel-powered generators shall be prohibited except in case of emergency or to establish temporary power during construction.
- (6) A Property Maintenance Program shall be submitted for review and approval by the Planning Director or his/her designee prior to the issuance of building permits. The program shall provide for the regular maintenance of building structures, landscaping, and paved surfaces in good physically condition, and appearance. The methods and maximum intervals for maintenance of each component shall be specified in the program.

Ordinance No. 1891

- (7) Property owner shall provide facility operator with information on incentive programs such as the Carl Moyer Program and Voucher Incentive Program and shall require all facility operators to enroll in the United States Environmental Protection Agency's SmartWay Program.

Section 3. Based on the foregoing, the City Council determines that the project is categorically exempt from further review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(B)(3) (the common-sense exemption) and, alternatively, pursuant to CEQA Guidelines Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment), and Section No. 3.22 of the 2019 Local Guidelines for Implementing CEQA, as implementation of this Ordinance is to improve the environment. The Council hereby directs staff to prepare, execute and file with the San Bernardino County Clerk a notice of exemption within five working days after the adoption of this Ordinance.

Section 4. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The people of the City of Fontana hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5. This Ordinance shall take effect thirty (30) days after the date of its adoption.

Section 6. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Fontana. The City Clerk is the custodian of records for this Ordinance and the records are available at 8353 Sierra Avenue, Fontana CA 92335.

APPROVED AND ADOPTED 12th day of April, 2022.

READ AND APPROVED AS TO LEGAL FORM:

DocuSigned by:

Ruben Duran

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City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance

Ordinance No. 1891

adopted by the City Council and was introduced at a regular meeting on the 22nd day of March, 2022, and was finally passed and adopted not less than five days thereafter on the 12th day of April, 2022, by the following vote to wit:

AYES: Mayor Warren, Mayor Pro Tem Garcia, Council Members, Cothran, Roberts and Sandoval

NOES: None

ABSENT: None

ABSTAIN: None

DocuSigned by:

Germaine McLellan Key

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City Clerk of the City of Fontana

DocuSigned by:

Reguanetta Warren

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Mayor of the City of Fontana

ATTEST:

DocuSigned by:

Germaine McLellan Key

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City Clerk

ITEM 18.1

NOTICE OF EXEMPTION

PTO: Clerk of the Board of Supervisors
 County of San Bernardino
 385 N. Arrowhead Avenue, 2nd Floor
 San Bernardino, CA 92415-0130

FROM: City of Fontana
 Planning Department
 8353 Sierra Avenue
 Fontana, CA 92335

1. Project Title: **Municipal Code Amendment (MCA) No. 21-001R1 for an Amendment to Chapter 9 of the Municipal Code to Modify Article V to Revise Sustainability Standards for Industrial Commercial Centers throughout the City.**
2. Project Location - Specific: **Citywide**
3. (a) Project Location - City: **Fontana**
 (b) Project Location - County: **San Bernardino**
4. Description of nature, purpose, and beneficiaries of Project: **The proposed Municipal Code Amendment (MCA) No. 21-001R1 is for the amendment of Chapter 9 of the Municipal Code to modify Article V to revise industrial commerce centers sustainability standards. That includes modifications and clarification to buffering and screening requirements, clarification on building orientation, requirements for alternative energy, and improvements to construction as it relates to industrial commercial centers throughout the city.**
5. Name of Public Agency approving project: **City of Fontana**
6. Name of Person or Agency carrying out project: **City of Fontana**
7. Exempt status: (Check one)
 - (a) _____ Ministerial project.
 - (b) _____ Not a project.
 - (c) _____ Emergency Project.
 - (d) **X** Categorical Exemption. State type and class number Sections 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment) and Section No. 3.22 of the Local 2019 Guidelines for Implementing the CEQA.
 - (e) _____ Declared Emergency.
 - (f) _____ Statutory Exemption. State Code section number: _____
 - (g) **X** Other. Explanation: **15061(B)(3) (the common-sense exemption)**

Reason why project was exempt: The Ordinance includes additional more restrictive standards and clarification of existing standards for industrial commerce centers to improve environmental quality and does not include the construction of any structures. All new projects involving construction of industrial commerce centers will continue to be subject to an Administrative Site Plan/Design Review, where a project-specific analysis based on location and project details will be conducted, subject to CEQA review/documentation. Therefore, all industrial commerce center projects will be subject to CEQA, standard Conditions of Approval, and all other State/Federal/Local requirements.

8. Contact Person: Rina Leung, Senior Planner Telephone: (909) 350-6566

Date Received for Filing:

 DiTanyon Johnson
 Principal Planner

(Clerk Stamp Here)

ATTACHMENT NO. 2



NOTICE OF PUBLIC HEARING

SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602 or email at clerks@fontana.org. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE CITY COUNCIL OF THE CITY OF FONTANA FOR THE FOLLOWING:

Municipal Code Amendment (MCA) No. 21-001R1 for an Amendment to Chapter 9 of the Municipal Code to Modify Article V to Revise Sustainability Standards for Industrial Commerce Centers throughout the City

Municipal Code Amendment (MCA) No. 21-001R1 to amend Chapter 9 of the Municipal Code to modify Article V revise sustainability standards that includes modifications and clarification to buffering and screening requirements, methods to improve traffic circulation, requirements for alternative energy, and improvements to construction as it relates to industrial commerce centers throughout the city.

Environmental Determination:

This project qualifies for a categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(B)(3) (the common-sense exemption) and, alternatively, pursuant to CEQA Guidelines Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment), and Section No. 3.22 of the 2019 Local Guidelines for Implementing CEQA, as implementation of this Ordinance is to improve the environment.

Location of Property:

Citywide

Date of Hearing:

March 22, 2022

Place of Hearing:

City Hall Council Chambers
8353 Sierra Avenue
Fontana, CA 92335



**Time of
Hearing:**

7:00 pm

Should you have any questions concerning this project, please contact, **Rina Leung**, at (909) 350-6566 or rleung@fontana.org

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. A COPY OF THE ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION. PLEASE CONTACT THE PLANNER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish:
¼ Page



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1256

Agenda #: B.

Agenda Date: 3/22/2022

Category: Public Hearing

FROM:

Planning Department

SUBJECT:

Municipal Code Amendment (MCA) No. 21-001R1 for an Amendment to Chapter 9 of the Municipal Code to Modify Article V to Revise Sustainability Standards for Industrial Commerce Centers throughout the City

RECOMMENDATION:

Read by title only and waive further reading of and introduce **Ordinance No.____**, an Ordinance of the City Council of the City of Fontana, approving Municipal Code Amendment (MCA) No. 21-001R1 for an amendment to Chapter 9 of the Municipal Code to modify Article V to revise sustainability standards for industrial commerce centers throughout the city, and the reading of the title constitutes the first thereof.

COUNCIL GOALS:

- To promote economic development by pursuing business retention, expansion and attraction.
- To promote economic development by establishing a quick, consistent development process.

DISCUSSION:

The City of Fontana currently regulates industrial commerce centers in Specific Plans, Chapter 30 of the Zoning and Development Code, and in Chapter 9, and Article V (Industrial Commerce Centers Sustainability Standards) of the Municipal Code. Ordinance No. 1879 that established Article V in Chapter 9 of the Municipal Code was adopted by City Council on February 8, 2022.

The proposed Municipal Code Amendment (MCA) No. 21-001R1 is for the amendment of Chapter 9 of the Municipal Code to modify Article V to revise industrial commerce centers sustainability standards. That includes modifications and clarification to buffering and screening requirements, methods to improve traffic circulation, requirements for alternative energy, and improvements to construction as it relates to industrial commerce centers throughout the city.

The following is a brief summary of the revised standards that shall apply to all industrial commerce centers in the City of Fontana (a detailed comprehensive list of all the requirements is located in the Ordinance, Attachment No. 1):

1. Additional requirements for larger buildings over 400,000 square feet:
 - a. A 20-foot wide landscaping buffer adjacent to sensitive receptors;
 - b. A minimum of 300 feet separation of the building's loading dock from a sensitive receptor; and
 - c. A requirement to include a truck operator lounge.

File #: 21-1256**Agenda #:** B.**Agenda Date:** 3/22/2022**Category:** Public Hearing

2. An additional requirement for parking lot trees to provide at least 35% shade cover of parking areas within fifteen years.
3. Clarification on orientation of loading docks and truck entries.
4. Additional alternative energy improvements to require the office portion that is not covered with solar panels or utilities to include light colored roofing with a solar reflective index of not less than 78.
5. Revision of VOC paints to be super-compliant instead of low.
6. Clarification of documentation requirements in utilizing the available highest rated CARB Tier technology during construction.

ENVIRONMENTAL FINDING:

This project is exempt per the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15061(B)(3) (the common-sense exemption) and, alternatively, pursuant to CEQA Guidelines Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of the Environment), and Section No. 3.22 of the 2019 Local Guidelines for Implementing CEQA, as implementation of this Ordinance is to reduce potential impacts to air and environmental quality.

FISCAL IMPACT:

None

MOTION:

Approve staff's recommendation

ATTACHMENTS:

1. City Council Ordinance
2. Notice of Exemption
3. Public Hearing Notice

Certificate Of Completion

Envelope Id: 440205DFA28145CBBF15211C45B14006

Status: Completed

Subject: URGENT Please DocuSign: Ordinance 1891

Source Envelope:

Document Pages: 14

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

City Clerk

AutoNav: Enabled

8353 Sierra Avenue

Envelopeld Stamping: Enabled

Fontana, CA 92335

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

clerks@fontana.org

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Holder: City Clerk

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clerks@fontana.org

Signer Events**Signature****Timestamp**

Ruben Duran

ruben.duran@bbklaw.com

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Signed using mobile

Electronic Record and Signature Disclosure:

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Acquanetta Warren

awarren@fontana.org

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

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Germaine McClellan Key

gkey@fontana.org

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Evelyne Ssenkoloto essenkol@fontana.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/13/2021 04:17 PM ID: e7145250-7347-428b-af51-3066469cc29f	COPIED	Sent: 4/13/2022 04:59 PM
Kathy Kasinger kkasinger@fontana.org Records Coordinator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/12/2022 07:28 AM ID: 6bf6d243-6517-4841-a35f-dcf0ba649302	COPIED	Sent: 4/13/2022 04:59 PM
Susana Gallardo sgallardo@fontana.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/13/2022 04:59 PM
Brittany Medrano bmedrano@fontana.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/13/2022 04:59 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2022 12:23 PM
Certified Delivered	Security Checked	4/13/2022 04:58 PM
Signing Complete	Security Checked	4/13/2022 04:59 PM
Completed	Security Checked	4/13/2022 04:59 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fontana (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fontana:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ctejeda@fontana.org

To advise City of Fontana of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ctejeda@fontana.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Fontana

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fontana

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.

EXHIBIT B

PROJECT-SPECIFIC PROVISIONS/MEASURES

(Duke Obligations)

1. **Solar Power**

- a. **Solar Capability.** Developer shall construct all Project buildings to accommodate a solar array that accommodate the maximum coverage of PV panels in the future.
- b. **Solar Power.** Developer shall install Photo Voltaic ("PV") system(s) on the roof(s) of the building(s) and/or in Project parking areas with a capacity of at least 100 kWdc electrical power.
- c. The installation of the PV system shall be completed, fully operational, and have its permit to operate from the appropriate utility prior to the issuance of the certificate of occupancy permit. At either Petitioner's request, Developer shall notify the requesting Petitioner of the completion of installation of the PV system and provide Petitioner with proof of completion by mail. Developer shall be responsible for maintaining the PV system(s) at not less than 80% of the rated power for 20 years.

