

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, February 2, 2026

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

How to Observe or Listen to the Meeting:

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

Public Comment

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

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranhocordova.org no later than 2:00 p.m. on Monday, February 2, 2026. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 p.m. will be distributed to the Council.

If you have questions related to the City Council Meeting, please contact the City Clerk's Office at (916) 851-8720 before Monday, February 2, 2026, at 2:00 p.m.

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Joe Little, Siri Pulipati, David Sander, and Mayor Garrett Gatewood

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

- 3.1. **Subject:** Rossmoor Bar Trail Enhancements Planning Project Update.

Recommendation: Receive a presentation on the Rossmoor Bar Trails Enhancement Project and provide input on the proposed improvements to existing trails in the Proposed Trail Plan.

- 3.2. **Subject:** Discussion and Direction on the Proposed Relocation of the Behavioral Health Continuum Infrastructure Program (BHCIP) Grant from Mills Crossing to the WellSpace Health Location at 10423 Old Placerville Road.

Recommendation: Receive presentation, provide feedback and direction.

4. ADJOURNMENT OF SPECIAL MEETING

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

5. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Joe Little, Siri Pulipati, David Sander, and Mayor Garrett Gatewood

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

Apostle Martin Mulgani with the City of Glory Church will give the invocation.

9. PRESENTATIONS

- 9.1. California Capital Airshow Presentation.

- 9.2. Employee Milestone Anniversary Presentation.

10. PUBLIC COMMENT

Members of the public wishing to address the Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk.

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

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

11. COUNCIL REPORTS

12. CITY MANAGER'S REPORT

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 13.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of January 20, 2026, and the Special City Council Meeting of January 27, 2026.

Recommendation: Adopt the minutes.

- 13.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2024-41-1 with McGuire-Pacific Constructors to Increase the Contract Amount from \$543,815 to an Amount not to Exceed \$800,000 for Continued On-Call Overhead and Street Signage Services.

Recommendation: Adopt the Resolution.

- 13.3. **Subject:** A Resolution Authorizing the City Manager to Submit an Application for, and Execute an Agreement with, the California Department of Housing and Community Development for the Prohousing Incentive Pilot Program, and Allocating Program Funds to the Mather Veterans Village Phase 5 Affordable Housing Development Project.

Recommendation: Adopt the Resolution.

- 13.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-277 with Ghirardelli Associates, Inc. for Construction Management Services in an Amount not to Exceed \$3,192,716.28 for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.

Recommendation: Adopt the Resolution.

- 13.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2026-07 with Martin General Engineering, Inc. in an Amount not to Exceed \$1,070,167.10 for the Mather Field Road Enhancement Project Phase 1.

Recommendation: Adopt the Resolution.

- 13.6. **Subject:** A Resolution Authorizing the City Manager to Execute a Reimbursement Agreement, Contract No. 2025-270, Between the City of Rancho Cordova and the County of Sacramento Department of Transportation in the Amount of \$900,000.00 for the Grant Line Road Overlay Project 2025 Phase B.

Recommendation: Adopt the Resolution.

- 13.7. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-201, with Folsom Cordova Unified School District for an Amount not to Exceed \$200,000 for the Funding of the Cordova High School New Discus Cage and Improvements to the Existing Hammer Cage Area.

Recommendation: Adopt the Resolution.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

15. PUBLIC HEARING ITEMS

None.

16. REGULAR CALENDAR ITEMS

- 16.1. **Subject:** A Resolution Authorizing a Funding Commitment of \$5,000,000 to Rancho Cordova Owner LP for the Asteria Flats Affordable Housing Development Project.

Recommendation: Adopt the Resolution.

- 16.2. **Subject:** The Zinfandel Drive Bicycle and Pedestrian Overcrossing and Artwalk Presentation and Resolutions Authorizing the City Manager to Approve Artist Contract Numbers 2026-8, 2026-9, 2026-10 and 2026-11.

Recommendation: Receive the Zinfandel Drive Bicycle and Pedestrian Overcrossing and Artwalk Presentation and adopt the Resolutions authorizing the City Manager to approve Contract No. 2026-8 with artist Sheila Wyne, Contract No. 2026-9 with artist Adrien Segal, Contract No. 2026-10 with artist Matthew Mazzotta, and Contract No. 2026-11 with artist Aaron Stephens.

- 16.3. **Subject:** Art in Public Places: FY 2024/25 Accomplishments and Upcoming Projects for FY 2025/26-2026/27.

Recommendation: Receive the presentation.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS

February 10, 2026	9:00 AM Special Meeting/Work Session
February 17, 2026	5:30 PM Regular Meeting
March 2, 2026	4:00 PM Special Meeting/5:30 PM Regular Meeting
March 16, 2026	5:30 PM Regular Meeting
March 24, 2026	5:30 PM Special Meeting/Work Session

April 6, 2026	4:00 PM Special Meeting/5:30 PM Regular Meeting
April 28, 2026	5:30 PM Special Meeting/Work Session
May 4, 2026	4:00 PM Special Meeting/5:30 PM Regular Meeting

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

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and Direct TV U-Verse Systems. Closed Captioning will be available on the playback cablecast. A DVD copy is available from the City Clerk's Department and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the February 2, 2026, Special and Regular Meeting of the Rancho Cordova City Council was posted and available for review on January 29, 2026, at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed January 29, 2026, at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 3.1.

DATE: February 2, 2026
TO: Honorable Mayor and Council Members
FROM: Jesse Yabes, Associate Civil Engineer
Albert Stricker, Public Works Director
SUBJECT: **ROSSMOOR BAR TRAIL ENHANCEMENTS PLANNING PROJECT
UPDATE**

RECOMMENDATION

Receive a presentation on the Rossmoor Bar Trails Enhancement Project and provide input on the proposed improvements to existing trails in the Proposed Trail Plan.

RESULT OF RECOMMENDED ACTION

City Council's feedback to city staff would be incorporated into the planning and design of the project.

BACKGROUND

The City of Rancho Cordova and the Sacramento County Regional Parks Department have partnered together to plan the Rossmoor Bar Trails Enhancement Planning Project in Rancho Cordova. On March 4, 2022, the American River Parkway Advisory Committee conceptually approved the project per recommendation by Regional Parks and city staff.

This project proposes to improve public access to the diverse wildlife and natural features of the American River Parkway by completing a system of trails for visitors to safely navigate through the Rossmoor Bar area. Proposed trail enhancements include section-leveling, smooth dirt and gravel surfaces, and uniform trail widths where allowable. This project proposes to improve accessibility to trails and the American River where feasible. This project scope also includes planning an informational kiosk at the dredger tailings to explain the history of mining on the American River. This project is consistent with the 2008 American River Parkway Plan and the 2022 American River Natural Resources Management Plan (NRMP).

In November of 2023, the City of Rancho Cordova was awarded a grant in the amount of \$597,000 by the Wildlife Conservation Board (WCB). The scope of the grant included developing a trail concept plan, preliminary engineering, and environmental studies and permitting. In February 2024, the city awarded a professional services agreement to Mark Thomas & Company to provide planning and design services to support the grant.

The City of Rancho Cordova was determined to be the lead agency for environmental review. The project team conducted technical studies and evaluated the potential impacts of the

project. The team determined that there were no new impacts or substantial increase in severity of previously identified impacts from previous evaluations in the study area. Based on its findings, the project team determined the appropriate environmental document was an addendum to the 2008 American River Parkway Plan environmental impact report (EIR) 2023 update and 2022 NRMP subsequent EIR. The Regional Parks Department of Sacramento County (responsible agency) concurred with this approach to environmental clearance.

The project team developed a Proposed Trail Plan (included as Attachment 2) to lay out a system of enhanced trails over existing social trails. These trails were selected based on their connectivity to key features in the Rossmoor Bar area along known pathways. Several unimproved social trails were considered for decommissioning to keep users on the designated trails. Other trails were considered for restoration to return the land to its natural conditions and to prevent habitat degradation.

City staff recommend City Council to receive a presentation of the project and provide feedback on the proposed improvements to existing trails in the Proposed Trail Plan. City staff will incorporate feedback from City Council, continue to pursue environmental clearance under CEQA, and complete preliminary design.

FISCAL IMPACT AND FUNDING SOURCE

This project is included in the Capital Improvement Plan budget for Fiscal Years 2025-26 through 2028-29. The budget for planning and preliminary design consists of funding from the Infrastructure Replacement Fund, Community Enhancement Fund and State grants from the Wildlife Conservation Board. There is no impact on the city's general fund.

U.S. Representative Ami Bera approved a request for \$850,000 of Congressional Direct Spending to partially fund the construction of this project. This earmark was included in the Transportation and Housing and Urban Development, and Related Appropriations Act of 2026.

City staff will track the legislative process and prepare for formal application of these federal funds, should this bill be passed by Congress and enacted by law. City staff will continue to seek additional grant funding opportunities for the balance of the project.

ATTACHMENT(S)

1. Presentation
2. Proposed Trail Plan

Rossmoor Bar Trails Enhancement Project Update

February 2, 2026

PRESENTATION GOALS

- Provide project background
- Describe environmental approach
- Review trail concepts
- Share Community Feedback
- Recommend City Council to provide input on the proposed improvements to existing paths in the proposed trail plan



PROJECT TEAM



Lead Agency

**JESSE YABES, P.E.
ASSOCIATE CIVIL ENGINEER
PROJECT MANAGER**



Grantor



**Responsible
Agency**



MARK THOMAS

**City's
Consultant**



**Environmental
Subconsultant**

ITEM 3.1. PROJECT OVERVIEW

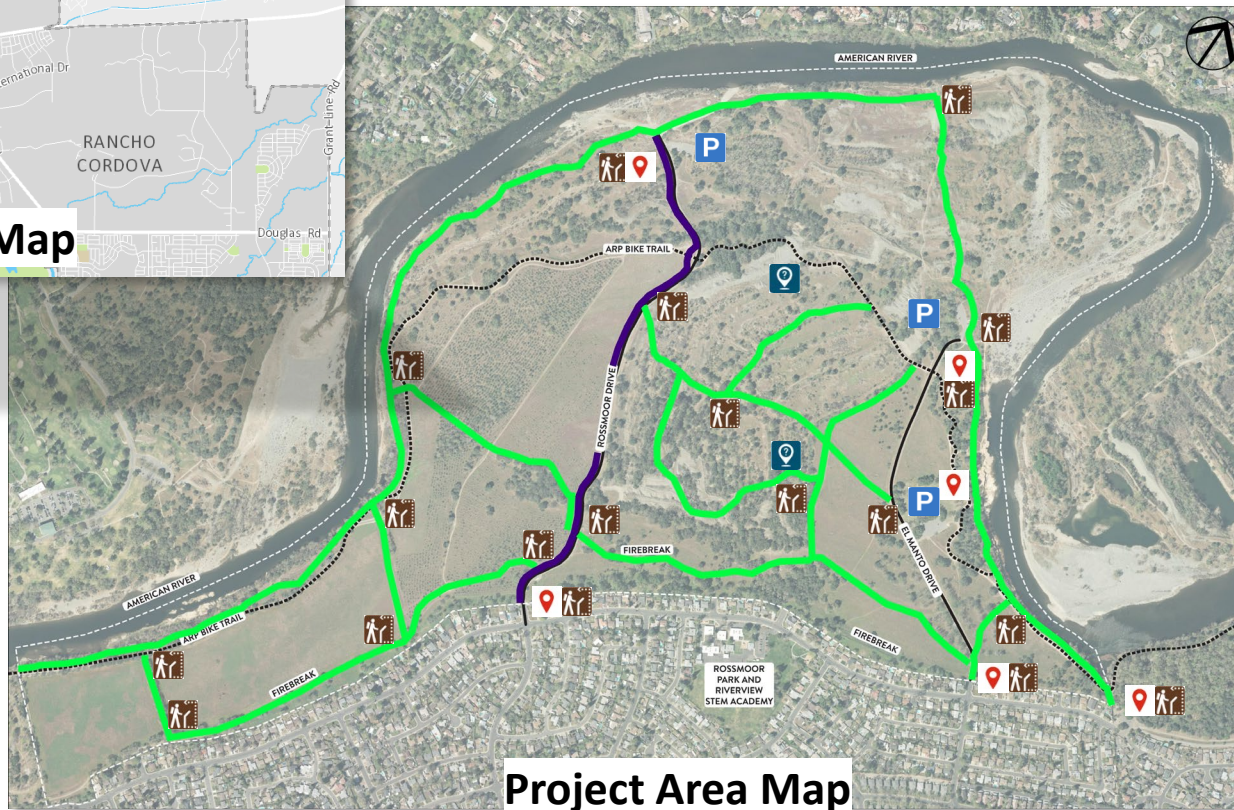
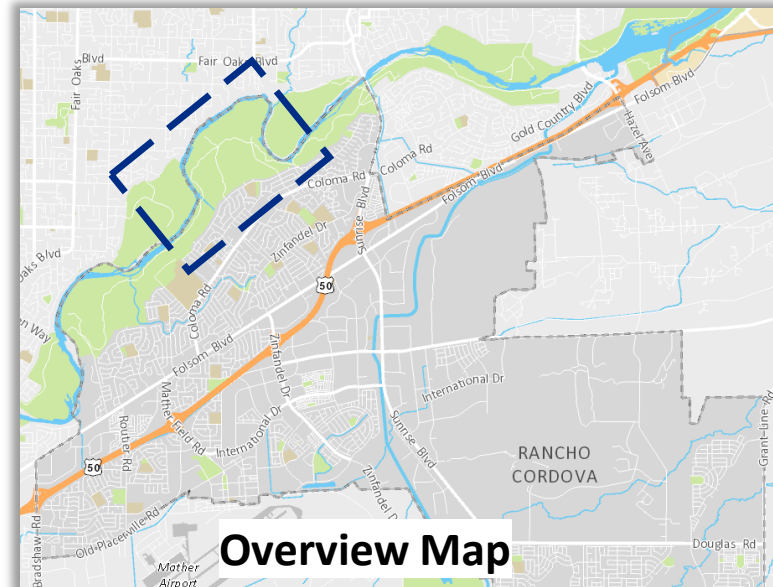
ATTACHMENT 1

Project:

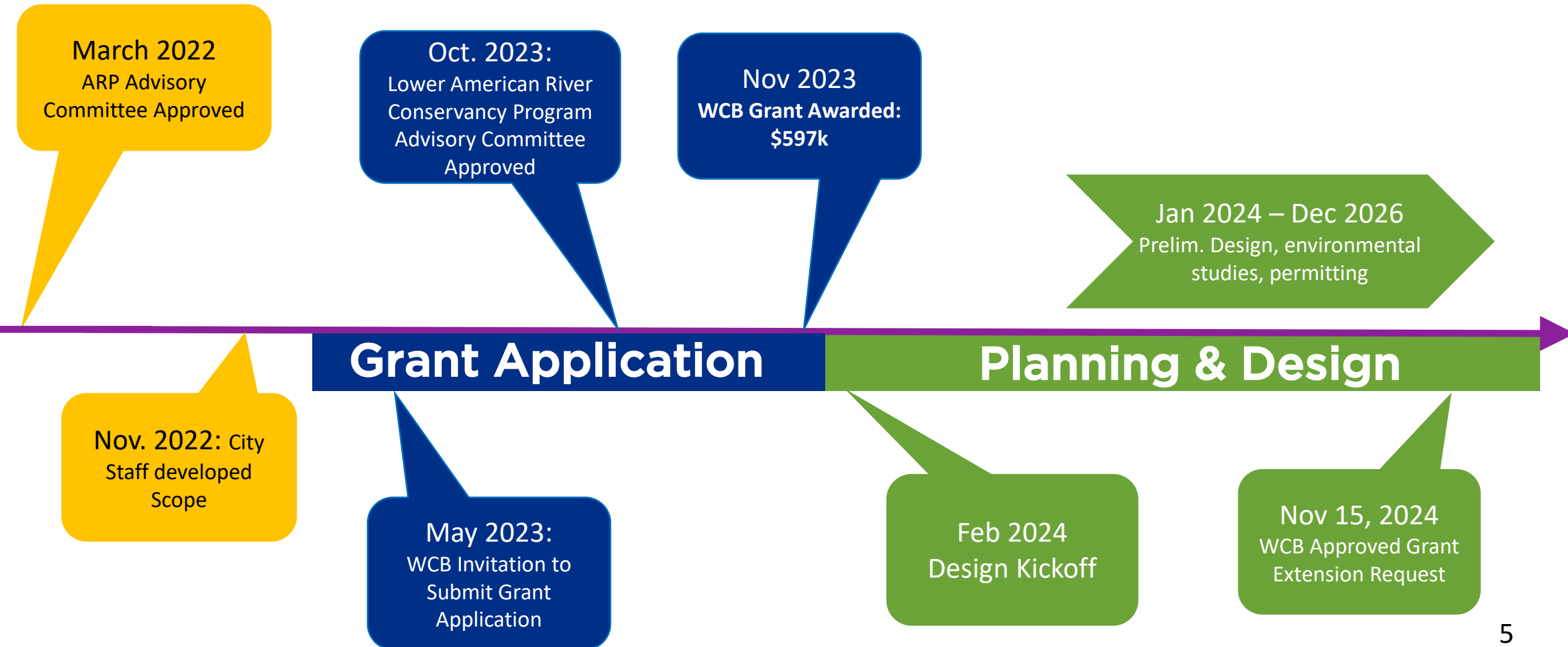
- Enhance existing paths into formal *Pedestrian Trails* in Rossmoor Bar
- Comply with Parkway Plan, NRMP, permitting agencies
- Mitigate impacts to sensitive resources

Goals:

- Increase connectivity to natural resources
- Improve accessibility
- Enhance aesthetics in Rossmoor Bar



PROJECT TIMELINE



BACKGROUND: WCB GRANT



Grant Amount: \$597,000 for Planning & Design

KEY TASKS & DELIVERABLES

- **Concepts and Alternatives**
- Preliminary Design
- **Environmental Review and Permitting**
- Final Concepts Plan
- CEQA Document
- Community Meetings
- Permit Applications

PROJECT CONSISTENCY

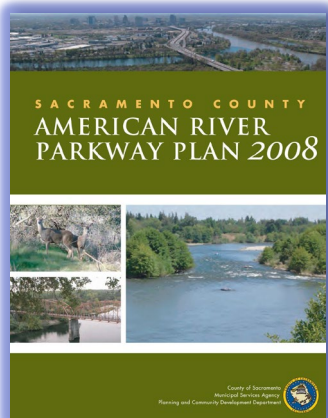


General Area Plan Resource Management Actions

- Trail Mapping and Habitat Management
- Remediate Social Trail Impacts and Support Wildfire Prevention

Site-Specific Potential Resource Management Actions

- Improve Degraded Riparian Habitats
 - Managing Social Trails, Removal of non-native species
- Maintain Historic Mine Tailings for Interpretive Purposes



Parkway Plan Elements

- The project improves public access within the Parkway
- Ped trails are consistent with land uses for Rossmoor Bar
- Trail design will comply with Parkway Plan guidance
- Kiosks for educational/ interpretive purposes
- Limited system of DG trails near dredger tailings



NO NEW OR SIGNIFICANT INCREASE IN SEVERITY OF PREVIOUSLY IDENTIFIED IMPACTS

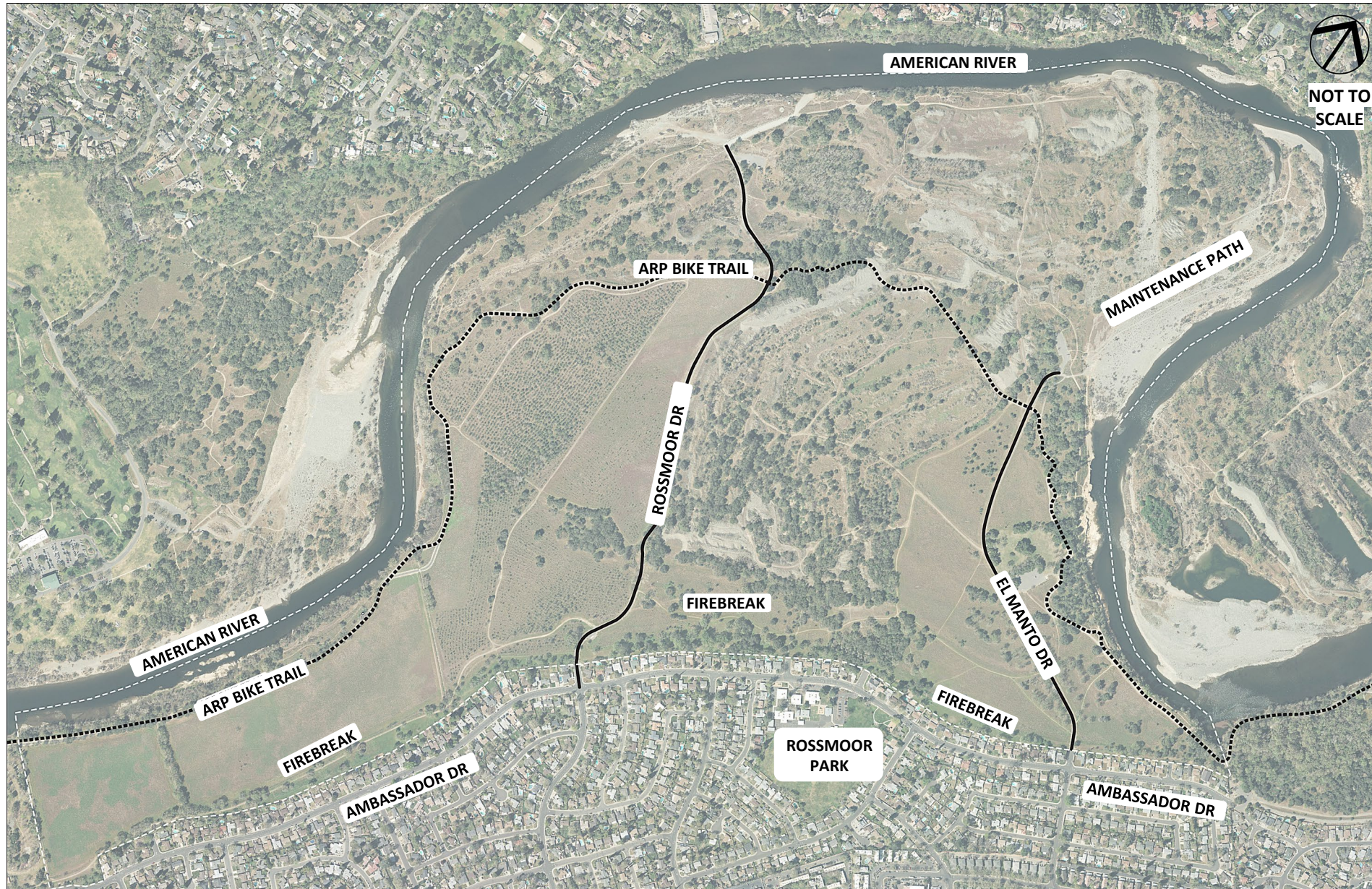


STAFF PROCEEDING WITH AN ADDENDUM TO THE
2008 AMERICAN RIVER PARKWAY PLAN UPDATE
FINAL EIR AND 2023 AMERICAN RIVER PARKWAY
NRMP FINAL SUBSEQUENT EIR

SAME MITIGATION MEASURES IN PARKWAY PLAN WITH
MINOR VARIATION WILL BE IMPLEMENTED

ITEM 3.1. PROPOSED TRAIL PLAN

ATTACHMENT 1



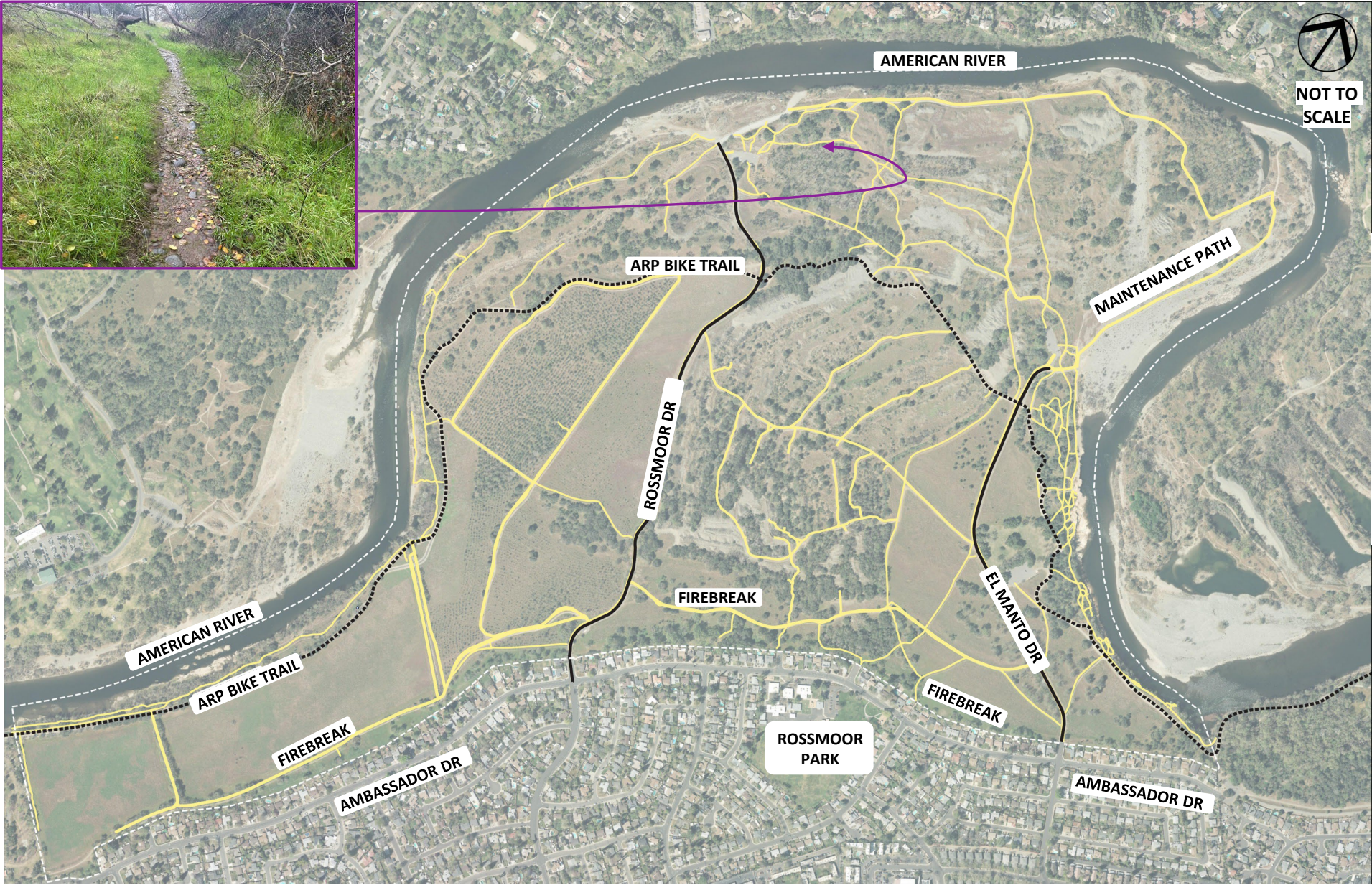
AERIAL IMAGERY OF
ROSSMOOR BAR

LEGEND

- EXISTING ROAD
- - - - ARP BIKE TRAIL

ITEM 3.1.

PROPOSED TRAIL PLAN



EXISTING NETWORK
OF SOCIAL TRAILS

LEGEND

- EXISTING ROAD
- ARP BIKE TRAIL
- EXISTING TRAIL

ITEM 3.1.

PROPOSED TRAIL PLAN



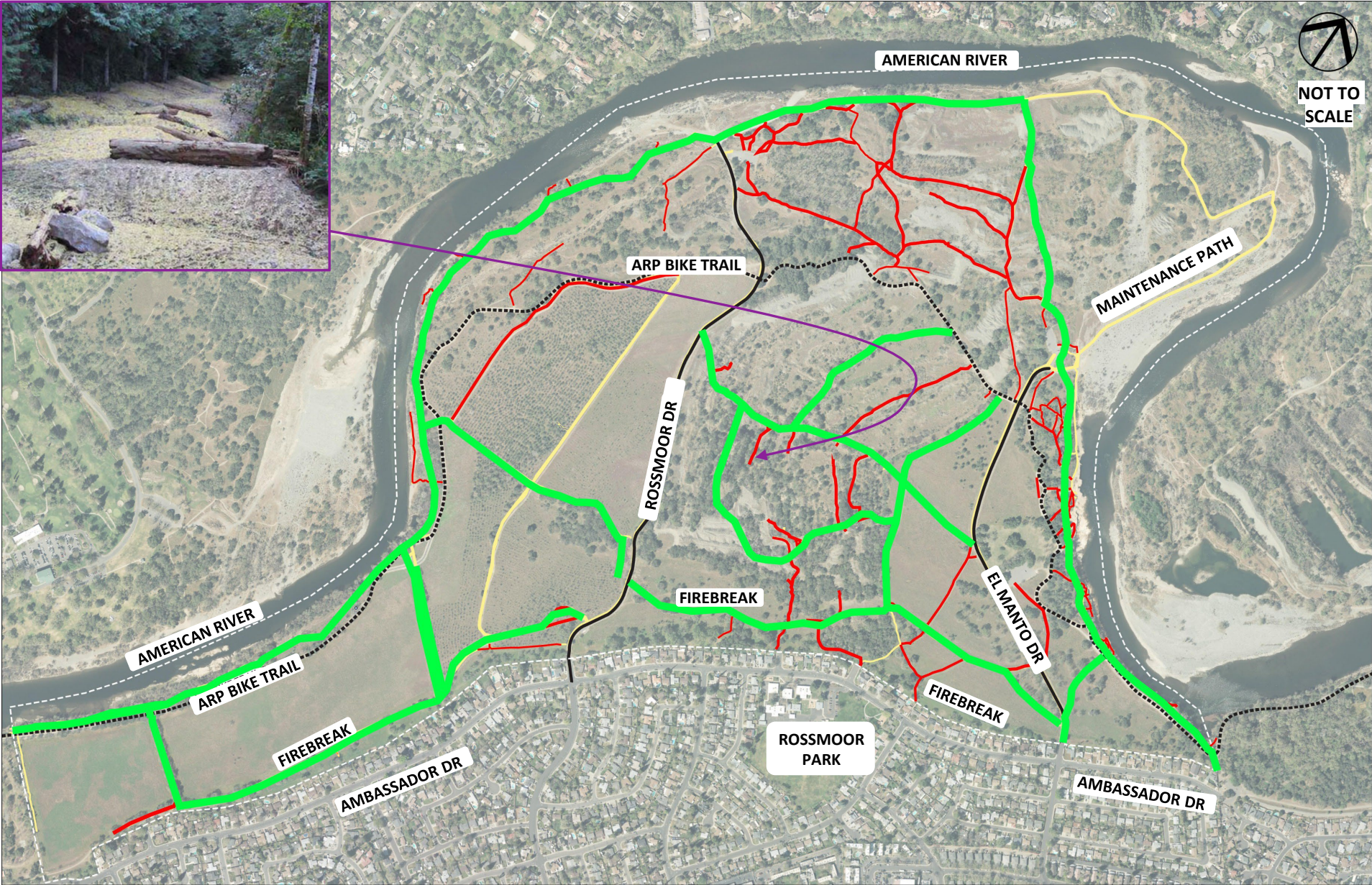
PROPOSED TRAILS ALONG SOCIAL TRAILS

LEGEND

- EXISTING ROAD
- ARP BIKE TRAIL
- EXISTING TRAIL
- PROPOSED ENHANCED TRAIL

ITEM 3.1.

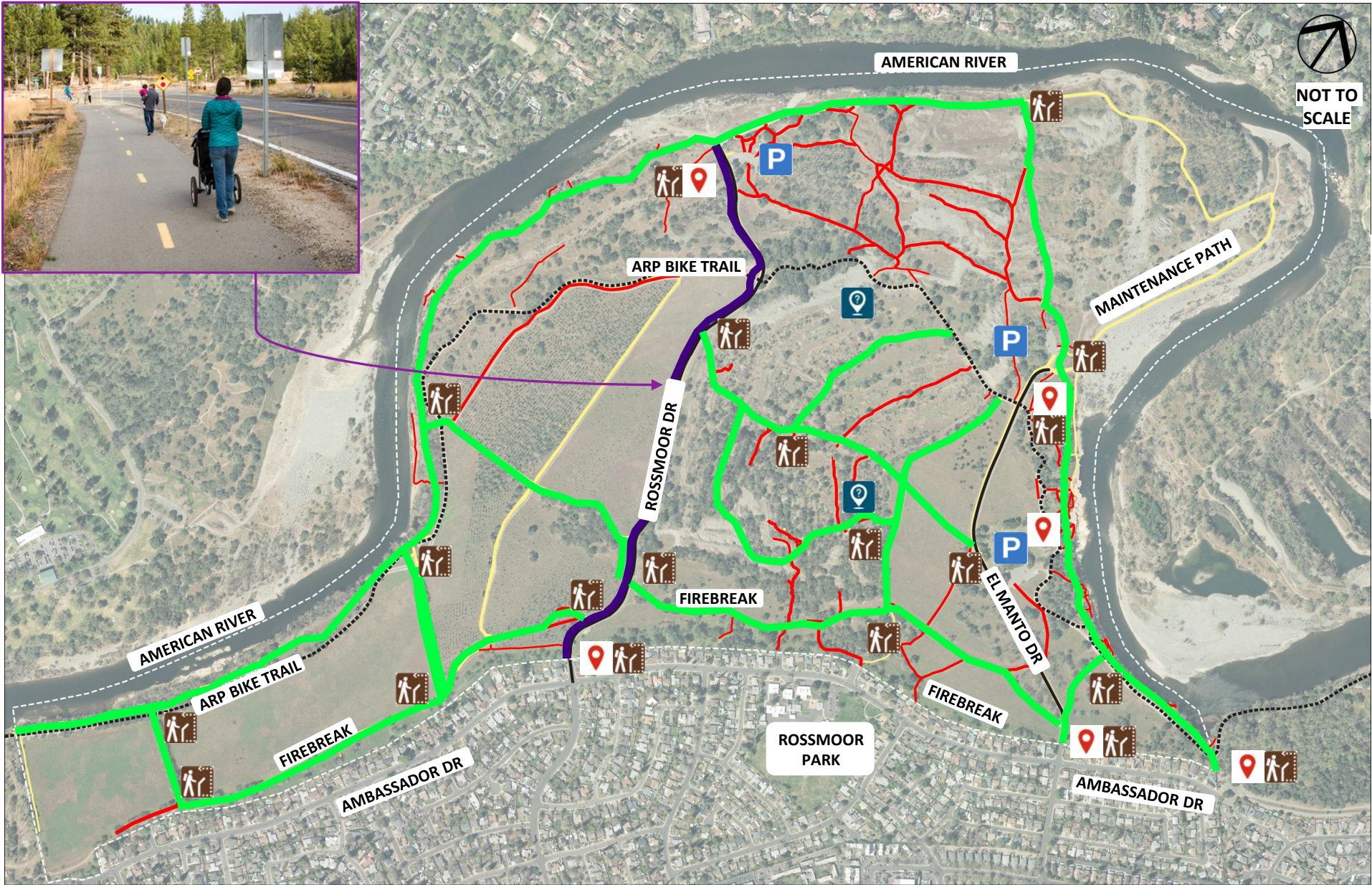
PROPOSED TRAIL PLAN



PROPOSED DECOMISSIONED TRAILS

LEGEND

- EXISTING ROAD
- ARP BIKE TRAIL
- EXISTING TRAIL
- PROPOSED ENHANCED TRAIL
- PROPOSED DECOMMISSIONED TRAIL



PROPOSED TRAIL
PLAN

LEGEND

- EXISTING ROAD
- ARP BIKE TRAIL
- EXISTING TRAIL
- PROPOSED ENHANCED TRAIL
- PROPOSED DECOMMISSIONED TRAIL
- PROPOSED MULTI-USE TRAIL
- TRAIL HEAD
- WAY FINDING SIGN
- INFORMATIONAL KIOSK

ITEM 3.1. PROPOSED TRAIL ENHANCEMENTS

ATTACHMENT 1



Wayfinding Signs



DG Trail Surfacing



Trail Delineation



Concrete Bench



Informational Kiosk



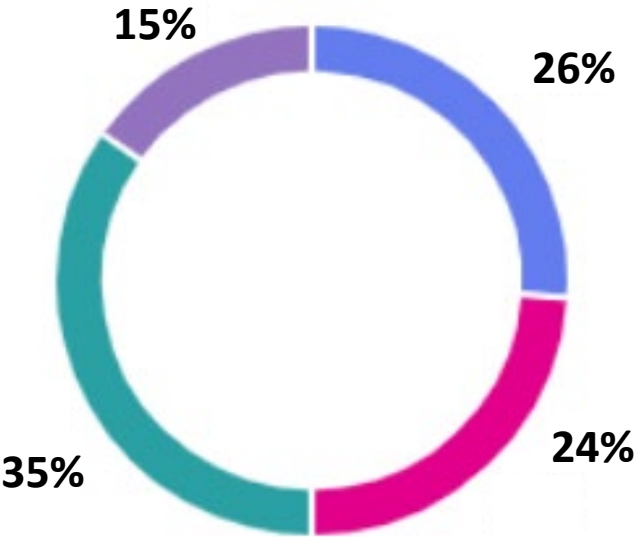
Trail Accessibility

COMMUNITY FEEDBACK

<u>Survey Question</u>	<u>Results</u>	
Please rank your priorities for trail enhancements	Top 3 Rank by Percentage of Participants	
1. Vegetation Management	74%	
2. Trail Accessibility	70%	
3. Trail Restoration	56%	
4. Trail Delineation	52%	
5. Surface Improvements	48%	

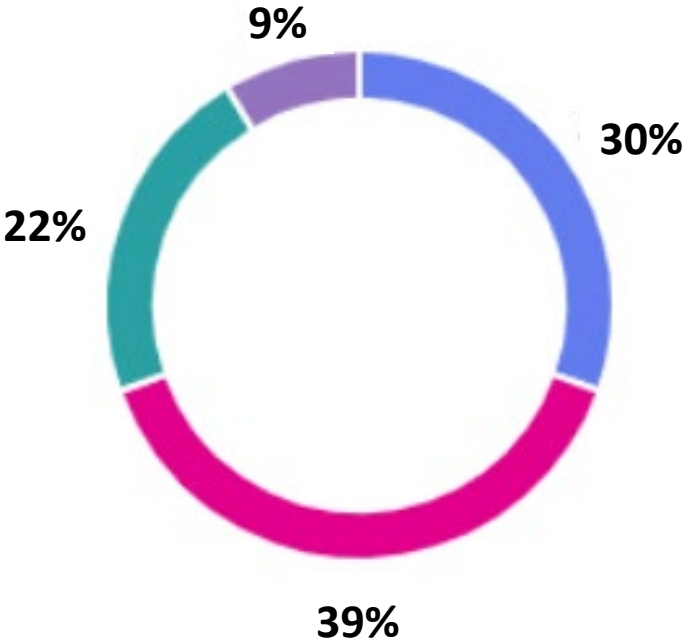
COMMUNITY FEEDBACK

<u>Survey Question</u>		<u>Results</u>
Which other enhancements would you like to see? (Select 2)		
 Wayfinding signs		12
 Interpretive signage		11
 Benches/ picnic facilities		16
 Other		7



COMMUNITY FEEDBACK

<u>Survey Question</u>		<u>Results</u>
Which trail naming theme do you prefer?		23 responses
History		7
Flora		9
Geology		5
Other		2



Staff recommendation to City Council is to provide input on the proposed improvements to existing paths in the proposed trail plan

NEXT STEPS

1

INCORPORATE
COUNCIL INPUT
AND FINALIZE
TRAIL LAYOUTS

2

FILE
ENVIRONMENTAL
DOCUMENT WITH
FINAL TRAIL
LAYOUTS

3

COMPLETE
PRELIMINARY
DESIGN

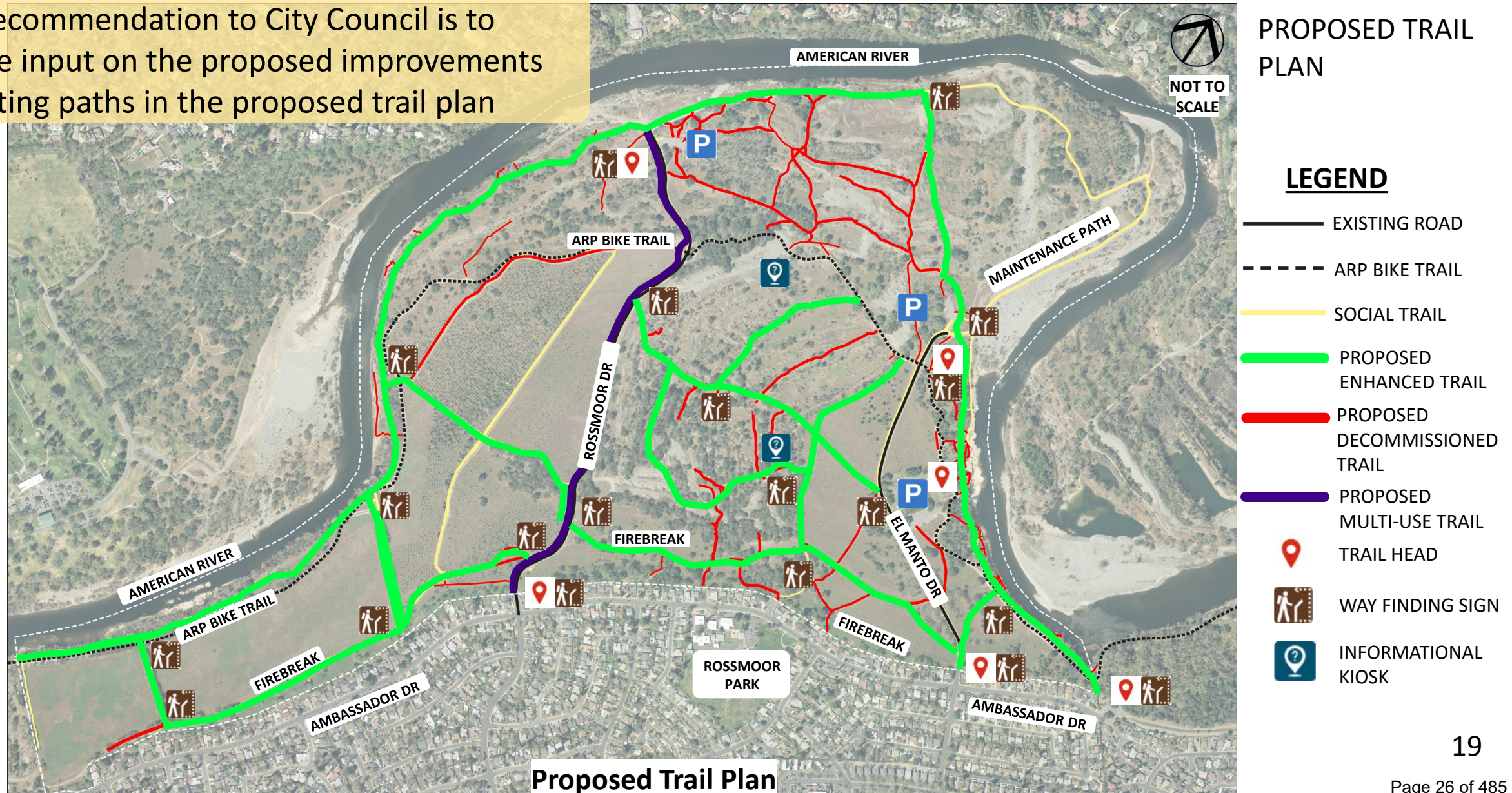
4

PURSUE GRANTS
FOR FINAL DESIGN
& CONSTRUCTION

ITEM 3.1. RECOMMENDATION TO COUNCIL

ATTACHMENT 1

Staff recommendation to City Council is to provide input on the proposed improvements to existing paths in the proposed trail plan



ITEM 3.1.

ROSSMOOR BAR TRAIL ENHANCEMENTS

ATTACHMENT 2



MEMORANDUM



ITEM 3.2.

DATE: February 2, 2026
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
SUBJECT: **DISCUSSION AND DIRECTION ON THE PROPOSED RELOCATION OF THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM (BHCIP) GRANT FROM MILLS CROSSING TO THE WELLSPACE HEALTH LOCATION AT 10423 OLD PLACERVILLE ROAD**

RECOMMENDATION

Receive presentation, provide feedback and direction.

RESULT OF RECOMMENDED ACTION

Staff will provide a presentation updating the City Council on the proposed relocation of the Behavioral Health Continuum Infrastructure Program (BHCIP) grant from Mills Crossing to the existing WellSpace Health location at 10423 Old Placerville Rd. to provide new behavioral health outpatient services at this location.

BACKGROUND

On March 21, 2022 the City Council provided authorization to submit an application to the Department of Health Care Services (DHCS) for the BHCIP Round 3 Launch Ready program for \$7,000,000 for a behavioral health clinic that would serve Medi-Cal eligible clients and community residents to be located within the Mills Crossing project. That application required a ten percent (10%) local funding match of approximately \$700,000. The city was notified of a final award on November 1, 2022, and executed a Program Funding Agreement (PFA) as of December 4, 2023, to receive the BHCIP program funding. This grant has a deadline to expend funds by December 31, 2026.

As a result of pausing the commercial development at Mills Crossing in September 2025, this funding was planned to be returned to DHCS unspent. Prior to doing this and terminating the PFA, staff looked for any other opportunities to spend the grant within Rancho Cordova to preserve the award for this community. In conversations with WellSpace Health, it was discovered that this program could be a good fit for the expansion of services at WellSpace Health's existing clinic located at 10423 Old Placerville Rd. No other options for spending the BHCIP grant funding within the expenditure deadline were identified.

The WellSpace Health proposal would involve relocating their existing call center in the building to another office location and remodeling the building for new outpatient clinic spaces for

behavioral health outpatient services. This would create capacity to serve approximately 35,856 individuals annually, which is comparable to the projected 36,000 individuals projected to be served at the previous Mills Crossing project. The building, which is owned by WellSpace Health, would be bound by a Restrictive Covenant to provide these services for at least thirty (30) years, similar to the previous Mills Crossing project. The proposed use is consistent with the location's Office Industrial Mixed Use (OIMU) zoning and would complement the existing outpatient services already provided at this location.

Staff continued conversations with WellSpace Health and DHCS to further analyze the opportunity. On January 13, 2026 staff was informed that DHCS is amenable to the city's proposed relocation of the grant to 10423 Old Placerville Rd. Work is now underway to prepare a revised PFA that will amend the project to the new scope and location.

NEXT STEPS

Direction is needed from the City Council on whether to reallocate the city's required ten percent (10%) local funding match to this new proposed project and location.

If direction is received to reallocate the local funding match to the proposed project, staff and WellSpace Health will continue to work with DHCS to update the PFA and will aim to expend the grant funds prior to the expenditure deadline. The new services would be available to the public in early 2027. Staff would return to the City Council in the next 1-2 months to formally commit the funding to the new project and execute an amended PFA.

If the local funding match is not reallocated to the new location, then the proposed project will not move forward and the BHCIP grant will be terminated.

FISCAL IMPACT AND FUNDING SOURCE

Directing staff to continue with the WellSpace Health proposal will lead to committing the 10% local funding match to the new project. The proposed project will probably not utilize the full grant amount. Therefore, the city's match is more likely to be in the range of \$600,000-\$650,000.

ATTACHMENT(S)

1. Presentation



DISCUSSION AND DIRECTION ON THE PROPOSED RELOCATION OF THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM GRANT



GOALS FOR THIS PRESENTATION

- Present a proposal to relocate the Behavioral Health Continuum Infrastructure Program (BHCIP) grant from Mills Crossing to the WellSpace Health location at 10423 Old Placerville Rd.
- Request feedback and direction from the City Council regarding whether to reallocate the BHCIP required 10% local funding match to this new project

BACKGROUND

- The city received a \$7,000,000 BHCIP grant for outpatient behavioral health services at the Mills Crossing project
- This award requires a 10% local funding match, and has an expenditure deadline of December 31, 2026
- The Mills Crossing commercial development is paused, and the BHCIP grant would otherwise be terminated
- City staff approached, and has received a proposal from, WellSpace Health to use the BHCIP grant at its 10423 Old Placerville Road location
- This proposal is the best option for retaining the grant funds in Rancho Cordova and meet the expenditure deadline

10423 OLD PLACERVILLE RD. PROJECT DETAILS

- WellSpace Health owns the building and currently operates a call center and primary medical and dental services
- The call center would be relocated
- The space would be renovated to create 3 group rooms and 12 individual rooms for outpatient behavioral health services (the new use meets OIMU zoning), which would effectively complement the existing services offered at this location
- 35,856 “slots” or maximum individuals served annually would be created – comparable to the 36,000 “slots” at the previous Mills Crossing project

CURRENT SITUATION

- The Department of Health Care Services (DHCS) is amenable to the grant relocation, and is preparing an amended Project Funding Agreement (PFA) to effectuate the change
- Direction is needed if the 10% local funding match will be reallocated to the new proposed project
 - Estimated to be approximately \$600,000-\$650,000

ALTERNATIVES

- If the local match is reallocated
 - Staff will work with WellSpace Health and DHCS to prepare an amended PFA for City Council approval in the next 1-2 months
 - WellSpace Health will expedite design work to begin construction as soon as possible
 - Best efforts will be used to expend the grant funds before the expenditure deadline, unreimbursable costs would be carried by WellSpace Health
 - Services would be available to the public in early 2027
- If the local match is not reallocated
 - The proposed project will not move forward and the BHCIP grant will be terminated

THANK YOU

Questions & Comments

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Tuesday, January 20, 2026

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Gatewood called the Regular meeting to order in the David B. Roberts Council Chambers at 5:35 p.m.

Council Members Present: Linda Budge, Joe Little (attended via teleconference), Siri Pulipati, David Sander, and Mayor Garrett Gatewood

Council Members Absent: None

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

Council Member Joe Little attended the meeting via teleconference under just cause due to a contagious illness.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Vedanshi Charan and Vibha Sanu led the pledge.

4. INVOCATION

Elizabeth Brick with the United Methodist Church of Rancho Cordova gave the invocation.

5. PRESENTATIONS

- 5.1. Presentation by the Folsom Cordova Unified School District Related to Their Adult

ITEM 13.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, January 20, 2026

ATTACHMENT 1

Education Program.

- 5.2. Introduction of New Employees Philip Banea, Associate Transportation Planner by Drew Hart, Principal Transportation Planner, and Sera Salmalyan, Human Resources Analyst II, by Brenda Roach, Human Resources Manager.

6. PUBLIC COMMENT

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

1. Larry Ladd
2. Chris Flatt
3. Bhaskar Vempati
4. Helen Whelan Bashaw

Mayor Gatewood 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.

- 8.1. Trumark Update (No Action)

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve items 9.1 through 9.3 by Budge second by Pulipati;
Motion passed with a 5:0 vote.

- 9.1. **Subject:** Meeting Minutes from the Special and Regular City Council Meeting of January 5, 2026.

Recommendation: Adopt the minutes.

- 9.2. **Subject:** A Resolution Authorizing the City Manager to Approve a Purchase Order with Meridian Solar in an Amount not to Exceed \$108,612 for the Purchase of Two (2) Solar Camera Trailers for the Rancho Cordova Police Department Through Community Oriented Policing Services (COPS) Grant Funding.

Recommendation: Adopt the Resolution.

- 9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-342-5 for Environmental Planning Services with Placeworks to Include Additional Scope Tasks and Increase the Contract Budget by \$140,977 for Environmental Review Related to the Rancho Cordova Arena Project.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

ITEM 13.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, January 20, 2026

- 12.1. **Subject:** A Resolution Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Rancho Cordova Preserve Community Facilities District No. 2025-1, Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds, and Approving Other Related Documents and Actions.

Recommendation: Adopt the Resolution.

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

ACTION: Motion to approve item 12.1 by Budge second by Pulipati;
Motion passed with a 5:0 vote.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURN TO CLOSED SESSION

Mayor Gatewood adjourned the meeting to closed session at 6:34 p.m.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Gatewood called closed session to order at 6:35 p.m.

Council Members Present: Linda Budge, Joe Little (attended via teleconference), Siri Pulipati, David Sander, and Mayor Garrett Gatewood

Council Members Absent: None

Staff Members Present: Adam Lindgren and Micah Runner

16. CLOSED SESSION

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

- 16.1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) Orion 51 Outdoor, LLC, a California Limited Liability Company vs City of Rancho Cordova, a Public Entity; Defendants, Cordova Community Council Foundation, a Public Benefit Corporation, 3127Fite, LLC, a California Limited Liability Company, Real Parties in Interest, Sacramento Superior Court Case No. 25WM000210.
- 16.2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(Two Cases).

17. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that staff was given direction and no reportable action was taken in closed session.

18. ADJOURNMENT

Mayor Gatewood adjourned the meeting in honor of Martin Luther King Jr. at 7:14 p.m.

ITEM 13.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, January 20, 2026

ATTACHMENT 1

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Tuesday, January 27, 2026

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

Council Members Present: Joe Little, Siri Pulipati, David Sander, and Vice Mayor Linda Budge

Council Members Absent: Mayor Garrett Gatewood

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

2. PUBLIC COMMENT

Vice Mayor Budge stated that public comment would be taken when the items on the agenda were heard.

3. SPECIAL MEETING

- 3.1. **Subject:** Update and Discussion Regarding Countywide Homelessness Shared Governance.

Recommendation: Receive presentation from County of Sacramento staff related to the recommended model for Continuum of Care (CoC) Board restructuring and provide feedback to staff.

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

1. Patrick Hume

ITEM 13.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, January 27, 2026

ATTACHMENT 2

Vice Mayor Budge closed the public comment period.

ACTION: Input was received regarding the Update and Discussion Regarding Countywide Homelessness Share Governance.

3.2. **Subject:** Update and Direction on Senate Bill (SB) 802 (Ashby).

Recommendation: Provide direction to staff to remain neutral on SB 802 with the proposed amendments.

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

ACTION: Input was received regarding Update and Direction on Senate Bill (SB) 802 (Ashby).

3.3. **Subject:** Active Transportation Plan Update: Approaching Final Recommendations.

Recommendation: Receive a presentation from staff on the Draft Active Transportation Plan and provide direction on the final recommendations. Providing direction to staff would guide the finalization of the plan in preparation for final adoption in spring of 2026.

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

1. Helen Whelan Bashaw
2. James Garcia
3. Eleni Caryotakis

Vice Mayor Budge closed the public comment period.

ACTION: Input was received regarding the Active Transportation Plan Update: Approaching Final Recommendations.

3.4. **Subject:** Discussion and Direction Regarding the Housing Components of the Former Mills Crossing Project.

Recommendation: Receive presentation and provide feedback.

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

1. Helen Whelan Bashaw

Vice Mayor Budge closed the public comment period.

ACTION: Input was received regarding Discussion and Direction Regarding the Housing Components of the Former Mills Crossing Project.

4. **ADJOURNMENT**

Vice Mayor Budge adjourned the meeting at 7:25 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 13.2.

DATE: February 2, 2026
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2024-41-1 WITH MCGUIRE-PACIFIC CONSTRUCTORS TO INCREASE THE CONTRACT AMOUNT FROM \$543,815 TO AN AMOUNT NOT TO EXCEED \$800,000 FOR CONTINUED ON-CALL OVERHEAD AND STREET SIGNAGE SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute the contract amendment which would ensure uninterrupted service for maintaining overhead and ground mounted signs.

BACKGROUND

On July 1, 2024, the City of Rancho Cordova entered into an agreement with McGuire-Pacific Constructors (Contract No. 2024-41) to provide on-call fabrication, delivery, installation and/or repair of traffic, speed feedback, wayfinding, and neighborhood/gateway entry signs through June of 2027.

Since the contract began, the city has experienced greater than estimated needs for service to signs due to collisions and vandalism. These incidents have increased repair needs beyond the original contract scope. To ensure uninterrupted service and timely repairs during the remaining sixteen-month term, staff recommends increasing the contract amount. This adjustment will help maintain functional signage and support public safety.

FISCAL IMPACT AND FUNDING SOURCE

The contract amendment is funded by Measure A maintenance funds and does not impact the general fund.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2024-41-1

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2024-41-1 WITH MCGUIRE-PACIFIC CONSTRUCTORS TO INCREASE THE CONTRACT AMOUNT FROM \$543,815 TO AN AMOUNT NOT TO EXCEED \$800,000 FOR CONTINUED ON-CALL OVERHEAD AND STREET SIGNAGE SERVICES

WHEREAS, the parties entered into a General Services Agreement (“GSA”) dated July 1, 2024, (Contract No. 2024-41) in the amount of \$543,815 to provide on-call overhead and street signage fabrication and maintenance services; and

WHEREAS, adoption of this Resolution will authorize the City Manager to execute Amendment No. 1 with McGuire-Pacific Constructors for continued maintenance services; and

WHEREAS, the amendment will increase the contract amount from \$543,815 to an amount not to exceed \$800,000; and

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

WHEREAS, the contract amendment is funded through Measure A maintenance funds and does not impact the city’s general fund.

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. 2024-41-1 with McGuire-Pacific Constructors to increase the contract amount from \$543,815 to an amount not to exceed \$800,000 for on-call overhead and street signage services and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

**FIRST AMENDMENT TO THE GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND MCGUIRE-PACIFIC CONSTRUCTORS**

This First Amendment to the General Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and McGuire-Pacific Constructors ("Contractor") as of February 2, 2026. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a General Services Agreement ("Agreement") dated July 1, 2024; for the purpose of on-call overhead and street signage services; and

WHEREAS, this Amendment will increase the contract total from \$543,815 to \$800,000; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 4 of the GSA, "Compensation of Contractor," provides for the City to pay Contractor \$543,815. The Parties agree to amend Section 4 of the GSA in order to increase the compensation to pay the Contractor for additional services. The first sentence of Section 4 of the GSA, "Compensation of Contractor," is amended to read as follows:

"The Contractor shall be paid \$800,000 for performance of the Services pursuant to this Agreement."
2. All other terms and conditions in the Agreement 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.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF RANCHO CORDOVA

CONTRACTOR

Micah Runner, City Manager

John McGuire Jr., Owner

Date:_____

Date:_____

Attest:

Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date:_____

MEMORANDUM



ITEM 13.3.

DATE: February 2, 2026

TO: Honorable Mayor and Council Members

FROM: Ka Vang, Management Analyst
Stefan Heisler, Housing Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR, AND EXECUTE AN AGREEMENT WITH, THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PROHOUSING INCENTIVE PILOT PROGRAM, AND ALLOCATING PROGRAM FUNDS TO THE MATHER VETERANS VILLAGE PHASE 5 AFFORDABLE HOUSING DEVELOPMENT PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to submit an application for the Prohousing Incentive Pilot (PIP) Program, apply for PIP grant funds, and execute an agreement with the California Department of Housing and Community Development (HCD) to receive the funds and commit them to the Mather Veterans Village Phase 5 affordable housing development project.

BACKGROUND

On February 21, 2023, the City Council approved the city's participation in the Prohousing Designation Program, which included authorizing staff to submit an application for the Prohousing Incentive Pilot (PIP) Program. Subsequently, on May 9, 2023, the city received an award of \$960,000 in Round 1 PIP funding from the California Department of Housing and Community Development (HCD).

On September 25, 2025, HCD released the Notice of Funding Availability (NOFA) and application for Round 4 PIP funding. Program funds may be used for the development of rental or ownership affordable housing, distressed home acquisition and rehabilitation, assistance to homeless persons, and other housing-related uses. Recognizing the city's current housing project priorities, staff recommends allocating these one-time PIP funds to the Mather Veterans Village Phase 5 project. This project is intended to be an affordable multifamily housing project of approximately sixty units for low-income veteran households on the former Mather Air Force Base adjacent to the existing Mather Veterans Village on the northwest corner of Bleckely Street and Schirra Avenue.

The previous PIP authorizing Resolution adopted on February 21, 2023, authorized funding up to the application amount of \$500,000. This new Resolution is required to authorize the City Manager to apply for and execute an agreement in an amount of up to \$960,000. Funding awards are subject to funding availability and HCD's allocation methodology, as set forth in the PIP Guidelines, including consideration of a jurisdiction's Prohousing Designation score and size; therefore, funding is not guaranteed.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING APPLICATION FOR AND RECEIPT OF PROHOUSING INCENTIVE PROGRAM FUNDS AND ALLOCATION OF FUNDS TO THE MATHER VETERANS VILLAGE PHASE 5 AFFORDABLE HOUSING DEVELOPMENT PROJECT

WHEREAS, pursuant to Health and Safety Code 50470 et. Seq, the California Department of Housing and Community Development ("Department") is authorized to issue Guidelines as part of an incentive program (hereinafter referred to by the Department as the Prohousing Incentive Program or "PIP"); and

WHEREAS, the City of Rancho Cordova ("Applicant") desires to submit a PIP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including, but not limited to Prohousing Designation; and

WHEREAS, the Department issued Program Guidelines and an Application for the PIP Notice of Funding Availability ("NOFA") on September 25, 2025, with a total funding amount of \$8 million; and

WHEREAS, the City Council approves the funds to be allocated to the Mather Veterans Village Phase 5 project, which is intended to be an affordable multifamily housing project of approximately sixty units for low-income veteran households on the former Mather Air Force Base adjacent to the existing Mather Veterans Village.

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

SECTION 1. The City Manager, or his designee is hereby authorized to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$960,000.

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of Rancho Cordova is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement ("Standard Agreement") for the amount of \$960,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable

ITEM 13.3.

ATTACHMENT 1

expenditures in the manner presented and specifically identified in the approved Application.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 13.4.

DATE: February 2, 2026

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Assistant Public Works Director
Kristine Courdy, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-277 WITH GHIRARDELLI ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$3,192,716.28 FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution and awarding the construction management contract for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project is a critical milestone for the City of Rancho Cordova to deliver a placemaking bicycle and pedestrian overcrossing bridge structure for the community.

BACKGROUND

U.S. Highway 50 is an impediment to alternative modes of travel within the City of Rancho Cordova, creating a barrier between the north and south sides of the city. While vehicle crossings exist, safe and comfortable bicycle and pedestrian facilities are limited. This results in bicycles sharing the road with high speed vehicles entering and exiting the freeway and major commercial/employment centers. This Project will construct a bicycle and pedestrian facility along Zinfandel Drive from White Rock Road to Folsom Boulevard. This Project will improve multi-modal access and user comfort by removing the barrier to active transportation created by U.S. Highway 50, connecting communities on both sides of the freeway, including improved access to the Zinfandel light rail station, housing, jobs and education. The completed work will reduce vehicle miles traveled and improve air quality.

In 2021, staff presented the proposed alternatives for the project to Council, with the Tied Arch Bicycle and Pedestrian Overcrossing being the preferred alternative. With the alternative being selected, the project team advanced the environmental and preliminary engineering phases with CalTrans and have actively pursued grant funding for the construction phase. As a result, the City of Rancho Cordova was awarded a \$19,956,000 grant through the State Active Transportation Program for the construction phase.

In 2024, the project was environmentally cleared and received approval for the Project Report. Currently, the project is in the final stages of design and approval by Caltrans. Therefore it is prudent timing to bring a Construction Manager onboard the Project to perform a constructability review before going out to bid. In addition, the Construction Manager will perform the construction management services, testing and inspection throughout the entire Project construction phase.

In October 2025, the city issued a Request for Proposals to solicit construction management services for the Project. The city received five proposals from firms in the region and through the competitive selection review process, Ghirardelli Associates, Inc. is recommended as the construction manager for this Project. They have proposed a comprehensive team and demonstrated technical expertise in managing complex bridge and pedestrian overcrossing projects throughout the State of California.

The project is tentatively scheduled to start construction in Summer 2026 and end in 2028.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this project consists of \$11,822,100 in Traffic Mitigation Impact Fees, \$3,377,000 in Federal Highway Improvement Program Grants and \$19,956,000 in State Active Transportation Program Funds.

This project is included in the city's approved Capital Improvement Plan and in the 2025/26 City budget. There is no impact to the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-277

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-277 IN AN AMOUNT NOT TO EXCEED \$3,192,716.28 WITH GHIRARDELLI ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2025-277 with Ghirardelli Associates, Inc. in an amount not to exceed \$3,192,716.28 for construction management services for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project ("Project"); and

WHEREAS, plans for the design and construction of Zinfandel Drive Bicycle and Pedestrian Overcrossing Project have been included in the city's Capital Improvement Plan and Bicycle Master Plan; and

WHEREAS, the Project includes a new pedestrian overcrossing structure over U.S. Highway 50, offset to the east of the existing Zinfandel Drive Overcrossing and establishes a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed Class I bicycle and pedestrian trail would be constructed along the eastern edge of Zinfandel Drive from White Rock Road to U.S. Highway 50 to Olson Drive and then transition to the western edge of Zinfandel Drive to Folsom Boulevard. Single span bridges would be constructed to separate bicycle and pedestrian traffic from vehicular traffic at Gold Center Drive and U.S. Highway 50 ramps; and

WHEREAS, the Project has been awarded funding which currently consists of \$11,822,100 in Traffic Mitigation Impact Fees, \$3,377,000 in Federal Highway Improvement Program Grants and \$19,956,000 in State Active Transportation Program Grant Funds; and

WHEREAS, the contract does not impact the general fund and is included in the city's current approved Capital Improvement Plan and in the 2025/2026 budget; and

WHEREAS, the Public Works Department performed a competitive request for proposal solicitation for the procurement of the Construction Management services; and

WHEREAS, the Project is subject to environmental review under the California Environmental Quality Act (CEQA) and federal environmental review under the National Environmental Policy Act (NEPA) associated with the use of federal funds. The California Department of Transportation, as assigned by the Federal Highway Administration, is the lead agency under the NEPA. The City of Rancho Cordova is the lead agency under CEQA and acting as the Lead Agency, prepared an initial study to analyze the impacts created by the project; and

WHEREAS, an Initial Study/Mitigated Negative Declaration was prepared and circulated pursuant to Article 6 of the California Environmental Quality Act Guidelines; and

WHEREAS, on August 5, 2024, Council approved a Resolution adopting a Mitigation

ITEM 13.4.

ATTACHMENT 1

Negative Declaration, Environmental Findings and Mitigation Monitoring Reporting Program for the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2025-277 in an amount not to exceed \$3,192,716.28 with Ghirardelli Associates Inc. and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND GHIRARDELLI ASSOCIATES, INC.**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Ghirardelli Associates, Inc. ("Professional") as of February 2, 2026. City and Professional are the only parties to this Agreement, therefore the United States Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any Party related to the scope of this Agreement.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the Services ("Services") described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2029, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.
- 1.5 **Consultant Reports.** Professional shall submit progress reports at least once a month. The report should be sufficiently detailed for the City's Contract Administrator to determine, if Professional is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 1.6 **Consultant Meetings.** Professional's Project Manager shall meet with the City's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project.

Revised 10-10-2025

Professional Services Agreement between
City of Rancho Cordova and Ghirardelli Associates, Inc.

February 2, 2026
Page 1 of 36

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed three million one hundred ninety two thousand seven hundred sixteen dollars and twenty eight cents (\$3,192,716.28), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person. The specified rate shall include full compensation to the Professional for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

The method of payment for this Agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The City will reimburse the Professional for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by Professional in performance of the work. Professional will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by Agreement amendment. In no event, will Professional be reimbursed for overhead costs at a rate that exceeds the City's approved overhead rate set forth in the approved Cost Proposal. In the event, The City determines that changed work from that specified in the approved Cost Proposal and Agreement is required; the actual costs reimbursable by the City may be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Section 2 of this article shall not be exceeded unless authorized by Agreement amendment.

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

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

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall be formatted in accordance with Local Assistance Procedures and shall also contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

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

2.3 Final Payment. City shall make the final payment within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are set forth shall not exceed the amount in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.6.1 Services-related travel and subsistence (per diem) expenses of Professional, and any and all of its subcontractors, claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees

under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Professional are in excess of DPA rates, Professional is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Professional on demand within thirty (30) days of such invoice.

- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 Prompt Payment.**
- 2.10.1** Prompt Payment from Local Agency to Professional: The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Professional on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Professional, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:
- (1) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
 - (2) The City must return any payment request deemed improper by the City to the Professional as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.
- 2.10.2** Prompt Payment Certification: For projects awarded on or after September 1, 2023: the Professional must now submit Exhibit 9-P to the City administering the contract by the 15th of the month following the month of any payment(s). If the Professional does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for all firms, and address any prompt payment issues until the end of the project.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the

City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

Professional hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.

Initial

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed

operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

Professional hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.

Initial

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

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

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

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

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

Professional hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.

Initial

4.4 **All Policies Requirements.**

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 **Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 **Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such

deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Professional agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation

of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

Section 6. STATUS OF PROFESSIONAL.

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

Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law, and federal executive orders. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program including 31 U.S.C. Chapter 38 relating to False Claims and Statements.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional 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 Professional thereby.

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

7.6 Safety.

- 7.6.1** Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 7.6.2** Pursuant to the authority contained in Vehicle Code §591, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 7.6.3** Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Professional or prepared by or for Professional or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments.

8.3.1 The Parties may amend this Agreement only by a writing signed by all the Parties.

8.3.2 This Agreement may be amended or modified only by mutual written agreement of the parties.

8.3.3 Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.3.4 There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by City's Contract Administrator.

8.4 Assignment and Subcontracting.

8.4.1 City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.4.2 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subconsultants, and no subagreement shall relieve the Agreement of its responsibilities and obligations hereunder. The Agreement agrees to be as fully responsible to the City for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any

of them as it is for the acts and omissions of persons directly employed by the Agreement. The Agreement's obligation to pay its Subconsultants is an independent obligation from the City's obligation to make payments to the Agreement.

- 8.4.3** The Professional shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Administrator, except that which is expressly identified in the Professional's approved Cost Proposal.
- 8.4.4** Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- 8.4.5** Professional shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Professional by the City.
- 8.4.6** Any substitution of Subconsultants must be approved in writing by the City Contract Administrator in advance of assigning work to a substitute Subconsultant.
- 8.4.7** Prompt Progress Payment: Professional or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Professional on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Professional or subconsultant to a subconsultant, Professional or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to all subconsultants.

- 8.4.8** Prompt Payment of Withheld Funds to Subconsultants: The City may hold retainage from Professional and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to Professional based on these acceptances. The City shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by Professional or subconsultant to a subconsultant.

No retainage will be held by the City from progress payments due to Professional. Professional and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating Professional or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Professional or subconsultant in the event of a dispute involving late payment or nonpayment by Professional, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to all subconsultants.

Any violation of these provisions shall subject the violating Professional or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Professional or subconsultant in the event of a dispute involving late payment or nonpayment by Professional, deficient subcontract performance, or noncompliance by a subconsultant.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the services described in Exhibit A not finished by Professional; and
 - 8.6.4** Charge Professional the difference between the cost to complete the services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.
- 8.7 Temporary Suspension.** The City may temporarily suspend this Agreement, at no additional cost to the City, proved that the Consultant is given written notice (delivered certified mail, return receipt requested) of temporary suspension. If the City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under

the Agreement. A temporary suspension may be issued concurrent with the notice of termination.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

Professional and any subconsultants shall permit the City, the State, and the FHWA if federal participating funds are used in this Agreement to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

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

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

- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** For the purpose of determining compliance with Gov. Code § 8546.7, the Professional, Subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Professional's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three

(3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Professional, Subconsultants, and the Professional's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

- 9.4 Financial Management System and Records.** Professional, and any and all of Professional's subcontractors, shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Services costs and matching funds by line item for the Services. The financial management system of Professional, and any and all of Professional's subcontractors, shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by the City or the State.
- 9.5 Backup documentation.** Professional must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Professional. Professional agrees to submit supporting backup documentation with invoices if requested by City or the State. Acceptable backup documentation includes, but is not limited to, City's progress payment/s to Professional, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs incurred pursuant to the Services.
- 9.6 Audit Review Procedures.**
- 9.6.1** Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.
- 9.6.2** Not later than thirty (30) calendar days after issuance of the final audit report, Professional may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- 9.6.3** Neither the pendency of a dispute nor its consideration by City will excuse Professional from full and timely performance, in accordance with the terms of this Agreement.
- 9.6.4** Professional and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA

ICR audit work paper review it is Professional's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Professional and approved by City Contract Administrator to conform to the audit or review recommendations. Professional agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Professional to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- 9.6.5** Professional's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Professional and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Professional to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

(1) During IOAI's review of the ICR audit work papers created by the Professional's independent CPA, IOAI will work with the CPA and/or Professional toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Professional at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI. Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

(2) If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Professional to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Professional's and/or the independent CPA's revisions.

(3) If the Professional fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

(4) Professional may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Professional must submit the final invoice to the City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Professional, either as a prime or subconsultant, with the same fiscal period ICR.

Section 10. FUNDING PROVISIONS.

10.1 Prohibition of Expending City, State, or Federal Funds for Lobbying.

10.1.1 Professional certifies to the best of his or her knowledge and belief that:

(a) No state, federal or City appropriated funds have been paid, or will be paid by- or-on behalf of Professional to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Professional shall

complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

10.2 Statement of Compliance.

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

10.2.2 During the performance of this Contract, Professional and all subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Professional and all subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

10.2.3 Professional and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-ij et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-n, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

10.2.4 Professional shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its

facilities as said Department or City shall require to ascertain compliance with this clause.

- 10.2.5** Professional and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 10.2.6** Professional shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.
- 10.2.7** The Professional, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- 10.2.8** The Professional shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Professional shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- 10.2.9** Professional, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.
- 10.2.10 Title VI Assurances (Appendix A):** During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Professional) agrees as follows:
- A. Compliance with Regulations: Professional shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
 - B. Nondiscrimination: Professional, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and

retention of sub-applicants, including procurements of materials and leases of equipment. Professional shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Professional for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Professional of the Professional's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: Professional shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Professional is in the exclusive possession of another who fails or refuses to furnish this information, Professional shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Professional has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Professional's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to Professional under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: Professional shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Professional shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Professional becomes involved in, or is threatened with, litigation with a sub-

applicant or supplier as a result of such direction, Professional may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Professional may request the United States to enter into such litigation to protect the interests of the United States.

10.2.11 Pertinent Non-Discrimination Authorities (Appendix E). Professional and all of Professional's subcontractors agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as

implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. To the extent required by law, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. To the extent required by law, Executive Order 13166 Re, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

10.4 Debarment and Suspension Certification.

10.4.1 Professional's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Professional has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

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

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

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

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

10.7 **Equipment Purchase.**

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

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

10.7.3 Any equipment purchased as a result of this contract is subject to the following: (1) "Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Professional may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount

equal to the sales price. If Professional elects to keep the equipment, fair market value shall be determined at Professional's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City; and (2) Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

10.8 Disputes. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If the dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise proved herein, then either party may commence legal action against the other.

10.8.1 Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator and City's Department Head who may consider written or verbal information submitted by Professional.

10.8.2 Not later than 30 days after completion of all work under the contract, Professional may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

10.8.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Professional from full and timely performance in accordance with the terms of this contract.

10.9 Cost Principles.

10.9.1 Professional agrees that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Services cost items

10.9.2 Professional agrees to comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and Federal regulations

10.9.3 Any costs for which payment has been made to Professional that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Professional to City.

10.9.4 All subcontracts in excess of \$25,000 shall contain the above provisions.

10.10 [INTENTIONALLY OMITTED].

10.11 Covenant Against Contingent Fees. The Professional warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Professional; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

10.12 Funding Requirements.

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

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

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

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

10.13 State Prevailing Wage Rates.

10.13.1 No Professional or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

10.13.2 The Professional shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor

Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>).

These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

10.13.3 General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

10.13.4 Payroll Records:

- (1) Each Professional and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Professional or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
- (2) The payroll records enumerated under paragraph (1) above shall be certified as correct by the Professional under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representatives at all reasonable hours at the principal office of the Professional. The Professional shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial

Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Professional.

- c. The public shall not be given access to certified payroll records by the Professional. The Professional is required to forward any requests for certified payrolls to the City Contract Administrator by both email and regular mail on the business day following receipt of the request.
- (3) Each Professional shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- (4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Professional or Subconsultant performing the work shall not be marked or obliterated.
- (5) The Professional shall inform City of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- (6) The Professional or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Professional or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments then due. Professional is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

10.13.5 When prevailing wage rates apply, the Professional is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Administrator.

10.13.6 Penalty:

- (1) The Professional and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Professional and any Subconsultant shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work

or craft in which the worker is employed for any public work done under the Agreement by the Professional or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

- (2) The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Professional or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Professional or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Professional or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Professional or Subconsultant had knowledge of the obligations under the Labor Code. The Professional is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
- (3) In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Professional or Subconsultant.
- (4) If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Professional of the project is not liable for the penalties described above unless the Professional had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Professional fails to comply with all of the following requirements:
 - a. The Agreement executed between the Professional and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The Professional shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Professional shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Professional shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
- (5) Pursuant to Labor Code §1775, City shall notify the Professional on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
- (6) If City determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Professional shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

10.13.7 Hours of Labor:

Eight (8) hours labor constitutes a legal day's work. The Professional shall forfeit, as a penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Professional or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

10.13.8 Employment of Apprentices:

- (1) Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the Professional and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- (2) Professional 's and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Professional and subconsultants are advised to contact the DIR Division of

Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Professional is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

10.14 Claims filed by City's Construction Contractor.

- 10.14.1** If claims are filed by City's construction contractor relating to work performed by Professional's personnel, and additional information or assistance from Professional's personnel is required in order to evaluate or defend against such claims; Professional agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- 10.14.2** Professional's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City.
- 10.14.3** Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Professional's personnel services under this Agreement.
- 10.14.4** Services of Professional's personnel in connection with City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

10.15 Confidentiality of Data

- 10.15.1** All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this Agreement, shall be protected by Professional from unauthorized use and disclosure.
- 10.15.2** Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.
- 10.15.3** Professional shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

10.15.4 Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt City's written permission.

10.15.5 Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

10.15.6 All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity, other than City, Caltrans, and/or FHWA. All of the materials prepared or assembled by Professional pursuant to performance of this Contract are confidential and Professional agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Professional or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Professional for any damages caused by Professional releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

Section 11 **MISCELLANEOUS PROVISIONS.**

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

11.6 Use of Recycled Products. Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

11.7 Conflict of Interest. Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

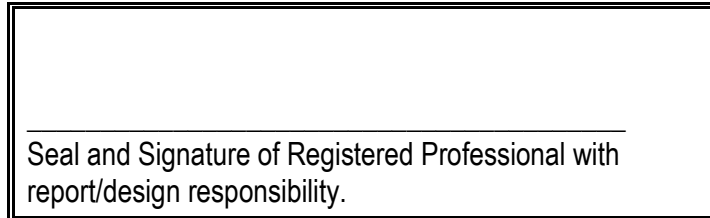
11.8 Solicitation. Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

11.9 Contract Administration. This Agreement shall be administered by Edgar Medina ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

11.10 Notices. Any written notice to Professional shall be sent to:
Dave Nugen
2990 Lava Ridge Ct, Suite 120
Roseville, CA 95661
Email Address (for Insurance Update Requests)
dnugen@ghirardelliassoc.com

Any written notice to City shall be sent to:
Edgar Medina
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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



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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Micah Runner, City Manager

Randall Bruner, President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

[See attached Scope of Services]

1.1. PROJECT GENERAL INFORMATION

The City of Rancho Cordova (City), Public Works Department has retained the Consultant for construction management services for the Zinfandel Bicycle and Pedestrian Overcrossing and Artwalk Project.

The Zinfandel Bicycle and Pedestrian Overcrossing and Artwalk Project (Project) includes a multi-modal path from White Rock Road to Folsom Boulevard and a tied arch overcrossing over U.S. 50. This includes a grade separated multi-use path from White Rock Road that crosses under Gold Center Drive and US 50 eastbound on-ramp and westbound off-ramp. The project includes an Art Walk with artwork and signage installed along the path. The total construction estimate is \$31M with an estimated construction timeline of 18-months.

The consultant team shall have a strong knowledge of the Caltrans civil and structural design procedures, Caltrans LAPM, Caltrans LAPG, Caltrans Standard Plans and Specifications, State and Federal regulatory requirements, County of Sacramento and City of Rancho Cordova design & development standards.

The Project has Federal Grant Funding. In accordance with the Interim Final Rule (IFR) published by the US Department of Transportation on September 30, 2025, this agreement is not subject to DBE requirements.

The City requires construction management services during the construction phase of the Project. The term construction phase as it pertains to this Project shall mean the Project's pre-construction, construction, and closeout phases. The services to be provided by the Consultant shall include, but not be limited to, those listed in the Scope of Work.

The Consultant shall provide Construction Managers (hereinafter referred to as "CM"), licensed as Professional Civil Engineer Registered in the State of California, for a wide range of services including but not limited to: administration, project inspection, quality assurance, materials testing, safety, claims mitigation, document control, labor compliance, construction management and constructability review. The CM shall qualify and act as the City's Resident Engineer in accordance with state and federal requirements. The Consultant will not be responsible for the construction staking but will be required to confirm/verify correctness; construction staking will be performed by the design engineer or contractor under a separate contract. The construction manager services will encompass serving as the City's Representative to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, and materials sampling and testing.

For all testing work on federal and state aided projects, the laboratory and testing personnel must be certified as required by the City of Rancho Cordova's Quality Assurance Program (QAP) Manual. The Consultant must follow all pertinent State testing requirements as required in the QAP.

All inspection, materials testing, construction management, and related activities shall be completed in accordance with the latest edition of, but not limited to, the following documents:

- Regulatory Agency Permits
- City/County Standards
- Caltrans Standard Test Methods
- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Caltrans Construction Manual & Bulletins
- Manual of Uniform Traffic Control Devices & California Supplement
- City of Rancho Cordova Construction Procedures Manual
- Caltrans LAPM and LAPG
- City of Rancho Cordova QAP

2.0 GENERAL REQUIREMENTS

2.1. PREVAILING WAGE

The services described herein are considered “public works” as defined by California Labor Code Section 1720 et seq. If a consultant is awarded a contract, they shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws for services under the Consultant’s contract.

2.2. ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants, is used for the City Project. Departure or reassignment of, or substitution for, any member of the designated team or sub-consultant(s) shall not be made without the prior written approval of the City.

2.3. PRE-AWARD AUDIT

Consultants on a proposed agreement with a dollar value greater than \$1,000,000 and subconsultants with sub-agreements greater than \$500,000 are subject to a financial review of their indirect cost rate (ICR) by Caltrans’ Independent Office of Audits and Investigations (A&I).

3.0 SCOPE OF WORK

The City has retained the Consultant for construction management, construction inspection, materials sampling and testing, and laboratory services for the Zinfandel Pedestrian Overcrossing and Artwalk Project (Project). The Consultant shall perform services in accordance with the latest Caltrans, Sacramento County and City standards, the State Local Assistance Procedures Manual, and other appropriate documents.

The consultant will be expected to manage and control costs and resources, and complete work in adherence to the agreed upon Project schedule and will assign a Project Manager who will act as the City's primary contact and will be entirely responsible for project management activities throughout the life of the Project (including subconsultant work, if applicable).