2. **Restrictions/Additions on Southern Boundary.**

- a. The drive aisle on the Project's southern boundary shall be restricted to emergency vehicles only.
- b. Project shall be constructed to include appropriate gate barrier to prohibit non-emergency vehicles from using southern drive aisle.
- c. No shipping containers shall be stored on the Project's southern boundary within the drive aisle.
- d. No trash compactors or trash or recycling receptacles shall be located on the Project's southern boundary.
- e. The two truck trailer stalls on the southwest corner of the Project as indicated on current site plans shall be removed and replaced with landscaping.

3. **Roof Material.** Any building roof areas not covered by solar panels shall be constructed with materials with an initial installation Solar Reflective Index Value of not less than .29. This material shall meet the minimum solar reflective rating of the roof material for the life of the Project.4. **LEED Design.** The building shall be certified to the LEED Silver standard under the most current version of LEED in place at the time of this Final Judgment. A copy of that the LEED certification letter shall be furnished to Petitioners' counsel within three months of the issuance of the first certificate of occupancy.5. **Concrete Parking Areas.** Developer shall use concrete instead of asphalt in all Project parking lots. Concrete shall have an initial solar reflectance value of at least .29 as determined in accordance with American Society for Testing and Materials (ASTM) Standards E1980 or E1918.6. **Skylights.** Developer shall incorporate sky lights in worker areas interior to the Project buildings, and Developer shall use best efforts to design and construct the Project buildings in a manner to make optimal use of natural daylight in worker areas in interior spaces.7. **Lighting.** No outdoor light poles shall exceed 34-feet on the Project site. No outdoor light poles shall exceed 34-feet on the southern elevation. Only low-emitting sodium or LED light bulbs shall be permitted on outdoor light poles.

8. **Outdoor Public Address System.** The use of an outdoor PA system shall be prohibited between the hours of 7 p.m. and 7 a.m., unless necessary for emergency purposes.
9. **Construction Fleet.** Developer shall encourage construction contractors to apply for South Coast AQMD “SOON” funds. The “SOON” program provides funds to applicable fleets for the purchase of commercially available low-emission heavy-duty engines to achieve near-term reduction of NOx emissions from in-use off-road vehicles.
10. **Construction Hours.** Construction activities shall comply with the City of Fontana Municipal Code, Chapter 18, Art. II, Sec. 18-63 (7).
11. **Construction Recycling.** Developer shall recycle a minimum of 75% of the Project’s “construction waste materials” as that term is defined by CalGreen.
12. **Truck Idling and Signage.**
 - a. Truck idling shall be limited to no more than three minutes (total) at the Project site.
 - b. All truck and trailer parking areas shall provide permanent, large lettered, reflective signs that (i) truck idling is limited to a period of three minutes total while at the Project site; (ii) trucks must turn off headlights once docked; (iii) idling of Auxiliary Power Units (APUs) for more than three minutes total is prohibited while at the Project site; (iv) trucks with transport refrigeration units (TRUs) are required to plug-in. These signs shall be printed in both English and Spanish, be readily visible from truck cabs and posted at prominent locations in all parking areas. Signs shall not be blocked or obscured by trucks parked on site. Signs shall be placed near truck docks and on all interior walls that are visible from truck docks including approximately every 40-feet along the boundary walls in truck parking areas, and signs shall be visible from truck cabs. All signs shall remain posted and be maintained for the life of the Project.
13. **Truck Routes, Circulation, and Parking/Tenant Leases.**
 - a. Leases with tenants shall state that tenants shall not permit any parking by its employees, agents, subtenants, customers, invitees, concessionaires or visitors on the streets surrounding the Project site, including overnight truck parking, in violation of any ordinances or postings by any public authorities having jurisdiction. Leases with tenants shall also state that tenants agree to cooperate with Developer and the City with respect to enforcing truck route and parking restrictions, and shall answer and address complaints from the public regarding violations of these restrictions.
 - b. Developer shall make all reasonable efforts, including but not limited to installation of signage, to ensure that Project trucks shall not idle or park, including any overnight parking, on residential streets.
 - c. At the time of Project construction, Developer shall seek City approval to install, and shall install signage on the Project boundary, if approved by the City, in prominent locations which are visible from truck cabs stating that truck parking including overnight parking, or idling on any residential street is prohibited.
 - d. Developer shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any employee, truck, or other operation-related vehicle is strictly prohibited.
14. **APU Electricity**

- a. Trucks with diesel APUs shall not be permitted to idle its diesel APU for a period of longer than 3 minutes (total) while at the Project site.
- b. Developer shall install, at the time of building construction, appropriate infrastructure, in sufficient quantity, to allow for the charging of electric APUs.

15. Electrified and Non-diesel Equipment

- a. Upon and following occupancy of the Project by any tenant, all on-site forklifts and yard trucks (a.k.a. yard goats or yard hostlers) shall be zero emission. For purposes of this agreement, “zero emission” does not include natural gas or propane powered equipment.
- b. Developer shall encourage use of electric sweepers with high-efficiency particulate air (HEPA) filters during Project operation when commercially available in the southern California market.
- c. Developer shall require that yard maintenance/landscaping crews shall utilize only electric equipment or equipment certified to the highest current California Air Resources Board (CARB) standards in all Project areas now and in the future for the life of the Project. Developer shall contract only with a yard maintenance crew which is capable of meeting this requirement, and yard maintenance contracts shall specify this requirement for the life of the Project.
- d. With the exception of any emergency equipment, there shall be no diesel-powered generators allowed on the site.

16. Cold Storage. Developer agrees that the Project will not be used for cold storage for a period of 20 years. If/when tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow TRUs to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.

17. Landscaping.

- a. Trees shall be installed in automobile parking areas to provide 35% shade cover of parking areas within fifteen years. Trees shall be planted that are capable of meeting this requirement.
- b. All landscaping shall be drought tolerant, and to the extent feasible, species with low biogenic emissions. Palm trees shall not be utilized.
- c. All landscaping areas shall be properly irrigated for the life of the facility to allow for plants and trees to maintain growth. All trees shall be allowed to grow to full height without undue pruning.

18. On-Site Circulation. Signs and drive aisle pavement markings shall clearly identify the on-site circulation pattern to minimize unnecessary on-site vehicular travel.

19. Bike Lockers. Bike lockers, carpool/vanpool parking stalls, and electric vehicle parking stalls shall be provided and be placed as close to entrance as possible. Bike lockers shall be provided with locking mechanisms.

20. Construction Practices. The following shall be required during Project construction.

- a. Developer shall deploy the highest rated CARB Tier technology that is available at the time of construction. Prior to permit issuance, the construction contractor shall submit an equipment list confirming equipment used is compliant with the highest CARB Tier at the time of construction. Equipment proposed for use that does not meet the highest CARB Tier in effect at the time of construction, shall only be approved for use at the discretion of the Planning Director and shall

require proof from the construction contractor that, despite reasonable best efforts to obtain the highest CARB Tier equipment, such equipment was unavailable.

- b. Use of electric-powered hand tools, forklifts, and pressure washers.
- c. Designation of an area in any construction site where electric-powered construction vehicles and equipment can charge.
- d. Diesel-powered generators shall be prohibited except in case of emergency or to establish temporary power during construction.
- e. Use of super-compliant (as defined by the South Coast Air Quality Management District) VOC architectural and industrial maintenance coatings (e.g., paints) shall be required.

21. Information on Incentive Programs. Developer shall provide facility operator with information on incentive programs such as the Carl Moyer Program and Voucher Incentive Program.

22. Site Maintenance.

- a. Developer agrees to perform maintenance at the Project site on a monthly or as needed basis, or more frequently as needed, to remove any graffiti from Project walls, on both sides, and to remove trash/litter from the Project site including in landscaped areas, or areas between walls/fences.
- b. Developer shall remove graffiti and trash/litter within 72 hours upon being notified of the issue.
- c. Developer shall provide a phone number with voicemail enabled for neighbors to report graffiti, trash/litter, idling, and off-site parking issues associated with the Project. The phone number shall be posted on a prominent sign near the main entrance(s) to the Project site. The sign shall be visible from the street and the sign's text shall be readable from a distance of 20 feet. The permanent, weather-resistant sign shall remain posted for the life of the Project, and the sign shall be replaced as necessary. Developer shall designate an employee to answer complaints, and all complaints shall be answered in a reasonable time frame.

23. Tenant Lease Agreements. Developer is responsible for all ongoing obligations in this Exhibit unless Developer passes the obligation to a tenant or facility operator by including the corresponding provision in a current and binding tenant lease agreement. If a tenant or facility operator is in violation of a provision in this Exhibit that Developer has passed to a tenant or facility operator via a tenant lease agreement, Developer is responsible for enforcing the tenant lease agreement.

24. Community Benefit Fund. Developer shall provide \$210,000.00 to benefit the immediate community, to be distributed and spent as follows:

- a. \$50,000 to the Fontana Unified School District, to be used to enhance landscaping along the northern boundary of the Jurupa Hills High School property. The enhanced landscaping shall include mature, evergreen trees that can reach a height of 45 feet, and that shall be staggered, if feasible.
- b. \$140,000 to the City of Fontana for the distribution of air filters to residents of southern Fontana. Specifically:
 - i. The funds shall be used only for the purchase of air filters, and not for program administration;
 - ii. The City shall distribute the air filters free of charge;
 - iii. The air filters shall be rated MERV 13 or higher;

- iv. Air filters shall be made available to residents of southern Fontana, defined as Fontana residents with a household address located south of Interstate Highway 10;
 - v. Each household shall receive a maximum of 10 air filters;
 - vi. Until all funds have been expended, the City shall promote the availability of free air filters on its website, including information stating how eligible residents can receive the benefit;
 - vii. Until all funds have been expended, the City shall report to Sierra Club and the People annually, by January 1 each year, the following: the amount spent on air filters, the number of air filters that have been distributed, the number of households that have received air filters, and the amount of funds remaining. The City shall maintain receipts, invoices, and/or any other proof of expenditures; applications received; and any proof of distribution of the air filters; until one year after the City provides its final annual report.
 - viii. If funds remain after a fifth annual report, households that had previously received air filters shall be eligible for up to 10 additional air filters.
- c. \$20,000 to the City of Fontana as an administrative fee for the distribution of air filters as set forth above.
25. **Attorney's Fees.** Developer shall pay Sierra Club's attorney's fees in the amount of \$80,750 within 20 calendar days of submission by the parties of the Stipulation for Entry of Final Judgment on Consent to the Superior Court. Payment shall be made and sent to the Law Office of Abigail Smith, A Professional Corporation.
26. **Certification of Compliance.** Developer shall submit by mail and email a letter certifying compliance to Sierra Club and the People when all Project Mitigation Measures described herein are complete.

PROOF OF SERVICE VIA U.S. MAIL AND E-MAIL

At the time of service, I was over 18 years of age and not a party to this action.

My business address is 1300 I Street, Suite 125, P.O. Box 944255, Sacramento, California 94244-2550.

On **April 14, 2022**, I served the following document(s):

STIPULATION FOR ENTRY OF FINAL JUDGMENT ON CONSENT;**[PROPOSED] FINAL JUDGMENT ON CONSENT**

By United States mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below, and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Sacramento, CA.