A. OVERVIEW OF SERVICES

The Consultant shall provide construction administration of the project to facilitate the ongoing construction efforts. The Consultant shall:

- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.
- Provide labor compliance services including, but not limited, to monitoring contractor compliance with applicable labor laws.
- Ensure compliance with Contractor's DBE requirements. Based on the US DOT IFR this will be an optional task if DBE requirements are required at the time of the construction solicitation.
- Provide administrative, management and related services as required to coordinate the work of the Contractor, to complete the project in accordance with contract documents, State regulations and in accordance with the City's objectives for cost, time and quality.
- Coordinate with the City, Caltrans and all other involved agencies to obtain and comply with all required permits.
- Prepare all ongoing documentation, testing and other administration associated with the project funding.
- Review the construction schedule, including activity sequences and durations, schedule of submittals and schedule of delivery for products with long lead-time. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.
- Prepare a cost control program. Provide continuous monitoring of the approved estimate of construction cost, showing actual costs for activities in progress and estimates for incomplete tasks. Identify variances between actual and budgeted or estimated costs and advise the City whenever projected costs exceed budgets or estimates.
- Recommend necessary or desirable changes in the construction Contractor's scope of work to the City, review and evaluate Contractor's request for changes, assist in negotiating Contractor's proposals, submit recommendations to the City

supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.

- Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Develop and implement procedures for the review and processing of applications by Contractor for progress and final payments. Make recommendations for certification to the City for payment.
- Consult with the Design Engineer and the City if the Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- Provide a staffing schedule each month for the following month. This schedule is subject to the City's approval.
- Manage any utility work to be performed by utility agencies (work not part of Contractor's responsibilities).
- The Project General Contractor will be responsible for providing a trailer on-site with a space for the Construction Management Team.

B. RESIDENT ENGINEER/ASSISTANT RESIDENT ENGINEER

The Resident Engineer/Assistant Resident Engineer shall be responsible for the construction contract administration and shall ensure that the performance of assigned work complies with the requirements of the plans, specifications, and City standards. The Consultant may propose one or two staff persons, as they see fit, to provide the duties described herein. The essential duties of the Resident Engineer/Assistant Resident Engineer shall include, but not limited to, the following:

- Coordination with other Consultants
- Conduct pre-construction conference and periodic construction progress meetings
- Coordinate utility work
- Community Outreach including preparing and distributing notices.
- Grant administration including periodic reporting to granting agency.
- Attend pre-construction conference and periodic construction progress meetings including, but not limited to, preparation of agendas and meeting minutes.

- Monitor the contractor's operations.
- Analyze the plans, estimates, and preliminary quantity calculations, and determine if the estimated quantities cover all contemplated work items.
- Study the environmental permits or approvals.
- Coordinate required testing stated in the specifications and special inspections as necessary
- Ensure that the contractor complies with the DBE Program Plan. (Based on the US DOT IFR this will be an optional task if DBE requirements are required at the time of the construction solicitation).
- Assist the Labor Compliance Officer with administering labor compliance requirements.
- Prepare a monthly Project Progress Report, outlining at a minimum, accomplishments since the prior Project Progress Report; current status of Project performance such as cost and schedule performances; progress toward resolution of previously identified problems; problems or potential problems since the prior Project Progress Report, planned corrective actions; and milestones expected to be reached during the next reporting period. Each Project Progress Report shall also include photographs taken during the reporting period.
- Ensure the contractor complies with all contract requirements.
- Call for required tests to ensure work quality in conformance with the City's Quality Assurance Program (QAP).
- Keep complete, accurate, and concise records (daily reports) of the work and quantities measured for payment.
- Keep the City informed of work progress and problems.
- Respond to any contractor questions about plans and specifications.
- Work effectively by knowing construction methods and inspection techniques.

The aforementioned duties are essential and shall not be considered as a comprehensive list of duties for the resident engineer/assistant resident engineer. Full details of the responsibilities and duties of the Resident Engineer/Assistant Resident Engineer are discussed in the California Department of Transportation (Caltrans) Construction Manual, Local Assistance Procedures Manual, and Surveys Manual.

The Resident Engineer/Assistant Resident Engineer shall be a licensed professional civil engineer. The Resident Engineer/Assistant Resident Engineer should also be a

Qualified Storm Water Pollution Prevention Plan Developer (QSD) or Qualified Storm Water Pollution Prevention Plan Practitioner (QSP), as certified by the California Stormwater Quality Association (CASQA)/California Construction General Permit Training Team.

C. STRUCTURAL REPRESENTATIVE

The Structure Representative shall be responsible for the technical and administrative control of the structure element and shall perform quality assurance over the contractor's work that involves structures and the contract's necessary structure-related administrative tasks. The essential duties of the Structure Representative shall include but not limited to, the following:

- Participate in pre-construction conference and periodic construction progress meetings.
- Administer all assigned contracts for structure work.
- Inspect, document, and field test or call for required testing of materials for all structure work in conformance with the City's Quality Assurance Program (QAP).
- Provide claim positions and draft change orders for structure work.
- Confer with the contractor regarding the need for construction surveys for the structures, and coordinates with the contractor's land surveyor.
- Coordinate with the contractor regarding any special job-specific safety training that may be required to inspect structure work (e.g. fall protection, confined spaces, etc.).

The aforementioned duties are essential and shall not be considered as a comprehensive list of duties contained in this Agreement. Full details of the responsibilities and duties of the Structure Representative are discussed in the California Department of Transportation (Caltrans) Local Agency Structure Representative Guidelines, Construction Manual, Local Assistance Procedures Manual, Bridge Construction Records and Procedures Manual, and Surveys Manual.

The Structure Representative shall be a professional civil engineer, licensed in the State of California, with qualifying structure-related experience relative to the structure work involved, and pre-approved by the Caltrans Office of Structures Construction Area Construction Manager.

D. LABOR COMPLIANCE ADMINISTRATION SERVICES

The Labor Compliance Officer shall perform administration of the labor compliance to enforce the contract's provisions and ensure that all labor compliance requirements are

performed and documented in the Project file. The essential duties of the Labor Compliance Officer shall include, but not be limited to the following:

- Participate in pre-construction conference and periodic construction progress meetings, as needed.
- Review Resident Engineer's daily reports, which note employees, labor classifications, hours worked, and equipment working on the Project.
- Conduct spot interviews with employees on the Project.
- Maintain written evidence of apprentices employed on the Project.
- Ensure that the contractor submits certified payrolls and/or owner operator listings for their work and from all subcontractors or equipment rental companies who perform work on the Project.
- Spot checking the payrolls or listings to ensure that, at the least, applicable Davis-Bacon or State prevailing wage rates are paid.
- Cross check reports, interviews, and payrolls and wage rates in order to determine the contractor's and subcontractor's compliance. Compare all force account or day labor work to certified payrolls.
- Ensure that the contractor posts all specified posters, notices, wage determinations, etc. at the job site.
- In concurrence with the Resident Engineer, apply necessary sanctions against the contractor for failure to submit payrolls or noncompliance with the labor standard requirements.
- Reporting any apparent violation of state or federal labor requirements to the Resident Engineer, immediately upon discovery.

The aforementioned duties are essential and shall not be considered as a comprehensive list of duties. Full details of the responsibilities and duties of the Labor Compliance Officer are discussed in the California Department of Transportation (Caltrans) Construction Manual, and Local Assistance Procedures Manual.

3.1 PRE-CONSTRUCTION SERVICES

Constructability Review

The plans and specifications for the project are 90% complete. However, the Consultant shall provide a constructability review prior to advertisement or bid opening so that as many issues can be addressed/resolved prior to opening bids. This will

include marking up the specifications and set of plans with comments.

Deliverables:

- One copy of the final Constructability Review including plan and specifications markups

Project Bid Support

Consultant shall be available to assist with any require Request for Information (RFI's) during Project bidding. The City utilizes and electronic procurement software to analyze bids. The Consultant shall be available to perform an overview of the submitted bids. The City will prepare the bid solicitation, manage the process, and draft the agreement. This task includes high level support.

Documentation of Pre-Construction Conditions

Consultant shall document pre-construction conditions using photographs, written notes, and video. The entire site shall be videoed prior to construction. Special or sensitive areas shall be noted and extra documentation may be required.

Deliverables:

- Copies of all documentation, including photographs, notes and videos

Documentation and Record Keeping

The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress and contractual obligations. The Consultant shall provide at a minimum the services below:

- Verify that all required certificate of bonds and insurance have been received from the Contractor and forwarded to the City for approval.
- Maintain at the project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which are relevant to the contract work.
- During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.
- A detailed photographic history of all phases of the project shall be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time and items of interest. The photographs shall be maintained in an

album and the photographs shall be indexed for ease of retrieval. Photos shall also be taken of the following:

- Barricade placement.
- Disputed work items.
- Work that has to be duplicated, replaced, or removed.
- Completed work.
- Extra work.

3.2 CONSTRUCTION MANAGEMENT SERVICES

Meetings and Reports

Consultant shall prepare for and conduct weekly construction progress meetings to discuss such matters as procedures, progress, problems and scheduling and any other required meetings between the Contractor, City, the Design Engineer and any agencies related to the project. Consultant shall take minutes of the meetings and distribute them to attendees within one week of the meeting. Meetings shall be held at the offices of the City of Rancho Cordova Department of Public Works or at a mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- Pre-construction meeting with City and all applicable parties related to the project.
- Weekly meetings with City and all applicable parties related to the project.
- Any meetings necessary to immediately resolve project issues related to scope, cost, schedule, etc.
- Meeting minutes.

Submittals and Clarifications

The Consultant shall issue documented clarifications and interpretations of the Project Plans and Specifications in response to requests by the Contractor. The Consultant shall notify the City of any clarifications or interpretations that may result in a change order. The Consultant shall also accept and process submittals, including but not limited to shop drawings, product data, and product samples. The Consultant shall review any submittals deemed appropriate by the City. Submittals requiring review by the Design Engineer shall be logged and transmitted for formal review. Consultant shall be responsible to see that all submittals are reviewed and returned in a timely manner.

Deliverables:

- Copies of all documentation for clarification and interpretation of the Project Plans and Specifications

Quality Assurance

The CM shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the City, to assure that the work performed and materials furnished are in accordance with the contract documents. The CM shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the City and appropriate parties for resolution.

Field Inspection

Consultant shall provide experienced and qualified field inspectors (who are acceptable to the City) to observe/inspect the Contractor's construction work on a daily basis. The Inspector shall inspect all constructed facilities prior to burial and observe all tests required to be performed by the Contractor or referenced in the Project Plans and Specifications. Field inspectors shall monitor the Contractor's performance for adherence to project plans and specifications, construction quality, cost, and schedule and shall enforce, either approving or rejecting the Contractor's work in accordance with the requirements of applicable Contract Documents. Inspectors will review the safety programs developed by the Contractor as required by the contract documents and monitor the Contractor's compliance. Depending on the scope of the project, individual inspectors shall have inspection experience that includes, but is not limited to, the following areas:

1. General site preparation including clearing, grubbing, and mass grading. Environmentally sensitive issues such as wetland preservation/mitigation, tree protection, tree removal and mitigation, water quality management, and erosion control construction and monitoring.
2. Underground construction that includes wet and dry utilities, canals, detention ponds, etc.
3. New road construction, existing road widening and improvements including subgrade, structural section and paving, knowledge of bridge construction inspection, and pier construction and placement.
4. Other experience applicable to the project.

Daily inspection reports and diaries of Contractor's construction activities shall be prepared and made available to the City on the following day. Daily inspection reports shall include, at a minimum, the following information: Contractor's activities, weather conditions, discussions with the Contractor, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice. The

Consultant shall document special situations by photograph or video accompanied with a written description. Consultant shall document any defective work until it is repaired to the Consultant's and City's satisfaction and quality of work is in accordance with the contract documents.

The Consultant shall prepare and submit a written weekly report to the City describing updates of the project progress, summaries of work performed including percent of work completed, work activities behind schedule, any community relations issues and defective work. All outstanding deficiencies shall also be noted in the weekly report until resolved or settled.

Deliverables:

- Daily Inspection Reports
- Weekly Reports

Testing

Consultant shall provide, coordinate, and monitor all field and laboratory testing of soils, backfill, asphalt concrete, Portland cement concrete, and other testing required by law or the Project Plans and Specifications. Consultant(s) shall perform all testing work with certified technicians including, but not limited to, Caltrans certifications. All Consultant(s) laboratory facilities shall be certified to perform the respective tests according to the Caltrans Quality Assurance Program Manual for use by Local Agencies and shall be approved by the City. Consultant shall review results of tests, forward copies of the results to the City as part of the weekly reports, and work with the Contractor to resolve deficiencies. All test procedures will be in accordance with the latest Caltrans Test Methods and the City of Rancho Cordova Specifications.

Deliverables:

- Copies of all testing results

Department of Industrial Relations – SB 854 Compliance

Consultant shall comply with the Public Works Contractor Registration Law – SB 854 as required by the Department of Industrial Relations.

Construction DBE Compliance (Optional)

The Project has Federal Grant Funding. In accordance with the Interim Final Rule (IFR) published by the US Department of Transportation on September 30, 2025, DBE requirements have been placed on hold effective October 3, 2025. Should DBE requirements be required upon solicitation of the construction contract, the CM shall provide an optional task to ensure the Project is compliant with LAPM Chapter 9 requirements.

Project Record Keeping – Electronic Project/Construction Management Software

Consultant shall provide a software program for electronic project record keeping. The program shall be able to record daily progress, problems, transmittals, submittals, requests for information, project documents, inspection logs, change orders and all general correspondences. The program shall be accessed in the field through a computer, cell phone and tablets and the inspector shall have cell or internet coverage at the project site.

3.3 POST CONSTRUCTION SERVICES**Project Closeout**

The Consultant shall submit to the City's Representative the following close out items:

1. The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction of this project.
2. All records, maps, and plans maintained by the Consultant during construction.
3. All approved shop drawings, submittals and manufacturers' literature maintained by the Consultant during the construction project.
4. One complete set of annotated project progress photographs bound chronologically and videos taken before and during construction.
5. One set of record drawings of as-built changes marked up electronically.

Warranty Inspection

The Consultant shall provide a warranty inspection prior to the warranty expiration date. The Consultant will submit a copy of the warranty report to the City.

3.4 OTHER TASKS

As part of the inspections and construction administration activities, the Consultant shall include the tasks listed below as part of the overall project activities as listed in the professional services agreement:

1. Consultant shall monitor Contractor's coordination with various utility companies.
2. Consultant shall inspect traffic control and erosion control measures as often as necessary to assure activities are in accordance with the Contract documents and State regulations.
3. Consultant shall notify the City immediately of any errors or omissions that are found on the plans and specifications during construction.
4. Consultant shall enforce the requirements of the California Labor Code as they pertain to the project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications.

5. Consultant shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

3.5 LOCAL AGENCY OBLIGATIONS

All plans, specifications and data applicable to the projects and in possession of the City of Rancho Cordova are too made available to the Consultant. The City will assign a City Project Manager for the project associated with this Agreement to assist/direct the Consultant.

4 MISCELLANEOUS

The Consultant shall support the City in any post-completion dispute, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Staff meetings of the Consultant shall not be considered as part of services for which payment will be made. Only meetings fully dedicated to the project can be billed.

Time required by the Consultant to reach the designated work site shall not be considered part of the services for which payment will be made.

Costs associated with vehicle, phone and computer shall be included in Consultants hourly rate and no separate reimbursable request will be allowed.

Billing shall be on a monthly interval as designated by the City. Billing documentation shall include percent complete and percent spent on each billing task.

There shall be no reimbursable expenses on this project unless approved in writing, in advance, by the City.

The City will not provide office space for Consultant staff. If additional accommodations are needed by the Consultant, Consultant shall be responsible for obtaining the additional accommodations at no cost to the City.

The City will make available all plans, specifications and data applicable to the projects and in possession of the City. The City will assign a City Project Manager to assist/direct the Consultant.

Department of Industrial Relations – SB 854 Compliance - Consultant shall comply with the Public Works Contractor Registration Law – SB 854 as required by the Department of Industrial Relations.

EXHIBIT B

COMPENSATION SCHEDULE

[See attached Cost Proposal]



Ghirardelli Associates, Inc.
Project Staffing Effort - Hours and Cost Proposal
Professional Services for the Zinfandel Bicycle and Pedestrian Overcrossing Construction Management
City of Rancho Cordova

January 9, 2026

		Project Manager	Resident Engineer / Structures Rep.	Assistant RE/SR	Office Engineer/Labor Compliance	Construction Inspector - Lead	SWPPP Manager	Claims/ Scheduling Lead	Project Engineer/Utility Coord.	Public Outreach Manager	Bridge - Technical Advisor	Support - Claims/ Scheduling	Support - Construction Inspector	Support - Construction Inspector	Support - Construction Inspector	Materials Testing (Field/ Lab)	Environmental Monitoring / Biological	Steel Structures - Technical Advisor	Optional - Survey Quality Assurance	Total Hours
		Dave Nugen, PE	Scott Buckley, PE	Joseph Lasensky, PE	Jennifer Cutler, EIT, LSIT	Aaron Thomas, ACI	Jaimie Azvedo, PE, QSD	Robert Hynes, PhD, PE, PSP, PMP	Christopher Heylin, PE	Dania Aguilar	Charles Krueger, PE, QSD	Jay Ryan, ICC	Matthew Sagraves, ACI	Paul Olvera	Tristan Thorsteinsson, EIT	Blackburn Consulting	Dokken Engineering	Morrison Structures	R.E.Y. Engineers	
		\$ 313.87	\$ 288.76	\$ 231.01	\$ 163.21	\$ 202.78	\$ 218.78	\$ 289.54	\$ 263.52	\$ 131.15	\$ 342.79	\$ 214.31	\$ 196.43	\$ 217.87	\$ 208.31	\$ -	\$ -	\$ -	\$ -	
SCOPE OF SERVICES		Estimated Hours																		
A.	Task 1: Preconstruction Services																			
	Establish Electronic Project Management System; Pre-Construction Site Documentation	16	24	24	24	24					16									128
	Constructability and Biddability Reviews	80	80	80		40														280
	Project Bid Support	24	80	80																184
																				0
	Total Hours - Task 1	120	184	184	24	64	0	0	0	0	16	0	0	0	0	0	0	0	0	592
	Total Cost - Task 1	\$ 37,664.40	\$ 53,131.84	\$ 42,505.84	\$ 3,917.04	\$ 12,977.92	\$ -	\$ -	\$ -	\$ -	\$ 5,484.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,681.68
B.	Task 2: Construction Management Services																			
	Project Coordination, Meetings, and Reports; Submittals and Clarifications; Quality Assurance; Project Cost and Risk Control; Labor Compliance; Technology Integration	212	1720	2340	1248	3120	624	288			40									9592
	Bridge Placement	16	72	72		72					8		72	72						0
																				0
	Total Hours - Task 2	228	1792	2412	1248	3192	624	288	0	0	48	0	72	72	0	0	0	0	0	9592
	Total Cost - Task 2	\$ 71,562.36	\$ 517,457.92	\$ 557,196.12	\$ 203,686.08	\$ 647,273.76	\$ 136,518.72	\$ 83,387.52	\$ -	\$ -	\$ 16,453.92	\$ -	\$ 14,142.96	\$ 15,686.64	\$ -	\$ 559,324.00	\$ 18,000.00	\$ 6,000.00	\$ 32,000.00	\$ 2,878,690.00
C.	Task 3: Post-Construction Services																			
	Project Closeout and Warranty Inspection		260	120	260	40														680
																				0
																				0
	Total Hours - Task 3	0	260	120	260	40	0	0	0	0	0	0	0	0	0	0	0	0	0	680
	Total Cost - Task 3	\$ -	\$ 75,077.60	\$ 27,721.20	\$ 42,434.60	\$ 8,111.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 153,344.60
D.	Other Direct Charges																			
	Outreach Materials: Flyers, Postage, Mailers, Signs, Postage, Envelopes,Etc.																			\$ 5,000.00
	Total - Other Direct Charges																			\$ 5,000.00
TOTAL - ALL HOURS		348	2236	2716	1532	3296	624	288	0	0	64	0	72	72	0	0	0	0	0	11248
TOTAL COST with ODCs		\$ 109,226.76	\$ 645,667.36	\$ 627,423.16	\$ 250,037.72	\$ 668,362.88	\$ 136,518.72	\$ 83,387.52	\$ -	\$ -	\$ 21,938.56	\$ -	\$ 14,142.96	\$ 15,686.64	\$ -	\$ 559,324.00	\$ 18,000.00	\$ 6,000.00	\$ 32,000.00	\$ 3,192,716.28

Overall Assumptions

1. Inspection Rates based on Prevailing Wage, First Shift, Standard.

2. Construction hours based on 18 months (3,120 hours).

3. All rates based on Standard shift. No overtime, doubletime, or night work has been estimated.

4. Cost proposal based on Engineer's Estimate of \$31M.

5. Per prevailing wage requirements, a shift differential is for any covered work shift beginning after 2PM.

6. Any extensive reproduction or delivery service charges shall be billed at actual.

7. Rates valid until 12/31/2026. Annual rate escalation is 5%

ITEM 13.4.

Fresno Office:

4186 Swift Avenue Suite 107
Fresno, CA 93722
(559) 438-8411



ATTACHMENT 2

Auburn (530) 887-1494
West Sacramento (916) 375-8706

File No. 5054.P
January 9, 2026

Ghirardelli Associates (Ghirardelli)
Mr. Dave Nugen
Project Manager
2990 Lava Ridge Ct. STE 200
Roseville, CA 95661

Subject: PROPOSAL FOR MATERIALS TESTING & WELDING INSPECTION SERVICES
Zinfandel Drive Bicycle and Pedestrian Overcrossing
Rancho Cordova, California

Dear Mr. Nugen,

At your request, Blackburn Consulting (Blackburn) prepared this proposal to provide on-call materials testing services for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project in Rancho Cordova, California. Our proposal includes Basis of Proposal, Scope of Services, Fee Estimate, and Limitations.

BASIS OF PROPOSAL

We based our scope of services and fee estimate on:

- 95% Project Plans prepared by Dewberry dated October 2024.
- Rancho Cordova QAP dated April 2024
- Plans and specifications were not available at the time of our estimate.

SCOPE OF SERVICES

Blackburn proposes the following materials testing scope of services on an on-call basis as scheduled and directed by Ghirardelli:

Gold Center Drive PUC Bridge

- Compaction testing of structure backfill (6, 4-hour days).
- Concrete and concrete aggregate sampling and testing (8, 4-hour days for sampling and 4, 2-hour sample pickups).

Retaining Walls 1 through 4

- Compaction testing of structure backfill (21, 4-hour days).
- Concrete and concrete aggregate sampling and testing for retaining walls (14, 4-hour days for sampling and 14, 2-hour sample pickups).

ITEM 13.4.

PROPOSAL FOR MATERIALS TESTING SERVICES

Zinfandel Drive Bicycle and Pedestrian Overcrossing, Rancho Cordova, CA

January 9, 2026

ATTACHMENT 2



Zinfandel Pedestrian Overcrossing

- Compaction testing of structure backfill (8, 4-hour days).
- Concrete and concrete aggregate sampling and testing (40, 4-hour days for sampling and 40, 2-hour sample pickups).

Pedestrian UC Bridge

- Compaction testing of structure backfill (6, 4-hour days).
- Concrete and concrete aggregate sampling and testing (8, 4-hour days for sampling and 8, 2-hour sample pickups).

US50 Westbound On-Ramp PUC Bridge

- Compaction testing of structure backfill (6, 4-hour days).
- Concrete and concrete aggregate sampling and testing (8, 4-hour days for sampling and 8, 2-hour sample pickups).

US50 Westbound Off-Ramp PUC Bridge

- Compaction testing of structure backfill (6, 4-hour days).
- Concrete and concrete aggregate sampling and testing (8, 4-hour days for sampling and 8, 2-hour sample pickups).

Bike Path and Roadway

- Compaction testing of embankment fill (8, 4-hour days).
- Compaction testing of roadway/bike path subgrade and aggregate base (40, 4-hour days).
- Compaction testing of driveways, curb ramps, sidewalk, and curb and gutter subgrade and aggregate base (46, 4-hour days).
- Hot mix asphalt (HMA) sampling and observation (4, 8-hour days).

Underground Utilities and Drainage

- Compaction testing of trench backfill (6, 4-hour days).

Structural Steel Welding and Bolting Inspection

- Full time welding inspection (60, 8-hour days).
- Full time high strength bolting inspection (10, 8-hour days).

Quality Assurance (QA) Laboratory testing

- 86 sets of concrete aggregates (Sieve, Sand Equivalent, Cleanness Value).
- 516 concrete compressive strength tests (86 sets of 6).
- 2 sets of aggregate base acceptance tests (Sieve, Sand Equivalent, Durability, R-Value).
- 4 sets of HMA and HMA aggregate daily tests (Sieve, Sand Equivalent, Oil Content, Air Voids, Max Theoretical Density, HMA Moisture, and HMA Core).
- 2 Sets of HMA volumetric mix properties (Hamburg Wheel, Moisture Sensitivity, Volumetrics).
- 1 set of HMA aggregate properties (LA Rattler, Crushed Particle, Fine angularity, Flat & Elongated).
- 60 maximum wet density (CTM 216) for relative compaction determination.
- QA frequency of testing performed in accordance with Rancho Cordova QAP dated April 2024.

ITEM 13.4.

PROPOSAL FOR MATERIALS TESTING SERVICES

Zinfandel Drive Bicycle and Pedestrian Overcrossing, Rancho Cordova, CA

January 9, 2026

ATTACHMENT 2



Exclusions

- HMA coring. We assume contractor QC will collect cores and provide them to Blackburn for testing.
- Items listed in attachment 3 (Exhibit 16-T1) of the Rancho Cordova QAP. We assume these items will be accepted by certificate of compliance and not require acceptance testing by Blackburn.

Blackburn's certified materials testers will perform the above scope of service. Blackburn will prepare and submit daily field and laboratory reports to Ghirardelli which will contain test results and observations.

FEE ESTIMATE

We estimate a fee of \$559,324 to provide the materials testing scope of services described above. We will invoice our services on a time and materials basis per Blackburn's 2026 fee schedule. We attach our fee itemization. Travel is included in the estimated hours.

Our estimate is based on limited information, and depends greatly on factors unknown now, such as potential changes to the plans and specifications, the construction schedule, re-tests, overtime, etc. We will notify you promptly if we anticipate exceeding our estimate. Blackburn can provide an updated scope and fee when the conformed plans and specifications become available.

LIMITATIONS

Blackburn's test results will only be applicable and accurate to the locations and depths/elevations tested. Blackburn is not the Geotechnical Engineer of Record (GEOR) for the project. Blackburn does not accept the responsibility for verifying geotechnical recommendations. Our scope does not include geotechnical, structural, or civil engineering design or mitigation recommendations for unanticipated conditions that may be encountered during construction. We can perform engineering evaluations and provide recommendations for an additional scope and fee.

Thank you for including Blackburn Consulting on your project team. We look forward to working with you. Please let us know if you have questions or need more information.

Sincerely,

BLACKBURN CONSULTING

Bryce W. Moore
Director of Construction Services

Reviewed by:

David J. Morrell, PE, GE
Senior Project Manager

Attached: Fee Estimate Itemization

West Sacramento Office:
2491 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706



Main Auburn Office:
(530) 887-1494
Fresno Office:
(559) 438-8411

FEE ITEMIZATION FOR ON-CALL MATERIAL TESTING
Zinfandel Bicycle and Pedestrian Overcrossing (95% Plans)
Rancho Cordova, CA

January 8, 2026

File No.: 5054.P

TASK	ITEM	QUANTITY	RATE	UNIT	MULT.	ITEM COST	SUBTOTAL
TASK 1: Materials Testing							
	Senior Project Manager	30	\$	305	hour	1	\$ 9,150
	Construction Manager	60	\$	280	hour	1	\$ 16,800
	Grp3-Prevailing Wage	1168	\$	222	hour	1	\$ 259,296
	Grp3-Prevailing Wage OT		\$	257	hour	1	\$ -
	Nuclear Density Tests	251	\$	25	test	1	\$ 6,275
	Mileage	11050	\$	0.70	mi	1	\$ 7,735
						Task 1	\$ 299,256

TASK 2: Structural Steel Welding and Bolting

	Senior Project Manager	10	\$	305	hour	1	\$ 3,050
	Construction Manager	20	\$	280	hour	1	\$ 5,600
	Grp2-Prevailing Wage	560	\$	160	hour	1.2	\$ 107,520
	Grp2-Prevailing Wage OT		\$	240	hour	1.2	\$ -
	Mileage	2380	\$	0.70	mi	1	\$ 1,666
						Task 2	\$ 117,836

TASK 3: Laboratory Testing

	Sieve Analysis	92	\$	258	test	1	\$ 23,736
	Sand Equivalent	92	\$	191	test	1	\$ 17,572
	Durability	2	\$	274	test	1	\$ 548
	Cleanness Value	86	\$	258	test	1	\$ 22,188
	Crushed Particle	1	\$	242	test	1	\$ 242
	Fine Aggregate Angularity	1	\$	242	test	1	\$ 242
	Flat & Elongated Particles	1	\$	242	test	1	\$ 242
	Bulk Sp. G. of Coarse Agg.	1	\$	150	test	1	\$ 150
	Bulk Sp. G. of Fine Agg.	1	\$	225	test	1	\$ 225
	LA Rattler	1	\$	498	test	1	\$ 498
	Binder Content	4	\$	281	test	1	\$ 1,124
	Binder Content Correction	1	\$	475	test	1	\$ 475
	Max. Theoretical Density	4	\$	281	test	1	\$ 1,124
	HMA Moisture Content	4	\$	60	test	1	\$ 240
	Hamburg Wheel Track	2	\$	2,500	test	1.2	\$ 6,000
	Moisture Susceptibility	2	\$	2,500	test	1.2	\$ 6,000
	HMA Air Voids	4	\$	900	test	1.2	\$ 4,320
	Bulk Sp. G. of HMA Cores	9	\$	80	test	1	\$ 720
	R-Value	2	\$	501	test	1	\$ 1,002
	Modified Proctor	60	\$	462	test	1	\$ 27,720
	Concrete Cylinders	516	\$	54	test	1	\$ 27,864
						Task 3	\$ 142,232

Total Estimated Fee \$ 559,324

Notes:

Blackburn Consulting suggests a 5-10% contingency to cover unanticipated services

**Headquarters**

11521 Blocker Drive, Suite 110
Auburn, CA 95603
(530) 887-1494, Fax (530) 887-1495

West Sacramento Office

2491 Boatman Avenue
West Sacramento, CA 95691

Escondido Office

450 State Place
Escondido, CA 92029

Fresno Office

4186 W. Swift Avenue, Suite 107
Fresno, CA 93722

Bay Area

200 Gate 5 Road, Suite 210
Sausalito, CA 94965

2026 SCHEDULE OF FEES & SERVICES

Geotechnical ▪ Geo-Structural ▪ Geo-Environmental ▪ Construction Services ▪ Forensics ▪ Laboratory

PROFESSIONAL HOURLY RATES:

Project Engineer / Geologist I	\$210	CAD / GIS	\$205
Project Engineer / Geologist II	\$225	Lab Aide	\$140
Senior Engineer / Geologist	\$245	Lab Manager	\$210
Project Manager	\$275	Field Services Manager	\$235
Construction Manager	\$280	Clerical	\$125
Senior Project Manager	\$305	Project Assistant	\$155
Principal / Senior Consultant	\$355	Administrative	\$185
Senior Principal	\$405	Senior Administrative	\$210

SPECIAL INSPECTION PERSONNEL HOURLY RATES:

		Non-Prevailing Wage	Prevailing Wage
Group 1	(ASNT Level II-III, DSA Shotcrete, Lead Inspector, NICET Level IV)	\$183	\$243
Group 2	(AWS-CWI, ICC Certified Structural Inspector, NICET Level III, Building/Construction Inspector, Shear Wall/Floor System Inspector)	\$183	\$238
Group 3	(Soils/Asphalt, Earthwork Grading, Excavation and Backfill, NICET Level II)	\$161	\$222

MINIMUM BASIC CHARGES:

Outside Equipment & Services:	Cost plus 20%
Vehicle Charge:	\$8.00 per hour or \$1.00 per mile
Per Diem:	Location specific, minimum \$185 per night
Technician Services:	Charge includes time from office and return to office, minimum charge - 4 hours
Overtime:	Over 8 hours: 1.5 x Hourly Rate Before 7:00am or after 4:00pm: 1.5 x Hourly Rate Rush Charge (less than 24 hours notice): 1.5 x Hourly Rate Saturday: 1.5 x Hourly Rate (minimum: 4 hr. increments) Sunday & Holiday: 2.0 x Hourly Rate (minimum: 4 hr increments)

EQUIPMENT: (personnel not included)

Hand Sampling Equipment	\$374 /Day	Level Survey Equipment	\$354 /Day
Nuclear Moisture/Density Testing	\$25 /Test	Pachometer	\$181 /Day
6" Sand Cone Testing	\$64 /Test	Rock Point Load Test Equipment	\$181 /Day
12" Sand Cone Testing	\$260 /Test	Roto Hammer	\$176 /Day
Coring Bit Charge	\$64 /Core	Schmidt Hammer	\$149 /Day
Coring Machine	\$361 /Day	Torque Wrench	\$101 /Day
Dynamic Cone Penetrometer	\$374 /Day	Seismic Refraction: 12 / 24 Channel	\$641 /Day
Electrical Resistivity Equipment	\$342 /Day	MASW Survey Equipment	\$641 /Day
Generator	\$101 /Day	Traffic Control/Safety	\$414 /Day
Groundwater Level Indicator	\$95 /Day	Concrete Vapor Emission Test Kit	\$54 /Ea.
Inclinometer Survey Equipment	\$869 /Day	Pull Testing Equipment	\$227 /Day
pH Test Strip Package	\$80 /Ea.	PID (MiniRAE)	\$107 /Day
Double Ring Infiltration Equipment	\$414 /Day	PID (MiniRAE)	\$322 /Week

11/13/2025



Headquarters
 11521 Blocker Drive, Suite 110
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 Escondido, CA 92029

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 4186 W. Swift Avenue, Suite 107
 Fresno, CA 93722

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 200 Gate 5 Road, Suite 210
 Sausalito, CA 94965

2026 LABORATORY FEE SCHEDULE

Geotechnical ▪ Geo-Structural ▪ Geo-Environmental ▪ Construction Services ▪ Forensics ▪ Laboratory

Page 1 of 2

SOIL CLASSIFICATION		
#200 Sieve Wash	ASTM D1140	\$167
Sieve Analysis to #200	ASTM D6913, CT 202	\$258
Standard Hydrometer with Sieve Analysis	ASTM D422	\$507
Plasticity Index	ASTM D4318	\$369
Specific Gravity - Soils	AASHTO T100	\$160
Organic Matter	ASTM D2974	\$33
MOISTURE / DENSITY		
Moisture Content	ASTM D2216, CT 226, AASHTO T329	\$60
Moisture/Density		\$114
SOIL COMPACTION		
Standard Proctor (4" or 6" mold)	ASTM D698	\$462
Modified Proctor (4" or 6" mold)	ASTM D1557	\$462
California Impact	CT 216	\$462
Check Point (Standard or Modified)		\$214
VOLUME CHANGE		
One-Dimensional Consolidation (6 load increments, includes 2 time rate curves and 2 rebound decrements)	ASTM D2435	\$729
Additional Load or Rebound Decrement (each)		\$51
Additional Time Rate Curves (each)		\$158
Expansion Index	ASTM D4829	\$442
One-Dimensional Settlement-Swell	ASTM D4546	\$326
STRENGTH		
Unconfined Compression	ASTM D2166	\$214
Compression, Rock Core Compression	ASTM D7012	\$248
Rock Point Load	ASTM D5731 (Method C w/out D4543 sample prep)	\$100
California Bearing Ratio (CBR), with curve, per test	ASTM D1883	\$1,135
California Bearing Ratio (CBR), without curve, per test	ASTM D1883	\$682
Resistance Value	CT 301	\$501
Direct Shear: (per point)		
Undisturbed	ASTM D3080	\$286
Remolded	ASTM D3080	\$369
Triaxial Compression: (per point) Photos of failure upon request		
Undrained, Unconsolidated w/out Pore Pressure	ASTM D2850	\$260
Consolidated, Undrained w/ Pore Pressure Measurements	ASTM D4767	\$756
Consolidated, Drained		\$1,082
Consolidated, Undrained, no Pore Pressure Measurements		\$427
Specimen Remolding		\$167

* Client requests for rush testing require pre-approval and 20% surcharge

**Vendor tests subject to 20% markup

10% long-term storage fee may apply for samples retained over 90 days.

Rates subject to escalation on 12/31/26

Blackburn Consulting

11/13/2025

CORROSIVITY ANALYSIS

Corrosion Analysis Package	CT 643, 417, 422	\$468
<i>Includes Soil Resistivity, Soil pH, Sulfates / Chlorides. Minimum specimen size: 1000 g</i>		
pH	CT 643	\$60
Resistivity	CT 643	\$196

PERMEABILITY

Flex-wall Permeability	ASTM D5084, Method C	\$668
Each Additional Effective Stress		\$167
Specimen Remolding		\$165

TREATED SOIL TESTS

% Lime for Stabilization - per point (%)	ASTM D6276	\$186
pH of Soil	CT 643	\$60
Modified Proctor	ASTM D1557	\$549
Unconfined Compression Test	ASTM D5102	\$308
One Dimensional Swell	ASTM D4546	\$308

AGGREGATES

Bulk Specific Gravity - Coarse Aggregate	ASTM C127, CT 206, AASHTO T85	\$150
Bulk Specific Gravity - Fine Aggregate	ASTM C128, CT 207, AASHTO T84	\$225
Coarse Durability	CT 229	\$274
Fine Durability	CT 229	\$274
Sand Equivalent	CT 217	\$191
Cleanliness Value	CT 227	\$258
Moisture Content	CT 226, 370	\$149
Percent of Crushed Particles (per size fraction)	CT 205, AASHTO T335	\$242
Fine Aggregate Angularity	AASHTO T304, Method A	\$242
Flat and Elongated Particles (per size)	AASHTO D 4791	\$242
Combined Grading 1" through no. 200	CT 202, AASHTO T27, AASHTO T30	\$257
LP-9 (RAP) Burn	LP-9, CT382	\$160
LA Rattler	CT 211, AASHTO T96	\$498
Soundness of Aggregates by Sodium Sulfate		\$304

ASPHALT

Bulk Specific Gravity - Compacted Hot Mix Asphalt	CT 308, AASHTO T275	\$80
Theoretical Max Specific Gravity (Rice)	CT 309, AASHTO T209	\$281
LTMD (Set of 5)	CT 375	\$555

Binder Content

Ignition Oven Correction Factor	CT 382, AASHTO T308	\$475
Ignition Oven Binder Content	CT 382, AASHTO T308	\$281
Stability (Set of 3)	CT 366	\$495

Void Content

With Stability and Rice	CT 367	\$54
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SuperPave Vendor Tests**

Hamburg Wheel Track**	AASHTO T324	\$2,364
Tensile Strength Ratio (TSR) Moisture Susceptibility**	AASHTO T283	\$2,364
Superpave Bulk specific gravity (Air Voids)**	AASHTO T312, T275, T269	\$886

CONCRETE & MASONRY

Concrete Compression Test 6" x 12" or 4" x 8"	ASTM C39	\$54
Masonry or Grout Compression		\$77
Compression Test of Cored Concrete Spec. (per core)		\$175
Compression Test of Shotcrete Cores (per core)		\$219

Other Tests Quoted Upon Request

* Client requests for rush testing require pre-approval and 20% surcharge

** Vendor tests subject to 20% markup

10% long-term storage fee may apply for samples retained over 90 days.

Rates subject to escalation on 12/31/26

MEMORANDUM



ITEM 13.5.

DATE: February 2, 2026

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Jonathan Lujano, Assistant Civil Engineer
Edgar Medina, Assistant Public Works Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-07 WITH MARTIN GENERAL ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$1,070,167.10 FOR THE MATHER FIELD ROAD ENHANCEMENT PROJECT PHASE 1**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in improved pedestrian safety and accessibility along Mather Field Road while enhancing the overall appearance and aesthetics of the corridor. Accessibility and landscape enhancement projects are key elements that create a more welcoming and comfortable environment for the community.

BACKGROUND

The city has identified Mather Field Road as a key entry point and corridor for the city and over the past several years has invested heavily in upgrading the roadway infrastructure to current standards. This project is intended to improve the aesthetics of certain elements within the corridor that were not part of the major rehabilitation project. This project includes upgrading the aesthetic wall treatment along the east side of Mather Field, widening sidewalks and a pergola entry wall feature at Croydon Drive, see [Attachment 2](#).

The city publicly advertised the project and sealed bids for the above-referenced project were received on December 17, 2025. Following the bid opening and review, city staff were notified by Martin General Engineering, Inc. that a clerical error had been made in listing all their proposed subcontractors. In accordance with Public Contract Code Sections 4107 and 4107.5, the City Attorney and staff requested affidavits from the contractor and the affected subcontractors. Martin General Engineering, Inc. along with James L. Harris Painting & Decorating, Inc.; P.T.S. Masonry Inc.; Bear Electric Solutions; Aerco Pacific Inc.; JB Infrastructure; and Sierra Traffic Markings, Inc., submitted affidavits confirming the error was inadvertent.

Staff issued a notice identifying Martin General Engineering, Inc. as the apparent low and

responsive bidder, contingent upon receipt and review of the required affidavits. No objections were received, and a public hearing was not required. As a result, Martin General Engineering, Inc. was determined to be the lowest responsive and responsible bidder, with a total bid amount of \$1,070,167.10.

There were no project bid alternatives, and the contract award is based on the lowest responsive and responsible bid. A bid summary is provided as Attachment 3.

This Project is expected to be under construction and completed in the Summer of 2026.