AND

By email or electronic transmission. Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

ALISHA WINTERSWYK alisha.winterswyk@bbklaw.com SARAH E. OWSOWITZ sarah.owsowitz@bbklaw.com TIFFANY M. MICHOU tiffany.michou@bbklaw.com BEST BEST & KRIEGER LLP 3390 University Avenue, 5th Floor P.O. Box 1028 Riverside, California 92502 <i>Attorneys for Respondent City of Fontana</i>	JONATHAN SHARDLOW jshardlow@allenmatkins.com Allen Matkins Leck Gamble Mallory & Natsis LLP 1900 Main Street, 5th Floor Irvine, CA 92614-7321 <i>Attorney for Real Party in Interest Duke Realty Corporation</i>
ABIGAIL SMITH abby@socalceqa.com Law Office of Abigail Smith 2305 Historic Decatur Road, Suite 100 San Diego, CA 92106 <i>Attorney for Petitioner Sierra Club</i>	

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

3 Executed on April 14, 2022, at Sacramento, CA.

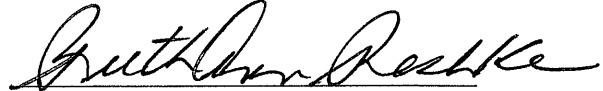
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EXHIBIT C

ROB BONTA
Attorney General

State of California
DEPARTMENT OF JUSTICE



Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act

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In carrying out its duty to enforce laws across California, the California Attorney General's Bureau of Environmental Justice (Bureau)¹ regularly reviews proposed warehouse projects for compliance with the California Environmental Quality Act (CEQA) and other laws. When necessary, the Bureau submits comment letters to lead agencies regarding warehouse projects, and in rare cases the Bureau has filed litigation to enforce CEQA.² This document builds upon the Bureau's work on warehouse projects, collecting information gained from the Bureau's review of hundreds of warehouse projects across the state.³ It is meant to help lead agencies pursue CEQA compliance and promote environmentally-just development as they confront warehouse project proposals.⁴ While CEQA analysis is necessarily project-specific, this document provides information on feasible best practices and mitigation measures, nearly all of which have been adapted from actual warehouse projects in California.

I. Background

In recent years, the proliferation of e-commerce and rising consumer expectations of rapid shipping have contributed to a boom in warehouse development.⁵ California, with its ports, population centers, and transportation network, has found itself at the center of this trend. In 2020, the Ports of Los Angeles, Long Beach, and Oakland collectively accounted for over 34% of all United States international container trade.⁶ The Ports of Los Angeles and Long Beach alone generate about 35,000 container truck trips every day.⁷ Accordingly, the South Coast Air Basin now contains approximately 3,000 warehouses of over 100,000 square feet each, with a total warehouse capacity of approximately 700 million square feet, an increase of 20 percent over the last five years.⁸ This trend has only accelerated, with e-commerce growing to

¹ <https://oag.ca.gov/environment/justice>.

² <https://oag.ca.gov/environment/ceqa>; *People of the State of California v. City of Fontana* (Super. Ct. San Bernardino County, No. CIVSB2121829); *South Central Neighbors United et al. v. City of Fresno et al.* (Super. Ct. Fresno County, No. 18CECG00690).

³ This September 2022 version revises and replaces the prior March 2021 version of this document.

⁴ Anyone reviewing this document to determine CEQA compliance responsibilities should consult their own attorney for legal advice.

⁵ As used in this document, "warehouse" or "logistics facility" is defined as a facility consisting of one or more buildings that stores cargo, goods, or products on a short- or long-term basis for later distribution to businesses and/or retail customers.

⁶ Data from the Bureau of Transportation Statistics, Container TEUs (Twenty-foot Equivalent Units) (2020), <https://data.bts.gov/stories/s/Container-TEU/x3fb-aeda/> (Ports of Los Angeles, Long Beach, and Oakland combined for 14.157 million TEUs, 34% of 41.24 million TEUs total nationwide) (last accessed September 18, 2022).

⁷ U.S. Dept. of Transportation, Federal Highway Administration, *FHWA Operations Support – Port Peak Pricing Program Evaluation* (2020), available at <https://ops.fhwa.dot.gov/publications/fhwahop09014/sect2.htm> (last accessed September 18, 2022).

⁸ South Coast Air Qual. Mgmt. Dist., *Final Socioeconomic Assessment for Proposed Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program and Proposed Rule 316 – Fees for Rule 2305*, at 7-8, 41 (May 2021).

13% of all retail sales and 2021 being a second consecutive record year for new warehouse space leased.⁹ The latest data and forecasts predict that the next wave of warehouse development will be in the Central Valley.¹⁰

When done properly, these activities can contribute to the economy and consumer welfare. However, imprudent warehouse development can harm local communities and the environment. Among other pollutants, diesel trucks visiting warehouses emit nitrogen oxide (NO_x)—a primary precursor to smog formation and a significant factor in the development of respiratory problems like asthma, bronchitis, and lung irritation—and diesel particulate matter (a subset of fine particular matter that is smaller than 2.5 micrometers)—a contributor to cancer, heart disease, respiratory illnesses, and premature death.¹¹ Trucks and on-site loading activities can also be loud, bringing disruptive noise levels during 24/7 operation that can cause hearing damage after prolonged exposure.¹² The hundreds, and sometimes thousands, of daily truck and passenger car trips that warehouses generate contribute to traffic jams, deterioration of road surfaces, and traffic accidents.

These environmental impacts also tend to be concentrated in neighborhoods already suffering from disproportionate health impacts and systemic vulnerability. For example, a comprehensive study by the South Coast Air Quality Management District found that communities located near large warehouses scored far higher on California’s environmental justice screening tool, which measures overall pollution and demographic vulnerability.¹³ That

⁹ U.S. Census Bureau News, Quarterly Retail E-Commerce Sales 4th Quarter 2021 (February 22, 2022), https://www.census.gov/retail/mrts/www/data/pdf/ec_current.pdf (last accessed September 18, 2022); CBRE Research, *2022 North America Industrial Big Box Report: Review and Outlook*, at 2-3 (March 2022), available at <https://www.cbre.com/insights/reports/2022-north-america-industrial-big-box#download-report> (last accessed September 18, 2022).

¹⁰ CBRE Research, *supra* note 9, at 4, 36; New York Times, *Warehouses Are Headed to the Central Valley, Too* (Jul. 22, 2020), available at <https://www.nytimes.com/2020/07/22/us/coronavirus-ca-warehouse-workers.html>.

¹¹ California Air Resources Board, Nitrogen Dioxide & Health, <https://ww2.arb.ca.gov/resources/nitrogen-dioxide-and-health> (last accessed September 18, 2022) (NO_x); California Air Resources Board, Summary: Diesel Particulate Matter Health Impacts, <https://ww2.arb.ca.gov/resources/summary-diesel-particulate-matter-health-impacts> (last accessed September 18, 2022); Office of Environmental Health Hazard Assessment and American Lung Association of California, Health Effects of Diesel Exhaust, <https://oehha.ca.gov/media/downloads/calenviroscreen/indicators/diesel4-02.pdf> (last accessed September 18, 2022) (DPM).

¹² Noise Sources and Their Effects, <https://www.chem.purdue.edu/chemsafety/Training/PPETrain/dblevels.htm> (last accessed September 18, 2022) (a diesel truck moving 40 miles per hour, 50 feet away, produces 84 decibels of sound).

¹³ South Coast Air Quality Management District, “Final Socioeconomic Assessment for Proposed Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program and Proposed Rule 316 – Fees for Rule 2305” (May 2021), at 4-5.

study concluded that, compared to the South Coast Air Basin averages, communities in the South Coast Air Basin near large warehouses had a substantially higher proportion of people of color; were exposed to more diesel particulate matter; had higher rates of asthma, cardiovascular disease, and low birth weights; and had higher poverty and unemployment rates.¹⁴ Each area has its own unique history, but many of these impacts and vulnerabilities reflect historic redlining practices in these communities, which devalued land and concentrated poverty, racial outgroups, and pollution into designated areas.¹⁵

II. Proactive Planning: General Plans, Local Ordinances, and Good Neighbor Policies

To systematically guide warehouse development, we encourage local governing bodies to proactively plan for logistics projects in their jurisdictions. Proactive planning allows jurisdictions to prevent land use conflicts before they materialize and direct sustainable development. Benefits also include providing a predictable business environment, protecting residents from environmental harm, and setting consistent expectations jurisdiction-wide.

Proactive planning can take many forms. Land use designation and zoning decisions should channel development into appropriate areas. For example, establishing industrial districts near major highway and rail corridors but away from sensitive receptors¹⁶ can help attract investment while avoiding conflicts between warehouse facilities and residential communities. Transition zones with lighter industrial and commercial land uses may also help minimize conflicts between residential and industrial uses.

In addition, general plan policies, local ordinances, and good neighbor policies should set minimum standards for logistics projects. General plan policies can be incorporated into existing economic development, land use, circulation, or other related general plan elements. Many jurisdictions alternatively choose to consolidate policies in a separate environmental justice element. Adopting general plan policies to guide warehouse development may also help

¹⁴ *Id.* at 5-7.

¹⁵ Beginning in the 1930s, federal housing policy directed investment away from Black, immigrant, and working-class communities by color-coding neighborhoods according to the purported “riskiness” of loaning to their residents. In California cities where such “redlining” maps were drawn, nearly all of the communities where warehouses are now concentrated were formerly coded “red,” signifying the least desirable areas where investment was to be avoided. See University of Richmond Digital Scholarship Lab, Mapping Inequality, <https://dsl.richmond.edu/panorama/redlining/#loc=12/33.748/-118.272&city=los-angeles-ca> (Los Angeles), <https://dsl.richmond.edu/panorama/redlining/#loc=13/32.685/-117.132&city=san-diego-ca> (San Diego), <https://dsl.richmond.edu/panorama/redlining/#loc=11/37.81/-122.38&city=oakland-ca> (Oakland), <https://dsl.richmond.edu/panorama/redlining/#loc=13/37.956/-121.326&city=stockton-ca> (Stockton), <https://dsl.richmond.edu/panorama/redlining/#loc=12/36.751/-119.86&city=fresno-ca> (Fresno) (all last accessed September 18, 2022).

¹⁶ In this document, “sensitive receptors” refers to residences, schools, public recreation facilities, health care facilities, places of worship, daycare facilities, community centers, or incarceration facilities.

jurisdictions comply with their obligations under SB 1000, which requires local government general plans to identify objectives and policies to reduce health risks in disadvantaged communities, promote civil engagement in the public decision making process, and prioritize improvements and programs that address the needs of disadvantaged communities.¹⁷

Local ordinances and good neighbor policies that set development standards for all warehouses in the jurisdiction are a critical and increasingly common tool that serve several goals. When well-designed, these ordinances direct investment to local improvements, provide predictability for developers, conserve government resources by streamlining project review processes, and reduce the environmental impacts of industrial development. While many jurisdictions have adopted warehouse-specific development standards, an ordinance in the City of Fontana provides an example to review and build upon.¹⁸ Good neighbor policies in Riverside County and by the Western Riverside Council of Government include additional measures worth consideration.¹⁹

The Bureau encourages jurisdictions to adopt their own local ordinances that combine the strongest policies from those models with measures discussed in the remainder of this document.

III. Community Engagement

Early and consistent community engagement is central to establishing good relationships between communities, lead agencies, and warehouse developers and tenants. Robust community engagement can give lead agencies access to community residents' on-the-ground knowledge and information about their concerns, build community support for projects, and develop creative solutions to ensure new logistics facilities are mutually beneficial. Examples of best practices for community engagement include:

- Holding a series of community meetings at times and locations convenient to members of the affected community and incorporating suggestions into the project design.
- Posting information in hard copy in public gathering spaces and on a website about the project. The information should include a complete, accurate project description, maps and drawings of the project design, and information about how the public can provide input and be involved in the project approval process. The

¹⁷ For more information about SB 1000, see <https://oag.ca.gov/environment/sb1000>.

¹⁸ <https://oag.ca.gov/system/files/attachments/press-docs/Final%20Signed%20Fontana%20Ordinance.pdf> (last accessed September 18, 2022).

¹⁹ For example, the Riverside County policy requires community benefits agreements and supplemental funding contributions toward additional pollution offsets, and the Western Riverside Council of Governments policy sets a minimum buffer zone of 300 meters between warehouses and sensitive receptors. <https://www.rivcocob.org/wp-content/uploads/2020/01/Good-Neighbor-Policy-F-3-Final-Adopted.pdf> (last accessed September 18, 2022) (Riverside County); <http://www.wrcog.cog.ca.us/DocumentCenter/View/318/Good-Neighbor-Guidelines-for-Siting-Warehouse-Distribution-Facilities-PDF?bidId=> (last accessed September 18, 2022) (Western Riverside Council of Governments).

information should be in a format that is easy to navigate and understand for members of the affected community.

- Providing notice by mail to residents and schools within a certain radius of the project and along transportation corridors to be used by vehicles visiting the project, and by posting a prominent sign on the project site. The notice should include a brief project description and directions for accessing complete information about the project and for providing input on the project.
- Providing translation or interpretation in residents' native language, where appropriate.
- For public meetings broadcast online or otherwise held remotely, providing for access and public comment by telephone and supplying instructions for access and public comment with ample lead time prior to the meeting.
- Partnering with local community-based organizations to solicit feedback, leverage local networks, co-host meetings, and build support.
- Considering adoption of a community benefits agreement, negotiated with input from affected residents and businesses, by which the developer provides benefits to the affected community.
- Creating a community advisory board made up of local residents to review and provide feedback on project proposals in early planning stages.
- Identifying a person to act as a community liaison concerning on-site construction activity and operations, and providing contact information for the community liaison to the surrounding community.
- Requiring signage in public view at warehouse facilities with contact information for a local designated representative for the facility operator who can receive community complaints, and requiring any complaints to be answered by the facility operator within 48 hours of receipt.

IV. Warehouse Siting and Design Considerations

The most important consideration when planning a logistics facility is its location. Warehouses located in residential neighborhoods or near sensitive receptors expose community residents and those using or visiting sensitive receptor sites to the air pollution, noise, traffic, and other environmental impacts they generate. Therefore, placing facilities away from sensitive receptors significantly reduces their environmental and quality of life harms on local communities. The suggested best practices for siting and design of warehouse facilities does not relieve lead agencies' responsibility under CEQA to conduct a project-specific analysis of the project's impacts and evaluation of feasible mitigation measures and alternatives; lead agencies' incorporation of the best practices must be part of the impact, mitigation and alternatives analyses to meet the requirements of CEQA. Examples of best practices when siting and designing warehouse facilities include:

- Per California Air Resources Board (CARB) guidance, siting warehouse facilities so that their property lines are at least 1,000 feet from the property lines of the nearest sensitive receptors.²⁰
- Providing adequate amounts of on-site parking to prevent trucks and other vehicles from parking or idling on public streets and to reduce demand for off-site truck yards.
- Establishing setbacks from the property line of the nearest sensitive receptor to warehouse dock doors, loading areas, and truck drive aisles, and locating warehouse dock doors, loading areas, and truck drive aisles on the opposite side of the building from the nearest sensitive receptors—e.g., placing dock doors on the north side of the facility if sensitive receptors are near the south side of the facility.
- Placing facility entry and exit points from the public street away from sensitive receptors—e.g., placing these points on the north side of the facility if sensitive receptors are adjacent to the south side of the facility.
- Ensuring heavy duty trucks abide by the on-site circulation plans by constructing physical barriers to block those trucks from using areas of the project site restricted to light duty vehicles or emergency vehicles only.
- Preventing truck queuing spillover onto surrounding streets by positioning entry gates after a minimum of 140 feet of space for queuing, and increasing the distance by 70 feet for every 20 loading docks beyond 50 docks.
- Locating facility entry and exit points on streets of higher commercial classification that are designed to accommodate heavy duty truck usage.
- Screening the warehouse site perimeter and onsite areas with significant truck traffic (e.g., dock doors and drive aisles) by creating physical, structural, and/or vegetative buffers that prevent or substantially reduce pollutant and noise dispersion from the facility to sensitive receptors.
- Planting exclusively 36-inch box evergreen trees to ensure faster maturity and four-season foliage.
- Requiring all property owners and successors in interest to maintain onsite trees and vegetation for the duration of ownership, including replacing any dead or unhealthy trees and vegetation.
- Posting signs clearly showing the designated entry and exit points from the public street for trucks and service vehicles.
- Including signs and drive aisle pavement markings that clearly identify onsite circulation patterns to minimize unnecessary onsite vehicle travel.
- Posting signs indicating that all parking and maintenance of trucks must be conducted within designated on-site areas and not within the surrounding community or public streets.

²⁰ CARB, Air Quality and Land Use Handbook: A Community Health Perspective (April 2005), at ES-1. CARB staff has released draft updates to this siting and design guidance which suggests a greater distance may be warranted in some scenarios. CARB, Concept Paper for the Freight Handbook (December 2019), available at https://ww2.arb.ca.gov/sites/default/files/2020-03/2019.12.12%20-%20Concept%20Paper%20for%20the%20Freight%20Handbook_1.pdf (last accessed September 18, 2022).

V. Air Quality and Greenhouse Gas Emissions Analysis and Mitigation

Emissions of air pollutants and greenhouse gases are often among the most substantial environmental impacts from new warehouse facilities. CEQA compliance demands a proper accounting of the full air quality and greenhouse gas impacts of logistics facilities and adoption of all feasible mitigation of significant impacts. Although efforts by CARB and other authorities to regulate the heavy-duty truck and off-road diesel fleets have made excellent progress in reducing the air quality impacts of logistics facilities, the opportunity remains for local jurisdictions to further mitigate these impacts at the project level. Lead agencies and developers should also consider designing projects with their long-term viability in mind. Constructing the necessary infrastructure to prepare for the zero-emission future of goods movement not only reduces a facility's emissions and local impact now, but it can also save money as demand for zero-emission infrastructure grows. In planning new logistics facilities, the Bureau strongly encourages developers to consider the local, statewide, and global impacts of their projects' emissions.

Examples of best practices when studying air quality and greenhouse gas impacts include:

- Fully analyzing all reasonably foreseeable project impacts, including cumulative impacts. In general, new warehouse developments are not ministerial under CEQA because they involve public officials' personal judgment as to the wisdom or manner of carrying out the project, even when warehouses are permitted by a site's applicable zoning and/or general plan land use designation.²¹
- When analyzing cumulative impacts, thoroughly considering the project's incremental impact in combination with past, present, and reasonably foreseeable future projects, even if the project's individual impacts alone do not exceed the applicable significance thresholds.
- Preparing a quantitative air quality study in accordance with local air district guidelines.
- Preparing a quantitative health risk assessment in accordance with California Office of Environmental Health Hazard Assessment and local air district guidelines.
- Refraining from labeling compliance with CARB or air district regulations as a mitigation measure—compliance with applicable regulations is required regardless of CEQA.
- Disclosing air pollution from the entire expected length of truck trips. CEQA requires full public disclosure of a project's anticipated truck trips, which entails calculating truck trip length based on likely truck trip destinations, rather than the distance from the facility to the edge of the air basin, local jurisdiction, or other truncated endpoint. All air pollution associated with the project must be considered, regardless of where those impacts occur.

²¹ CEQA Guidelines § 15369.

- Accounting for all reasonably foreseeable greenhouse gas emissions from the project, without discounting projected emissions based on participation in California's Cap-and-Trade Program.

Examples of measures to mitigate air quality and greenhouse gas impacts from construction are below. To ensure mitigation measures are enforceable and effective, they should be imposed as permit conditions on the project where applicable.

- Requiring off-road construction equipment to be hybrid electric-diesel or zero-emission, where available, and all diesel-fueled off-road construction equipment to be equipped with CARB Tier IV-compliant engines or better, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.
- Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.
- Using electric-powered hand tools, forklifts, and pressure washers, and providing electrical hook ups to the power grid rather than use of diesel-fueled generators to supply their power.
- Designating an area in the construction site where electric-powered construction vehicles and equipment can charge.
- Limiting the amount of daily grading disturbance area.
- Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.
- Forbidding idling of heavy equipment for more than three minutes.
- Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.
- Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.
- Using paints, architectural coatings, and industrial maintenance coatings that have volatile organic compound levels of less than 10 g/L.
- Providing information on transit and ridesharing programs and services to construction employees.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.

Examples of measures to mitigate air quality and greenhouse gas impacts from operation include:

- Requiring all heavy-duty vehicles engaged in drayage²² to or from the project site to be zero-emission beginning in 2030.

²² "Drayage" refers generally to transport of cargo to or from a seaport or intermodal railyard.

- Requiring all on-site motorized operational equipment, such as forklifts and yard trucks, to be zero-emission with the necessary charging or fueling stations provided.
- Requiring tenants to use zero-emission light- and medium-duty vehicles as part of business operations.
- Forbidding trucks from idling for more than three minutes and requiring operators to turn off engines when not in use.
- Posting both interior- and exterior-facing signs, including signs directed at all dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, the local air district, and the building manager.
- Installing solar photovoltaic systems on the project site of a specified electrical generation capacity that is equal to or greater than the building's projected energy needs, including all electrical chargers.
- Designing all project building roofs to accommodate the maximum future coverage of solar panels and installing the maximum solar power generation capacity feasible.
- Constructing zero-emission truck charging/fueling stations proportional to the number of dock doors at the project.
- Running conduit to designated locations for future electric truck charging stations.
- Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide refrigerated warehouse space, constructing electric plugs for electric transport refrigeration units at every dock door and requiring truck operators with transport refrigeration units to use the electric plugs when at loading docks.
- Oversizing electrical rooms by 25 percent or providing a secondary electrical room to accommodate future expansion of electric vehicle charging capability.
- Constructing and maintaining electric light-duty vehicle charging stations proportional to the number of employee parking spaces (for example, requiring at least 10% of all employee parking spaces to be equipped with electric vehicle charging stations of at least Level 2 charging performance)
- Running conduit to an additional proportion of employee parking spaces for a future increase in the number of electric light-duty charging stations.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, air filtration systems at sensitive receptors within a certain radius of facility for the life of the project.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.
- Requiring all stand-by emergency generators to be powered by a non-diesel fuel.
- Requiring facility operators to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of

trucks.

- Requiring operators to establish and promote a rideshare program that discourages single-occupancy vehicle trips and provides financial incentives for alternate modes of transportation, including carpooling, public transit, and biking.
- Meeting CalGreen Tier 2 green building standards, including all provisions related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking.
- Designing to LEED green building certification standards.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations.
- Posting signs at every truck exit driveway providing directional information to the truck route.
- Improving and maintaining vegetation and tree canopy for residents in and around the project area.
- Requiring that every tenant train its staff in charge of keeping vehicle records in diesel technologies and compliance with CARB regulations, by attending CARB-approved courses. Also require facility operators to maintain records on-site demonstrating compliance and make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring tenants to enroll in the United States Environmental Protection Agency's SmartWay program, and requiring tenants who own, operate, or hire trucking carriers with more than 100 trucks to use carriers that are SmartWay carriers.
- Providing tenants with information on incentive programs, such as the Carl Moyer Program and Voucher Incentive Program, to upgrade their fleets.

VI. Noise Impacts Analysis and Mitigation

The noise associated with logistics facilities can be among their most intrusive impacts to nearby sensitive receptors. Various sources, such as unloading activity, diesel truck movement, and rooftop air conditioning units, can contribute substantial noise pollution. These impacts are exacerbated by logistics facilities' typical 24-hour, seven-days-per-week operation. Construction noise is often even greater than operational noise, so if a project site is near sensitive receptors, developers and lead agencies should adopt measures to reduce the noise generated by both construction and operation activities.