FISCAL IMPACT AND FUNDING SOURCE

This project is included in the city's operating and maintenance budget for Fiscal Years 2024/2025 and 2025/2026, with the budget consisting of Community Enhancement Funds. There is no impact to the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Project Area Map
3. Bid Summary
4. Contract No. 2026-07

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO.2026-07 WITH MARTIN GENERAL ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$1,070,167.10 TO PERFORM THE MATHER FIELD ROAD ENHANCEMENT PROJECT PHASE 1

WHEREAS, the Project will include pedestrian safety with aesthetic enhancements to the Mather Field Road corridor to create a comfortable and welcoming environment for the community; and

WHEREAS, the city solicited bids for the Project under the requirements of the state and local laws and publicly opened bids on December 17, 2025; and

WHEREAS, the lowest responsible bidder was Martin General Engineering, Inc.; and

WHEREAS, adoption of this Resolution will award Contract No. 2026-07 to Martin General Engineering, Inc. in an amount not to exceed \$1,070,167.10 for the Mather Field Road Enhancement Phase 1 Project; and

WHEREAS, funding for this project consists of the Community Enhancement and Investment Fund; and

WHEREAS, the Project was reviewed under the requirements of the California Environmental Quality Act (CEQA), and it has been determined to be exempt from further review pursuant to CEQA Regulation 15302 subsection (c) for existing facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute construction Contract No. 2026-07 in an amount not to exceed \$1,070,167.10 with Martin General Engineering, Inc. in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 13.5.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Garrett Gatewood, Mayor

ITEM 13.5.
PROJECT AREA MAP

ATTACHMENT 2



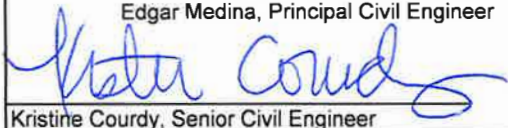


**Mather Field Road Enhancement Project - Phase 1 Project
Bid Summary**

December 17, 2025, 3:30 pm, Open Gov

	Construction Contractor	TOTAL	Bid Schedule	Project Contact	Contractors License	DIR Registration	Equal Employment	Public Contract Code 10285.1, 10162, 10232 Statements	Designation of Subcontractors	Experience / Qualifications Questions 10-13	Bidder's Bond	IRAN Contracting Affidavit	Non-Collusion Affidavit	Debarment & Suspension	CARB Certificate of Reported Compliance	Submittal Confirmation	Addendums 1 to 3
A	Martin General Engineering, Inc.	\$ 1,070,167.10	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
B	B&M Civil	\$ 1,119,420.00	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
C	Central Valley Engineering & Asphalt, Inc.	\$ 1,248,144.50	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
D	Dutch Contracting	\$ 1,313,368.86	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
E	Martin Brothers Construction	\$ 1,426,738.00	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
F	Cestarollo Construction	\$ 1,468,726.58	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x

Attendees: Jonathan Lujano, Assistant Civil Engineer
Kristine Courdy, Senior Civil Engineer
Edgar Medina, Principal Civil Engineer


Kristine Courdy, Senior Civil Engineer

Date

12/30/25

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND MARTIN GENERAL ENGINEERING, INC.
FOR MATHER FIELD ROAD ENHANCEMENT PROJECT PHASE 1**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and Martin General Engineering, Inc., (herein "Contractor"), as of February 02, 2026.

WHEREAS, the City Council for the City heretofore caused and specifications for Mather Field Road Project Phase 1 ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

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

WHEREAS, the notice was published on November 21, 2025 in OpenGov ("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 ("Contract Specifications") dated November 2024; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

SECTION 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on August 07, 2026, unless the term of this Agreement is otherwise terminated in accordance with Section 5-22 of the Standard Specifications.

SECTION 3. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2026-07, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done

under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

SECTION 4. COMPLETION. Said work shall be completed and ready for acceptance.

SECTION 5. PAYMENT. Attached hereto as Exhibit A and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to in the amount not to exceed 1 Million Seventy Thousand and One Hundred Sixty Seven and Ten Cents: (\$1,070,167.10). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

SECTION 6. PREVAILING WAGES. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "Prevailing Wage Laws"), and be responsible for carrying out the requirements of such provisions. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, in the City Clerk's Department. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of

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

SECTION 7. INSURANCE. The Contractor shall carry and maintain for the duration of the term of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Contractor hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.
Initial

SECTION 8. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

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

SECTION 9. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

SECTION 10. INDEMNIFICATION.

- 10.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its

officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

SECTION 11. NONDISCRIMINATION AND EQUAL OPPORTUNITY. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontractor, 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 obligation required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

SECTION 12. TERMINATION OF CONTRACT. The City and/or authorized representative may terminate this Contract in accordance with Section 5-22 of the Standard Specifications.

SECTION 13. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

SECTION 14. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

SECTION 15. MISCELLANEOUS PROVISIONS.

15.1 Successors. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the

same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

- 15.2 Contract Administration.** This Agreement shall be administered by Jonathan Lujano ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

15.3 Notices.

Any written notice to City shall be sent to:

Jonathan Lujano
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Jlujano@cityofranhocordova.org

Any written notice to Contractor shall be sent to:

Adrian Martin
Martin General Engineering, Inc.
12485 Quicksilver Drive
Rancho Cordova, CA 95742
amartin@martingeneral.net

- 15.4 IRS Form W-9.** Contract 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.
- 15.5 Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.
- 15.6 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 15.7 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 15.8 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 15.9 Survival.** The obligation of this Agreement, which by their nature would continue beyond the term or expiration of this Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.
- 15.10 Entire Agreement.** This Agreement, including the terms of payment attached hereto and incorporated herein as Exhibit A, and the Contract Documents as referenced above in Section 1, of this Agreement, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above, which date shall be considered the effective date of this Agreement.

CITY OF RANCHO CORDOVA

CONTRACTOR

Micah Runner, City Manager

Adrian Martin, Vice President

Date:_____

Date:_____

Attest:

Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date:_____

EXHIBIT A
SCOPE OF WORK



City of Rancho Cordova
Public Works
Albert Stricker, Director of Public Works
2729 Prospect Park Drive, Rancho Cordova, CA 95670

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

IFB No. TBD

Mather Field Road Enhancements Project - Phase 1

RESPONSE DEADLINE: December 17, 2025 at 3:30 pm

Report Generated: Wednesday, December 17, 2025

Martin General Engineering, Inc Response

CONTACT INFORMATION

Company:

Martin General Engineering, Inc

Email:

amartin@martingeneral.net

Contact:

Adrian Martin

Address:

12485 Quicksilver Drive
Rancho Cordova, CA 95742

Phone:

N/A

Website:

www.martingeneral.net

Submission Date:

Dec 17, 2025 1:25 PM (Pacific Time)

ITEM 13.5.

ATTACHMENT 4

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

IFB No. TBD

Mather Field Road Enhancements Project - Phase 1

ADDENDA CONFIRMATION

Addendum #1

Confirmed Dec 15, 2025 1:16 PM by Adrian Martin

Addendum #2

Confirmed Dec 15, 2025 1:16 PM by Adrian Martin

Addendum #3

Confirmed Dec 15, 2025 1:16 PM by Adrian Martin

QUESTIONNAIRE

1. Project Contact*

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

- Full Name (First and Last)
- Title
- Phone Number
- Email
- Adrian Martin
- Vice President
- 916-355-8101
- amartin@martingeneral.net

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

Invitation For Bid - Mather Field Road Enhancements Project - Phase 1

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ATTACHMENT 4

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

IFB No. TBD

Mather Field Road Enhancements Project - Phase 1

2. Contractor's License*

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

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide the City his/her contractor's license information.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

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

844279

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

3. DIR Registration*

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

Please Note:

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

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

Invitation For Bid - Mather Field Road Enhancements Project - Phase 1

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ITEM 13.5.

ATTACHMENT 4

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

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Mather Field Road Enhancements Project - Phase 1

1000001824

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

4. Equal Employment Opportunity Certification*

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Bidder shall confirm whether or not Bidder, and any proposed subcontractors, have participated in previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Bidder and/or a Proposed Subcontractors Have Participated

5. Public Contract Code Section 10285.1 Statement*

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder shall declare under penalty of perjury under the laws of the State of California that the bidder "**HAS**" or "**HAS NOT**" been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

Invitation For Bid - Mather Field Road Enhancements Project - Phase 1

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ITEM 13.5.**ATTACHMENT 4**

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

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Mather Field Road Enhancements Project - Phase 1

any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

HAS NOT

6. Public Contract Code Section 10162*

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

No

7. Public Contract Code 10232 Statement*

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Submitting this Proposal thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Confirmed

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

Invitation For Bid - Mather Field Road Enhancements Project - Phase 1

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ITEM 13.5.

ATTACHMENT 4

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

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Mather Field Road Enhancements Project - Phase 1

8. Subcontractors?*

Will you be using subcontractors for this project?

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

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

Yes

SUBCONTRACTORS*

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

- [Subcontracting Form.pdf](#)

Subcontracting_Form-_SIGNED.pdf

9. Years of Experience Under Current Business Name*

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

21 yrs

10. Years of Similar Experience*

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

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

Invitation For Bid - Mather Field Road Enhancements Project - Phase 1

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[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

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Mather Field Road Enhancements Project - Phase 1

21 yrs

11. Failure to Complete Work Satisfactorily*

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

No

12. Completed Contracts*

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

For each contract, provide the following:

- Year
- Type of Work
- Contract Amount
- Owner/Agency for Whom Work Was Performed

1) Fair Oaks Blvd. at Kenneth Ave. Traffic Signal Project

- 2025
- Concrete, Slurry Seal, Striping
- \$1,312,423.00
- County of Sacramento

2) Northwood School Access Improvements Project

- 2024
- Concrete, Striping, Electrical, Underground
- \$5,227,104.86

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

Invitation For Bid - Mather Field Road Enhancements Project - Phase 1

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Mather Field Road Enhancements Project - Phase 1

- City of Sacramento

3) Kennedy High School Parking Lot

- 2023
- Excavation, Concrete, Fencing, Striping
- \$4,511,961.95
- Sacramento City Unified School District

4) Power Inn Road Bicycle & Pedestrian Improvements Project

- 2023
- Excavation, Concrete, Fencing, Striping
- \$3,097,370.41
- County of Sacramento

13. Equipment List*

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

For each item, please provide:

- Quantity
- Name, Type and Capacity
- Condition
- Location

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

Invitation For Bid - Mather Field Road Enhancements Project - Phase 1

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ATTACHMENT 4

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

IFB No. TBD

Mather Field Road Enhancements Project - Phase 1

- A document with the equipment list can also be attached under the "Additional Information" question towards the end of this submittal. Please add "See Attachment in Additional Information" to the Response below.

See Attached in Additional Information

14. Bid Bond*

Please download the below documents, complete, and upload.

- [Bid Bond Updated.pdf](#)

Bid_Bond_-_Signed.pdf

15. IRAN Contracting Affidavit*

Please download the below documents, complete, and upload.

- [Iran Contracting Act of 201...](#)

Iran_Contracting_-_signed.pdf

16. Non-Collusion Affidavit*

NON-COLLUSION AFFIDAVIT

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

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

The bidder confirms that they are the party making the foregoing bid and declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

Invitation For Bid - Mather Field Road Enhancements Project - Phase 1

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ITEM 13.5.**ATTACHMENT 4**

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Mather Field Road Enhancements Project - Phase 1

that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Confirmed

17. Debarment and Suspension Certification*

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

No Exceptions

18. CARB Certificate of Reported Compliance*

Is the Contractor or any sub-contractors proposing to use any vehicle and/or equipment subject to California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulations (§ 2449 General Requirements)?

Yes

CERTIFICATE UPLOAD*

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Upload CARB Certificate of Reported Compliance

MGE_CARB-_EXP._2.28.26.pdf

19. Additional Information

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

Asset_List_5.28.25.pdf

2023_-_2025_Completed_Work.pdf

20. Submittal Confirmation*

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

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

Confirmed

PRICE TABLES**BASE BID SCHEDULE**

Line Item	Final Pay	Item Code	Description	Unit of Measure	Quantity	Unit Cost	Total
1		066013A	CONSTRUCTION STAKING	LS	1	\$10,000.00	\$10,000.00
2		100100	DEVELOP WATER SUPPLY	LS	1	\$5,000.00	\$5,000.00
3		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$47,000.00	\$47,000.00

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

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Line Item	Final Pay	Item Code	Description	Unit of Measure	Quantity	Unit Cost	Total
4		130200	WATER POLLUTION CONTROL PROGRAM	LS	1	\$6,000.00	\$6,000.00
5		170103	CLEARING AND GRUBBING	LS	1	\$2,000.00	\$2,000.00
6		190101	ROADWAY EXCAVATION	CY	165	\$338.00	\$55,770.00
7		203XXX	LANDSCAPE PLANTING	SQFT	70	\$88.90	\$6,223.00
8		204099	PLANT ESTABLISHMENT (90 DAYS)	LS	1	\$5,000.00	\$5,000.00
9		205035	WOOD MULCH	CF	25	\$66.70	\$1,667.50
10		206XXX	IRRIGATION SYSTEM (DRIP)	LS	1	\$39,500.00	\$39,500.00
11		206203	CLASS 2 AGGREGATE BASE	CY	155	\$290.00	\$44,950.00
12		390132	HOT MIX ASPHALT (TYPE A)	TON	100	\$283.00	\$28,300.00
13		398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	230	\$48.00	\$11,040.00
14	F	510061	STRUCTURAL CONCRETE, SOUNDWALL	CY	18	\$1,500.00	\$27,000.00
15	F	582001	SOUND WALL (MASONARY BLOCK)	SQFT	486	\$98.00	\$47,628.00
16		585	MODIFY BRICK WALL	LF	560	\$62.65	\$35,084.00
17		730010	MINOR CONCRETE (CURB) (TYPE A1-6)	LF	40	\$55.60	\$2,224.00
18		730070	DETECTABLE WARNING SURFACE	SQFT	60	\$43.50	\$2,610.00
19		7315002	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	1	\$11,900.00	\$11,900.00
20		731504A	MINOR CONCRETE (CURB AND GUTTER) (TYPE A2-6)	LF	670	\$56.90	\$38,123.00
21		731519	MINOR CONCRETE (COLOR STAMED CONCRETE)	SQFT	1,420	\$11.30	\$16,046.00
22		731521	MINOR CONCRETE (SIDEWALK)	CY	50	\$815.00	\$40,750.00

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Line Item	Final Pay	Item Code	Description	Unit of Measure	Quantity	Unit Cost	Total
23		731840	REMOVE CONCRETE CURB	LF	25	\$19.00	\$475.00
24		731780	REMOVE CONCRETE SIDEWALK	SQYD	340	\$35.50	\$12,070.00
25		731780	REMOVE CONCRETE (CURB AND GUTTER)	LF	660	\$12.50	\$8,250.00
26		771000	STEEL PERGOLA STRUCTURE	EA	2	\$45,000.00	\$90,000.00
27		772000	PERGOLA CONCRETE FOUNDATION	LS	1	\$26,000.00	\$26,000.00
28		780400	ARCHITECTURAL TREATMENT (VENEER)	SQFT	5,660	\$63.70	\$360,542.00
29	F	780460	ANTI-GRAFFITI COATING	SQFT	4,904	\$6.90	\$33,837.60
30		78XXXX	ADJUST PULL BOX TO GRADE	EA	2	\$217.00	\$434.00
31		78XXXX	ADJUST UTILITY VAULT COVER TO GRADE	EA	1	\$835.00	\$835.00
32		803015	REMOVE WOOD FENCE	LF	70	\$22.00	\$1,540.00
33		810230	PAVEMENT MARKER (RETROFLECTIVE)	EA	2	\$84.00	\$168.00
34		820250	REMOVE ROADSIDE SIGN	EA	2	\$112.00	\$224.00
35		820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063" - UNFRAMED)	SQ	1.5	\$112.00	\$168.00
36		820840	ROADSIDE SIGN - ONE POST	EA	2	\$445.00	\$890.00
37		8261XX	SALVAGE SIGNS LETTERS	LS	1	\$1,000.00	\$1,000.00
38		8272XX	SIGN LETTERS	LS	1	\$7,500.00	\$7,500.00
39		840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	180	\$24.50	\$4,410.00
40		846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	120	\$8.40	\$1,008.00
41		872141	REMOVE LIGHTING SYSTEM	LS	1	\$15,000.00	\$15,000.00

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Line Item	Final Pay	Item Code	Description	Unit of Measure	Quantity	Unit Cost	Total
42		999990	MOBILIZATION	LS	1	\$22,000.00	\$22,000.00
TOTAL							\$1,070,167.10

[MARTIN GENERAL ENGINEERING, INC] RESPONSE DOCUMENT REPORT

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DESIGNATION OF SUBCONTRACTORS

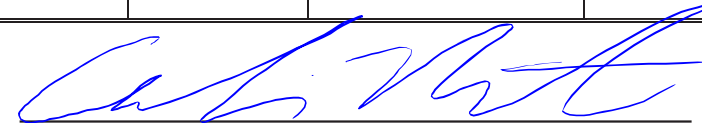
In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor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

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

SUBCONTRACTOR (Name)	SUBCONTRACTOR (Location)	SUBCONTRACTOR (License Number)	SUBCONTRACTOR DIR #	DIR EXPIRATION	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
Fouk & Associates, Inc.	Roseville, CA	LS7803	1000005996	6/30/2027	Survey	\$4,000

Martin General Engineering, Inc.
Contractor's Name (Printed)

12/17/2025
Date



Bidder's Signature

Martin General Engineering, Inc.
Bidder's Name (Printed)

Vice President
Bidder's Title

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

We, Martin General Engineering, Inc.
_____ as Principal, and
Fidelity and Deposit Company of Maryland

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

Mather Field Road Enhancements Project - Phase '1 (City Project No. CS80059)

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at Online on December 17th, 2025
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: December 15th, 20 25.

Martin General Engineering, Inc.

Adrian Martin, Vice President
Principal

Fidelity and Deposit Company of Maryland

Surety

By Kathleen Le
Kathleen Le, Attorney-in-fact



CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this ____ day of _____ in the year 20__ before
me _____, personally appeared

_____, personally known to me (or to me on

Attorney-in-fact

the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as
the attorney-in-fact of _____, and acknowledged to me that he (she)
subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-
fact.

(SEAL)

**See Attached - California all Purpose Acknowledgment
Complies with Civil Code section 1189.**

Notary Public

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 Sacramento)

On December 15, 2025 before me, R. Kailany, Notary Public
(insert name and title of the officer)

personally appeared Kathleen Le,
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.

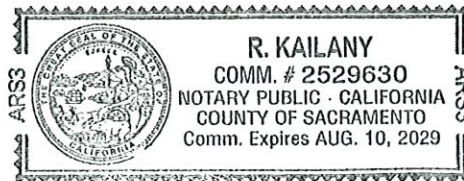
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of December, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John HOPKINS, Sara WALLISER, Sharon SMITH, Jessica MONLUX, Elizabeth COLLODI, John WEBER, Deanna QUINTERO, Mindy WHITEHOUSE, Matthew FOSTER, Samantha WATKINS, Steven L. WILLIAMS, Phil WATKINS, Jennifer LAKMANN, Brad ESPINOSA, Paula SENNA, Breanna BOATRIGHT, Kathleen LE, Cassandra MEDINA, R. KAILANY of Chico, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of November, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of November, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CALIFORNIA ALL- PURPOSE 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 Sacramento }

On December 16, 2025 before me, Deborah Monson, Notary Public,
(Here insert name and title of the officer)

personally appeared Adrian Martin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) ~~(s)~~ 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.


Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

BID BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

VICE PRESIDENT

(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~ ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

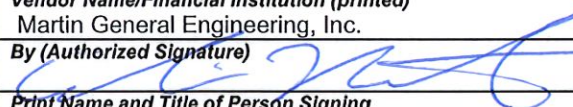
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Martin General Engineering, Inc.		BTRC (or n/a) N/A
By (Authorized Signature) 		
Print Name and Title of Person Signing Adrian Martin - Vice President		
Date Executed	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

California Environmental Protection Agency
Air Resources Board

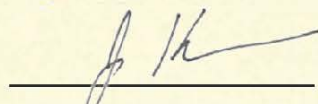
January 1, 2025

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

is issued to

MARTIN GENERAL ENGINEERING, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**


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

Off-road Diesel Fleet Identification

3598

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

Martin General Engineering, Inc.
Fixed Asset Listing
May 28, 2025

Qty	Eq. #	Item	Purchase Description	Condition
1	1-08	Ford F250	2003 Ford F250 Diesel Pickup	Good
1	1-20	GMC 3500	2004 GMC 3500	Good
1	1-21	Chevrolet Silverado 2500	2014 Truck - Chev Silverado 2500	Good
1	1-23	GMC Sierra 1500	2015 Truck GMC Sierra 1500 - White	Good
1	1-24	Ford F350	2011 Ford F350 Utility Truck	Good
1	1-25	Sterling Bullet	2008 Sterling Bullet	Good
1	1-26	Chevy Silverado 1500	2017 Chevy Silverado	Good
1	1-28	Ford S-DTY F-450	2017 Ford S-DTY F-450 Truck	Good
1	1-29	Ford S-Duty F-450	2019 Ford S-Duty F-450	Good
1	1-30	Ford F450	2019 Ford F450	Good
1	1-31	Chevrolet Colorado	2019 Chevrolet Colorado	Good
1	1-32	Chevy Silverado	2019 Chevy Silverado 3/4 Ton	Excellent
1	1-34	Ford F-450	2020 Ford F450 S-Dty	Excellent
1	1-35	Ford F550/F5GT	2019 F550/F5GT	Good
1	1-36	Chevy 2500 HD	2020 Chevy 2500 HD	Good
1	1-37	Chevy Silverado 1500	2021 Chevy Silverado 1500	Good
1	1-39	Chevrolet Silverado	2022 Chevrolet Silverado 35	Good
1	2-05	Trailer	1979 19 Ton Ziemann Trailer,ZP10188	Good
1	2-06	Trailer	1994 7 Ton Ziemann Trailer	Good
1	2-07	Solar Arrow Board	Ver-Mac Solar Arrow Board 01-045990	Good
1	2-12	Water Buggy	2005 Magnum Water Buggy	Good
1	2-17	Equipment Trailer	1998 Interstate 20DT Equipment Trailer	Good
1	2-20	Utility Trailer	2010 Carry-on 6x10 T/A Utility trailer	Good
1	2-22	Message Board	Vermac T. Message Board	Good
1	2-23	Tank	Diamo Emulsion Tank, S/N 217 Plate	Good
1	2-24	Air Compressor	1998 Atlas Copco Air Compressor	Good
1	2-25	Arrowboard	2001 Wanco Solar Arrowboard	Good
1	2-26	Arrowboard	2001 Wanco Solar Arrowboard	Good
1	2-27	Arrowboard	2001 Wanco Solar Arrowboard	Good
1	2-28	Air Compresso	Ingersoll-Rand P185 185 CFM Air Compressor #OBL	Good
1	2-30	Water Trailer	500 Gal Water Trailer	Good
1	2-35	Flatbed Trailer	2002 Towmaster 16' Flatbed Trailer	Good
1	2-37	Portable Applicator	1998 225MA Portable Applicator	Good
1	2-38	Trailer	2006 Carriage Tilt Deck Trailer	Good
1	2-39	Light Tower	Allmand Light Tower	Good
1	2-40	Light Tower	Allmand Light Tower	Good
1	2-41	Air Compressor	P185 Air Compressor	Good
1	2-42	Vactron	2017 Vactron LP573SDT	Excellent
1	2-43	Water Buffalo	525 Gal Water Buffalo QP2H Pump	Good
1	2-44	Message Board, Trailer	Message Board, Trailer, 96L3, 96x48, Full Matrix L	Good
1	2-45	Message Board, Trailer	Message Board, Trailer, 96L3, 96x48, Full Matrix L	Good
1	2-46	Trailer	2023 INAM 750 gal diesel tank T/A Trailer	Good
1	2-47	Sealrite	2011 Sealrite SR-850 Sealer	Good

Martin General Engineering, Inc.
Fixed Asset Listing
May 28, 2025

Qty	Eq. #	Item	Purchase Description	Condition
1	2-48	Trailer	2017 BIGTX Trailer FB	Good
1	3-04	Paver	1997 Cedar Rapids CR551 Paver,46145	Good
1	3-11	Elevating Motor Scraper	JD 862 Elevating Motor Scraper	Good
1	3-15	Windrow Machine	1997 Lincoln Windrow Machine	Good
1	3-20	Vibratory Padfoot Compactor	2001 Dynapac CA152PD Vibratory Padfoot Compactor	Good
1	3-26	Compact Excavator	2006 Volvo Compact Excavator Model	Good
1	3-27	Forklift	Clark GCX20E 4000lb Propane Forklift	Good
1	3-30	Forklift	Big Old Clark Forklift	Good
1	3-33	Backhoe	2008 John Deere Backhoe LBF0467	Good
1	3-34	Slipform Paver	MBW CG200 Walk Behind Slipform Paver	Good
1	3-35	Wheel Loader	2012 Terex TL310 Wheel Loader	Good
1	3-36	Vibratory Roller	2010 Hamm HD+120 VVHF Tandem Vibratory Roller	Excellent
1	3-37	Vibratory Roller	2015 Caterpillar CB14B Tandem Vibratory Roller	Good
1	3-38	Crawler Tractor	2008 John Deere 550J Crawler Tractor	Good
1	3-39	Hydraulic Excavator	2015 Caterpillar 320EL Hydraulic Excavator	Good
1	3-40	Mobile Excavator	2008 John Deere 220DW Mobile Excavator	Good
1	3-43	Motor Grader	2011 CAT 140M2 VHP Plus Motor Grader	Good
1	3-44	Padfoot Compactor	2003 CAT CP563E Vibratory Padfoot Compactor	Good
1	3-45	Asphalt Paver	2008 Terex CR562 Crawler Asphalt Paver	Good
1	3-47	Slipform Paver	MBW Slipform Paver Curb Machine	Good
1	3-48	Skiploader	2007 CAT Skiploader 414E	Good
1	3-50	Skiploader	John Deere 210L Skiploader	Good
1	3-51	Skid Steer	JD 332G Skid Steer	Good
1	3-52	Skiploader	JD 210L Skiploader 4.5L Turbo Diesel	Good
1	3-53	Vibratory Roller	CC1200 Tandem Vibratory Roller	Good
1	3-54	Sweeper	Laymor 6HC Sweeper	Good
1	3-56	Loader Backhoe	2016 CAT 420F2 Loader Backhoe	Good
1	3-57	Loader Backhoe	2015 JD 310SL 4x4 Loader Backhoe	Good
1	3-59	Backhoe Loader	2018 JD 310L Backhoe Loader	Good
1	3-60	Skid Steer Loader	2018 JD 320E Skid Steer Loader	Good
1	3-61	Vibratory Roller	2016 Volvo DD25B Tandem Vibratory Roller	Good
1	3-62	Sweeper	2017 Laymor SM300 Sweeper	Good
1	3-63	Compactor	2018 Dynapac Compactor	Good
1	3-64	HAMM Roller	2011 HAMM HD14 Roller	Excellent
1	3-65	Comp Excavator	2021 John Deer 60G Comp Excavat	Good
1	3-67	Sealcoat Machine	500 Gal Sealcoat Machine Model X3-500	Good
1	3-68	Backhoe	2017 Deere 710L Backhoe	Good
1	3-69	Tractor Loader	2019 John Deere 210L Tractor Loader	Good
1	3-70	Tanddem Roller	2021 HAMM HDDD12VV Tanddem Roller	Good
1	3-71	Asphalt Paver	2018 Cat AP655F Track Asphalt Paver	Good
1	3-72	Hydraulic Excavator	2019 Takeuchi TB2150 Hydraulic Excavator	Good
1	4-01	Wacker Plate	1999 Holland Wacker Vibra Plate	Good
1	4-02	Billy Goat Blower	Billy Goat Blower	Good

Martin General Engineering, Inc.
Fixed Asset Listing
 May 28, 2025

Qty	Eq. #	Item	Purchase Description	Condition
1	4-07	Jack Hammer	Jack Hammer	Good
1	4-09	Pump	Pump	Good
1	4-100	Multiquip Plate Compactor	Multiquip Plate Compactor MVC88	Good
1	4-101	Multiquip Rammer	Multiquip Rammer with Honda	Good
1	4-102	Floor Saw	5.5HP Floor Saw Walk Behind	Good
1	4-103	Rover Triple Frequency	GP Rover Triple Frequency System	Good
1	4-104	McLaughlin G3	McLaughlin G3 Utility Pkg w/ coil clamp	Good
1	4-105	Sonic Tracker	Topcon 9142 Sonic Tracker	Good
1	4-106	Multiquip Rammer	Multiquip MTX-70 Rammer with Honda GX100	Good
1	4-107	Plate Compactor	Multiquip Plate Compactor MVC88 with Tank	Good
1	4-108	Hammer	American Pneumatic Tools M190 90lb Hammer	Good
1	4-109	Impact Wrench	DeWalt Brushless High Torque Impact Wrench	Good
1	4-110	Pneumatic Hammer	APT Pneumatic Breaker Hammer M160	Good
1	4-111	Generator	SUA2300I - GE Generator	Good
1	4-112	Generator	Generator SUA 2300I GR	Good
1	4-113	Trench Compactor	Ingersoll-Rand TC-13 Trench Compactor	Good
1	4-114	Robotic Station	GT Robotic Total Station FC-6000	Good
1	4-115	Backfill	Backfill Tampers	Good
1	4-116	DJI Innovations	2022 DJI Innovations Mavic 3E	Good
1	4-21	Blade	System 5 for Blade	Good
1	4-25	Air Compressor	ACP Electric Shop Air Compressor	Good
1	4-26	Vibraplate	Multiquip Vibraplate	Good
1	4-27	Cut Off Saw	14" Husqvarna Cut off Saw K750	Good
1	4-28	Jack Hammer	Sullair Jack Hammer MPB-90A	Good
1	4-30	Concrete Vibrator	MQ Concrete Vibrator #PMA2	Good
1	4-37	Roto Hammer	Bosch Roto Hammer #0611-241739	Good
1	4-37	Cut Off Saw	MQ 4" Gas Cut Off Saw #K700	Good
1	4-38	Concrete Vibrator	MQ Concrete Vibrator #CV2	Good
1	4-39	Plate Compactor	MQ Plate Compactor #MVC88VGHW	Good
1	4-40	Vacuum plate & pump	42" Vacuum plate & pump	Good
1	4-42	Air Hammer & Spade	30lb Air Hammer & Spade	Good
1	4-44	Walk Behind Saw	Husqvarna FS520 20" Walk Behind Saw	Good
1	4-46	Cut-off Saw	14" K760 Cut-off Saw	Good
1	4-48	Rammer	MQ Rammer LG #MTX70	Good
1	4-50	Paint Gun	Magnum Paint Gun	Good
1	4-51	Soil Pipe Cutters	Soil Pipe Cutters	Good
1	4-53	Striping Machine	CPM-8 Striping Machine	Good
1	4-54	Jumping Jack	Mikasa Jumping Jack MTX70	Good
1	4-56	Air Powered Stake	Rhino Air Powered Stake Pounder	Good
1	4-58	Rammer	MQ Rammer 4cycle gas Honda	Good
1	4-59	Multi Plate Compactor	Multi Plate Compactor MVC88VGHW	Good
1	4-60	Saw	Stihl TS 420 Saw	Good
1	4-64	Marking Machine	Apollo System Pavement Marking Machine	Good

Martin General Engineering, Inc.
Fixed Asset Listing
May 28, 2025

Qty	Eq. #	Item	Purchase Description	Condition
1	4-65	Marking Machine	Apollo System Pavement Marking Machine	Good
1	4-66	Shoulder Machine	Midland Shoulder Machine	Good
1	4-67	XLS Bucket	30" Walnroy XLS Bucket	Good
1	4-68	Portable Vacuum	Dewalt Cordless 18v 1/2 Gal Portable Vacuum	Good
1	4-72	Plate Bracket	J B Hendrix Q/C Plate Bracket	Good
1	4-75	Asphalt Recycler	Infrared Asphalt Recycler Model	Good
1	4-76	Gas Detector	Sperian MultiPro 4 Gas detector Docking Station	Good
1	4-77	Manhole Tripod	Miller MightEvac 7' Manhole Tripod	Good
1	4-78	Brushless Driver	Kobalt Brushless Impact Driver 1/4&1/2 inch	Good
1	4-79	Air Compressor	Air Compressor 160H Sullair	Good
1	4-80	Rammer	MQ Rammer MTX70	Good
1	4-81	Rammer	MQ Rammer MTX70	Good
1	4-83	Gas Cutoff	Stihl TS700 14" Gas Cutoff Saw	Good
1	4-85	Diamond Saw	ICS 695XL Diamond Saw	Good
1	4-86	Concrete Saw	Wacker 14" Concrete Saw	Good
1	4-88	Bench Saw	Ryobi Bench Saw	Good
1	4-89	Bench Saw	Makita Bench Saw	Good
1	4-90	Generator	Honda EM 2500 Generator	Good
1	4-91	Hydro Test Pump	550PSI Hydro Test Pump	Good
1	4-92	Laser	RDO Laser	Good
1	4-93	Laser	RDO Laser	Good
1	4-94	Backpack Blower	Stihl BR700X Backpack Blower	Good
1	4-95	Laser w/remote	HL760 Grade w/remote Receiver/Rechge Kit	Excellent
1	4-96	Gas Saw	Stihl TS420 14" Gas Cut-Off Saw	Excellent
1	4-97	Cut-off Saw	Stihl TS420 14" Cut-off saw	Good
1	4-98	Cut-off Saw	Stihl TS420 14" Cut-off saw	Good
1	4-99	Generator	Champion Duel Fuel Generator	Good
1	5-06	Freightliner Water Truck	2012 Freightliner Water Truck	Good
1	5-07	Ford F750	2017 Ford F750 Dump Truck	Good
1	5-08	International Truck Tractor	2011 Inter. Truck Tractor	Good
1	5-09	Ford F750	2019 Ford F750	Good
1	6-02	Backhoe Bucket	12" Wain Roy Backhoe Bucket	Good
1	6-03	Backhoe Bucket	18" Wain Roy Backhoe Bucket	Good
1	6-04	Side Dump Loader	106" Side Dump Loader Bucket	Good
1	6-05	Compaction Wheel	16" Compaction Wheel	Good
1	6-06	Asphalt Planer	18" Asphalt Planer CP400	Good
1	6-07	Auger Attachment	20" Auger Attachment	Good
1	6-08	Auger Attachment	36" Auger Attachment	Good
1	6-09	Excavator Bucket	36" Tag Excavator Bucket	Good
1	6-10	Loader Backhoe	42" Pin on Loader Backhoe Forks	Good
1	6-11	Loader Bucket	36" Wain-Roy Loader Backhoe Bucket	Good
1	6-12	Loader Bucket	18" Wain-Roy Loader Bucket	Good
1	6-13	Loader Bucket	12" Wain-Roy Loader Backhoe Bucket	Good

Qty	Eq. #	Item	Purchase Description	Condition
1	6-14	Loader Bucket	24" CP Loader Backhoe Bucket	Good
1	6-15	Loader Bucket	12" CP Loader Backhoe Bucket	Good
1	6-16	Excavator Bucket	42" Excavator Bucket	Good
1	6-17	Excavator Bucket	30" Esco Excavator Bucket	Good
1	6-18	Excavator Bucket	24" Esco Excavator Bucket	Good
1	6-19	Backhoe Bucket	16" Backhoe Bucket w/ teeth	Good
1	6-20	Excavator Compaction	24" Excavator Compaction Wheel	Good
1	6-21	Pipe Tongs	PVC Pipe Tongs	Good
1	6-22	Pipe Lifting Clamps	Pipe Lifting Clamps	Good
1	6-23	Bucket Forks	42" Over the Bucket Forks	Good
1	6-24	Loader Backhoe Wheel	36" Loader Backhoe Compaction Wheel	Good
1	6-25	Excavator Bucket	58" Excavator Bucket	Good
1	6-26	Excavator Bucket	28" Excavator Bucket	Good
1	6-27	Excavator Bucket	Rockland EB40 36" Excavator Bucket	Good
1	6-28	Excavator Bucket	Rockland EB40 36" Excavator Bucket	Good
1	6-29	Vail Ripper	Vail Ripper for John Deere 550J	Good
1	6-30	XLS Bucket	30"" Walnroy XLS Bucket	Excellent
1	6-31	Hydraulic Brush	72" Hydraulic Skid Steer Brush Cutter	Excellent
1	6-32	Grinder Head	Grinder Head Attachment	Excellent
1	6-33	Pipe-Lift	PL3000 Pipe-Lift	Good
1	6-34	Skid Steer	Skid Steer Breaker	Good
1	6-35	Hydraulic Hammer	KBKC 750 KABONC Hydraulic Hammer	Good
1	6-36	Excavator Bucket	Wain-Ray 36" Excavator Bucket W/ Teeth	Good



Martin General Engineering, Inc.
 12485 Quicksilver Drive
 Rancho Cordova, CA 95742
 916-355-8101 Phone
 916-355-8108 Fax

Completed Projects 2023 - 2025

Project Name: **Power Inn Road Improvement Project**
 Location: Power Inn Rd. From Loucreta Dr. to 52nd Ave., Sacramento, CA
 Prime: Martin General Engineering, Inc.
 Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
 Owner: County of Sacramento
 Owner Contact: Erik Dahl DahlE@saccounty.net (916) 203-2488
 Type of Work: Excavation, Concrete, Fencing, Striping
 Contract Amount: \$3,212,603.57
 Percentage complete: 100%
 Percentage of sub work: 20%
 Completion date: January 2023

Project Name: **Power Inn Road Bicycle & Pedestrian Improvement Project**
 Location: Power Inn Rd. – Else Ave. to McFadden Dr., Sacramento, CA
 Prime: Martin General Engineering, Inc.
 Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
 Owner: County of Sacramento
 Owner Contact: Kyle Cameron cameronky@saccounty.gov (510) 331-3996
 Type of Work: Excavation, Concrete, Fencing, Striping
 Contract Amount: \$3,097,370.41
 Percentage Complete: 100%
 Percentage of sub work: 20%
 Completion date: May 2023

Project Name: **Multi-Site Fencing (CCAA K-6, Hagginwood ES, & Smythe P-6)**
 Location: North Highlands & Sacramento, CA
 Prime: Martin General Engineering, Inc.
 Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
 Owner: Twin Rivers Unified School District
 Owner Contact: Perry Herrera perry.herrera@twinriversusd.org (916) 566-1600
 Type of Work: Fencing
 Contract Amount: \$1,158,744.49
 Percentage Complete: 100%
 Percentage of sub work: 23%
 Completion date: May 2023

ITEM 13.5.**ATTACHMENT 4**

Project Name: **Barrett Middle School (Mod)**
Location: 4243 Barrett Rd, Carmichael, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: San Juan Unified School District
Owner Contact: Victor Rodriguez VRodriguez@landmarkconst.net (916) 663-1953
Type of Work: Fencing
Contract Amount: \$603,450.60
Percentage complete: 100%
Percentage of sub work: 0%
Completion date: August 2023

Project Name: **Davis Mobile Equipment Parking Lot**
Location: 5950 Chiles Rd., Davis, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: Dept. of Forestry & Fire Protection (CAL FIRE)
Owner Contact: Michael Alvarez michael.alvarez@fire.ca.gov (916) 206-1589
Type of Work: Concrete, Asphalt
Contract Amount: \$349,799.39
Percentage complete: 100%
Percentage of sub work: 0%
Completion date: October 2023

Project Name: **Kennedy High School Parking Lot**
Location: 6715 Gloria Dr., Sacramento, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: Sacramento City Unified School District
Owner Contact: Rami Wahhab rwahhab@pmgcm.com (916) 787-4344
Type of Work: Excavation, Concrete, Fencing, Striping
Contract Amount: \$4,511,961.95
Percentage complete: 100%
Percentage of sub work: 20%
Completion date: November 2023

Project Name: **Northwood School Access Improvements Project**
Location: El Camino Ave. to Evergreen St. to Clay St. to Fianza Ave & Taft St. Sacramento, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: City of Sacramento
Owner Contact: Zuhair Amawi ZAmawi@cityofsacramento.org (916) 808-7620
Type of Work: Concrete, Striping, Electrical, Underground
Contract Amount: \$5,227,104.86
Percentage complete: 100%
Percentage of sub work: 34%
Completion date: July 2024

ITEM 13.5.**ATTACHMENT 4**

Project Name: **Rio Linda High School Fencing Project**
Location: 6309 Dry Creek Rd. Rio Linda, CA 95673
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: Twin Rivers Unified School District
Owner Contact: Perry Herrera perry.herrera@twinriversusd.org (916)566-1600
Type of Work: Fencing & Concrete
Contract Amount: \$355,341.31
Percentage complete: 100%
Percentage of sub work: 0%
Completion date: July 2024

Project Name: **Woodlake Elementary School Fencing Project**
Location: 700 Southgate Rd, Sacramento, CA 95815
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: Twin Rivers Unified School District
Owner Contact: Perry Herrera perry.herrera@twinriversusd.org (916)566-1600
Type of Work: Fencing & Concrete
Contract Amount: \$99,360.00
Percentage complete: 100%
Percentage of sub work: 0%
Completion date: September 2024

Project Name: **Fence Relocation at 2740 El Caprice Drive**
Location: 2740 El Caprice Dr. Rancho Cordova, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: City of Rancho Cordova
Owner Contact: Kristine Courdy kcourdy@cityofranchocordova.org (916) 851-8842
Type of Work: Fencing & Concrete
Contract Amount: \$33,630.00
Percentage complete: 100%
Percentage of sub work: 0%
Completion date: November 2024

Project Name: **Folsom High Iron Point Median Fence**
Location: Folsom High at Iron Point Rd. Folsom, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: City of Folsom
Owner Contact: Shane Rush srush@folsom.ca.us (916) 461-6706
Type of Work: Fencing & Concrete
Contract Amount: \$181,387.24
Percentage complete: 100%
Percentage of sub work: 0%
Completion date: December 2024

ITEM 13.5.**ATTACHMENT 4**

Chase Dr. American River Parkway Connection
Project Name: Chase Dr. Rancho Cordova, CA
Location: Martin General Engineering, Inc.
Prime: Adrian Martin amartin@martingeneral.net (916) 355-8101
Prime Contact: City of Rancho Cordova
Owner: Brian Ellis bellis@saiservices.com (916) 584-5315
Owner Contact: Asphalt, Excavation, Concrete, Striping, Markings
Type of Work: \$2,524,206.29
Contract Amount: 100%
Percentage complete: 22%
Percentage of sub work: August 2025
Completion date:

Fair Oaks Blvd. at Kenneth Ave. Traffic Signal Project
Project Name: Fair Oaks Blvd & Kenneth Ave. Fair Oaks, CA
Location: Martin General Engineering, Inc.
Prime: Adrian Martin amartin@martingeneral.net (916) 355-8101
Prime Contact: County of Sacramento
Owner: Darrah Ramsbotham ramsbothamd@saccounty.gov (916) 716-8807
Owner Contact: Concrete, Slurry Seal, Striping
Type of Work: \$1,312,423.00
Contract Amount: 100%
Percentage complete: 51%
Percentage of sub work: August 2025
Completion date:

HSIP 11 Traffic Signals and Grant Line Safety Improvements Project
Project Name: Grant Line Rd. & Raymer Way, Rancho Cordova, CA
Location: Martin General Engineering, Inc.
Prime: Adrian Martin amartin@martingeneral.net (916) 355-8101
Prime Contact: City of Rancho Cordova
Owner: Brian Ellis bellis@saiservices.com (916) 584-5315
Owner Contact: Concrete, Asphalt, Striping, Markings
Type of Work: \$447,656.08
Contract Amount: 100%
Percentage complete: 51%
Percentage of sub work: August 2025
Completion date:

Sitewide Security Fencing at Pasadena Ave. Elementary School Project
Project Name: Pasadena Ave. ES Sacramento, CA
Location: Martin General Engineering, Inc.
Prime: Adrian Martin amartin@martingeneral.net (916) 355-8101
Prime Contact: San Juan Unified School District
Owner: Stacy Gerdin stacy@icscm.com (916) 333-5701
Owner Contact: Concrete, Fencing
Type of Work: \$521,996.00
Contract Amount: 100%
Percentage complete: 5%
Percentage of sub work: August 2025
Completion date:

ITEM 13.5.**ATTACHMENT 4**

Project Name: **Sitewide Security Fencing at Whitney Ave. Elementary School Project**
Location: Whitney Ave. ES Sacramento, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: San Juan Unified School District
Owner Contact: Stacy Gerdin stacy@icscm.com (916) 333-5701
Type of Work: Concrete, Fencing
Contract Amount: \$464,133.00
Percentage complete: 100%
Percentage of sub work: 9%
Completion date: September 2025

Project Name: **Isador Cohen Elementary School Playground Area Upgrades Project**
Location: Isador Cohen ES Sacramento, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: Sacramento City Unified School District
Owner Contact: Rami Wahhab rwahhab@pmgcm.com (916) 787-4344
Type of Work: Concrete, Grading, Flatwork, Remove/Replace Play Apparatuses
Contract Amount: \$987,000.00
Percentage complete: 100%
Percentage of sub work: 22%
Completion date: September 2025

Project Name: **Green Tree Dr. and East Parkway Improvements Project**
Location: Green Tree Dr. & East Parkway Sacramento, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin amartin@martingeneral.net (916) 355-8101
Owner: County of Sacramento
Owner Contact: Anthony Voo vooa@saccounty.gov (916) 874-7871
Type of Work: Excavation, Asphalt, Concrete, Fencing, Electrical
Contract Amount: \$305,280.00
Percentage complete: 100%
Percentage of sub work: 5%
Completion date: September 2025

MEMORANDUM



ITEM 13.6.