Examples of best practices when studying noise impacts include:

- Preparing a noise impact analysis that considers all reasonably foreseeable project noise impacts, including to nearby sensitive receptors. All reasonably foreseeable project noise impacts encompasses noise from both construction and operations, including stationary, on-site, and off-site noise sources.
- Adopting a lower significance threshold for incremental noise increases when baseline noise already exceeds total noise significance thresholds, to account for the cumulative impact of additional noise and the fact that, as noise moves up the decibel scale, each decibel increase is a progressively greater increase in sound

pressure than the last. For example, 70 dBA is ten times more sound pressure than 60 dBA.

- Disclosing and considering the significance of short-term noise levels associated with all aspects of project operation (i.e. both on-site noise generation and off-site truck noise). Considering only average noise levels may mask noise impacts sensitive receptors would consider significant—for example, the repeated but short-lived passing of individual trucks or loading activities at night.

Examples of measures to mitigate noise impacts include:

- Constructing physical, structural, or vegetative noise barriers on and/or off the project site.
- Planning and enforcing truck routes that avoid passing sensitive receptors.
- Locating or parking all stationary construction equipment as far from sensitive receptors as possible, and directing emitted noise away from sensitive receptors.
- Verifying that construction equipment has properly operating and maintained mufflers.
- Requiring all combustion-powered construction equipment to be surrounded by a noise protection barrier
- Limiting operation hours to daytime hours on weekdays.
- Paving roads where truck traffic is anticipated with low noise asphalt.
- Orienting any public address systems onsite away from sensitive receptors and setting system volume at a level not readily audible past the property line.

VII. Traffic Impacts Analysis and Mitigation

Warehouse facilities inevitably bring truck and passenger car traffic. Truck traffic can present substantial safety issues. Collisions with heavy-duty trucks are especially dangerous for passenger cars, motorcycles, bicycles, and pedestrians. These concerns can be even greater if truck traffic passes through residential areas, school zones, or other places where pedestrians are common and extra caution is warranted.

Examples of measures to mitigate traffic impacts include:

- Designing, clearly marking, and enforcing truck routes that keep trucks out of residential neighborhoods and away from other sensitive receptors.
- Installing signs in residential areas noting that truck and employee parking is prohibited.
- Requiring preparation and approval of a truck routing plan describing the facility's hours of operation, types of items to be stored, and truck routing to and from the facility to designated truck routes that avoids passing sensitive receptors. The plan should include measures for preventing truck queuing, circling, stopping, and parking on public streets, such as signage, pavement markings, and queuing analysis and enforcement. The plan should hold facility operators responsible for violations of the truck routing plan, and a revised plan should be required from any new tenant that occupies the property before a business license

is issued. The approving agency should retain discretion to determine if changes to the plan are necessary, including any additional measures to alleviate truck routing and parking issues that may arise during the life of the facility.

- Constructing new or improved transit stops, sidewalks, bicycle lanes, and crosswalks, with special attention to ensuring safe routes to schools.
- Consulting with the local public transit agency and securing increased public transit service to the project area.
- Designating areas for employee pickup and drop-off.
- Implementing traffic control and safety measures, such as speed bumps, speed limits, or new traffic signs or signals.
- Placing facility entry and exit points on major streets that do not have adjacent sensitive receptors.
- Restricting the turns trucks can make entering and exiting the facility to route trucks away from sensitive receptors.
- Constructing roadway improvements to improve traffic flow.
- Preparing a construction traffic control plan prior to grading, detailing the locations of equipment staging areas, material stockpiles, proposed road closures, and hours of construction operations, and designing the plan to minimize impacts to roads frequented by passenger cars, pedestrians, bicyclists, and other non-truck traffic.

VIII. Other Significant Environmental Impacts Analysis and Mitigation

Warehouse projects may result in significant environmental impacts to other resources, such as to aesthetics, cultural resources, energy, geology, or hazardous materials. All significant adverse environmental impacts must be evaluated, disclosed and mitigated to the extent feasible under CEQA. Examples of best practices and mitigation measures to reduce environmental impacts that do not fall under any of the above categories include:

- Appointing a compliance officer who is responsible for implementing all mitigation measures, and providing contact information for the compliance officer to the lead agency, to be updated annually.
- Creating a fund to mitigate impacts on affected residents, schools, places of worship, and other community institutions by retrofitting their property. For example, retaining a contractor to retrofit/install HVAC and/or air filtration systems, doors, dual-paned windows, and sound- and vibration-deadening insulation and curtains.
- Sweeping surrounding streets on a daily basis during construction to remove any construction-related debris and dirt.
- Directing all lighting at the facility into the interior of the site.
- Using full cut-off light shields and/or anti-glare lighting.
- Requiring submission of a property maintenance program for agency review and approval providing for the regular maintenance of all building structures, landscaping, and paved surfaces.
- Using cool pavement to reduce heat island effects.

- Planting trees in parking areas to provide at least 35% shade cover of parking areas within fifteen years to reduce heat island impacts.
- Using light colored roofing materials with a solar reflective index of 78 or greater.
- Including on-site amenities, such as a truck operator lounge with restrooms, vending machines, and air conditioning, to reduce the need for truck operators to idle or travel offsite.
- Designing skylights to provide natural light to interior worker areas.
- Installing climate control and air filtration in the warehouse facility to promote worker well-being.

IX. Conclusion

California's world-class economy, ports, and transportation network position it at the center of the e-commerce and logistics industry boom. At the same time, California is a global leader in environmental protection and environmentally just development. The guidance in this document furthers these dual strengths, ensuring that all can access the benefits of economic development. The Bureau will continue to monitor proposed projects for compliance with CEQA and other laws. Lead agencies, developers, community advocates, and other interested parties should feel free to reach out to us as they consider how to guide warehouse development in their area.

Please do not hesitate to contact the Environmental Justice Bureau at ej@doj.ca.gov if you have any questions.

EXHIBIT D



1331 N. California Blvd.
Suite 600
Walnut Creek, CA 94596

T 925 935 9400
F 925 933 4126
www.mslegal.com

Arthur F. Coon
Direct Dial: 925 941 3233
arthur.coon@msrlegal.com

October 3, 2022

VIA E-MAIL

Mr. Cyrus Abhar
City Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Email: cabhar@cityofranchocordova.org

Re: Dermody Industrial Properties – Appropriate Scope of CEQA Review for the Mather Blvd. Design Review Project

Dear Mr. Abhar:

As you know, this firm represents Dermody Properties in connection with its design review application for an approximately 155,077 square foot logistics center on a site located within the Zinfandel Special Planning Area ("ZSPA"), northwest of the intersection at North Mather Boulevard and Bear Hollow Drive ("Design Review Project"). As you are also well aware, the Design Review Project now before the City is fully consistent with the type, density and intensity of land use and development contemplated and authorized in the ZSPA planning document, and a Final Environmental Impact Report has been certified by the lead agency pursuant to CEQA that fully analyzed potential environmental impacts resulting from development within the ZSPA ("ZSPA FEIR").

The Design Review Project requires the City's approval of a "Major Design Review" application; therefore, given the limited scope and type of discretionary authority that the City is authorized to exercise at this stage of development under its local design review ordinance, we concur with the City's determination that the Design Review Project qualifies for a streamlining exemption under CEQA Guidelines Section 15183.

We write to further augment the administrative record with respect to the appropriate scope of City's environmental review of the Design Review Project under the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*) and the CEQA Guidelines (CCR, Tit. 14, Div. 6, Chap. 3) (collectively, "CEQA"), which is strictly limited under the law to those design-related environmental effects that the City is authorized by its ordinance to address during its Major Design Review process. Here, the City's Major Design Review process expressly limits the City's

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discretion to deny or condition approval of the Design Review Project based solely on the effects of its *design* components, not other effects of the previously authorized uses and density and intensity of those uses at the site. In other words, the City is not at liberty to use its limited design review authority to revisit environmental issues previously analyzed and laid to rest by the prior certified ZSPA EIR.

Accordingly, it is entirely appropriate – and, indeed, to the extent that the City conducts any further CEQA review, legally required – for the City to apply CEQA Guidelines section 15183, which provides for a partial exemption and streamlined CEQA review of the Design Review Project. As explained in more detail below, and just as it has done for other similar recent design review projects, the City's determination to rely upon Section 15183 for the Design Review Project is proper under the law, and furthermore any analysis conducted thereunder must be limited to any potential design-related effects peculiar to the Design Review Project that were not studied or analyzed in the ZSPA EIR.

I. For CEQA Purposes, The City May Only Analyze Those Potential Impacts Which It Has Authority And Discretion Under Its Design Review Ordinance To Meaningfully Address.

CEQA review is only triggered for “discretionary” projects, which are those that require a local agency to exercise meaningful judgment or deliberation in deciding whether or how to approve a proposed activity. The “touchstone” in determining whether a project is discretionary for CEQA purposes is “whether the approval process involved allows the government to shape the project in any way” which could meaningfully respond to environmental concerns recognized by CEQA. (CEQA Guidelines, § 15357; *McCorkle Eastside Neighborhood Group v. City of St. Helena* (2018) 31 Cal.App.5th 80; *Friends of Juana Briones House v. City of Palo Alto* (2010) 190 Cal.App.4th 286.) “CEQA does not apply to an agency decision simply because the agency may exercise some discretion in approving the project or undertaking. Instead [,] to trigger CEQA compliance the discretion must be of a certain kind; it must provide the agency with the ability and authority to mitigate... environmental damage to some degree.” (*Sierra Club v. County of Sonoma* (2017) 11 Cal.App.5th 11, 23, quoting *San Diego Navy Broadway Complex Coalition v. City of San Diego* (2010) 185 Cal.App.4th 924, 934.) As our state Supreme Court recently stated, a project only requires CEQA review if the:

relevant approval process...allows the government to shape the project in any way by requiring modifications which could respond to any of the concerns which might be identified by environmental review.

(*Protecting Our Water and Environmental Resources v. County of Stanislaus* (2020) 10 Cal.5th 479, 493 (“POWER”); see also *Friends of Westwood, Inc. v. City of Los Angeles* (1987) 191 Cal.App.3d 259, 270 [CEQA review would be wasteful and meaningless exercise if decision maker lacks relevant discretion under applicable

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law to deny or shape project through conditions to address environmental concerns revealed by the review].)

Where CEQA-triggering discretion exists, the scope of environmental review is limited to analyzing those environmental impacts that a local agency may actually address in its approval process. (*McCorkle, supra*, 31 Cal.App.5th at 89-90.) As the court in *McCorkle* noted:

the [CEQA] Guidelines recognize that the application of CEQA to a local ordinance is dependent upon the scope and interpretation of the local ordinance, rather than vice versa.

(*Id.* at 92.)

With regard to design review approvals like the instant one, where a city's design review ordinance prevents it from disapproving or conditioning approval of a project for "non-design related reasons," it lacks discretion to address non-design related effects through CEQA. (*Id.*; see also *Friends of Davis v. City of Davis* (2000) 83 Cal.App.4th 1004, 1010-15.) Relatedly, it is fundamental that CEQA does not confer independent power or authority on an agency to impose mitigation requirements or conditions on a project approval. Rather, when acting to mitigate or avoid a project's significant effects on the environment, an agency may only exercise those express or implied powers provided by law other than CEQA, subject to the express or implied constraints or limitations of the other law. (Pub. Res. Code, § 21004; see, e.g., *Tiburon Open Space Committee v. County of Marin* (2022) 78 Cal.App.5th 700 [scope of agency's discretion, and hence scope of required CEQA review, is limited by constraints and obligations of other law].)

II. The City's Discretion Here Is Limited To Considering The Project's Design Components.

As is apparent from review of the above-cited authorities, determining the existence and scope of an agency's discretionary authority with respect to approval of a particular project requires careful analysis of the statute or ordinance authorizing and providing controls over the agency's action. (*Sierra Club v. Napa County Bd. of Sup'rs* (2012) 205 Cal.App.4th 162; *Sierra Club v. County of Sonoma, supra*, 11 Cal.App.5th 11.) Here, the City's review and approval of a Major Design Review application is governed by Chapter 23.141 of the City's Municipal Code, which limits the City's review of such applications to design-related issues.¹ For projects requiring it, the purpose of the City's design review process is to review "additional site and design considerations beyond conformance with minimum standards of the zoning code." The intent of design review is "to promote orderly and harmonious

¹ As will be discussed more fully in a letter sent by Miller Starr Regalia to the City under separate cover, the City's ability to exercise discretion is also governed and further constrained by the vested rights granted to Dermody under the Development Agreement.

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growth within the City.” (RCMC, § 23.141.010.) The City Council “may approve or approve with conditions” an application for major design review upon making the following findings:

- A. 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.
- B. 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.
- C. 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.
- D. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

(RCMC, § 23.141.070.)

The City’s ability to require modifications to project plans, or to condition approval of a Major Design Review application, is expressly limited to addressing a project’s design features:

The council may require modifications to plans in whole or in part and may condition the major design review application ***to ensure specific design features, construction materials, and conformance with all applicable [design review provisions].***

(RCMC, § 23.141.080, *emph. added.*)

Pursuant to the above provisions, the City’s Major Design Review approval provisions constrain the City’s discretion and authority, and preclude its ability to deny or condition the Design Review Project to address environmental effects that are not related to its design. The City therefore lacks discretion to consider or impose conditions addressing the Design Review Project’s potential non-design related impacts, such as, for example, those involving greenhouse gas emissions, transportation, biological resources, and/or air quality impacts. (See, e.g., *San Diego Navy Broadway Complex Coalition v. City of San Diego*, *supra*, 185 Cal.App.4th 924 [city’s approval of construction plans for waterfront development was ministerial where approval required only determination whether plans were

Cyrus Abhar, City Manager
 October 3, 2022
 Page 5

consistent with aesthetic criteria in urban design guidelines established in connection with redevelopment project reviewed and approved under earlier EIR; limited scope of city's discretion in reviewing plans for conformity to guidelines' aesthetic criteria did not give it ability to meaningfully respond to GHG and climate change impacts raised by project opponent]; *McCorkle, supra*, 31 Cal.App.5th at 94 [rejecting project opponent's argument "that because the City had discretion to conduct design review the entire project was discretionary and subject to CEQA"]; *Sierra Club v. County of Sonoma, supra*, 11 Cal.App.5th 11 [vineyard development permit was ministerial where applicable regulations conferred no meaningful discretion to mitigate environmental damage].)

III. To the Extent Limited CEQA Review Is Required Here, The Design Review Project Qualifies For A Guidelines Section 15183 Partial Exemption And Streamlined Review.

As noted above, to the extent that CEQA applies to the Design Review Project, it qualifies for a CEQA Guidelines Section 15183 partial exemption for projects that are consistent with the densities/intensities established by the existing zoning, community plan, or general plan. Because an EIR was prepared and certified by the lead agency in accordance with CEQA, which covered full development of the Project site with the type and intensity of uses authorized when it adopted the ZSPA, the City's additional CEQA review of the Design Review Project here must be narrowly limited to analysis of only the design review-related environmental effects of the Design Review Project (if any).

Moreover, any such CEQA review is further limited under Guidelines Section 15183 as follows:

- (1) to those environmental effects that the city determines are peculiar to the project and were not studied in the EIR for the zoning, community plan, or general plan;
- (2) to those environmental effects of the project that were not analyzed as significant effects in the EIR prepared for the general plan (or zoning action, or community plan);
- (3) to potentially significant off-site impacts and cumulative environmental impacts of the project which were not discussed in the prior EIR prepared for the general plan (or zoning action or community plan); or
- (4) to previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

Here, the Design Review Project involves a land use that the ZSPA permits by right at the proposed density and intensity (also fully consistent with the ZSPA) — and for

Cyrus Abhar, City Manager
 October 3, 2022
 Page 6

which Dermody has vested rights under the Development Agreement to proceed — and all environmental impacts of such use, density and intensity were fully disclosed, analyzed and mitigated as required under CEQA in the certified ZSPA FEIR. Thus, in addition to the legal limitations on the application and scope of CEQA inherent in the Major Design Review process itself, the application of a Guidelines Section 15183 exemption is also entirely appropriate and is exactly the CEQA compliance pathway that the City has followed for similar recent projects in the ZSPA.²

With regard to any potential design-related environmental effects peculiar to the Design Review Project, we note that the applicant has already prepared a thoughtful noise study to confirm that it would not have any new significant and/or peculiar noise impacts not already analyzed in the ZSPA FEIR. The Project will also be required to – and will – comply with all applicable mitigation measures under the ZSPA MMRP, which further ensures that the Design Review Project will not result in any peculiar or more severe impacts than already discussed in the ZSPA FEIR. Among other things, the MMRP includes measures to mitigate any potentially significant biological impacts, air quality impacts, water quality impacts, and noise impacts.

Finally, we note that following the preparation and certification of an EIR, CEQA places strict limitations on conducting subsequent CEQA review of a project (the conditions for which are not met here), and prescribes no “expiration date” for an EIR (or for any relevant type CEQA document, for that matter). (See Pub. Res. Code, § 21166 and CEQA Guidelines § 15162 [setting forth the limited situations where subsequent or supplemental review may be required after an EIR has been prepared]; see also *Latinos Unidos v. City of Napa* (2013) 221 Cal.App.4th 192 [upholding city’s reliance on decades-old general plan EIR when approving a new housing element and determining no new EIR was required]; *Committee for Re-Evaluation of T-Line Loop v. San Francisco Municipal Transportation Agency* (2016) 6 Cal.App.5th 1237, 1254 [16-year old EIR held adequate CEQA compliance for light rail line project]; *Snarled Traffic Obstructs Progress v. City and County of San Francisco* (1999) 74 Cal.App.4th 793 [nearly decade-old negative declaration held adequate CEQA compliance for parking structure project].)

In sum, here it is entirely appropriate to apply the Guidelines Section 15183 partial exemption and streamlined CEQA review to the Design Review Project based on

² Within the ZSPA, the Project site has a land use designation of Business and Professional Office where the proposed warehousing, delivery, and distribution type use *is permitted by right*, not requiring approval of a conditional use permit. (ZSPA, § 512-204 (D).) The Design Review Project at issue here has also been carefully designed so as to ensure that the height and size of the proposed building, setbacks, and site improvements are consistent with the development standards set forth in the ZSPA. (See, e.g., Development Agreement, at § 2.1; ZSPA, § 512-204 (D); 2003 Zoning Ordinance at § 230, Table IV.)

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Page 7

the extensive CEQA review already conducted in the certified ZSPA FEIR, which is now final, beyond legal challenge, and conclusively presumed to be adequate. To require any more extensive or repetitive review would violate fundamental principles of CEQA that seek to promote the finality of EIRs and avoid and prohibit meaningless, duplicative, wasteful, and/or unnecessary environmental review.

Your anticipated attention to the above information is greatly appreciated, and we hope it is helpful to you. Should you have any questions regarding the foregoing, please do not hesitate to contact the undersigned directly.

Very truly yours,

MILLER STARR REGALIA



Arthur F. Coon

AFC:tzk/klw

cc: Adam Lindgren, Esq., City Attorney, alindgren@cityoffranchocordova.org
Elizabeth Sparkman, Community Development Director,
esparkman@cityoffranchocordova.org
George Condon, Dermody Properties, gcondon@dermody.com
Lucy Crocker, Lucy & Company, Lucy@lucycompanypr.com
Michelle Smira, MMS Strategies, michelle@mmsstrategies.com
Nadia L. Costa, Esq., Miller Starr Regalia, Nadia.Costa@msrlegal.com
Travis A. Brooks, Esq., Miller Starr Regalia, Travis.Brooks@msrlegal.com

EXHIBIT E



555 Capitol Mall, Suite 1200
Sacramento, California 95814
tel (916) 556-1531
fax (916) 556-1516
www.meyersnave.com

Edward Grutzmacher
Attorney at Law
egrutzmacher@meyersnave.com

March 2, 2020

Michael R. Lozeau
Paige Fennie
Lozeau Drury LLP
1939 Harrison Street, Suite 150
Oakland, CA 94612

**Re: Project DD9903: GLP Stores, LLC Warehouse on APN 072-2860-033-0000
Request for Review under the California Environmental Quality Act ("CEQA")**

Dear Mr. Lozeau and Ms. Fennie:

The City of Rancho Cordova ("City") is in receipt of your letter dated February 18, 2020 concerning Project DD9903: GLP Stores, LLC Warehouse on APN 072-2860-033-0000 ("Project"). The City Attorney's Office has had the opportunity to review your letter and has the following responses to the allegations and assertions made therein.

In your letter, you claim that the City is in violation of the California Environmental Quality Act ("CEQA") for relying on CEQA Guidelines section 15183 to conclude that the Project is in compliance with the City's General Plan and no further environmental review is required. Your letter further asserts that the CEQA requires the City to examine the Project's potential impacts to human health from toxic air contaminants ("TAC"), (pp. 3-4), impacts from the Project's greenhouse gas emissions, (p. 4-5), the Project's consistency with the General Plan (p. 5-6), and the Project's impacts to biological resources, (p. 5-8).

The Project seeks Major Design Review approval for a 164,149 square-foot light industrial office warehouse and associated office space building that includes parking, lighting, and landscaping for the applicant GLP Stores, LLC. The Project is located within the Villages of Zinfandel Special Planning Area ("ZSPA"). 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. Under the City's General Plan and the ZSPA, the Project site has a designation of Light Industrial, which allows for limited industrial uses. Similarly, under the City's 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.

Michael R. Lozeau
March 2, 2020
Page 2

The Project site has 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).

The Project is a permitted use and does not require a conditional use permit. Rather, the Project requires only approval of Major Design Review. Pursuant to the City's Code, Chapter 23.141, the City Council "may approve or approve with conditions an application for major design review after finding all of the following"

"A. 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.

B. 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.

C. 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.

D. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation." (City Code, § 23.141.070.)

The City Council may only condition approval of a Major Design Review application "to ensure specific design features, construction materials, and conformance with all applicable provisions of this chapter." (City Code, § 23.141.080.)

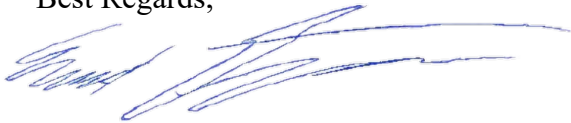
Michael R. Lozeau
 March 2, 2020
 Page 3

“A city is not, pursuant to general law, required to have a design review ordinance. Accordingly, where, as here, a city chooses to impose such an additional level of review, it is for the city to determine the scope that such review will entail.” (*Friends of Davis v. City of Davis* (2000) 83 Cal.App.4th 1004,1014 (“*Friends of Davis*”).) “The Guidelines recognize that the application of CEQA to a local ordinance is dependent upon the scope and interpretation of the local ordinance, rather than vice versa. ... The Guidelines note[d] that CEQA does not grant an agency new powers independent of the powers granted by other laws. (Guidelines, § 15040, subd. (a).) Rather, the exercise of an agency’s authority under a particular law must be within the scope of the agency’s authority provided by that law and must be consistent with express or implied limitations provided by other laws.” (*Id.* at pp. 1014–1015.) Where a city’s own ordinance prevents it from disapproving or conditioning a project “for non-design related matters,” it lacks “discretion to address environmental effects” and, thus, the city’s ability to apply CEQA review to a project is limited to design-related issues. (*McCorkle Eastside Neighborhood Group v. City of St. Helena* (2018) 31 Ca.App.5th 80, 91-95.)