DATE: February 2, 2026

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Assistant Public Works Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT, CONTRACT NO. 2025-270, BETWEEN THE CITY OF RANCHO CORDOVA AND THE COUNTY OF SACRAMENTO DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$900,000.00 FOR THE GRANT LINE ROAD OVERLAY PROJECT 2025 PHASE B**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would promote public safety and improve reliability on Grant Line Road, a major arterial, by awarding a reimbursement agreement with the County of Sacramento to rehabilitate a segment of Grant Line Road between Jackson Highway and Keifer Boulevard.

BACKGROUND

The City of Rancho Cordova and the County of Sacramento work closely together to maintain the roadways we share. As part of this ongoing coordination, and in preparation for the 2025/2026 budget approval process, the city and county identified the segment of Grant Line Road between Jackson Highway and Kiefer Boulevard as a priority area in need of rehabilitation. The west half of Grant Line Road is generally in the City of Rancho Cordova jurisdiction and the east half is generally within the County of Sacramento.

Through this coordination, the city and county agreed that, for reasons of economy, efficiency and public interest in this roadway, the project would include the design and construction for project improvements, while the maintenance responsibilities will remain with the county.

Through the county's Pavement Management Program, the county developed the AC Overlay Project 2025 Phase B package. Roadway rehabilitation projects included in this package were selected based on several factors, including available funding, pavement management strategies, Pavement Condition Index ratings, coordination with other planned projects, current maintenance needs, and historical maintenance records.

This project includes repairing deteriorated pavement areas (base repairs), applying a

conventional or rubberized asphalt concrete overlay, restriping the roadway, and completing any additional improvements necessary to support the overlay. The overall project package consists of 10 locations throughout the county, with the city's participation and reimbursement specifically tied to the Grant Line Road Overlay Project, Attachment 3.

The county received nine public bids, with Granite Construction submitting the lowest responsible bid. After reconciling bid quantities specific to the Grant Line Road Overlay Project, the city's total cost share was calculated to be \$900,000. This amount reflects the project's bid quantities, contingency, construction engineering, and inspection costs.

Staff has reviewed and concur with reconciled costs and recommend approval of the reimbursement agreement. The county's current schedule is to begin construction in spring/summer 2026 and end in summer 2026.

FISCAL IMPACT AND FUNDING SOURCE

This project is included in the Capital Improvement Plan budget for Fiscal Years 2024-25 and 2025-26. The project budget consists of funding from New Measure A Maintenance. There is no impact on the city's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-270
3. Project Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPROVE REIMBURSEMENT AGREEMENT, CONTRACT NO. 2025-270, IN THE AMOUNT OF \$900,000.00 BETWEEN THE CITY OF RANCHO CORDOVA AND COUNTY OF SACRAMENTO FOR THE GRANT LINE ROAD AC OVERLAY PROJECT 2025 PHASE B

WHEREAS, the County of Sacramento designed and intends to construct improvements that will rehabilitate various streets within Sacramento County as part of its AC Overlay Project 2025 Phase B (Project) contract; and

WHEREAS, the county is the lead agency for the engineering, environmental and construction phases of the Project; and

WHEREAS, the project includes improvements along Grant Line Road from Jackson Road to Keifer Boulevard that have a shared boundary between the City of Rancho Cordova and County of Sacramento (the Parties); and

WHEREAS, the city has jurisdiction over the northwest side of Grant Line Road, while the county has jurisdiction over the southeast side of Grant Line Road; and

WHEREAS, for reasons of economy and efficiency, the Parties agree that the county's project include the design and construction for Project improvements along Grant Line Road that are and will continue to be owned by County; and

WHEREAS, the Project will include full depth recycling and asphalt concrete resurfacing along that segment of Grant Line Road from the intersection of Jackson Road to Kiefer Boulevard; and

WHEREAS, it is in the public interest to complete all roadway improvements on both sides of the road at the same time; and

WHEREAS, the County Board of Supervisors approved a construction contract for the AC Overlay Project 2025 Phase B on July 22, 2025; and

WHEREAS, the Parties agree to enter into this Reimbursement Agreement to clarify and delineate each Party's respective financial responsibilities for the engineering, construction administration and construction phases, which will be funded by city and county; and

WHEREAS, the city and county desire to enter into this Agreement on the terms and conditions set forth herein; and

WHEREAS, funding for this Project consists of New Measure A Maintenance funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, does authorize the City Manager to execute Reimbursement Agreement Contract No. 2025-270 in the amount of \$900,000.00 between the City of Rancho

ITEM 13.6.

ATTACHMENT 1

Cordova and the County of Sacramento for the AC Overlay Project 2025 Phase B in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

**REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY OF
SACRAMENTO AND THE CITY OF RANCHO CORDOVA
FOR THE AC OVERLAY PROJECT 2025 PHASE B**

THIS AGREEMENT is made and entered into on _____, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF RANCHO CORDOVA, a California municipal corporation, hereinafter referred to as "CITY." Each entity may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, COUNTY has designed and intends to construct improvements that will rehabilitate various streets within Sacramento County as part of its AC Overlay Project 2025 Phase B (COUNTY Contract No. 4649) that was approved by the Board of Supervisors on July 22, 2025; and

WHEREAS, COUNTY Contract No. 4649 includes improvements along Grant Line Road from Jackson Road to Keifer Boulevard (the "Project") that have a shared boundary between CITY and COUNTY; and

WHEREAS, COUNTY has jurisdiction over the southeast side of Grant Line Road, while CITY has jurisdiction over the northwest side of Grant Line Road; and

WHEREAS, for reasons of economy and efficiency, the Parties agree that the COUNTY include the design and construction for Project improvements along Grant Line Road that are and will continue to be owned by COUNTY in COUNTY Contract No. 4649; and

WHEREAS, the Project will include full depth recycling and asphalt concrete resurfacing along that segment of Grant Line Road from the intersection of Jackson Road to Kiefer Boulevard; and

WHEREAS, COUNTY is the lead agency for the engineering, environmental and construction phases of the Project; and

WHEREAS, it is in the public interest to complete all roadway improvements on both sides of the road at the same time; and

WHEREAS, the Parties agree to enter into this Reimbursement Agreement ("Agreement") to clarify and delineate each Party's respective financial

responsibilities for the engineering, construction administration and construction phases, which will be funded by CITY and COUNTY; and

WHEREAS, pursuant to Sacramento County Code section 2.61.090, the Director of the Department of Transportation is authorized to execute a revenue agreement relating to a project previously authorized by the Board of Supervisors; and

WHEREAS, CITY and COUNTY desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CITY and COUNTY agree as follows:

1. RECITALS

The foregoing recitals are hereby incorporated by reference.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services and obligations described in this Agreement are completed, which is anticipated to occur on or around November 30, 2026.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail or e-mail, addressed as follows:

To COUNTY:

Attn: Kenneth Wick
Senior Civil Engineer
Operations and Maintenance
Division
Department of Transportation
County of Sacramento
4111 Branch Center Road
Sacramento, CA 95827
wickk@SacCounty.gov

To CITY:

Attn: Edgar Medina, PE
Assistant Public Works Director
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
emedina@cityofranhocordova.org

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. SCOPE OF WORK

The scope of work for this Agreement includes administering, conducting environmental review (including preparation of the environmental document), and engineering for the Project (the "Work"). The boundaries for the Project are more particularly delineated in the map attached hereto as Exhibit A and incorporated herein by this reference. The Project and the Work are more particularly described in the Reimbursement Scope of Work attached hereto as Exhibit B and incorporated herein by this reference

5. COSTS AND RESPECTIVE OBLIGATIONS

A. COUNTY Obligations:

- 1) COUNTY shall serve as the Lead Agency for the Project for purposes of the California Environmental Quality Act (CEQA).
- 2) COUNTY shall direct, supervise, and otherwise take the lead on performance of the Work.
- 3) COUNTY shall consult with CITY regarding all material decisions concerning the Work, including, but not limited to, consultant selection, design review, and project phasing.
- 4) COUNTY shall provide CITY with at least 14 days' advance written notice of any planned public outreach efforts and notices concerning the Project, and shall provide to CITY, upon request, copies of any presentation and outreach materials proposed to be provided to the public.

B. CITY Obligations:

- 1) CITY shall collaborate with COUNTY on the Work and shall complete reviews of plans, documents, specifications, and similar documents requested by COUNTY within a reasonable time.
- 2) CITY shall contribute an amount not to exceed Nine Hundred Thousand Dollars (\$900,000.00), including any contract change orders, to fund the Work as described in Exhibit B.

- 3) The CITY shall issue to COUNTY, at no cost to COUNTY, an encroachment permit for Project activities required to be performed as part of the Work.

C. Mutual Obligations:

- 1) COUNTY and CITY shall work cooperatively to ensure the Project is well coordinated and the Work is performed in a timely and efficient manner.
- 2) COUNTY and CITY agree that the acquisition of real property interests for the Project, and construction thereof, is not contemplated in this Agreement and will require a separate agreement or amendment to this Agreement.

6. PAYMENT OF INVOICE

Payment by CITY to COUNTY under this Agreement shall be limited to the maximum total payment amount of \$900,000.00 for the Work. The COUNTY shall submit an accurate and complete invoice to CITY documenting all costs incurred by COUNTY on the Project. COUNTY shall submit quarterly invoices to CITY, and the CITY shall pay COUNTY within thirty (30) days after receipt of such invoice.

7. COMPLIANCE WITH LAWS

Each of the Parties hereto shall observe and comply with all applicable federal, State, COUNTY and CITY laws, regulations and ordinances.

8. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and will be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

9. LICENSES AND PERMITS

- A. Contractors for each of the Parties shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by either Party. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement.

- B. Each of the Parties further certifies to the other Party that it and its principals and construction contractor are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or COUNTY government contracts.

10. INDEMNIFICATION

- A. CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY'S officers, directors, agents, employees, volunteers or contractors.
- B. COUNTY shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, volunteers and contractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, contractors or volunteers.
- C. It is the intention of CITY and COUNTY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, contractors, and the COUNTY'S Board of Supervisors and/or CITY'S Council. It is also the intention of CITY and COUNTY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, contractors, and the COUNTY'S Board of Supervisors and/or CITY'S Council.
- D. The provisions of this indemnity shall survive the expiration or termination of the Agreement.

11. INSURANCE

Each Party, at its sole cost and expense, shall carry insurance –or self-insure - its activities in connection with this Agreement, and obtain, keep

in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Party agrees to provide the other Party thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

12. SUBCONTRACTS, ASSIGNMENT

- A. CITY and COUNTY remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement.
- B. This Agreement is not assignable by either Party in whole or in part, without the prior written consent of the other Party.

13. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. Waiver by either Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon either Party unless agreed in writing by both the Party's Director and counsel.

14. SUCCESSORS

This Agreement shall bind the successors of each Party in the same manner as if they were expressly named.

15. TIME

Time is of the essence of this Agreement.

16. INTERPRETATION

This Agreement shall be interpreted and construed as a whole, according to its fair meaning and not strictly for or against any Party, and without regard to which Party drafted the Agreement. All of the promises, representations, and warranties contained herein shall survive the execution of this Agreement. Each of the Parties agrees that his Agreement is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court to be vague, ambiguous, and/or unintelligible, that the same sentences, phrases, clauses, or other wording or language of any kind shall not be construed

against the drafting party in accordance with California Civil Code Section 1654, and that each Party to this Agreement waives the effect of such statute.

17. DIRECTOR

As used in this Agreement, "Director" shall mean, as context determines, the Director of COUNTY'S Department of Transportation or the Director of CITY'S Department of Public Works, or their designees. COUNTY's Director shall administer this Agreement on behalf of COUNTY, and is authorized to make administrative amendments related to scope of work; pricing; management practices; performance standards, timelines and milestones; and similar matters so long as such amendments do not affect the total maximum payment amount set forth in Section 5. Amendments requiring changes to the maximum contribution require Board approval. Unless otherwise provided herein or required by applicable law, COUNTY's Director shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters herein subject to the approval, satisfaction, or discretion of COUNTY, the decision of COUNTY's Director in such matters shall be final.

18. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement, the Parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either Party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.
- B. In the event that any proceedings, judicial or otherwise, are brought to enforce the terms of this Agreement, each Party shall bear its own attorney fees and costs in prosecuting or defending such proceedings.

19. TERMINATION

- A. This Agreement may be terminated by mutual written consent of the Parties.
- B. Either Party may terminate this Agreement for cause upon providing thirty (30) days written notice to the other Party stating the cause and giving a reasonable period in which to cure the default, which period shall be stated in the notice.

- C. The Director for either Party has authority to terminate this Agreement provided such termination is accomplished in accordance with either subparagraph A or B, above.

20. AUDITS AND RECORDS

Upon either Party's request, the other Party or its designee shall have the right at reasonable times and intervals to audit financial and program records as such requesting Party deems necessary to determine compliance with legal and contractual requirements and the correctness of claims. Each Party shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon request at the requesting Party's expense.

21. PRIOR AGREEMENTS

This Agreement constitutes the entire understanding between CITY and COUNTY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between the Parties regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

23. FORCE MAJEURE

Neither Party shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other Party or third parties (except as otherwise specifically provided herein).

24. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts

and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

25. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the Parties to this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized.

26. COUNTERPARTS

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

(SIGNATURE PAGE FOLLOWS)

ITEM 13.6.

ATTACHMENT 2

COUNTY Contract No. 52624

CITY Contract No. 2025-270

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a
political subdivision of the State of
California

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Ron E. Vicari, Director
Department of Transportation

By: _____

Name: Micah Runner
Title: City Manager

Date: _____

Date: _____

Reviewed and Approved by COUNTY
Counsel

Approved as to Form by City
Attorney:

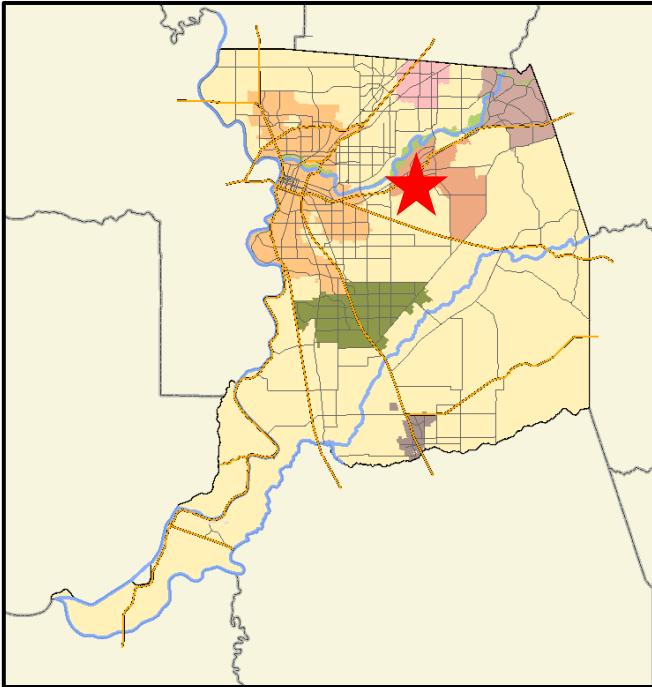
By:

Amanda McDermott,
Deputy County Counsel

By:

Date:

Date:



Grant Line Road from Jackson Road
to Kiefer Boulevard



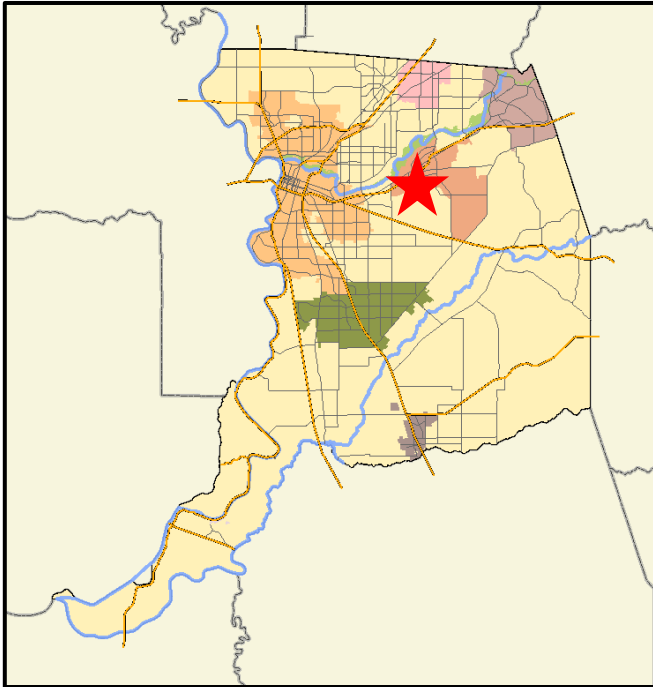
Exhibit B

Agreement No. 52624

Grant Line Road from Jackson Rd to Kiefer Boulevard

Estimated Cost with City of Ranch Cordova and County of Sacramento Share

TOTAL CONSTRUCTION COST						COUNTY SHARE			CITY SHARE		
#	Bid Item	Quantity	Unit	Unit Cost	Total Cost	Quantity	Unit	Cost	Quantity	Unit	Cost
1	Mobilization	1	LS	\$ 63,000.00	\$ 63,000.00	0.5	LS	\$ 31,500.00	0.5	LS	\$ 31,500.00
7	Asphalt Concrete (Paving: HMA-LG)	8,296	TN	\$ 102.69	\$ 851,916.24	4,148	TN	\$ 425,958.12	4,148	TN	\$ 425,958.12
13	Pavement Repair Grind (6" Deep)	7,520	SF	\$ 1.12	\$ 8,422.40	3,760	SF	\$ 4,211.20	3,760	SF	\$ 4,211.20
14	Pavement Reinforcing Fabric	20,319	SY	\$ 2.11	\$ 42,873.09	10,160	SY	\$ 21,436.55	10,160	SY	\$ 21,436.55
23	Thermoplastic Striping (6" Wide)	20,771	LF	\$ 1.70	\$ 35,310.70	10,386	LF	\$ 17,655.35	10,386	LF	\$ 17,655.35
25	Thermoplastic Striping (12" Wide)	26	LF	\$ 9.00	\$ 234.00	13	LF	\$ 117.00	13	LF	\$ 117.00
27	Install Pavement Marker	352	EA	\$ 7.00	\$ 2,464.00	176	EA	\$ 1,232.00	176	EA	\$ 1,232.00
36	Install Video Detection Camera	4	EA	\$ 5,500.00	\$ 22,000.00	4	EA	\$ 22,000.00	-	EA	\$ -
37	Install Video Detection Cable	1,017	LF	\$ 2.75	\$ 2,796.75	1,017	LF	\$ 2,796.75	-	LF	\$ -
41	Remove and Replace Culvert	2	EA	\$ 20,000.00	\$ 40,000.00	2	EA	\$ 40,000.00	-	EA	\$ -
42	Modify Concrete Culvert End	1	EA	\$ 5,200.00	\$ 5,200.00	1	EA	\$ 5,200.00	-	EA	\$ -
53	Mix Design (FDR-C)	1	LS	\$ 5,400.00	\$ 5,400.00	0.5	LS	\$ 2,700.00	0.5	LS	\$ 2,700.00
54	Full Depth Recycling (Cement)	27,681	SY	\$ 5.23	\$ 144,771.63	13,841	SY	\$ 72,385.82	13,841	SY	\$ 72,385.82
55	Asphaltic Emulsion (FDR-C)	18	TN	\$ 1,000.00	\$ 18,000.00	9	TN	\$ 9,000.00	9	TN	\$ 9,000.00
56	Cement (FDR-C)	473	TN	\$ 166.00	\$ 78,518.00	237	TN	\$ 39,259.00	237	TN	\$ 39,259.00
57	Sand Cover (FDR-C)	28	TN	\$ 170.00	\$ 4,760.00	14	TN	\$ 2,380.00	14	TN	\$ 2,380.00
CONSTRUCTION TOTALS					\$ 1,325,666.81			\$ 697,831.78			\$ 627,835.03
					100%			53%			47%
	Construction Contingency (10%):				\$ 132,566.68			\$ 69,783.18			\$ 62,783.50
	Engineering & Inspection (25%):				\$ 331,416.70			\$ 174,457.95			\$ 156,958.76
	Total:				\$ 1,789,650.19			\$ 942,072.90			\$ 847,577.29



Grant Line Road from Jackson Road
to Kiefer Boulevard



MEMORANDUM



ITEM 13.7.

DATE: February 2, 2026
TO: Honorable Mayor and Council Members
FROM: Stacy Delaney, Senior Management Analyst
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-201, WITH FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT FOR AN AMOUNT NOT TO EXCEED \$200,000 FOR THE FUNDING OF THE CORDOVA HIGH SCHOOL NEW DISCUS CAGE AND IMPROVEMENTS TO THE EXISTING HAMMER CAGE AREA**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a Contract Agreement with Folsom Cordova Unified School District for the Cordova High School discus and hammer cage project.

BACKGROUND

On May 14, 2025, the Fiscal Year 2025-27 budget discussion took place with the City Council. The discussion included potential legacy fund project ideas, including the Cordova High School discus and hammer cage project concepts. The City Council supported the combined concept and on June 2, 2025, approved funding for the discus and hammer cage project from the capital contributions out of the Measure R budget for fiscal year 2025-26 as shown in the FY 2025-30 Capital Improvement Plan budget breakdown.

FISCAL IMPACT AND FUNDING SOURCE

The City Council has approved sufficient funds in the Fiscal Year 2025-26 budget through the city's Measure R Community Enhancement & Investment Fund allocation.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-201

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-201 BETWEEN THE CITY OF RANCHO CORDOVA AND THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT FOR THE NEW DISCUS CAGE AND IMROVEMENTS TO THE HAMMER CAGE AT CORDOVA HIGH SCHOOL

WHEREAS, on May 14, 2025, the Fiscal Year 2025-27 budget discussion took place with the City Council; and

WHEREAS, a discussion on potential legacy project ideas, including the Cordova High School discus and hammer cage project concepts were discussed and supported; and

WHEREAS, on June 2, 2025, the City Council approved funding for the discus and hammer cage project from the 2025-26 budget; and

WHEREAS, the City Council has approved sufficient funds in the Fiscal Year 2025-26 Measure R budget for the support of the new discus cage and improvements to the existing hammer cage at Cordova High School; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute Contract No. 2025-201 between the City of Rancho Cordova and the Folsom Cordova Unified School District for the discus and hammer cage project at Cordova High School.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

AGREEMENT BETWEEN CITY OF RANCHO CORDOVA
AND FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
FOR USE OF CITY FUNDS

This Agreement is made by and between the City of Rancho Cordova, a California municipal corporation (“City”), and Folsom Cordova Unified School District, a California K-12 public school district (“Provider”) (each may herein be referred to as a “Party” or collectively as “Parties”) as of February 2, 2026.

Whereas, City has allocated City funds to Provider for the purpose of enhancing the track and field opportunities at Cordova High School by installing a new discus cage and making improvements to the hammer cage area. These enhancements benefit Rancho Cordova residents by providing enhanced amenities and opportunities for athletic programming and events.

City and Provider agree as follows:

1. Programs and Services. Provider will provide the services described in Exhibit A, entitled “Scope of Services.”
2. Term. The term (the “Term”) of this Agreement shall be as set forth in Exhibit A.
3. Funding and Use of Funds. City has allocated funds to Provider in the amount of Two Hundred Thousand Dollars (\$200,000). The funds shall be disbursed to the Provider as set forth in Exhibit A and shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.
 - a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement. Provider shall reimburse City for such funds and may be required to reimburse City for all funds allocated.
 - b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. “Minor” means a change of use for no more than thirty percent (30%) of the funds allocated to Provider, or a change which does not alter the core objectives of the service provided with the funds.
4. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.
5. Timeliness. Providers will have sixty (60) days following the receipt of their grant funding Agreement to provide the required insurance documents and IRS Form W-9 to the City

needed to execute the Agreement. This is being done to help mitigate delay of the project and/or the inability to complete the project during the proposed Term.

6. Maintenance and Use. Provider shall maintain all items described in Exhibit A, including, but not limited to, the discus cage and hammer cage at Cordova High School, in good repair and operating condition, allowing for reasonable wear and tear. Provider shall not use the equipment for any unlawful purposes, and will obey all laws, rules, and regulations while using the equipment. Provider shall use the equipment and in a careful and proper manner.

7. Documents, Reports and Records.

7.1 Record Retention. Provider shall always maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds received from City. All expenditures of the funds granted pursuant to this Agreement must be only for the items set forth in Exhibit A hereto and must be documented by receipts, cancelled checks, credit card statements, or other evidence acceptable to City, which clearly document the amount and purpose of the expenditure. Expenditures for which there is no documentation are not eligible for funding under this Agreement.

7.2 Inspection of Records. All records required to be retained pursuant to Section 7.1 shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time-to-time render services to recipients that are personal and confidential in nature, City will always maintain that confidentiality and will not require a public record to be made or provided that violate the confidentiality of Provider except as required by law. Any inspection or audit shall be made by City's Administrative Services Director, or a designee of the Administrative Services Director.

7.3 Required Reports. Provider shall file Exhibit B, "Report Of Use of City Funds," with the City on or before the dates set forth on Exhibit A. If payments of City funds are to be distributed in more than one installment, distribution of the second and any subsequent distributions will not be made until any required reports have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, "Outcomes Report," with City on or before the date set forth on Exhibit A. Provider shall file reports using the City's online software for grant management and as set forth in Section 14, Notices, below.

8. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to Provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, gender, or sexual orientation. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

9. Indemnification. Provider shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers

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

10. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, "Insurance Requirements," and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

 Initial Provider hereby acknowledges and agrees to acquire insurance timely and to provide accurate contact information for the City of Rancho Cordova's insurance verification system.

11. Attribution. Provider shall include the Community Enhancement & Investment Fund logo and/or the following language in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement: "Supported in part by the Community Enhancement & Investment Fund from the City of Rancho Cordova." The logo or language shall be in proportional type size to the total area of the printed material. If the funds provided herein are used to build or install a structure or improvement to property or a building, including, but not limited to, building improvements, playground or sports facilities, or art installations, or is used to fund the purchase of a vehicle on which signage will be placed, Provider shall include the attribution noted above on a permanent sign located at the site of the project or the signage located on the vehicle.

 Initial Provider hereby acknowledges and agrees to attribute funding of the Cordova High School Discus and Hammer Cage project as described in paragraph 11.

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

13. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

14. Notices. Any approval, document, or other notice which either party may desire to give to the other party under this Agreement must be made in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service or personal delivery addressed to the party to whom the notice is directed as set forth below, or at any other address as that party may later designate:

City of Rancho Cordova: City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, California 95670
 Attn: City Manager

To Provider: Folsom Cordova Unified School District
 1965 Birkmont Drive
 Rancho Cordova, CA 95742

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or upon the third day from the date it is postmarked if delivered by first class, registered or certified mail.

15. Interpretation. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement must be brought in the court of competent jurisdiction for the County of Sacramento, State of California.

16. Attorneys' Fees. In the event any proceeding or action is brought in connection with the enforcement of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

17. Amendments. The Parties may amend this agreement only by a writing signed by all Parties.

18. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto, and incorporated herein, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

19. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Administrative Services Director shall have the ability to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY:

PROVIDER:

Micah Runner
City Manager

Sean Martin
Chief Business Officer

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Address: 1965 Birkmont Drive, Rancho Cordova, CA 95742

Telephone: 916-294-9000

Email: semartin@fcusd.org

Contact Person/Title: Sean Martin/Chief Business Officer

Funding Allocation: \$200,000

Term: February 2, 2026 – June 30, 2026

1. Services to be Provided: Provider shall use the funds for the Cordova High School Discus and Hammer Cage improvement project. Provider shall mark out the installation locations of cages, nets and containers, and allow five business days for City/stakeholder review prior to final installation of facilities. Provider shall purchase and install two new aluminum discus practice cages (Gill 8021), two new throwing nets (Gill 731300), and three aluminum throwing rings (two new and one provided by Rancho Cordova Track Club, Gill Athletics Discus Aluminum Circle with Cross Bracing). The practice rings will be set in 10' X 10' concrete pad which will be set at existing grade. Provider shall install a competition throwing cage that is supplied by Rancho Cordova Youth Track Club. This competition cage will have perimeter concrete curbs to allow for the recess of the competition throwing circle. The Provider shall install one throwing ring in 10' x 10' concrete pad. The competition throwing pad will be recessed approximately 12" below existing grade. Provider will provide drainage to the competition recessed throwing pad and the drainage will be daylighted into the Lancer Stadium. The Provider will re-grade existing field approximately 50' in front of the recessed competition throwing pad. The existing storage container will be moved and a new 20-Foot Aztec container with rear and side doors will be purchased by Provider. Provider will relocate both to a 6" AB pad. The existing hammer cage will be repaired by Provider, and those repairs will include purchasing and installing the latching device on the door that is lacking one. Receptacles will be installed for the latches to fix the doors in various pre-determined locked positions. Receptacle tubes will need to be created on the edge of the existing apron/runway. This may require chipping away concrete for the creation of the receptable tubes or pouring a wider apron of concrete around the border.

2. Units of Service to be Provided: See above.

3. Site Map: See next page for the site map of the project location of facilities at Cordova High School. The area shown as a white triangle on the map pinpoints the general area of the project location of the new discus facilities. The hammer cage is shown with a white circle around it.



4. Use of Funds: Provider shall use the funds as follows:

- | | |
|-----------|--|
| \$25,000 | 2 Practice Cages Gill 8021 (High School Discus Cage with Rear Entry System Specifications), 2 Throwing Nets Gill 731300 (Outdoor Throwing Net Specifications), 2 Aluminum Throwing Rings Gill 367, and 1 Aztec 20-Foot Container with rear and side doors |
| \$150,000 | Install 6" AB pad to accommodate 1 relocated and 1 new storage container, irrigation and drainage to the competition recessed throwing pad, sod replacement, and re-grade existing field approximately 50' in front of recessed competition throwing pad. Installation of 1 competition throwing cage (already purchased by Rancho Cordova Track Club), 2 practice cages, 2 throwing nets, and 3 throwing rings (1 provided by Rancho Cordova Track Club). Install throwing rings in 10' X 10' concrete pad. |

\$15,000	Repair to Hammer Cage including l-shaped bracket for hammer door, drilling holes for fixed positions, and installing receptacles into the ground. This may also include chipping away existing concrete and pouring a new apron around the border.
<u>\$10,000</u>	Contingency for construction related costs not anticipated in estimates and/or increases in equipment purchases/freight charges
\$200,000	Total

a. The amounts listed above are estimates of the expenditures and may vary. However, the amount may not vary by more than thirty percent (30%) (with City Manager approval) unless the Agreement is amended. In no event shall the City's total distribution of funds to Provider under the Agreement exceed the total allocation shown above.

b. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.

c. In the event that the costs to perform the items of work set forth herein exceed the amount of funds granted to Provider, Provider shall be responsible for the payment of all costs in excess of the funds granted.

d. Prevailing Wages. To the extent required by law, Provider and all of the Provider'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. The Provider 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 Provider 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 Provider 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 Provider, of any of the insurance policies described in this Agreement.

5. Allocation and Payment of Funds: City shall distribute the funds to Provider as follows: City shall pay Provider for the items set forth in Section 3 above, upon execution of this Agreement.

In the event that any Report for Use of City Funds and/or Outcomes Report which is due to be filed prior to the date upon which a distribution is otherwise due, has not been timely filed, City shall not be obligated to make any additional distributions based on the submission of invoices until two weeks after the date on which the delinquent reports are received by City and have been reviewed and been determined to comply with the requirements of this Agreement.

All requests for the payment of funds shall be due to City by the termination date of this Agreement. The City acknowledges, however, that there may be circumstances when Provider may be unable to do so because it may not yet have received an invoice from a vendor prior to that date. In that case Provider may submit a final request for payment within sixty (60) days after the termination date of the Agreement. City shall not be required to make any payments based on requests submitted more than sixty (60) days after the termination date.

Provider hereby acknowledges and agrees to the conditions of allocation and payment of funds as described in paragraph 5.

 Initial

6. Reports: Provider shall file the following reports (each a “**Report**” and collectively the “**Reports**”) with City on the dates set forth below:

6.1 Report for Use of City Funds: June 30, 2026. The Provider may submit reports up to 30-days after the end of the report accounting period to allow for processing time.

The Report shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Please take note of the following:

- A description and total amount of the expenditures incurred during the reporting period. This information can be provided in a table or similar format. Report periods are defined in Exhibit B and Exhibit C of this Agreement.

- Sensitive banking information, payroll information, and any confidential business information shall be redacted from any documentation prior to being submitted. Reports submitted to the City are public records and it remains Provider's responsibility to ensure such protected information is not transmitted to the City.

Expenditures which are not so documented are not eligible for funding under this Agreement.

6.2 Outcomes Report: June 30, 2026. The Provider may submit reports up to 30-days after the end of the report accounting period to allow for processing time.

The Report shall describe the services and/or programs provided, number of participants or attendees, and include photographs, and shall include the following

- An impact statement demonstrating Provider's accomplishments during the reporting period. Report periods are defined in Exhibit B and Exhibit C of this Agreement.
- Specific numerical data to quantify attendance and participation in Provider's program/project/event
- Five (5) individual quality images for marketing purposes that tell the story and illustrate Provider's program/project/event.

Reports shall be submitted through an online platform using a form request provided by the City of Rancho Cordova's Community Enhancement & Investment Fund staff. It is the responsibility of the Provider to participate in offered training and request assistance from staff to comply with the reporting requirements.

Provider hereby acknowledges and agrees to the reporting requirements set forth in paragraph 6.

 Initial

7. Location and Facilities: Provider's approved program or project must take place in the City of Rancho Cordova unless originally written into the Provider's application approved by the City of Rancho Cordova. Provider shall independently secure space for the approved project and program.

Provider hereby acknowledges and agrees to the conditions of location and facilities as described in paragraph 7.

 Initial

EXHIBIT B

REPORT FOR USE OF CITY FUNDS

Address: 1965 Birkmont Drive, Rancho Cordova, CA 95742

Telephone: 916-294-9000

Email: semartin@fcusd.org

Contact Person/Title: Sean Martin/Chief Business Officer

Report Due Date: June 30, 2026

Report Accounting Period: February 2, 2026 – June 30, 2026 (Report 1)

The Provider may submit reports up to 30-days after the end of the report accounting period to allow for processing time.

City funds received during reporting period:

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): *[this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures]*

Units of service provided during this period (if applicable):

Units of service provided to City Residents during this period (if applicable):

The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement.

EXHIBIT C

OUTCOMES REPORT

Address: 1965 Birkmont Drive, Rancho Cordova, CA 95742

Telephone: 916-294-9000

Email: semartin@fcusd.org

Contact Person/Title: Sean Martin/Chief Business Officer

Report Due Date: June 30, 2026

Report Accounting Period: February 2, 2026 – June 30, 2026 (Report 1)

The Provider may submit reports up to 30-days after the end of the report accounting period to allow for processing time.

[Provider should submit a narrative of any measurable outcomes achieved or goals met]

The Reports shall describe the services and/or programs provided, number of participants or attendees, and include photographs.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work or expending any City allocated funds under this Agreement, Provider, at its own cost and expense, shall procure “occurrence coverage” insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services hereunder by the Provider and its agents, representatives, employees, volunteers, and subcontractors. Provider shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Provider shall maintain the insurance policies required by this Exhibit D throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Administrative Services Director and City Attorney.

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

Provider shall notify City within fourteen (14) days of notification from Provider’s insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

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

2. **General/Commercial Liability Insurance.**

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

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

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

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

2.3 Sexual Molestation and Abuse Coverage. Any Provider using City funds to provide direct services to children shall maintain sexual molestation and abuse coverage in an amount no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

3. Automobile Liability Insurance.

3.1 General requirements. When applicable, Provider, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection

against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2 **Minimum scope of coverage.** Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

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

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4. **All Policies Requirements.**

4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Provider shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.2 **Subcontractors.** Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

4.3 **Deductibles and Self-Insured Retentions.** Provider shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Provider may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Provider procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4 Waiver of Subrogation. Provider hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Provider agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Provider, its employees, agents, and subcontractors.

4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Provider shall provide written notice to City at Provider's earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.

4.6 Confirmation of Point of Contact and Insurance Maintenance
Acknowledgement. The City of Rancho Cordova has transferred ongoing insurance certificate monitoring to Ebix, RCS, Inc. Exhibit D of this Agreement specifies the insurance requirements of doing business (including receiving grant funding and sponsorships) with the City of Rancho Cordova. Ebix RCS, Inc. will notify the Provider's contact person by email at the address provided below if the insurance on file becomes non-compliant.

Provider hereby acknowledges and agrees to the insurance requirements set forth in Exhibit D and that they will be monitored for compliance by Ebix, RCS, Inc.

_____ Initial

Provider hereby agrees to maintain insurance meeting all requirements of this agreement by responding to all notices received from Ebix, RCS, Inc.,

_____ Initial cityofranhocordova@ebix.com

In the space below, confirm an active email responsible for maintaining Provider's insurance. This may be an individual associated with Provider and does not need to be an insurance broker.

Email Address: sia-coirequests@sia-jpa.org

6211339.1

MEMORANDUM



ITEM 16.1.

DATE: February 2, 2026
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION AUTHORIZING A FUNDING COMMITMENT OF \$5,000,000 TO RANCHO CORDOVA OWNER LP FOR THE ASTERIA FLATS AFFORDABLE HOUSING DEVELOPMENT PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would provide a funding commitment of \$5,000,000 to Rancho Cordova Owner L.P. for the Asteria Flats Affordable Housing Development Project.

BACKGROUND

Rancho Cordova Owner LP, an affiliate of Lincoln Avenue Communities is proposing to build the Asteria Flats affordable housing development (the "Project") on the southeast corner of Sunrise Boulevard and Chrysanthy Boulevard, APN 067-0430-018-0000. The Project consists of 236 units of multifamily housing, indoor and outdoor on-site amenities, parking, and landscaping. The units will include a mix of 1-, 2-, 3-, and 4-bedroom apartment homes ranging from 764 square feet to 1,414 square feet. The floorplans include full kitchen, living space, bedroom(s), indoor storage, and laundry closet. On-site indoor amenities include a clubhouse building in the center of the site with leasing office, lounge areas, large-screen television, fitness room, restrooms, leasing office, long-term bike storage, laundry room, package and mail room, and resident services space for after school programs and adult education classes. On-site outdoor amenities include a swimming pool, lounge outdoor restrooms & showers for pool-goers, pergola with grilling area, and two playgrounds in addition to several passive outdoor spaces. The income affordability levels will range from 30% area median income (AMI) to 70% AMI, or annual income of approximately \$39,000 to \$90,000 for a household of four.

The Project successfully applied for and received an allocation of private activity bonds from the California Debt Limit Allocation Committee ("CDLAC") and 4% Federal tax credits from the California Tax Credit Allocation Committee ("CTCAC") on December 10, 2025. The City subsequently held a public hearing on January 5, 2026 pursuant to the federal Tax Equity and Fiscal Responsibility Act ("TEFRA") where the City Council adopted Resolution 4-2026 approving the issuance of multifamily housing revenue bonds by the California Municipal Finance Authority ("CMFA") to finance the construction of the Project.