Therefore, under CEQA, the City lacks the discretion under the Major Design Review approval process to consider environmental effects not related to the design of the Project, including, but not limited to human health impacts from TAC’s, greenhouse gas emissions, and impacts to biological resources. That said, pursuant to the General Plan and the ZSPA, the Project will be required to comply with the mitigation monitoring and reporting program for the ZSPA, which includes measures designed to mitigate the impacts from air pollutant emissions and impacts to biological resources in the area. Moreover, the Project has undertaken a trip generation analysis that concludes that the Project’s traffic trips are consistent with the analysis and findings of the ZSPA EIR. As such, no further CEQA review of this Project is required.

If you have any further questions regarding this Project, please do not hesitate to contact myself or the City.

Best Regards,



Edward Grutzmacher

cc (email only): Adam Lindgren
 Frank Splendorio
 Cyrus Abhar
 Darcy Goulart
 Stacy Leitner
 June Cowles

3489253.1

Logisticcenter at Rancho Cordova

PLND-1021-0015 Major Design Review

Nicholas Sosa, Associate Planner
Darcy Goulart, Planning Manager
January 17, 2023

a fresh take.
RANCHO CORDOVA
CALIFORNIA

CityOfRanchoCordova.org

Purpose of Tonight's Meeting

- Receive a presentation from staff and the project applicant on what has occurred since the December 5th City Council meeting.
- Direct staff to return at a later City Council meeting with final action documents or direct the applicant to make additional modifications to the proposed project.

Updates Since December 5th City Council Meeting

- Applicant has provided additional renderings from Queens Arbor and Portico Circle.
- Applicant has modified their elevations to provide additional architectural elements to be more consistent with an office appearance.

Logisticcenter Project Location



Applicants Presentation

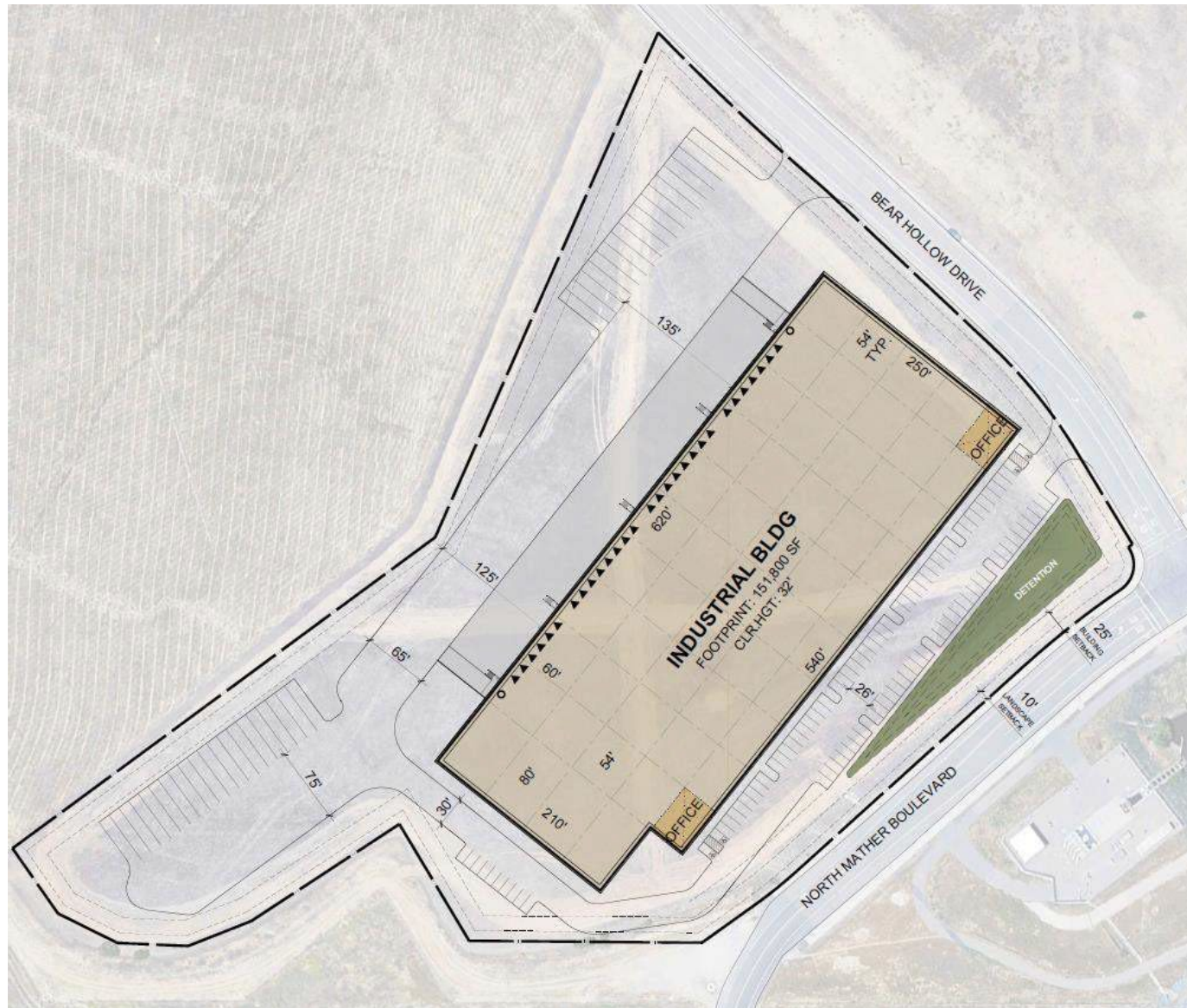


Business Park at Rancho Cordova

Final City Council Presentation

January 17, 2023

Original Site Plan



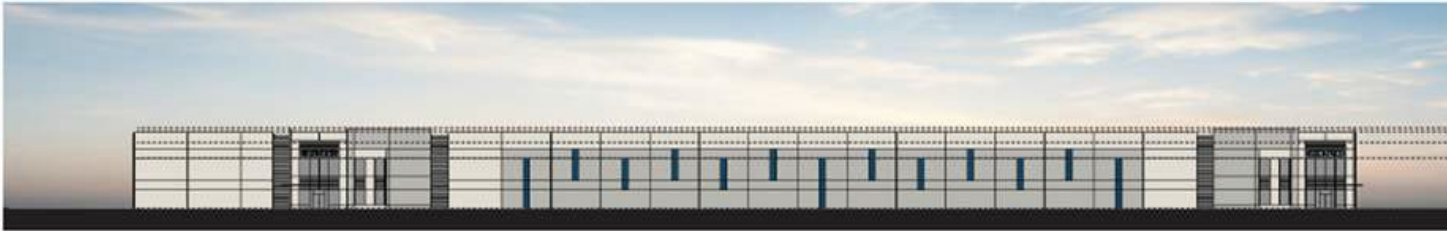
Updated Site Plan



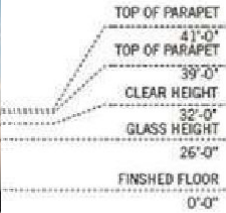
Original Bear Hollow Drive Rendering



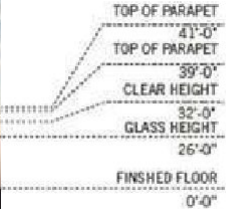
Original Elevations



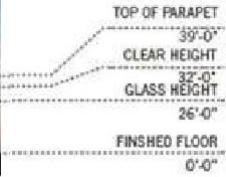
EAST ELEVATION



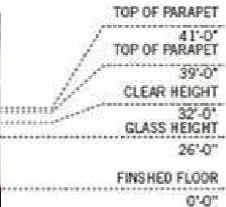
NORTH ELEVATION



WEST ELEVATION



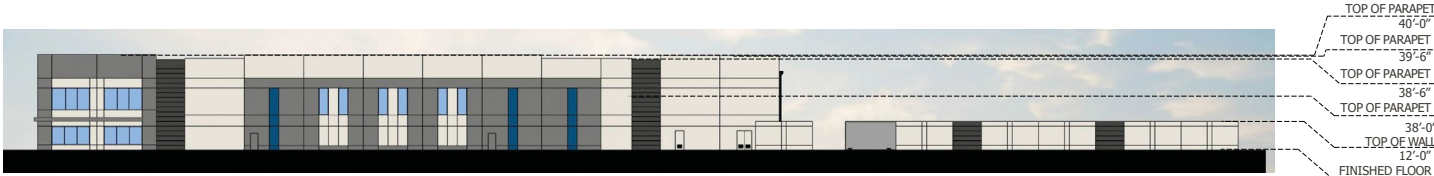
SOUTH ELEVATION



Current Elevations



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



1 SHERWIN WILLIAMS SW 7009
PEARLY WHITE



2 SHERWIN WILLIAMS SW 2849
WESTCHESTER GRAY



3 SHERWIN WILLIAMS SW 7069
IRON ORE



4 SHERWIN WILLIAMS SW 6804
DIGNITY BLUE

View from Queens Arbor at elementary school



ITEM 18.1.

View from Portico Circle along vacant site

ATTACHMENT 8



Original Corner Rendering





Final Corner Rendering



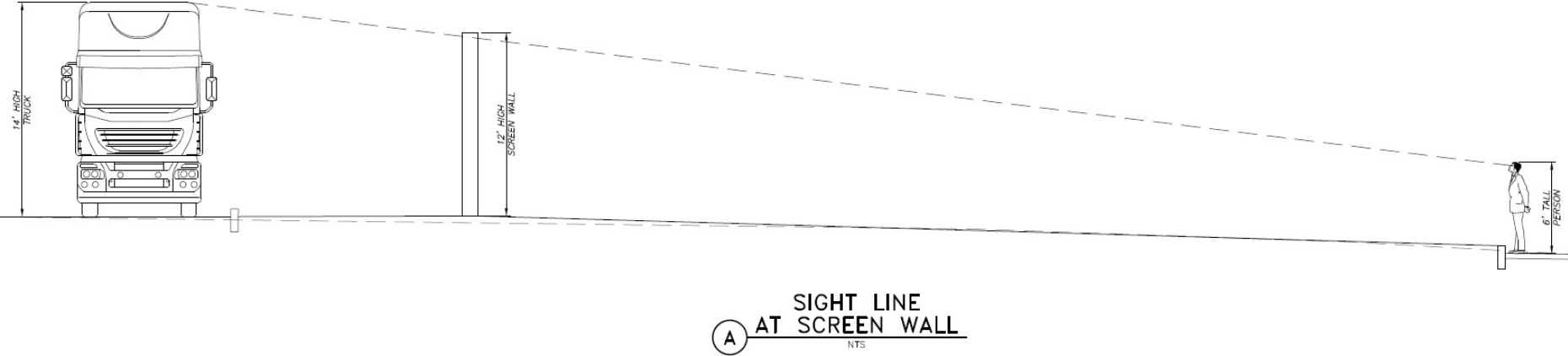
Revised Bear Hollow Rendering



Final Bear Hollow Drive Rendering



Bear Hollow Drive



Final Bear Hollow Drive Rendering Pedestrian Approach



ITEM 18.1 Previous Landscaping Plan



ATTACHMENT 8 Current Landscaping Plan



First Submittal

Box Size	Number of trees	Diameter of all trees combined
24	157	3768
36	0	0
48	30	1440
	187	5208

Final Submittal

Box Size	Number of trees	Diameter of all trees combined	% Increase
24	141	3384	-10%
36	28	1008	
48	36	1728	20%
	205	6120	18%

6350 Sky Creek Road



6003 88th Street





4525 W. Elkhorn Boulevard



5849 88th Street





Project CEQA

- The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning.
- The proposed project has been reviewed and determined to be in conformity with what was reviewed in the original EIR for the Zinfandel Special Planning Area and no further CEQA review is required.

Council Action

1. Direct staff to return at a later City Council meeting with final action documents; or
2. Direct the applicant to make additional modifications to the proposed project.

THANK YOU

Questions?



MEMORANDUM



ITEM 19.1.

DATE: January 17, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Steve Harriman, Public Works Division Manager
SUBJECT: **RESIDENTIAL WASTE COLLECTION AND STREET SWEEPING
CONTRACT OPTIONS FOR THE TERM BEGINNING JANUARY 1,
2025**

RECOMMENDATION

Receive the presentation and provide direction to staff on the preferred option to develop and execute a new residential waste collection and street sweeping contract for the term beginning on January 1, 2025.

RESULT OF RECOMMENDED ACTION

Staff will proceed with Council direction based on the preferred option.

BACKGROUND

The term of the current contract with Republic Services expires on December 31, 2024. The two options available for the execution of a new contract include:

Option 1: Direct staff to prepare and release a Request for Proposals document, which would allow multiple waste hauling companies to compete for a new contract beginning January 1, 2025.

Option 2: Direct staff to negotiate with Republic Services for 90-days and return to Council with a term sheet for the contract term beginning January 1, 2025. At the conclusion of the 90-day negotiation period, the Council may direct staff to prepare a contract for council approval based upon the negotiated terms, or direct staff to prepare and release a Request for Proposals document allowing multiple waste hauling companies to compete for the new contract.

FISCAL IMPACT AND FUNDING SOURCE

This item will have no impact on the General Fund.

ATTACHMENT(S)

1. Waste Presentation

Residential Solid Waste Contract Options

January 17, 2023



Introduction

- Republic Services contract for residential waste collection, recycling and street sweeping services expires December 31, 2024.
- Now is the time to determine how to plan and execute a new contract for January 1, 2025.
- The purpose of tonight is to present options for Council consideration and receive direction.

History

- The City issued an RFP in early 2004 for residential waste collection and recycling services.
- Proposals received from Sacramento County and Browning Ferris Industries (Republic Services). City Council approved selection of BFI on July 19, 2004. Original contract term was February 1, 2005, through December 31, 2012.
- 1st contract extension executed in September 2011, extending the term through December 31, 2017.
- 2nd contract extension approved by the City Council on June 19, 2017, extending the term through December 31, 2024.

Current Agreement Summary

- Weekly garbage and organics collection
- Biweekly recycling collection
- Curbside oil, filters, sharps and battery collection
- Bulky item collection (3X per year at 10 yards each)
- Garbage, recycling and organics collection at City facilities
- Garbage, recycling and porta-potty services at 10 City events
- Billing, customer service and public education
- Street sweeping (14 sweeps per year on residential streets)
- 8% franchise fee on collected revenue
- 40% minimum “diversion” rate
- Extra leaf collection in Nov and Dec (4 bags per week)



Current Agreement Summary continued

- \$7.5M in annual billings charged by Republic to residents
- \$688,676 franchise fees paid to City in FY2021/22
- \$450,000 annual payment to City for road rehab projects
- \$4,000 annual payment to City for shopping cart program
- \$100,000 to cover staff and consultant costs for negotiations
- Full-time recycling coordinator or \$50K annual payment to City
- 2,000 cubic yards per year of illegal dumping collection
- New compressed natural gas collection vehicles
- Forward Landfill for waste disposal (140 miles round trip)
- Newby Island for recyclables processing (250 miles round trip)
- Organics sent to various facilities outside Sacramento County

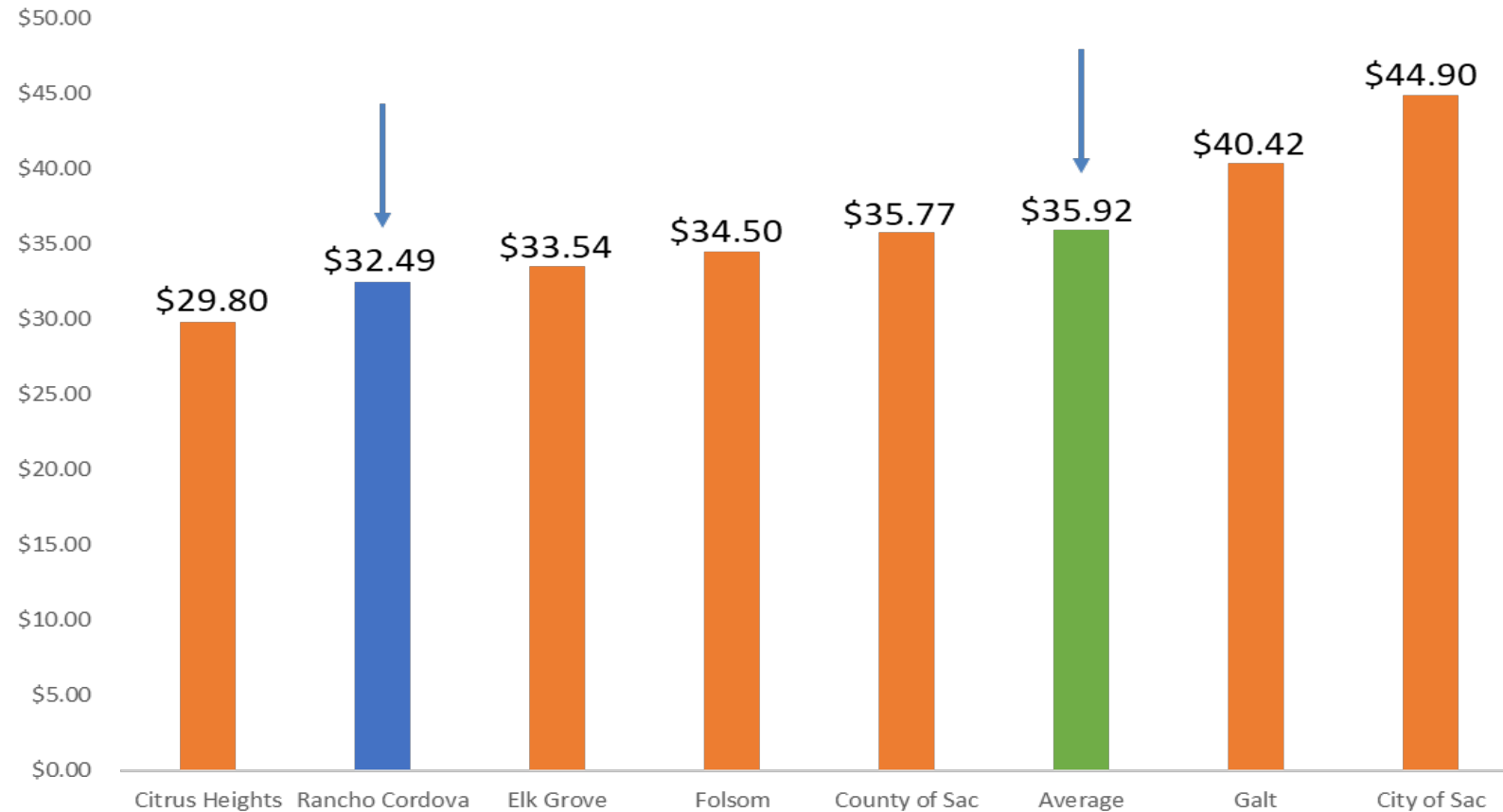


2021 by the numbers...

- 18,400 tons of garbage
- 5,100 tons of recyclables
- 7,200 tons of green waste
- 3,300 gallons of used oil
- 730 oil filters
- 900 bags of batteries
- 4,000 tons of bulky items (27,400 appointments)
- 460 computer monitors
- 653 cubic yards of illegal dumping on City streets
- 42.3% diversion rate



2022 Monthly Residential Rates 64-Gallon Trash Cart



Two Options for January 1, 2025

Option 1: RFP Competitive procurement process allowing multiple companies to compete for the new contract.

Option 2: 90-day negotiation with Republic Services and return to Council with a term sheet. Council will then direct staff to either:

- *Execute an extension based on the negotiated terms*
- OR
- *Proceed with a competitive procurement process*



Option 1: Competitive Procurement

Pros	Cons
Competition ensures “best services at the best price” for city ratepayers <i>New contract >\$50M for 7-year term</i>	24-month process <u>with transition</u> to a new waste hauling company
Provides ability to accurately evaluate options: - <i>Local disposal and processing</i> - <i>Enhanced services and programs</i>	Hauler transition is a difficult process - <i>Billing transition, cart exchange, new employees unfamiliar with Rancho Cordova, customer confusion</i> - <i>Supply chain issues may cause delay in acquiring new collection equipment</i>
Proposal process allows City Council to select best combination of price, qualifications and experience. Not bound by low bid.	New hauler may be an unknown City partner.
Competitive marketplace - <i>2 to 4 proposals likely</i>	
Successful proposer would reimburse City for staff and consultant costs	

Option 2: 90-day negotiation with Republic and return to Council with terms

Pros	Cons
Allows Republic and City staff a limited time to negotiate terms for a new contract starting January 1, 2025	Tight schedule if Council directs staff to issue an RFP after 90-day negotiation period
Provides the City Council with flexibility to 1) execute a contract based on negotiated terms, or 2) issue an RFP and allow other companies to compete	May eliminates opportunity for other hauling companies to participate in a competitive process if Council directs staff to execute a contract based on negotiated terms
Contract negotiations were successful in 2011 and 2017. City Council approved the current contract after a 90-day negotiation period	

Schedule for 90-Day Negotiation and Competitive Procurement (Longest Timeline Scenario)

- January–April 2023: 90-day negotiation and return to Council with term sheet. Council rejects terms and directs staff to issue RFP.
- May – July 2023: Resident engagement on services and programs. Execute consultant agreement to assist with RFP process. Draft and release RFP.
- September 2023: Proposals from waste haulers due to City.
- October 2023: Evaluation committee process (site visits, interviews, reference checks, background research, options analysis, etc.
- November 2023: Council approves selection of waste hauling company.
- December 2023: Complete and execute new contract.
- January 1 – December 31, 2024: Transition.
- January 1, 2025: New contract begins.

Why is a 12-month transition necessary?

If a new waste hauling company is selected at conclusion of RFP process:

- Purchase and delivery of new trucks requires at least 12 months.
- New hauler may need to purchase new or expand an existing Corp Yard.
- Hire and train new employees (contract manager, recycling manager, customer service reps, drivers, route auditors, mechanics, etc.).
- Establish new billing and customer service systems.
- Public education on transition to new hauling company.
- Purchase and delivery of new carts (maybe).
- Re-design collection routes (maybe).

Thoughts and Discussion...

- **Option 1:** Competitive procurement process allowing multiple companies to compete for the new contract starting January 1, 2025.
- **Option 2:** 90-day negotiation with Republic Services and return to Council with a term sheet. Council will then direct staff to either:
 - *Execute a contract based on the negotiated terms, or*
 - *Proceed with a competitive procurement process*