This Project is the third multifamily development to apply for ministerial design review approval under the City's new Multifamily Streamlined Design Review process, which was adopted by the City Council on August 16, 2021. On December 5, 2025 the City's Planning Department issued a Notice of Decision providing Design Review approval for the Project and a CEQA exemption as a ministerial project pursuant to section 15268 of the California Environmental Quality Act Guidelines. The Notice of Decision is attached to this report.

Adoption of the Resolution would provide the formal funding commitment of five million dollars (\$5,000,000) for the Project from the City's Housing Trust Fund, or other City funding dedicated for affordable housing projects. This commitment is necessary to close critical Project financing. Without the City's participation, the Project would be forced to pursue alternative funding sources that are uncertain and may not be available or feasible, potentially delaying or jeopardizing the Project. As required by the State, the Project is required to close on all financing prior to June 2026. To proceed under these circumstances, the Project could be required to reduce scope or revise its design to bring the Project in line with the budget. The City's funding commitment will guarantee success for the Project.

The Project will support the City's housing needs and contribute to the 9,067 of affordable housing units needed by 2029 as outlined in the 2021 adopted Housing Element. Asteria Flats will contribute development impact fees and ongoing annual CFD payments, which will support City infrastructure.

This funding commitment is anticipated to be provided to the Project in the form of a permanent loan bearing 3% annual interest with a term of fifty-five (55) years. If this resolution is approved staff will work with the developer to finalize the loan agreement documents, in a form approved by the City Attorney, and return to the City Council for final approval, anticipated in the next 2-3 months.

The total Project costs are approximately \$121,000,000. Included in this is nearly \$90,000,000 that the Project has already received from state and federal sources in the form of \$50,000,000 of tax credit equity and approximately \$40,000,000 of tax-exempt bonds. The City's proposed subsidy of \$5,000,000 equates to approximately \$21,200 per unit, which is lower than the City's typical per unit subsidy. Additional examples are provided below for comparison.

- Asteria Flats - \$21,200 per unit
- Mather Veterans Village Phase 1 - \$40,000 per unit
- Mather Veterans Village Phase 2 - \$21,400 per unit
- Mather Veterans Village Phase 3 - \$18,900 per unit
- Mather Veterans Village Phase 4 - \$42,850 per unit (ARPA and CPF funding)
- Sunrise Crossing Apartments - \$33,500 per unit

The Project is anticipated to begin construction in late June 2026 with occupancy expected in the second quarter of 2028.

For the purposes of Article XXXIV of the State of California Constitution this City Loan commitment does not constitute a development of a low rent housing project by a state public body.

FISCAL IMPACT AND FUNDING SOURCE

Adoption of the Resolution would commit \$5,000,000 from the city's Housing Trust Fund, or other city funding dedicated for affordable housing projects, to the Developer for the Asteria Flats Project. The city's Housing Trust Fund has a current balance of approximately \$9,400,000, with projected annual revenues of approximately \$1,100,000 per year for Fiscal Years 25/26 and 26/27.

ATTACHMENT(S)

1. Resolution
2. Notice of Decision
3. Presentation

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING A FUNDING COMMITMENT OF \$5,000,000 TO RANCHO CORDOVA OWNER, LP, FOR THE ASTERIA FLATS AFFORDABLE HOUSING DEVELOPMENT PROJECT

WHEREAS, the City of Rancho Cordova (the “city”) has recognized the need to provide affordable housing to all economic segments of the city; and

WHEREAS, Rancho Cordova Owner, L.P., affiliate of Lincoln Avenue Communities (the “developer”) proposes to develop a housing project, the Asteria Flats, located on the 11.76 acre southeast corner of Sunrise Boulevard and Chrysanthy Boulevard, APN 067-0430-018-0000, which will include two hundred thirty four (234) units of multifamily rental apartments serving families with rents affordable to households earning 30%-70% of area median income (“AMI”), two (2) unrestricted manager’s units (for a total of 236 units), and resident community space (the “project”), and has submitted a proposal for financial assistance from the city to maximize the affordability and amenities of project units; and

WHEREAS, the developer has requested a permanent loan from the city to develop the project in an amount not to exceed five million dollars (\$5,000,000) to be used for project construction costs; and

WHEREAS, the use of the city’s funds in the manner described below will be of benefit to the city in assisting in the development of affordable housing opportunities for workforce family households; and

WHEREAS, the developer has secured tax credit and bond financing and intends to begin construction on the project; and

WHEREAS, on January 5, 2026, the city held a public hearing as required by the Tax Equity and Fiscal Responsibility Act and adopted Resolution No. 4-2026 approving the issuance of multifamily housing revenue bonds to finance the construction of the project; and

WHEREAS, the city’s Planning Department issued a Notice of Decision dated December 5, 2025, providing design review approval for the project through the city’s Multifamily Streamlined Design Review process; and

WHEREAS, the proposed project would provide housing that furthers the goals and policies of the city’s General Plan Housing Element in a manner consistent with the state-mandated Regional Housing Needs Allocation requirement determined by the Sacramento Area Council of Governments for the city; and

WHEREAS, staff has completed an independent review of the funding application and underwriting, and recommend that the City Council approve a funding commitment of \$5,000,000 from the city’s Housing Trust Fund or other city funding dedicated for affordable housing projects; and

WHEREAS, following this funding commitment, staff will return to the City Council for authorization to execute loan agreement documents including the following terms: the loan will bear three percent (3%) annual interest, a term of fifty-five (55) years, with payments to be made from residual receipts; and

WHEREAS, for the purposes of Article XXXIV of the State of California Constitution, this city financial commitment does not constitute a development of a low-rent housing project by a state public body; and

WHEREAS, the project is exempt from the California Environmental Quality Act ("CEQA") under the exemption for ministerial development projects (CEQA Guidelines § 15268).

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

1. The City Council finds that the project is exempt from CEQA under CEQA Guidelines Section 15268, Ministerial Projects. The City Council further finds that the project is consistent with the city's General Plan, and the City's Zoning Code. The city certified an Environmental Impact Report ("EIR") for the General Plan and conducted additional environmental review for the Zoning Code. Therefore, no additional CEQA environmental review is required.
2. Authorizes the City Manager, or his designee, to provide a funding commitment letter to the developer in an amount up to \$5,000,000 for the project, subject to the following terms: the loan will bear three percent (3%) annual interest, a term of fifty-five (55) years, with payments to be made from residual receipts, and in a form approved by the City Attorney and City Manager.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA, PLANNING DIVISION

NOTICE OF DECISION

Dated: December 5, 2025

Pursuant to Chapter 23.137 of the Rancho Cordova Municipal Code (RCMC) and the Multifamily Design Guidelines, the Community Development Director (or Designee) made a decision to **approve** the Multifamily Streamlined Design Review for Asteria Flats (MSDR-1222-0001), a new 236-unit affordable housing apartment complex to be located at the southeast corner of Chrysanthy Boulevard and Sunrise Boulevard (APN: 067-0430-018-0000). The approval is subject to the conditions of approval attached to this Notice of Decision.

Applicant

Lincoln Avenue Communities
401 Wilshire Boulevard, 11th Floor
Santa Monica, CA 90401

ADDRESS/APN: SEC of Sunrise Blvd. and Chrysanthy Blvd.; APN: 067-0430-018-0000

ZONING: General Commercial (GC)

PROJECT PLANNER: Arlene Granadosin-Jones, AICP

CEQA

Ministerial Activities under CEQA

Pursuant to section 15268 Ministerial Project of the California Environmental Quality Act (CEQA) Guidelines, ministerial projects are exempt from the requirements of CEQA. The proposed project is subject to a ministerial design review process as outlined in Rancho Cordova Municipal Code (RCMC) Sections 23.137. The standards outlined in this section, relate to aesthetic and design standards – architecture, setbacks, landscaping, lighting, and similar features.

PROPOSED FINDINGS & EVIDENCE:

Multifamily Housing Streamlined Design Review

The Community Development Director made the following findings for a multifamily housing project eligible for the Multifamily Housing Streamlined Design Review Permit (RCMC Section 23.137.080) prior to approving this request:

1. **Finding:** The project substantially conforms with the standards of the multifamily design guidelines.

Evidence: The proposed project has been reviewed using the standards set forth in the Rancho Cordova Multifamily Design Guidelines. Per the guidelines, the proposed project orients building facades to frame streets and public spaces to promote a pedestrian-friendly environment. Overall, the building frontages address the existing land use context and street environment appropriately by locating structures at the front of the street and providing private and common open space that creates visual interest that breaks up the massing of multi-level structures. The proposed project

utilizes a Mediterranean architectural style and provides detailed articulation and enhancements that are consistent with the selected architectural style.

2. **Finding:** The project architectural style is either consistent with one of the type-specific architectural styles as established by the city or presents a cohesive architectural style and design with identifiable design features consistent with the chosen style.

Evidence: The proposed project features buildings in a Mediterranean architectural style. The selected building materials, such as adobe brick, stucco, concrete roof tiles, accent shutters, and painted steel railings, are consistent with the selected architectural style. The Mediterranean architectural style has been utilized in the City of Rancho Cordova and the surrounding region and complements adjacent neighborhoods creating a cohesive environment. The placement of windows and balconies on the building elevations adds visual interest to the massing and form of the three-story buildings. And the use of a vibrant roof line further breaks down the overall mass and further enhances the facades on both sides of the street.

3. **Finding:** The project presents to fronting streets in a positive manner and provides frontage improvements that will support and encourage pedestrian circulation.

Evidence: The proposed project orients building facades to frame streets and public spaces to promote a pedestrian-friendly environment. Overall, the building frontages address the existing land use context and street environment appropriately by locating structures at the front of the street and providing private and common open space that creates visual interest that breaks up the massing of multi-level structures. Street trees and landscaping also support a pleasant pedestrian environment that also supports the aesthetic improvement of the neighborhood.

4. **Finding:** The development is harmonious with existing and anticipated development of the area.

Evidence: The proposed project is located on a site zone General Commercial (GC), which permits multi-family residential uses. The proposed project is adjacent to other parcels zoned for multi-family development. The surrounding neighborhood is a mix of residential uses, open space areas and parks, and commercial centers. The proposed project contributes to the mixed residential character of the area.

5. **Finding:** The project consists of high-quality design and materials, with architectural variety and appropriate articulation of facades.

Evidence: The proposed project features buildings in a Mediterranean architectural style with dynamic and vibrant facades, adding visual interest to the community. The selected building materials, such as adobe brick, stucco, concrete roof tiles, accent shutters, and painted steel railings, contribute to a timeless and durable aesthetic. The placement of windows and balconies on the building elevations creates an engaging sense of movement, adding visual interest to the massing and form of the three-story buildings. The use of a vibrant roof line further breaks down the overall mass, enhancing the architectural composition and creating a dynamic facade.

Attachments:

- 1) Project Plans
- 2) MSDR Compliance Checklist
- 3) Conditions of Approval



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A1.3	ARCHITECTURAL SITE PLAN
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A5.0	UNIT PLANS
A5.1	UNIT PLANS
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L0	CONCEPTUAL LANDSCAPE PLAN - OVERALL SITE
L1	CONCEPTUAL LANDSCAPE PLAN
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L3	CONCEPTUAL LANDSCAPE PLAN - ENLARGED PLAN CLUB HOUSE
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CIVIL	
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ELECTRIC	
E2.0	SITE LIGHTING
E2.1	SITE LIGHTING PHOTMETRIC

PROJECT TEAM DIRECTORY

DEVELOPER	ARCHITECT	CIVIL	LANDSCAPE	APPLICANT
LINCOLN AVENUE CAPITAL LLC 401 Wilshire Blvd, 11TH Floor Santa Monica, CA 90401	KTGY 17911 Von Karman Avenue Suite 200 Irvine, CA 92614	TSD ENGINEERING, INC. 785 Orchard Drive, Suite 110 Folsom, CA 95630	SAM HARNED PO BOX 2275 Oakdale, CA 95361	RANCHO CORDOVA OWNER LP 401 Wilshire Blvd, 11TH Floor Santa Monica, CA 90401



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Irvine, CA 92614
ktgy.com
949.851.2133

LINCOLN AVENUE COMMUNITIES
401 Wilshire Blvd, 11th Floor
Santa Monica, CA 90401

ASTERIA FLATS
RANCHO CORDOVA, CA # 2025-0161

SCHEMATIC DESIGN
SEPTEMBER 12, 2025

COVER SHEET

A0.0

PROJECT DESCRIPTION

The project site is south of Chrysanthy Blvd, and east of Sunrise Blvd. The project site consists of APN 067-0430-018.

Site Characteristics: The 11.76-acre project site is roughly square in shape, and vacant.

Surrounding Use: Multi-family development is planned to the east of the proposed project, but it is currently vacant. Treatment plant is to the south of the proposed project.

General Plan and Zoning Designations: In the General Plan, Parcel is designated Commercial Mixed Use (CMU). In zoning, the parcel is designated General Commercial (GC).

Proposed Project: The proposed project is an affordable apartment community with 236 total units which have access to indoor and outdoor amenities, parking, and landscaping. A mix of one, two, three and four-bedroom units are organized into 10 three-story buildings arranged around the site. Additionally, the site includes a clubhouse/amenity building, solar structures and supportive pool building. The project will include a mix of one, two three and four-bedroom apartment homes ranging from 764 sf to 1,414 sf. The floorplans include a full kitchen, living space, bedroom(s), bathroom(s), indoor storage, and laundry closet.

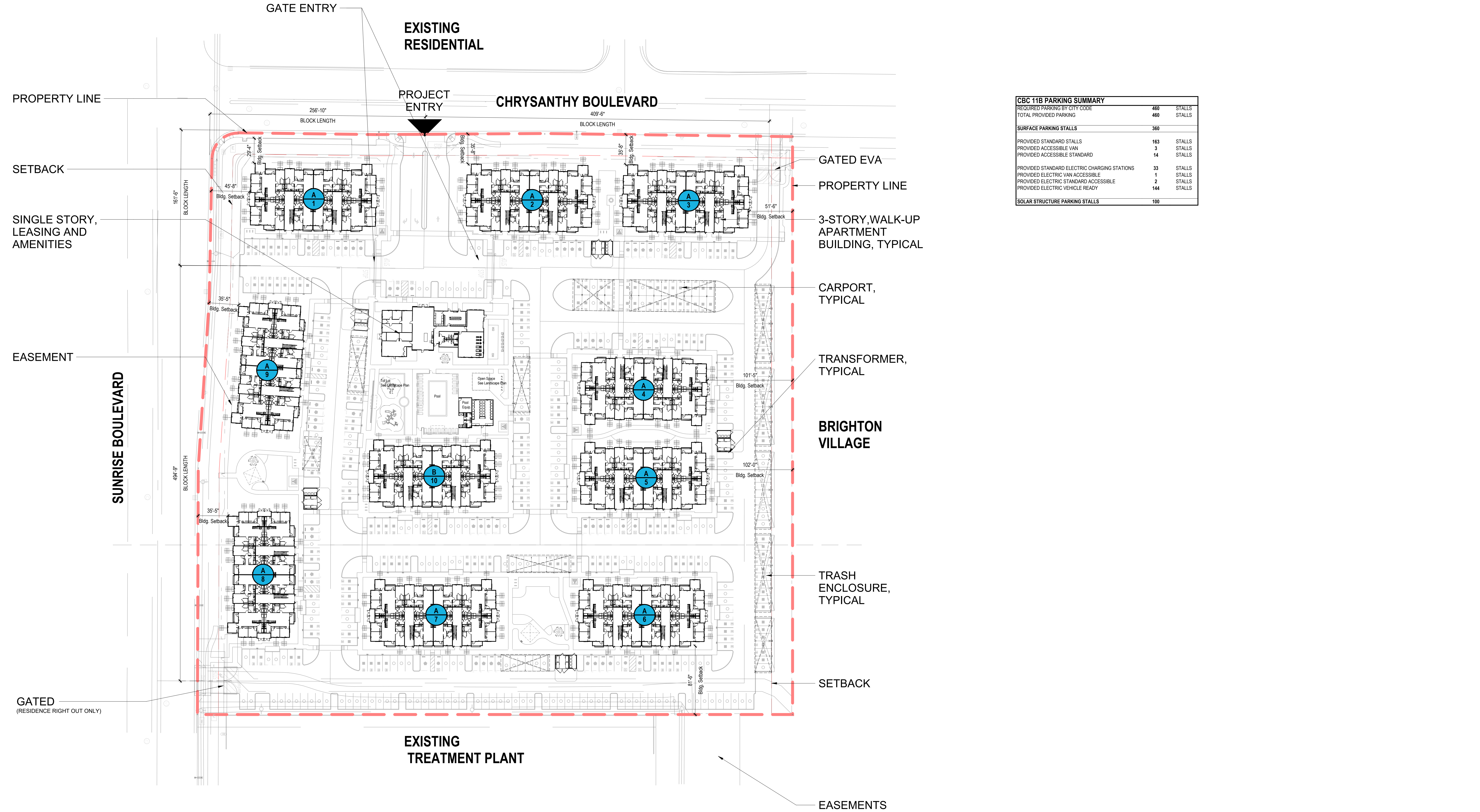
Community amenities developed include a 6,190 SF one-story clubhouse/amenity building in the center of the site with lounge areas, large-screen television, fitness room, restrooms,and leasing office. Outdoor amenities feature a swimming pool, and lounge. In addition to the clubhouse, the site features a supportive pool building with long-term indoor bike storage, outdoor restrooms & showers for pool-goers, and tot-lot.

Design Concept. The project design adheres to the Rancho Cordova Multi-family Design Guidelines for the Courtyard building / Bungalow Court, reviewing compliance with local standards and regulations.

The proposed concept features buildings in Mediterranean style with dynamic and vibrant facades, adding visual interest to the community. The selected building materials, such as adobe brick, stucco, concrete roof tiles, accent shutters, awnings, and painted steel railings, contribute to a timeless and durable aesthetic.

The placement of windows, the traditional balconies on the building elevations creates an engaging sense of movement, adding visual interest to the massing and form of the three-story buildings. The use of a vibrant roof line further breaks down the overall mass, enhancing the architectural composition and creating a dynamic facade.

ZONING:										
General Plan		CMU (Commercial Mixed Use)								
Zoning		GC (General Commercial)								
APN		067-043-0018-0000								
LAND USE AND DEVELOPMENT STANDARDS					PROPOSED PROJECT DATA SUMMARY					
EXISTING LAND USE:					PROPOSED LAND USE:					
Existing Land Use:		Vacant			Proposed Use:		Multi-Family Residential			
SITE AREA:					SITE AREA (COMBINED)					
Net Site Area:		484,822 SF			11.13 Acres		Net Site Area:		484,822 SF	
							Mixed Use Designation:		11.13 Acres	
							AREA (Minus Chrysanthly)			
		484822 SF			11.13 Acres		Net Site Area:		484,822 SF	
							AREA (Minus Chrysanthly)			
DENSITY AND NUMBER OF UNITS					DENSITY AND NUMBER OF UNITS					AREA
		CMU (Commercial Mixed Use)					1 Bedroom:			
							Unit 1-1		60 Units	
							2 Bedroom:		25%	
							Unit 2-1		764 SF	
		GC (General Commercial)					3 Bedroom:		60 Units	
							Uni 3-1		25%	
							4 Bedroom:		1070 SF	
							Uni 4-1		58 Units	
		APN: 067-043-0018-0000							25%	
									1414 SF	
Max Number of Units:		200 Unit			Total Number of Units:		236 Units		100.00%	
Max Allowable Density:		18 DU/Acre			Density:		21.2 DU / Net Acre		1124 Ave SF	
SETBACKS:					SETBACKS:					
		GC (General Commercial)								
Front:		Sunrise Blvd			Front:		Sunrise Blvd			25 FT
		Min								
Street side-yard:		Chrysanthly Blvd			Street side-yard:		Chrysanthly Blvd			25 FT
		25 FT								
Rear yard:		Vacant Lot (Residential-East)			Rear yard:		Vacant Lot...			25 FT
		25 FT								
Interior side yard:		Community Services (CS)			Interior side yard:		Community Services (CS)			0 FT
		0 FT								
HEIGHT LIMIT AND STORIES:					HEIGHT LIMIT:					
		GC (General Commercial)					CMU (Commercial Mixed Use)			
Max Height Limit:		100 FT			Max Height Limit:		50 FT			
Proposed Building Height:							35'-10"			(To Top Ridge)
PARKING REQUIRED:					PARKING PROVIDED:					
Vehicular Parking Required:					Vehicular Parking Provided:					
1 Bedroom		1 Spaces / Unit			60 Spaces					
2 Bedroom		2 Spaces / Unit			120 Spaces					
3 Bedroom		2 Spaces / Unit			116 Spaces		Solar Structure:			100 Spaces
4 Bedroom		2 Spaces / Unit			116 Spaces					
Guest		0.2 Spaces / Unit			48 Spaces		Surface:			360 Spaces
Total:		1.95 Spaces / Unit			460 Spaces		Grand Total			460 Spaces
							Parking Breakdown:			
							Total Accessible Spaces (Inclusive of Grand Total):			17 Spaces
							EV Charging Spaces 10%:			46 Spaces
							EV Accessible Charging Spaces (Inclusive) :			3 Spaces
							EV Ready Spaces 40%:			184 Spaces
							Total EV Spaces (Inclusive of Grand Total):			230 Spaces
BIKE PARKING REQUIRED:					BIKE PARKING PROVIDED:					
Per City Zoning:		GC (General Commercial) & CMU (Commercial Mixed Use):					Long-Term			23 Spaces
Long Term		0.05 Spaces/Vehicle			23 Spaces		Short-Term			46 Spaces
Short Term		0.1 Spaces/Vehicle			46 Spaces					

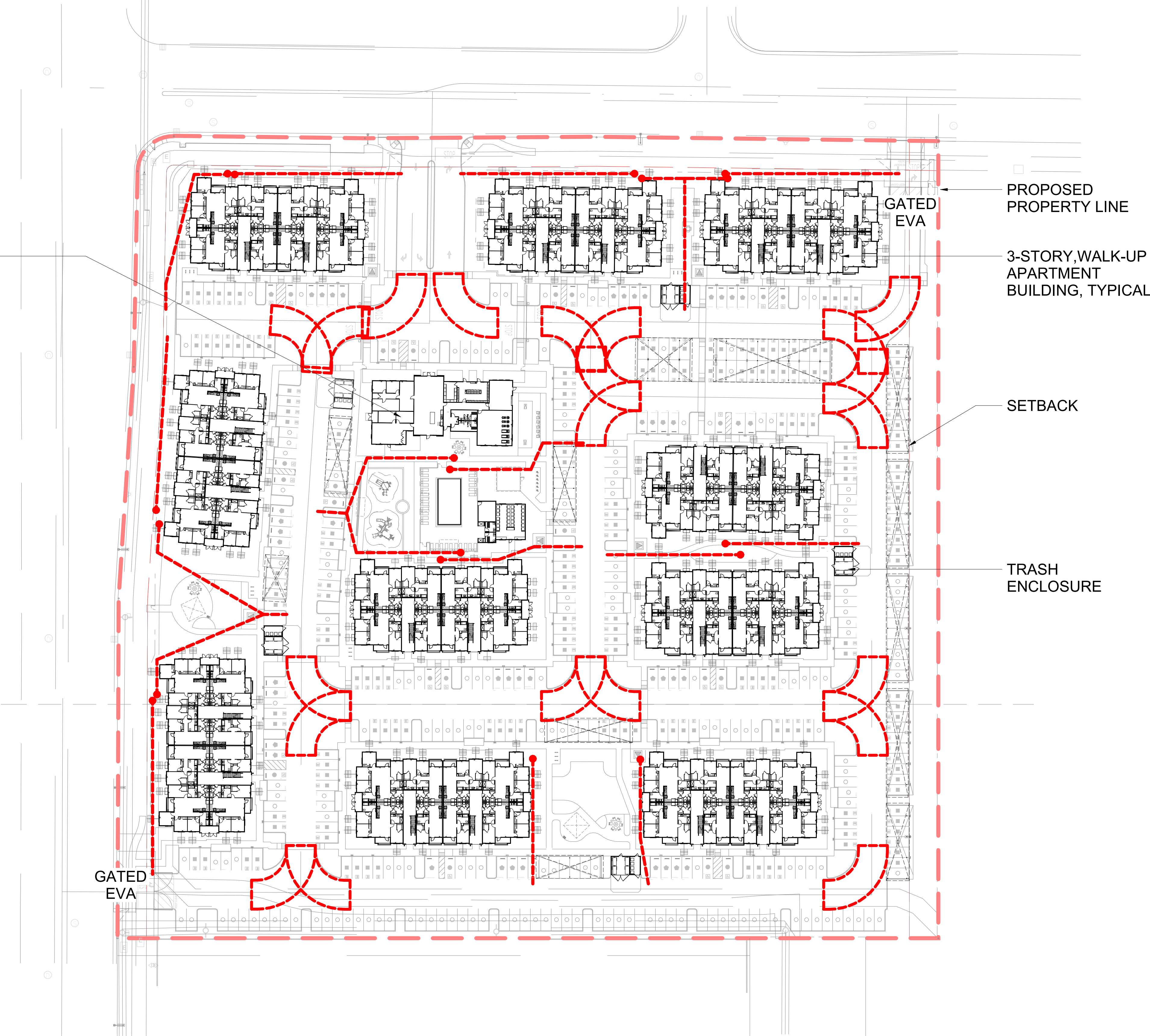


CBC 11B PARKING SUMMARY		
REQUIRED PARKING BY CITY CODE	460	STALLS
TOTAL PROVIDED PARKING	460	STALLS
SURFACE PARKING STALLS		
PROVIDED STANDARD STALLS	163	STALLS
PROVIDED ACCESSIBLE VAN	3	STALLS
PROVIDED ACCESSIBLE STANDARD	14	STALLS
SOLAR STRUCTURE PARKING STALLS		
PROVIDED STANDARD ELECTRIC CHARGING STATIONS	33	STALLS
PROVIDED ELECTRIC VAN ACCESSIBLE	1	STALLS
PROVIDED ELECTRIC STANDARD ACCESSIBLE	2	STALLS
PROVIDED ELECTRIC VEHICLE READY	144	STALLS





SINGLE STORY,
LEASING AND
AMENITIES



GATED
EVA

PROPOSED
PROPERTY LINE

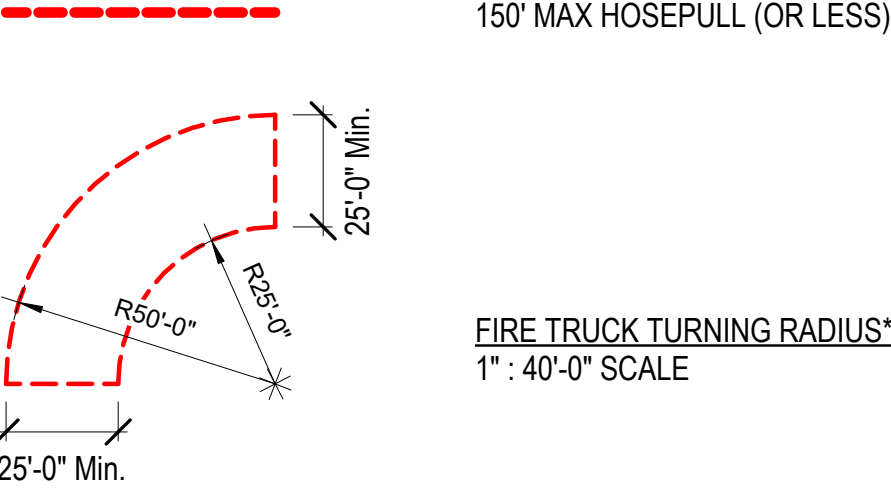
3-STORY, WALK-UP
APARTMENT
BUILDING, TYPICAL

SETBACK

TRASH
ENCLOSURE

GATED
EVA

LEGEND



*NOTE: Per Sacramento Metropolitan Fire District

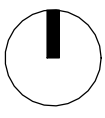
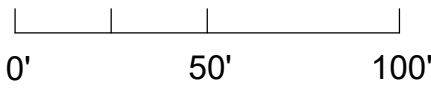


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LINCOLN AVENUE COMMUNITIES
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ASTERIA FLATS
RANCHO CORDOVA, CA # 2025-0161

SCHEMATIC DESIGN
SEPTEMBER 12, 2025



FIRE EXHIBIT

A1.4



BUILDING A - REAR ELEVATION

1/8" = 1'-0"

3



BUILDING A - RIGHT ELEVATION

1/8" = 1'-0"

4



BUILDING A - LEFT ELEVATION

1/8" = 1'-0"

2



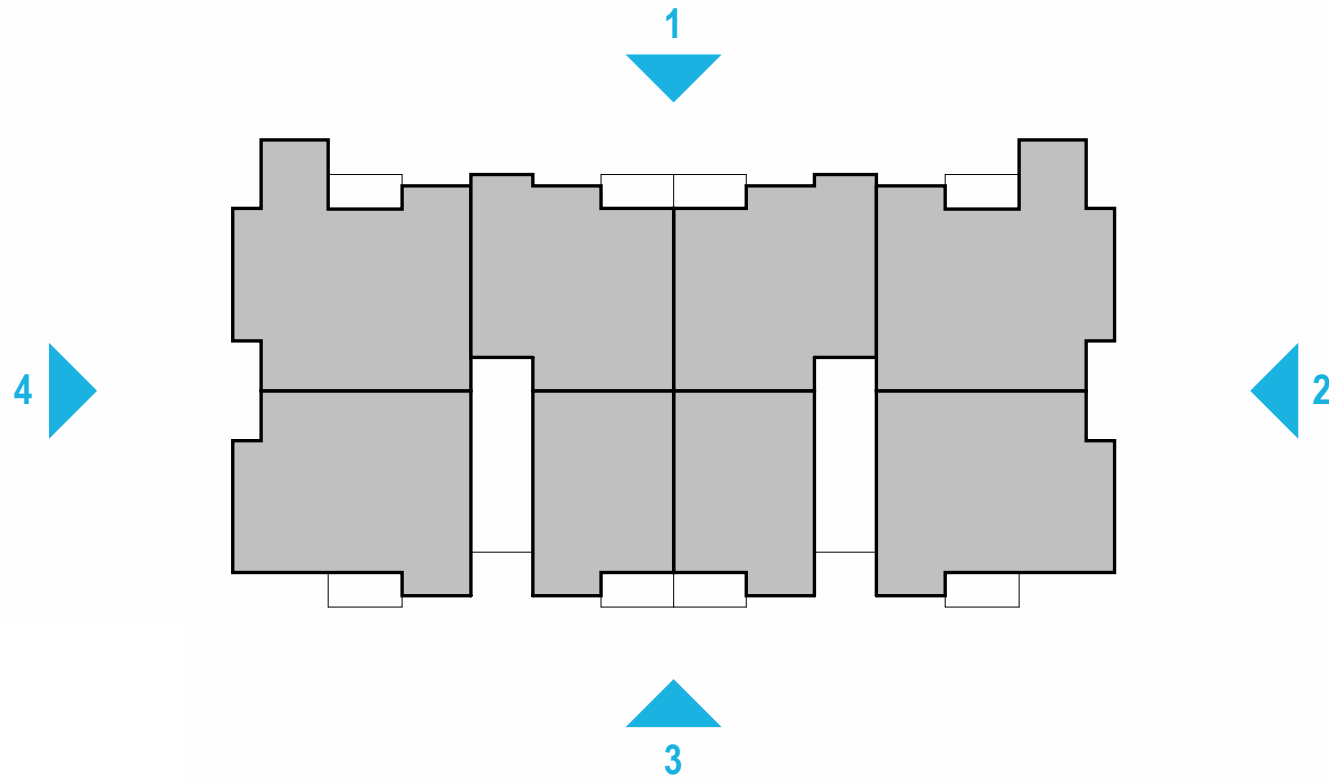
BUILDING A - FRONT ELEVATION

1/8" = 1'-0"

1

EXTERIOR MATERIALS

- | | |
|------------------------|--------------------------|
| 01 STUCCO | 11 CORRUGATED METAL ROOF |
| 02 CEMENTITIOUS SIDING | 12 METAL GATE |
| 03 STONE VENEER | 13 LIGHT FIXTURE |
| 04 DOOR | 14 FAUX CLAY VENT |
| 05 WINDOW TRIM | 15 FASCIA |
| 06 WINDOW | 16 SHUTTER |
| 07 METAL RAILING | 17 EXPOSED TRUSS TAILS |
| 08 ROOF TILE | 18 AWNING |
| 09 STOREFRONT | |
| 10 CMU BLOCK | |



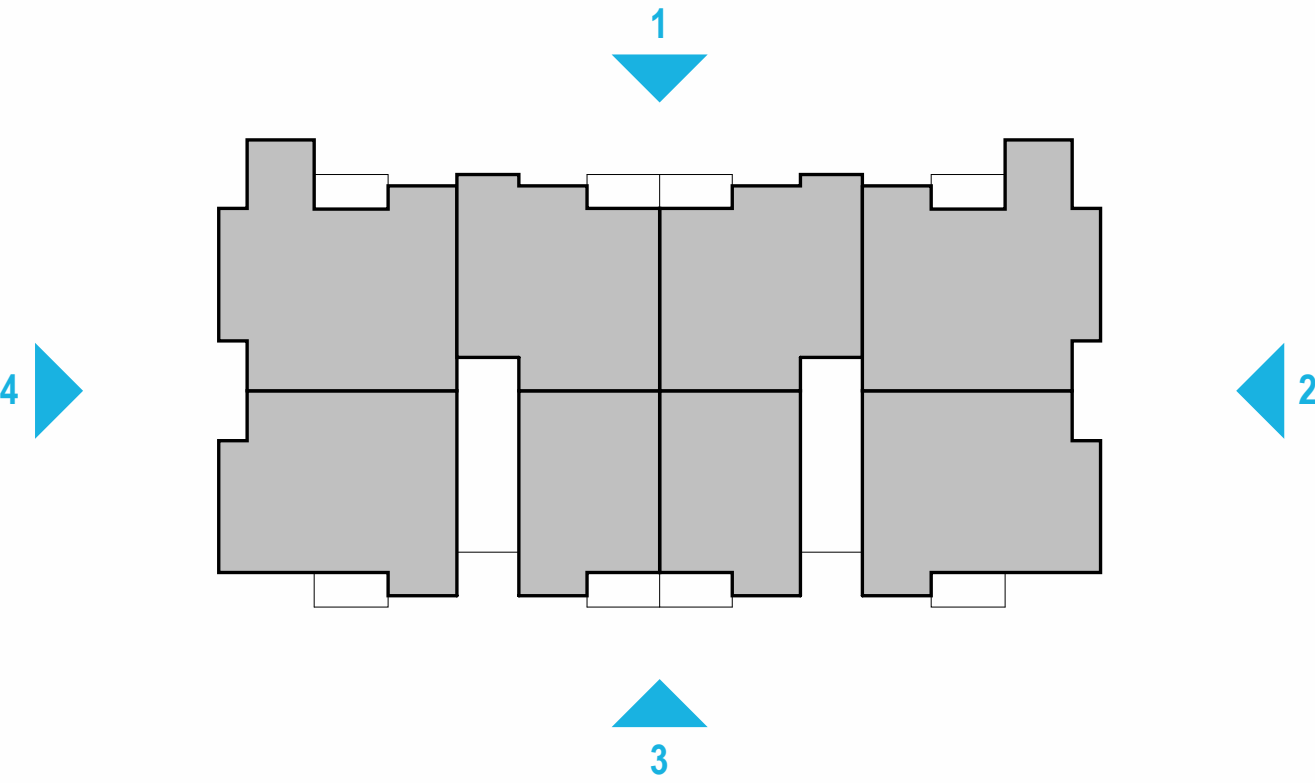


BUILDING B - REAR ELEVATION

1/8" = 1'-0"

3

EXTERIOR MATERIALS			
01	STUCCO	11	CORRUGATED METAL ROOF
02	CEMENTITIOUS SIDING	12	METAL GATE
03	STONE VENEER	13	LIGHT FIXTURE
04	DOOR	14	FAUX CLAY VENT
05	WINDOW TRIM	15	FASCIA
06	WINDOW	16	SHUTTER
07	METAL RAILING	17	EXPOSED TRUSS TAILS
08	ROOF TILE	18	AWNING
09	STOREFRONT		
10	CMU BLOCK		



BUILDING B - RIGHT ELEVATION

1/8" = 1'-0"

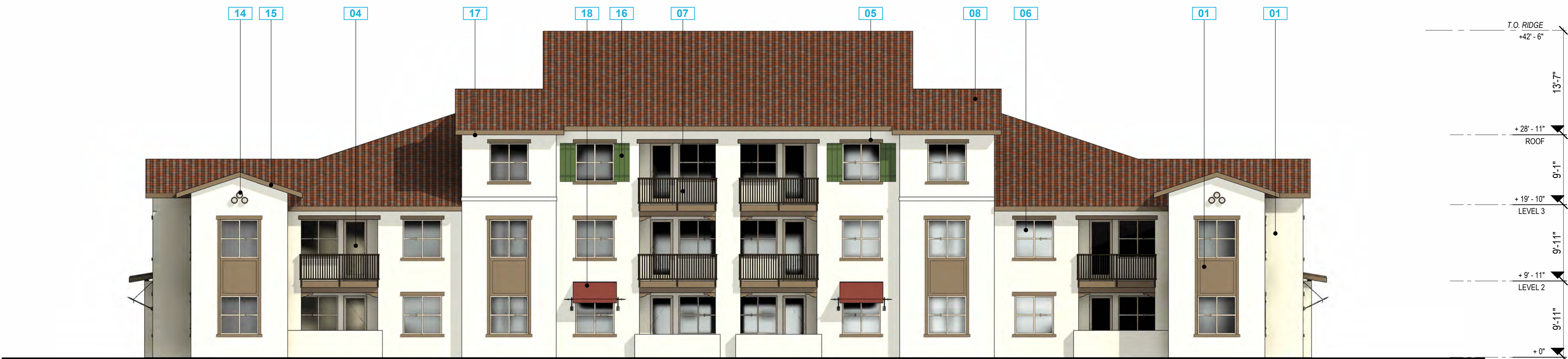
4



BUILDING B - LEFT ELEVATION

1/8" = 1'-0"

2

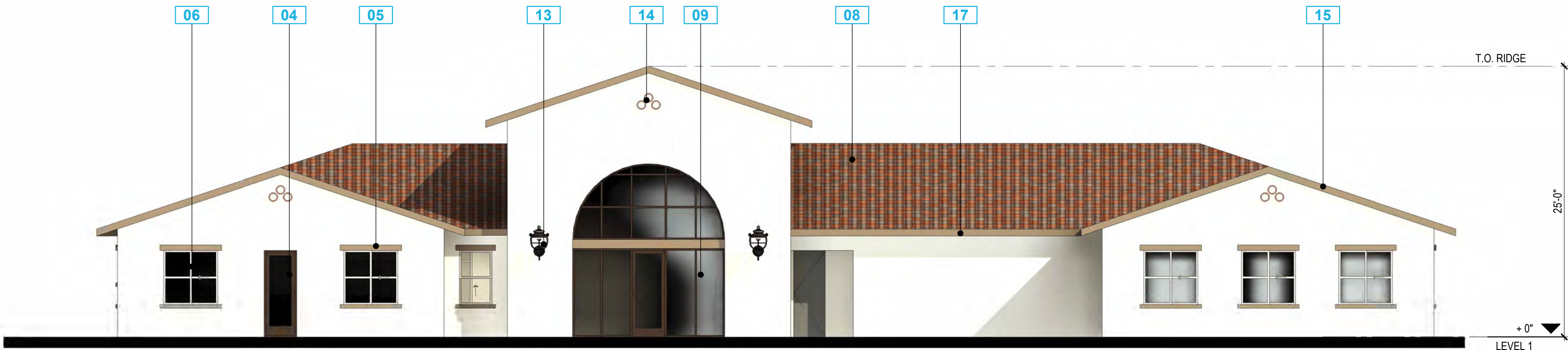


BUILDING B - FRONT ELEVATION

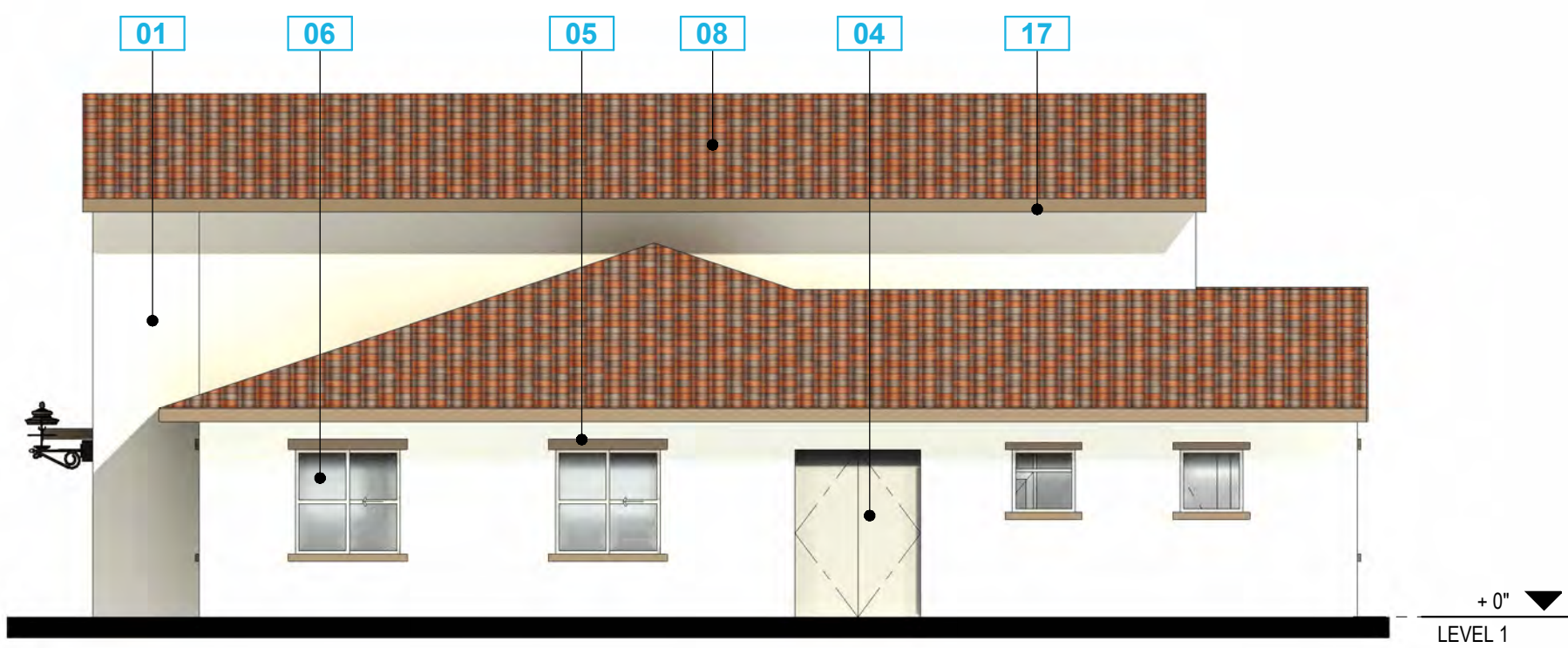
1/8" = 1'-0"

1

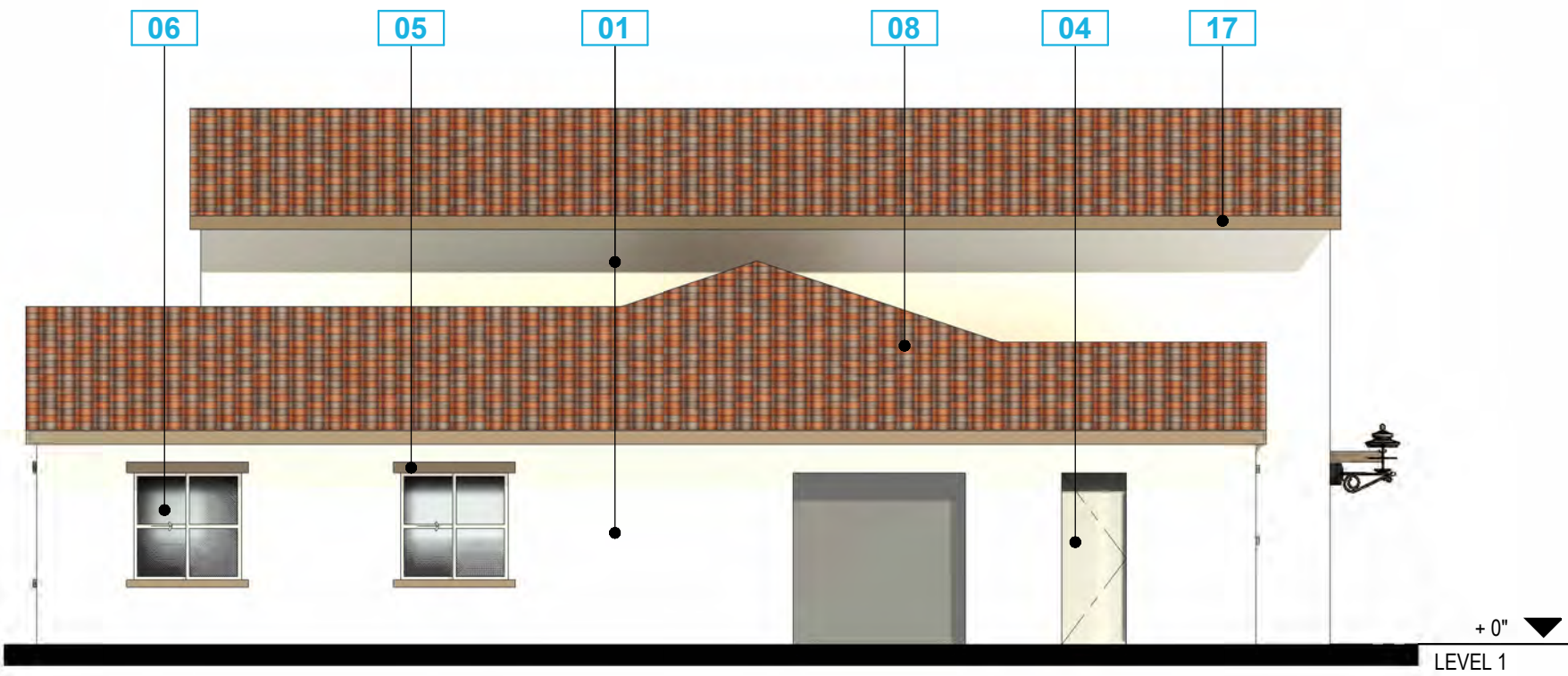
EXTERIOR MATERIALS	
01	STUCCO
02	CEMENTITIOUS SIDING
03	STONE VENEER
04	DOOR
05	WINDOW TRIM
06	WINDOW
07	METAL RAILING
08	ROOF TILE
09	STOREFRONT
10	CMU BLOCK
11	CORRUGATED METAL ROOF
12	METAL GATE
13	LIGHT FIXTURE
14	FAUX CLAY VENT
15	FASCIA
16	SHUTTER
17	EXPOSED TRUSS TAILS
18	AWNING



CLUBHOUSE - REAR ELEVATION | 1/8" = 1'-0" | 3



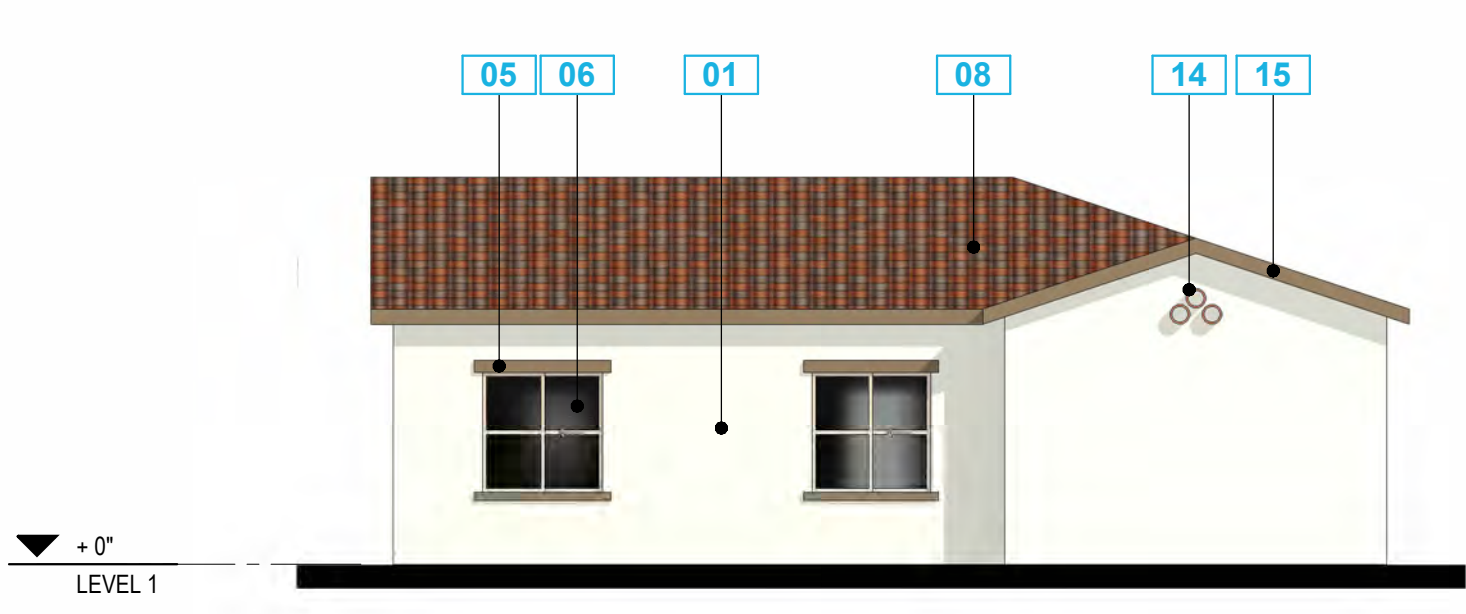
CLUBHOUSE - RIGHT ELEVATION | 1/8" = 1'-0" | 4



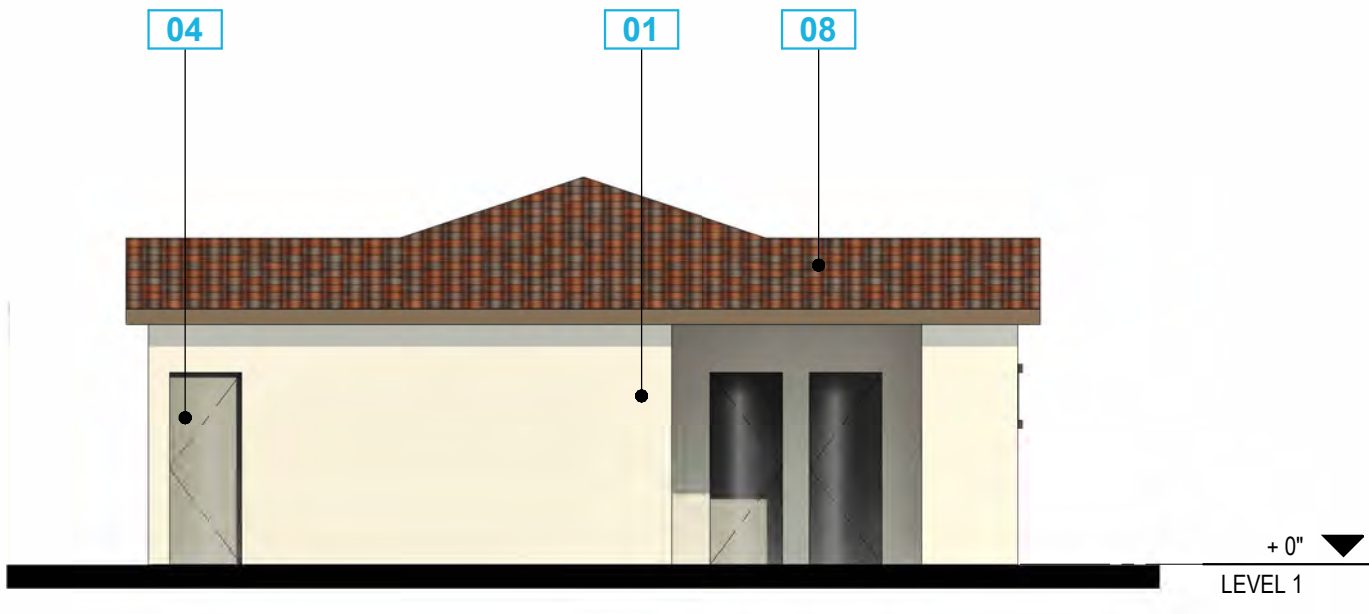
CLUBHOUSE - LEFT ELEVATION | 1/8" = 1'-0" | 2



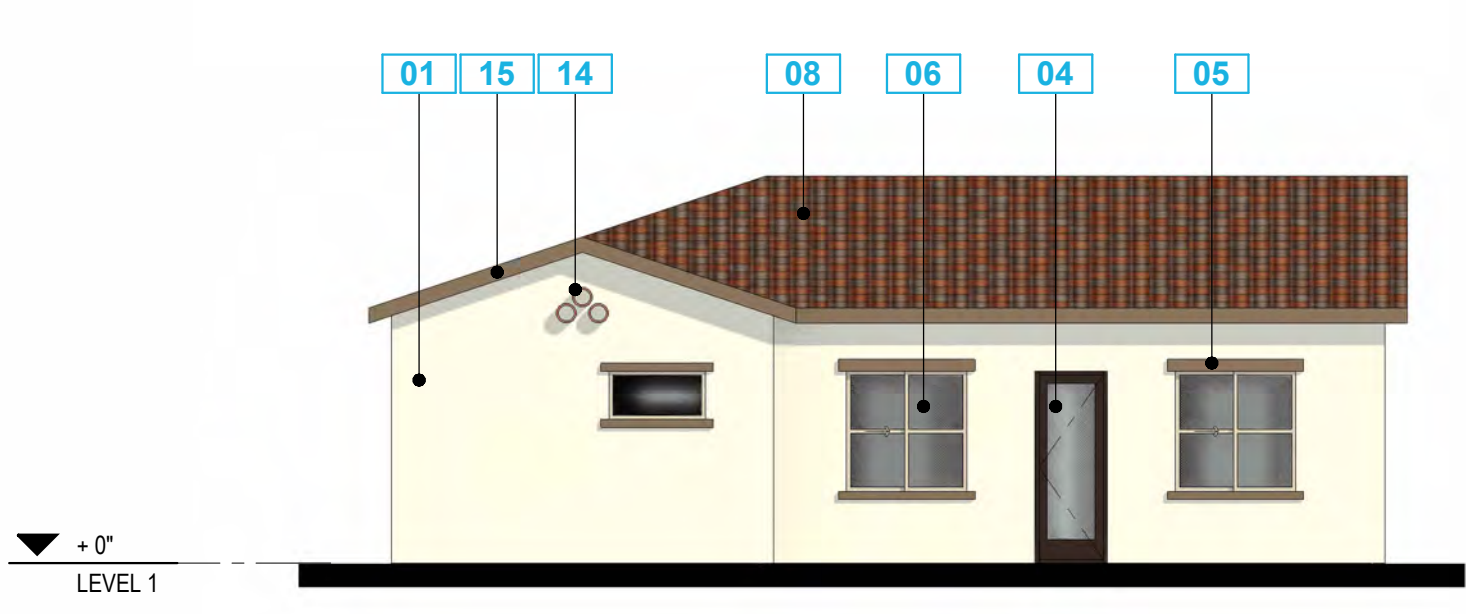
CLUBHOUSE - FRONT ELEVATION | 1/8" = 1'-0" | 1



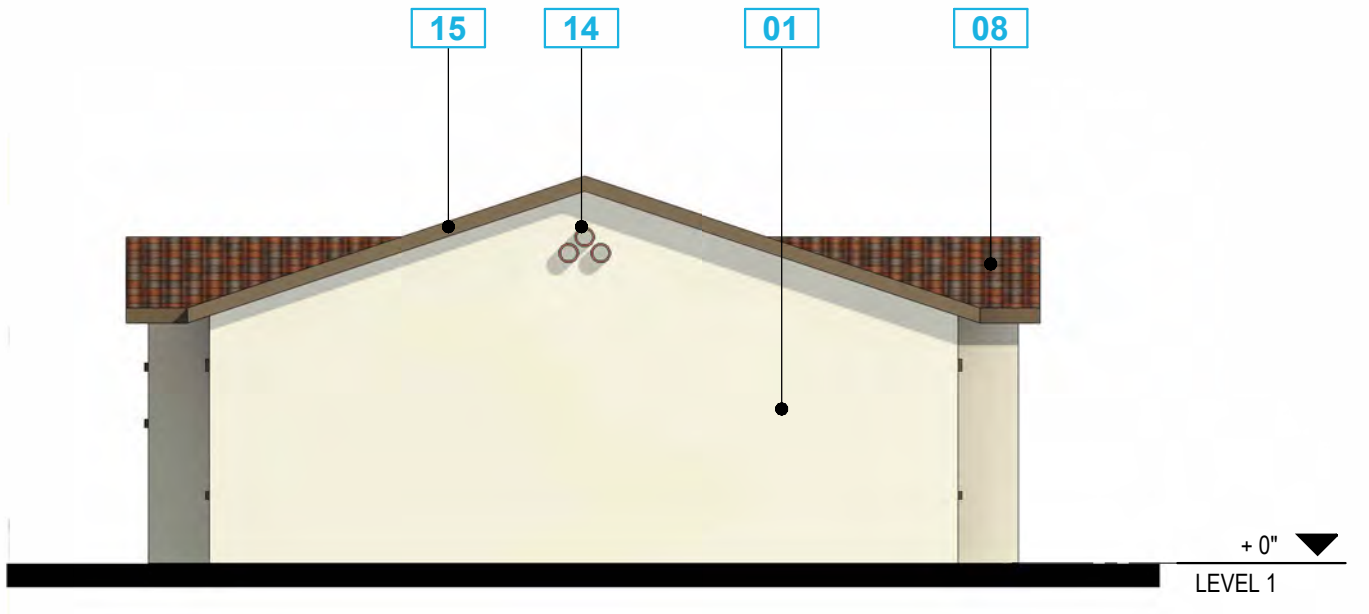
POOL/LAUNDRY BUILDING - RIGHT ELEVATION | 1/8" = 1'-0" | 6



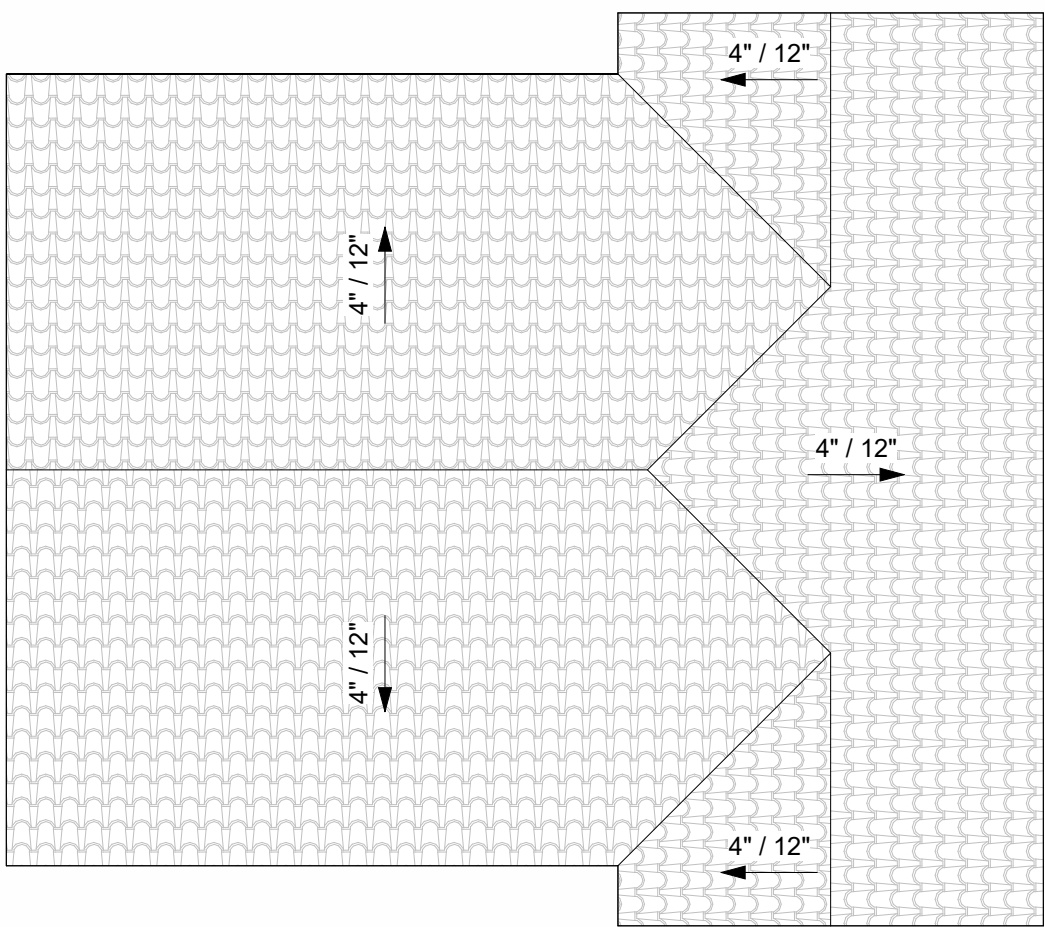
POOL/LAUNDRY BUILDING - REAR ELEVATION | 1/8" = 1'-0" | 5



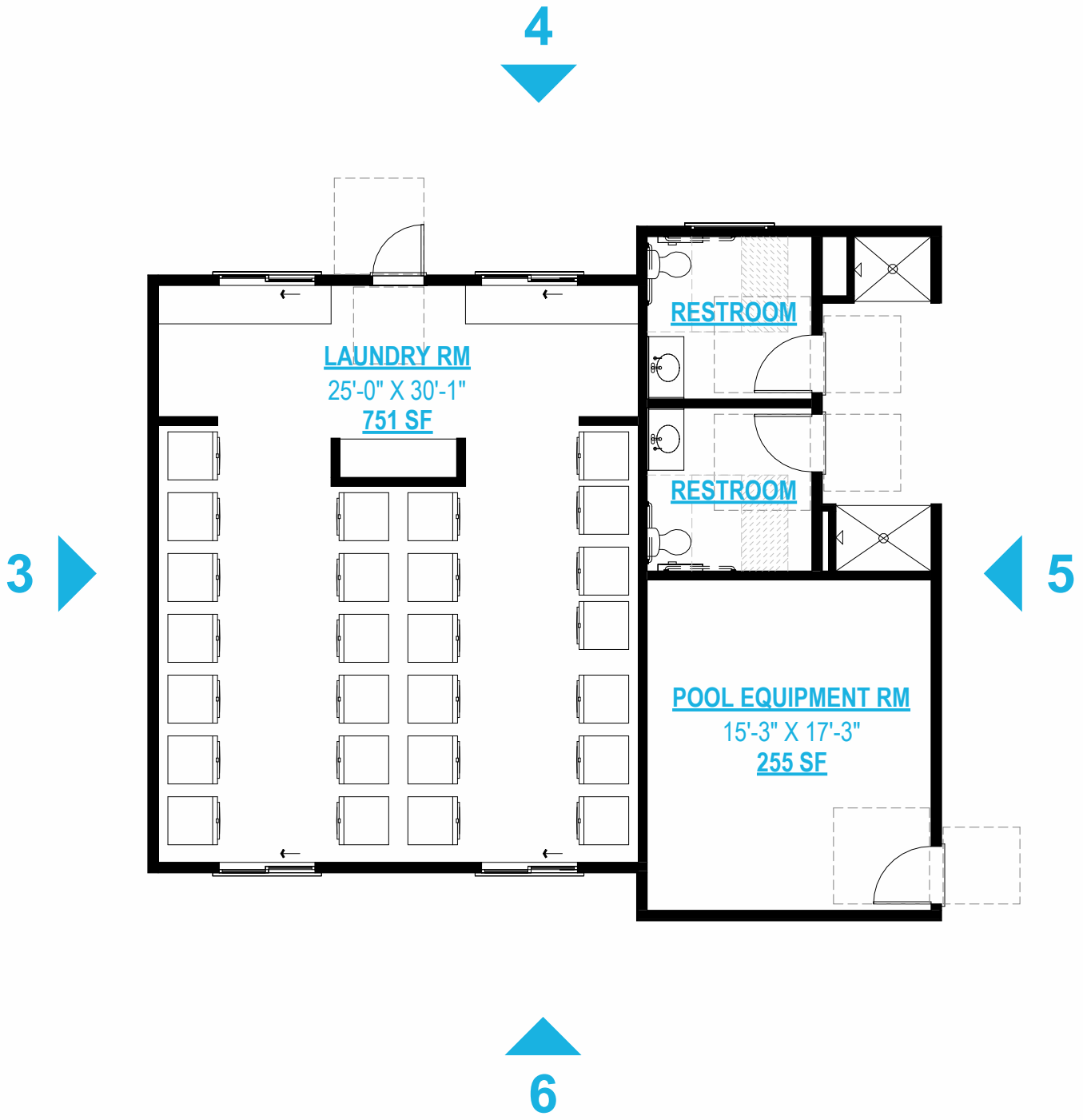
POOL/LAUNDRY BUILDING - LEFT ELEVATION | 1/8" = 1'-0" | 4



POOL/LAUNDRY BUILDING - FRONT ELEVATION | 1/8" = 1'-0" | 3



POOL/LAUNDRY BUILDING ROOF PLAN | 1/8" = 1'-0" | 2

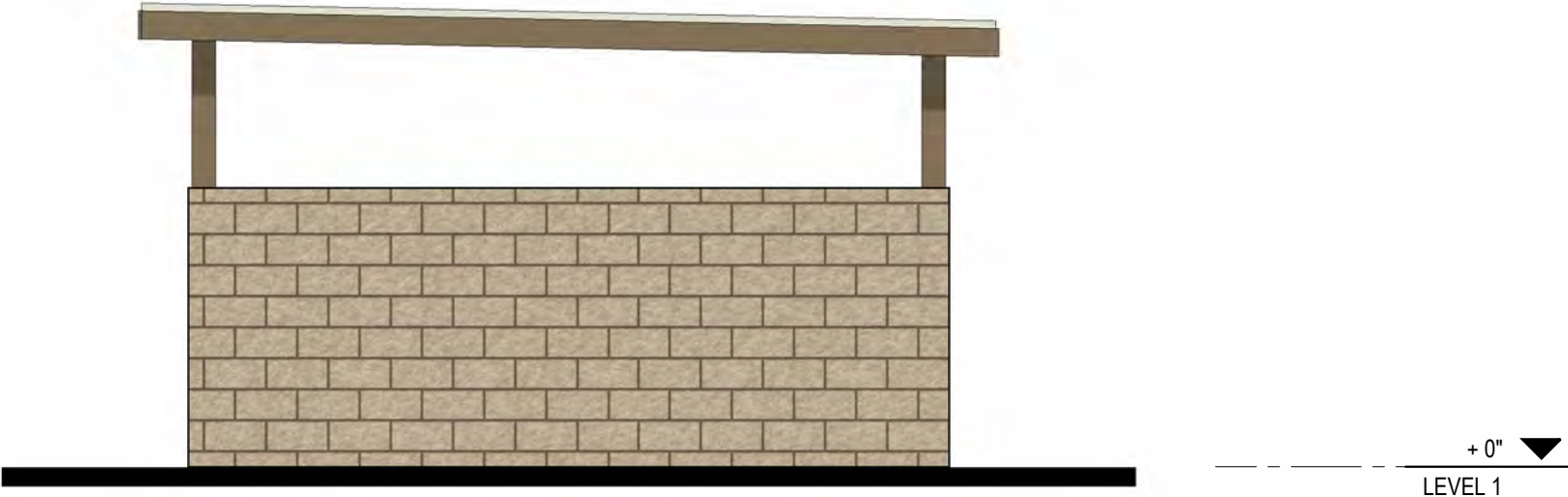


POOL/LAUNDRY BUILDING LEVEL 1 BUILDING PLAN | 1/8" = 1'-0" | 1

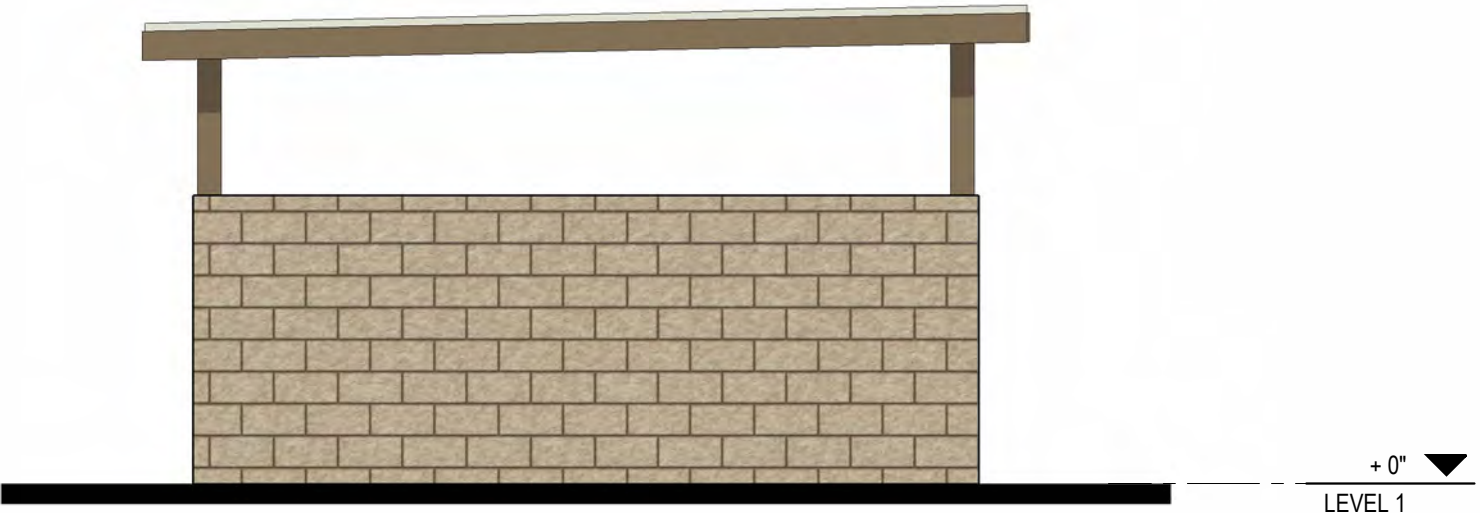
EXTERIOR MATERIALS

01	STUCCO	11	CORRUGATED METAL ROOF
02	CEMENTITIOUS SIDING	12	METAL GATE
03	STONE VENEER	13	LIGHT FIXTURE
04	DOOR	14	FAUX CLAY VENT
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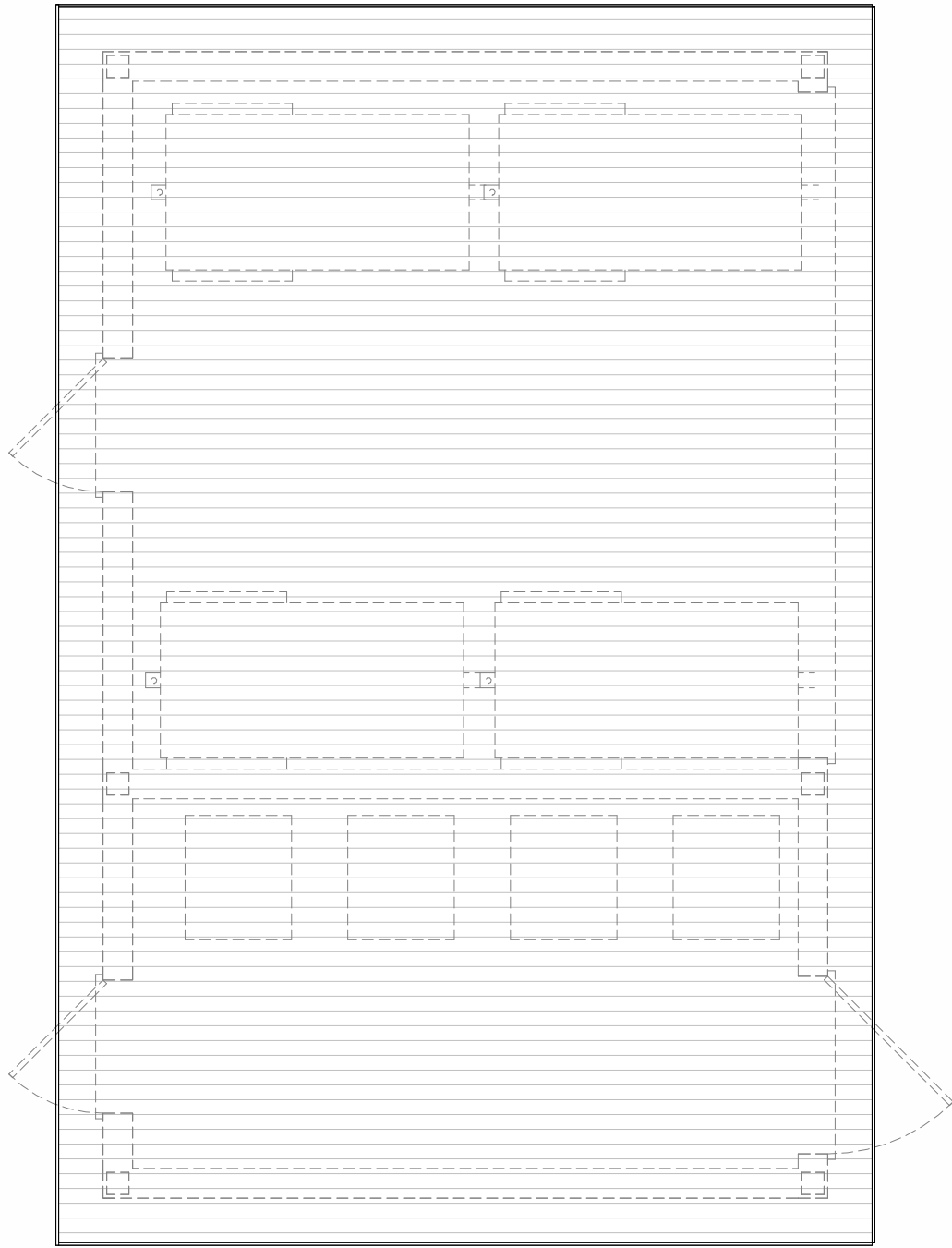
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10	CMU BLOCK		



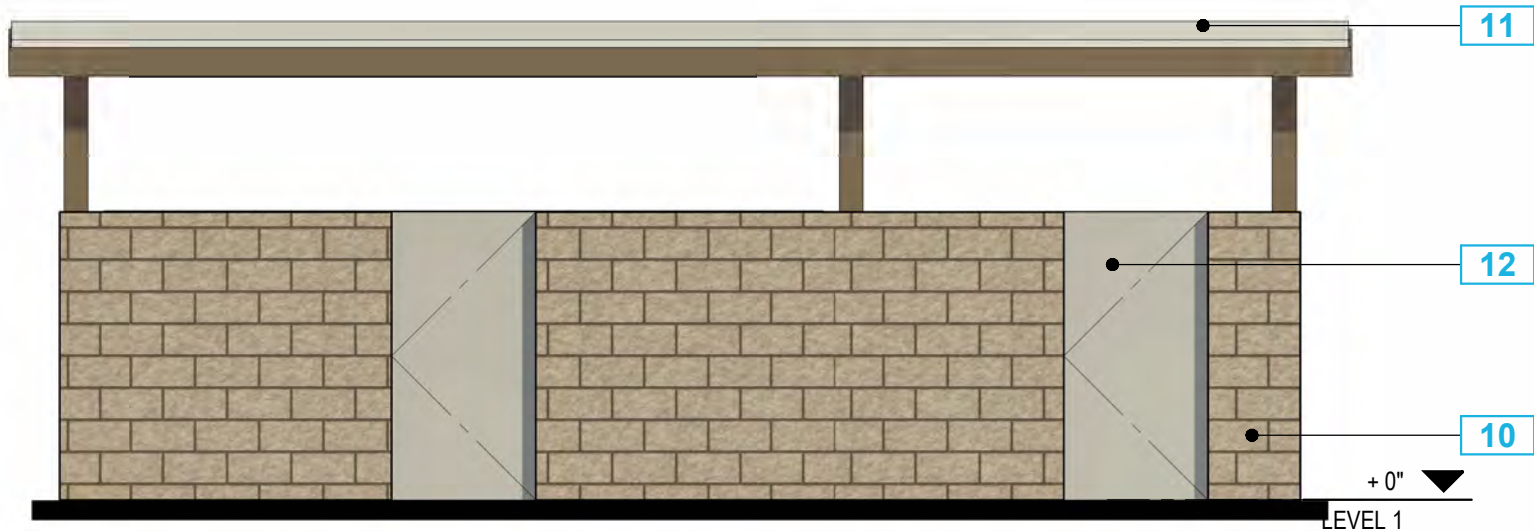
TRASH ENCLOSURE - RIGHT ELEVATION | 1/4" = 1'-0" | 6



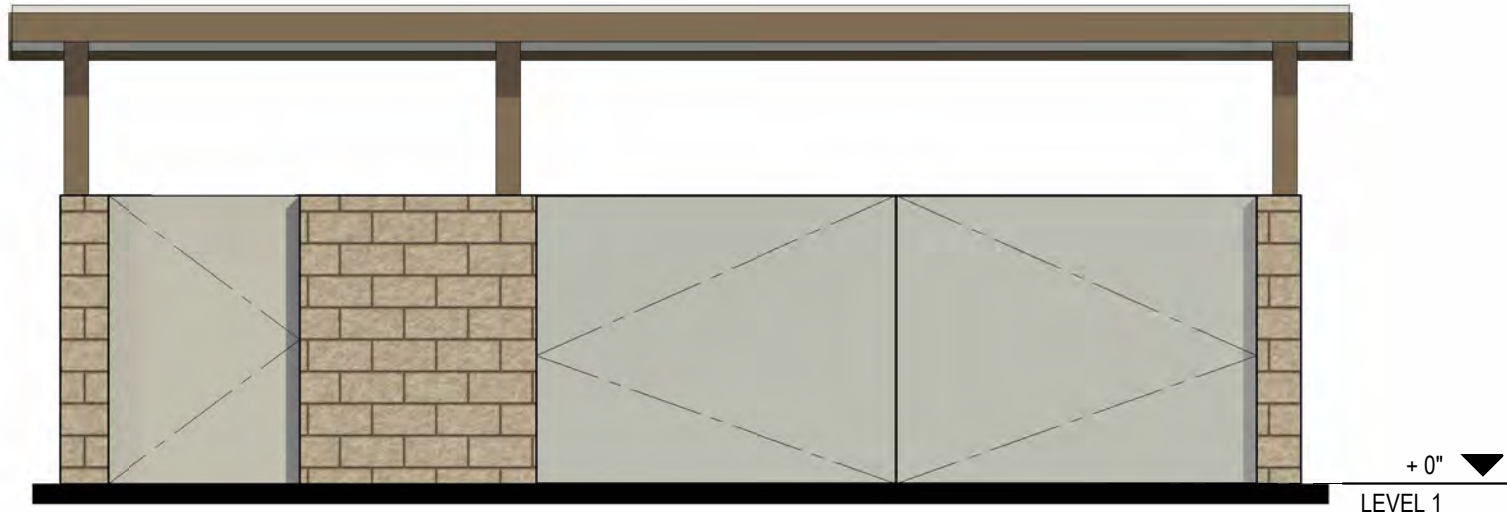
TRASH ENCLOSURE - LEFT ELEVATION | 1/4" = 1'-0" | 3



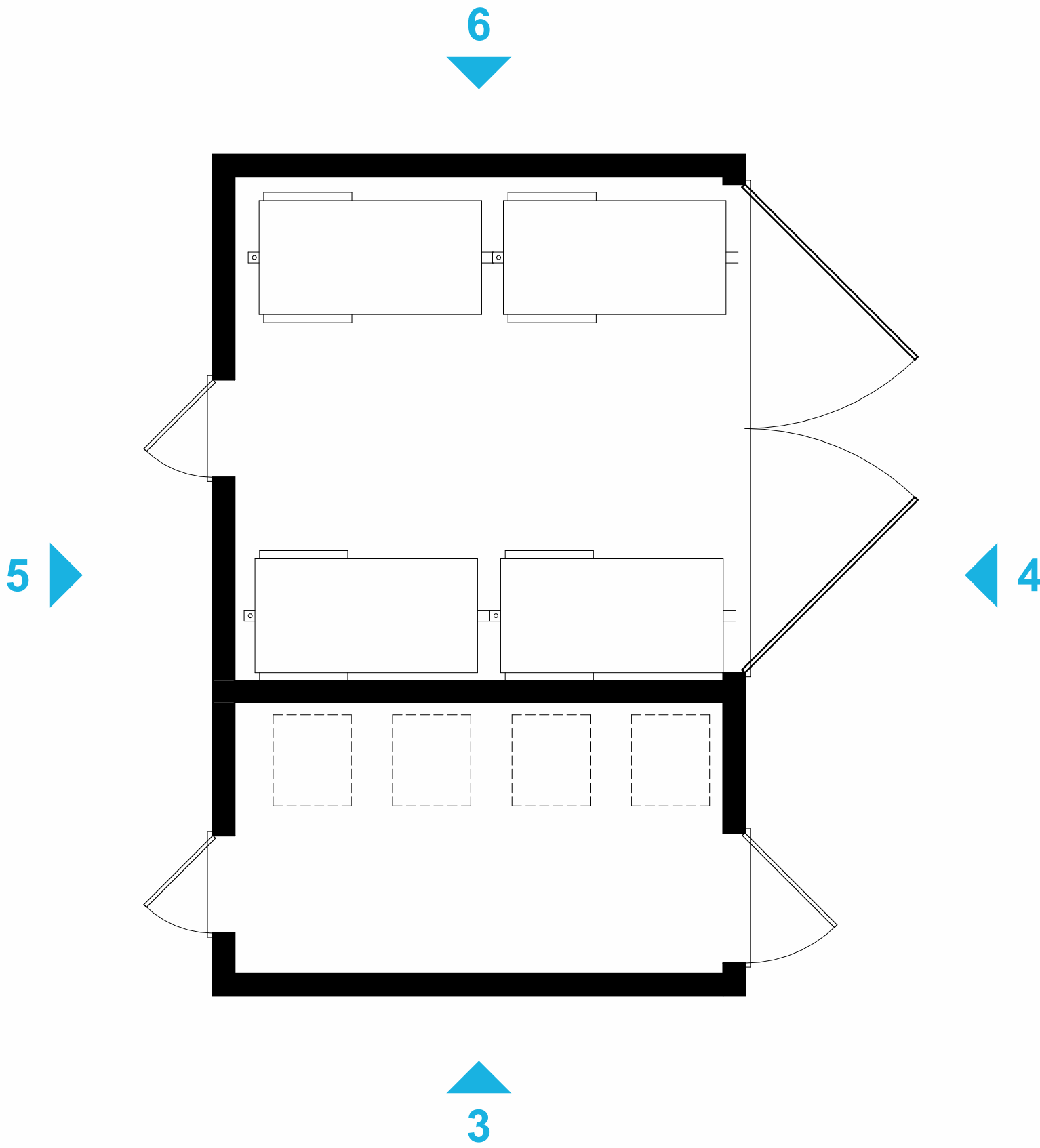
TRASH ENCLOSURE ROOF PLAN | 1/4" = 1'-0" | 2



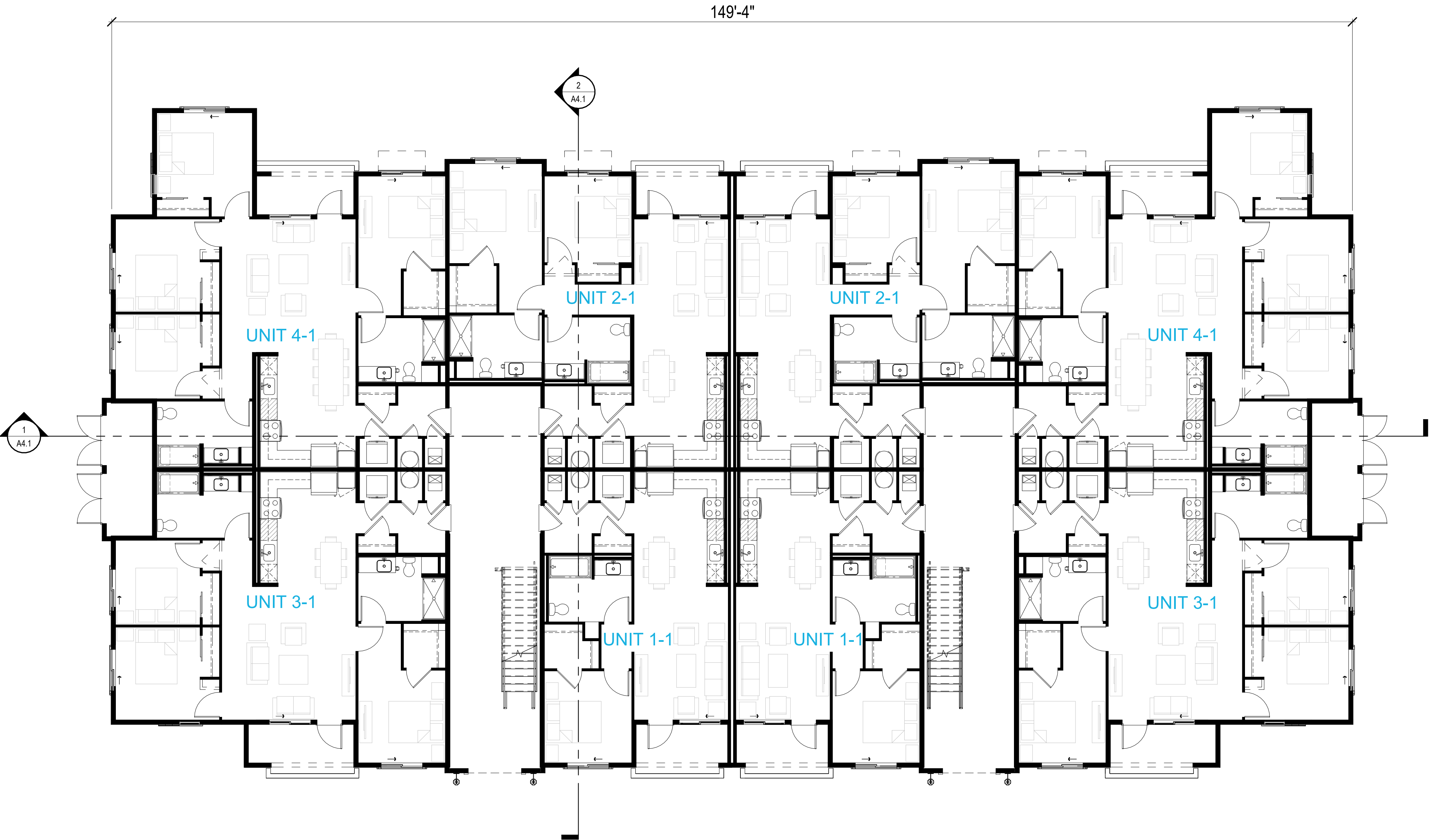
TRASH ENCLOSURE - REAR ELEVATION | 1/4" = 1'-0" | 5



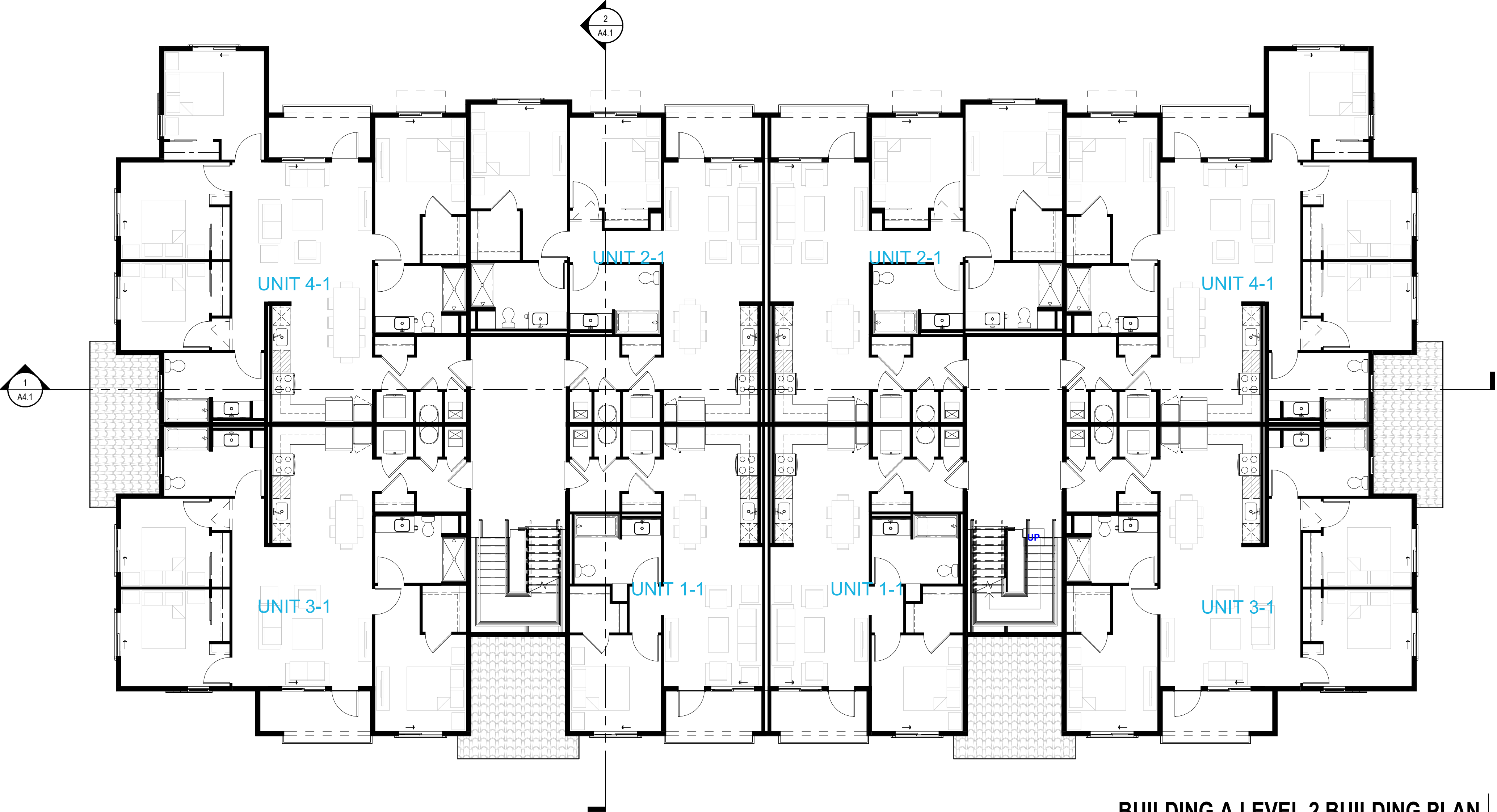
TRASH ENCLOSURE - FRONT ELEVATION | 1/4" = 1'-0" | 4



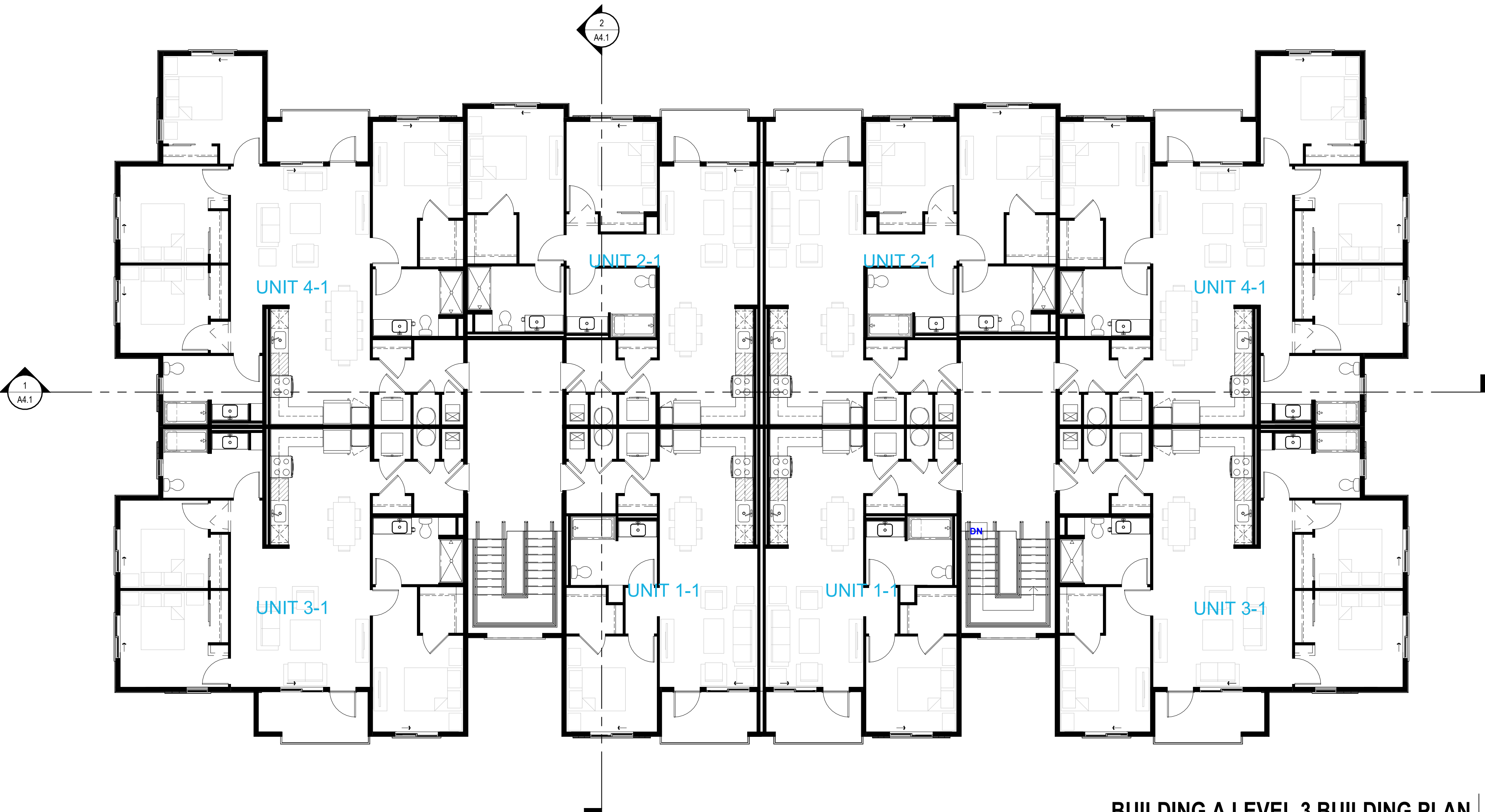
TRASH ENCLOSURE PLAN | 1/4" = 1'-0" | 1



BUILDING A LEVEL 1 BUILDING PLAN | 1/8" = 1'-0" | 1



BUILDING A LEVEL 2 BUILDING PLAN | 1/8" = 1'-0" | 1



BUILDING A LEVEL 3 BUILDING PLAN | 1/8" = 1'-0" | 1

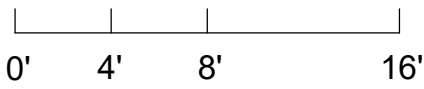


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ASTERIA FLATS
RANCHO CORDOVA, CA # 2025-0161

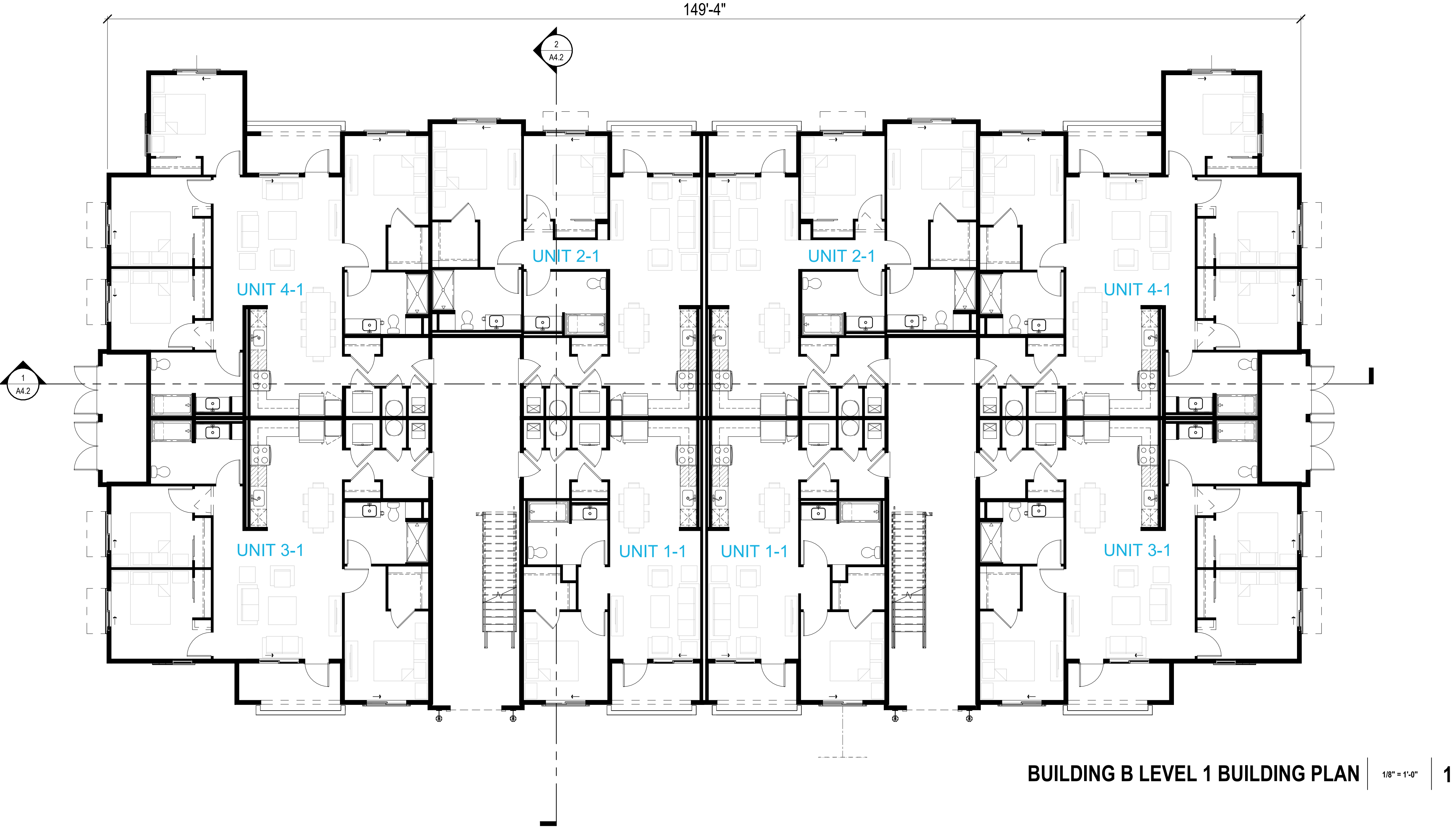
SCHEMATIC DESIGN
SEPTEMBER 12, 2025



BUILDING A BUILDING PLANS

A3.3





BUILDING B LEVEL 1 BUILDING PLAN | 1/8" = 1'-0" | 1

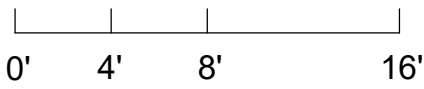


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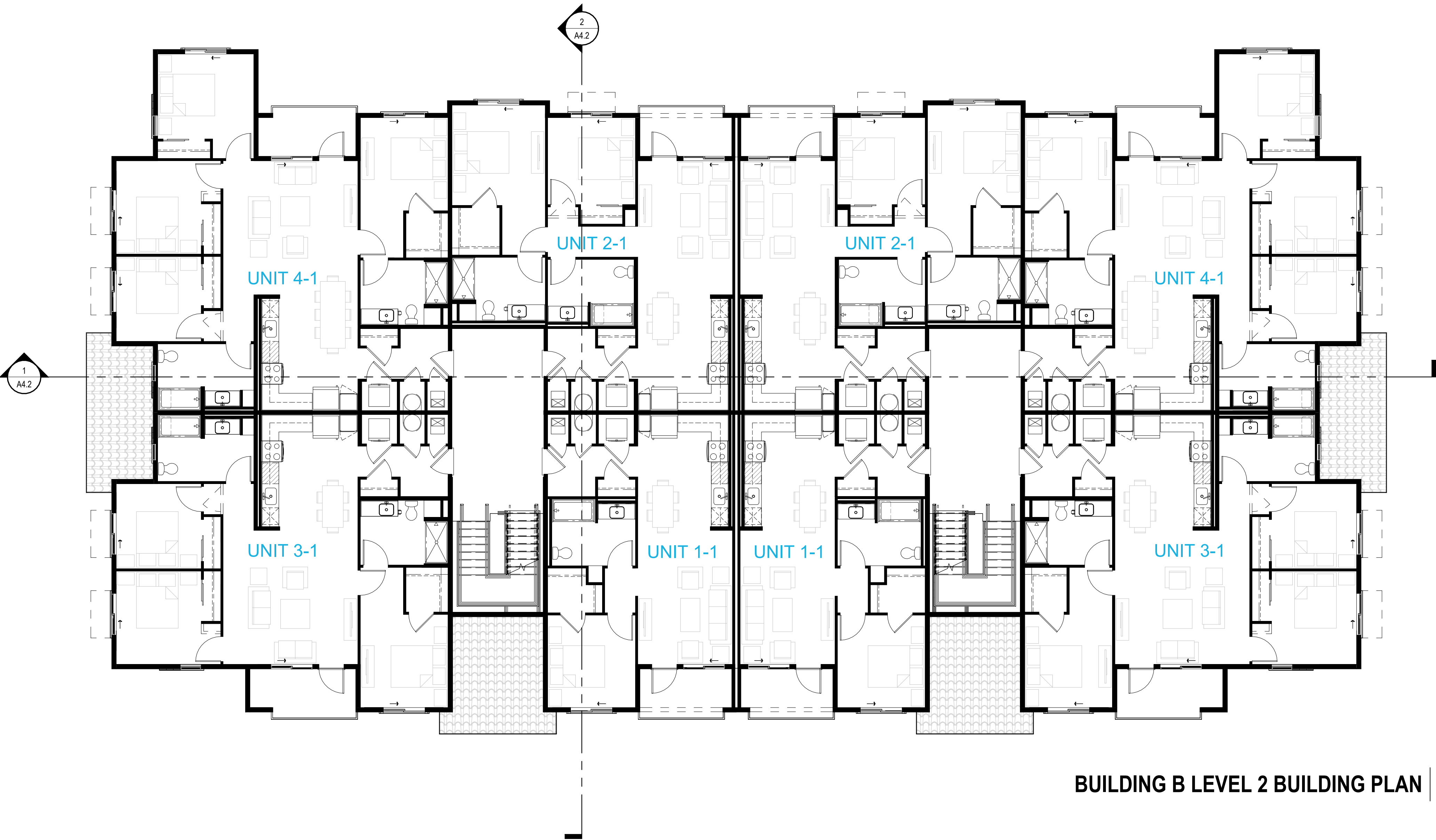
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SCHEMATIC DESIGN
SEPTEMBER 12, 2025

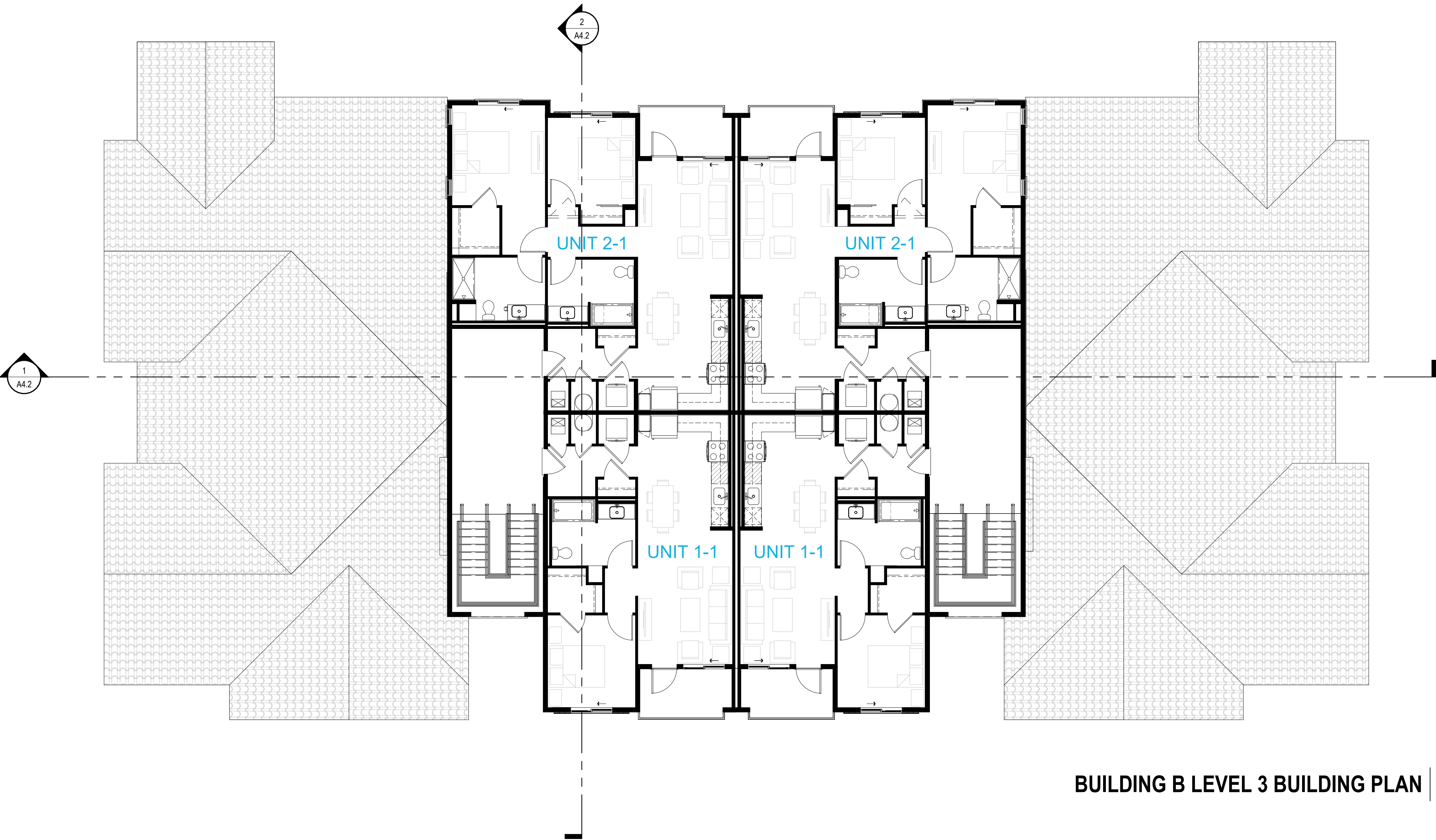


BUILDING B BUILDING PLANS

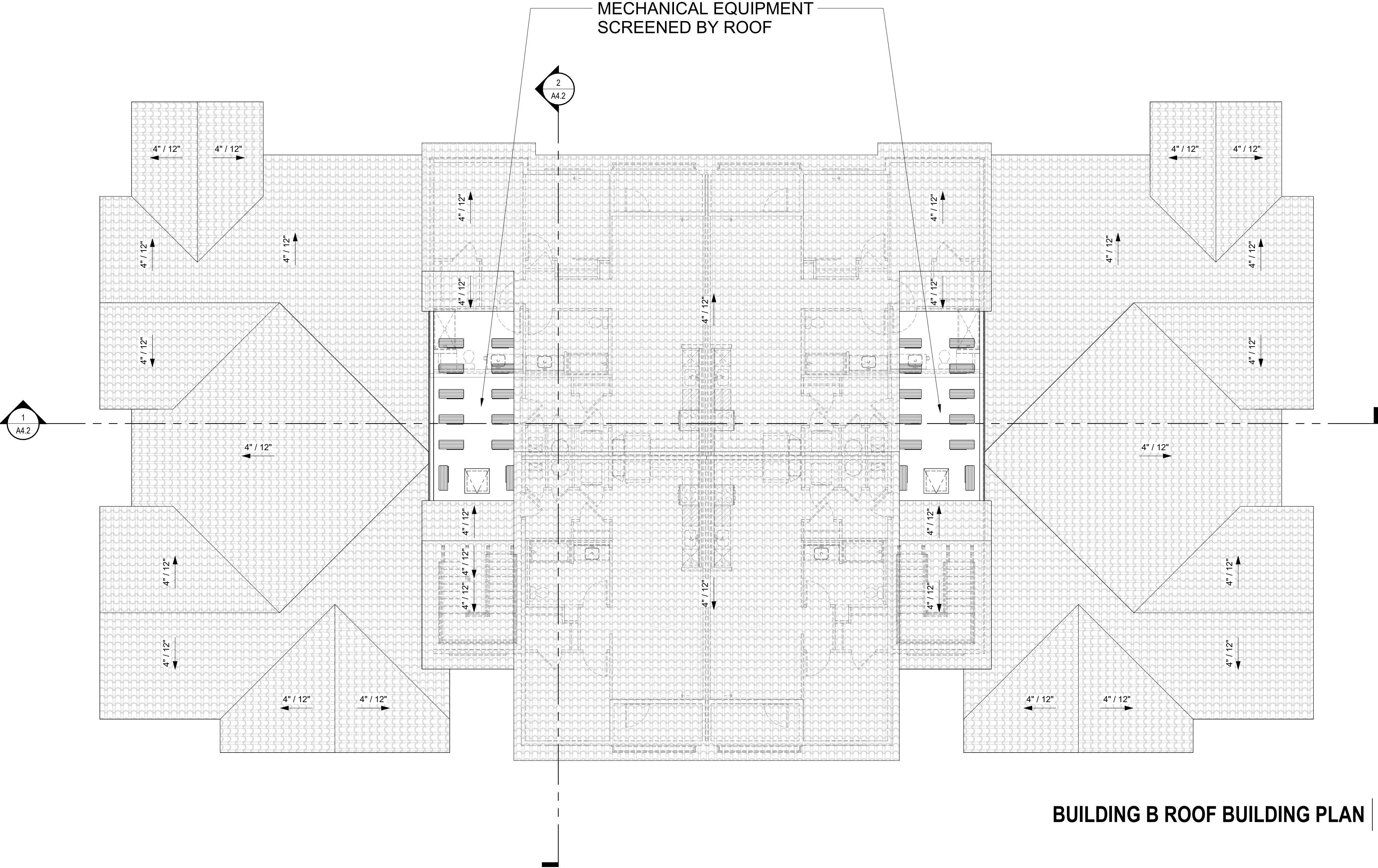
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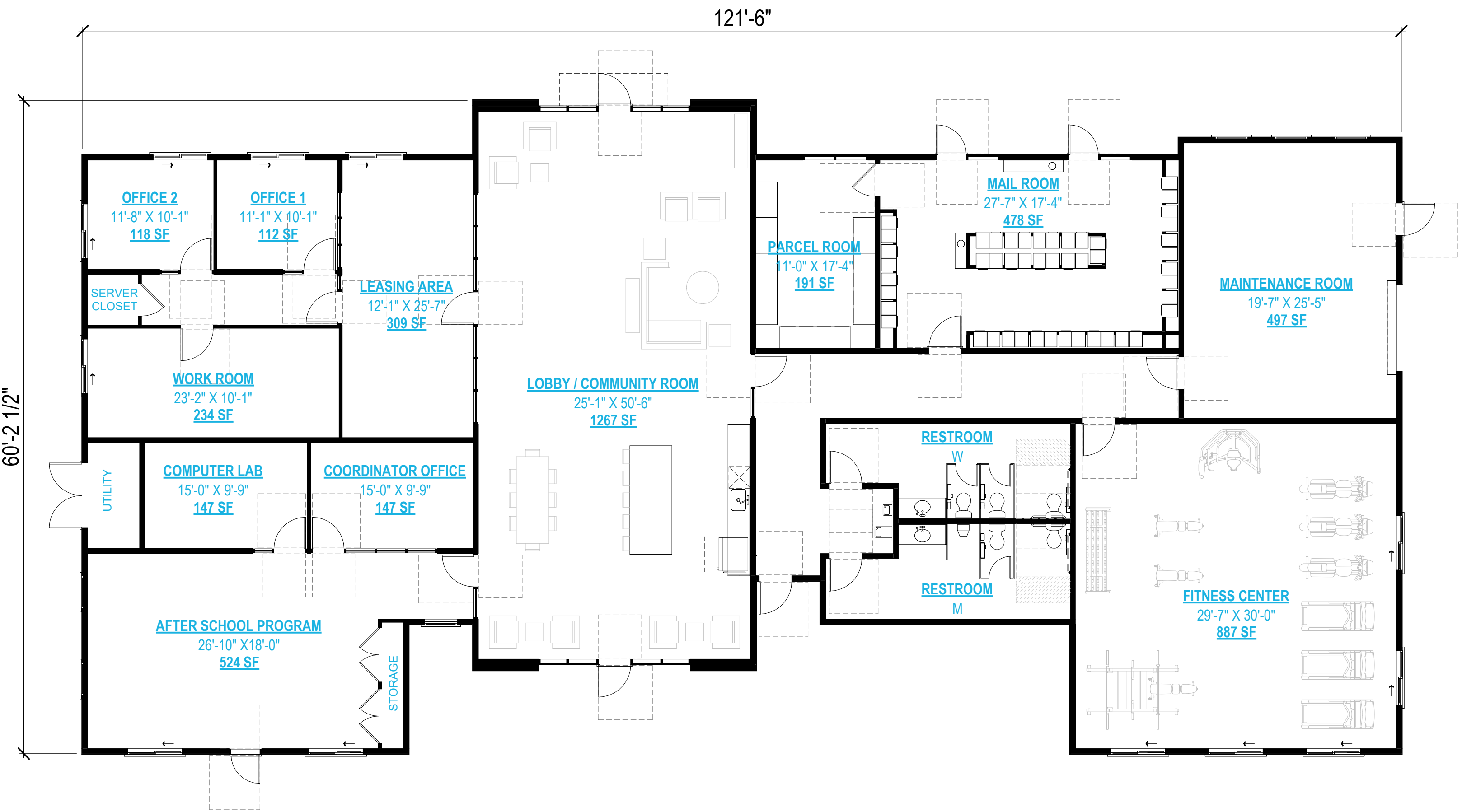
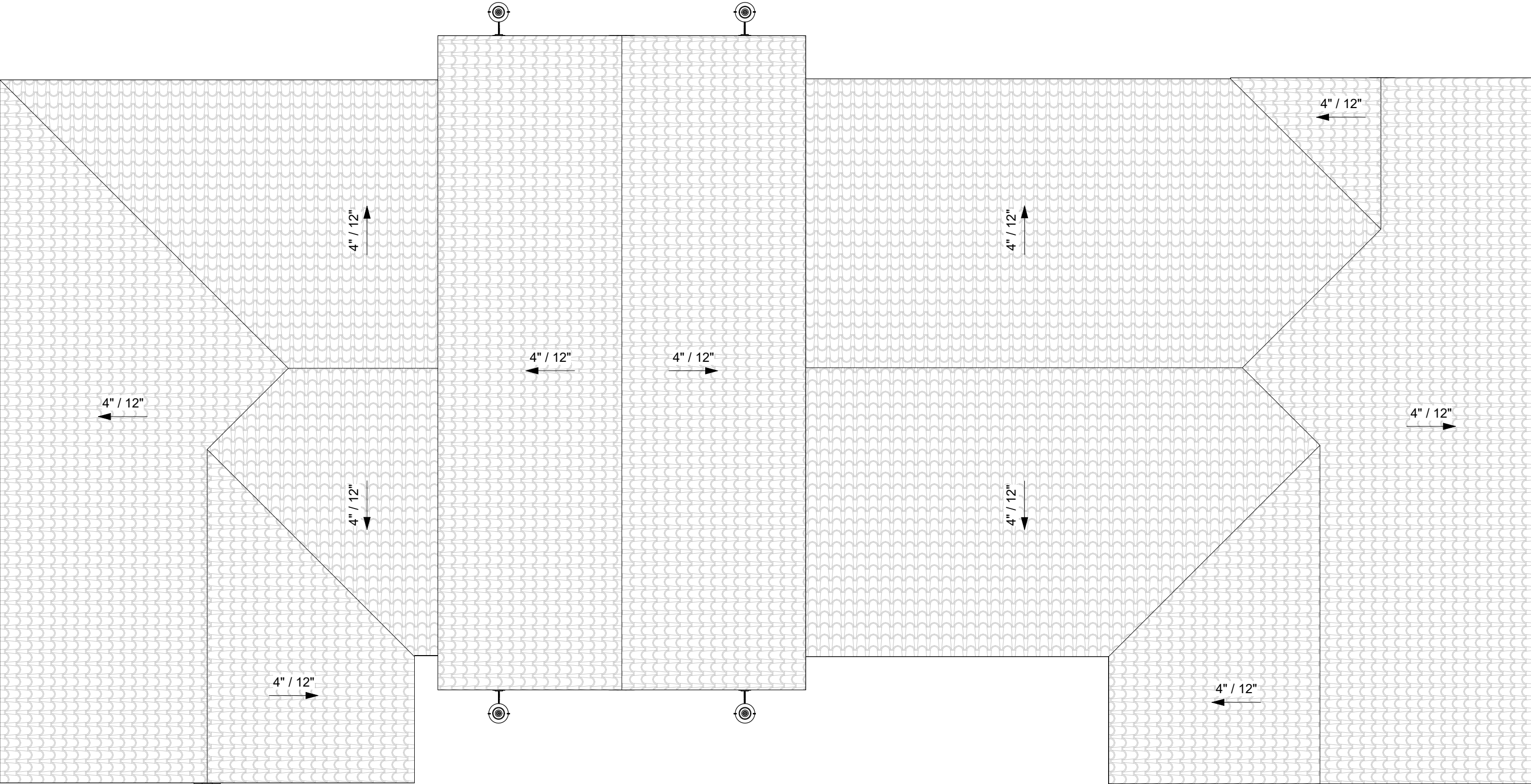
BUILDING B LEVEL 2 BUILDING PLAN | 1/8" = 1'-0" | 1



BUILDING B LEVEL 3 BUILDING PLAN | 1/8" = 1'-0" | 1



BUILDING B ROOF BUILDING PLAN | 1/8" = 1'-0" | 1



CLUBHOUSE ROOF PLAN | 1/8" = 1'-0" | 2

CLUBHOUSE LEVEL 1 BUILDING PLAN | 1/8" = 1'-0" | 1

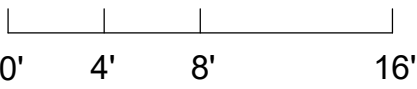


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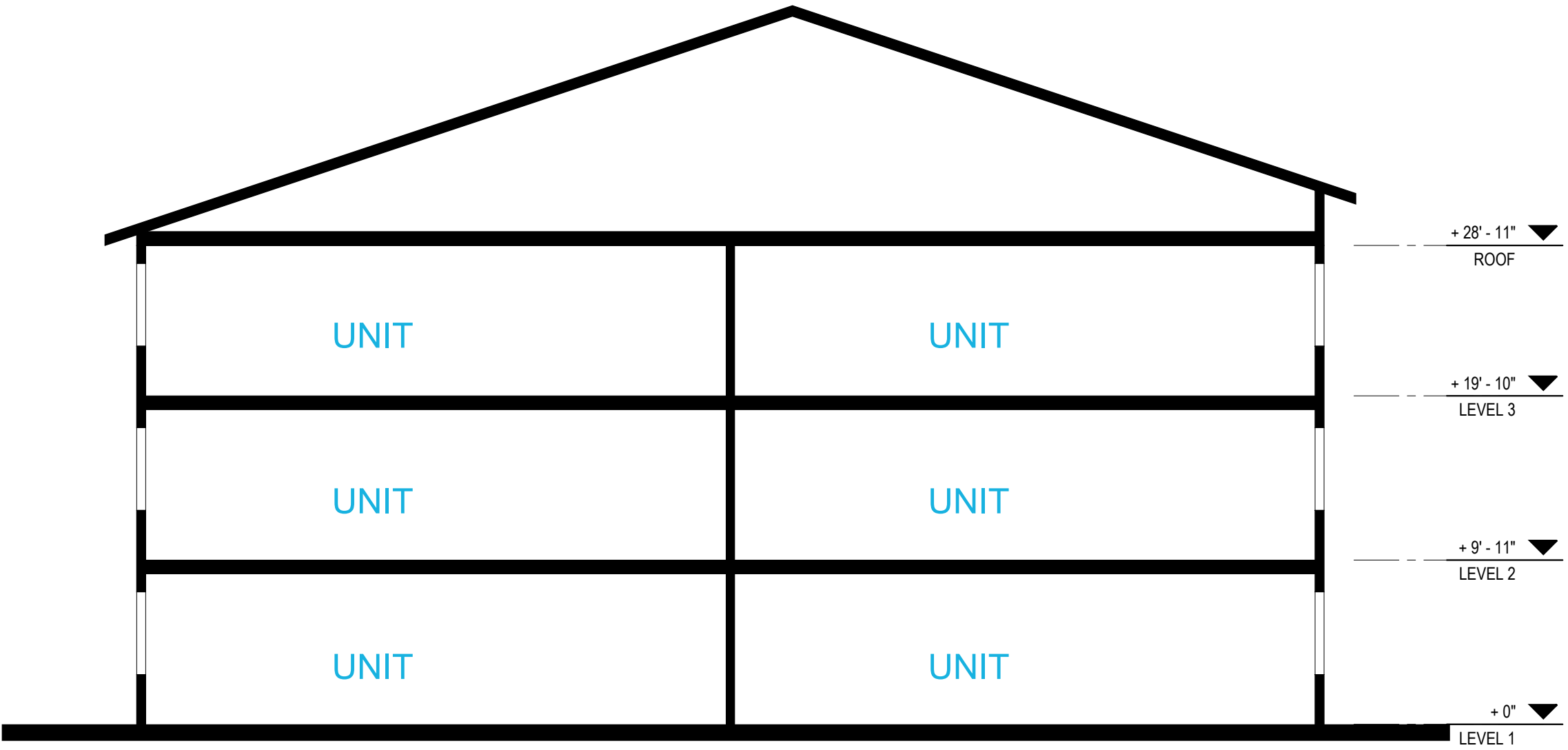
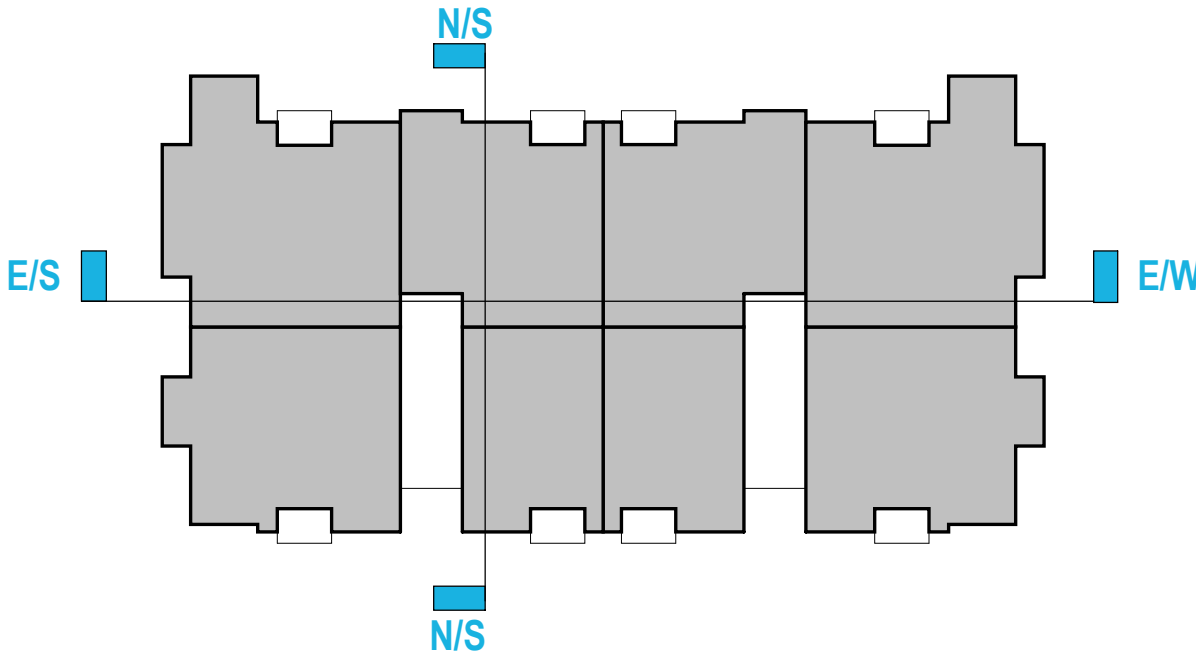
ASTERIA FLATS
RANCHO CORDOVA, CA # 2025-0161

SCHEMATIC DESIGN
SEPTEMBER 12, 2025

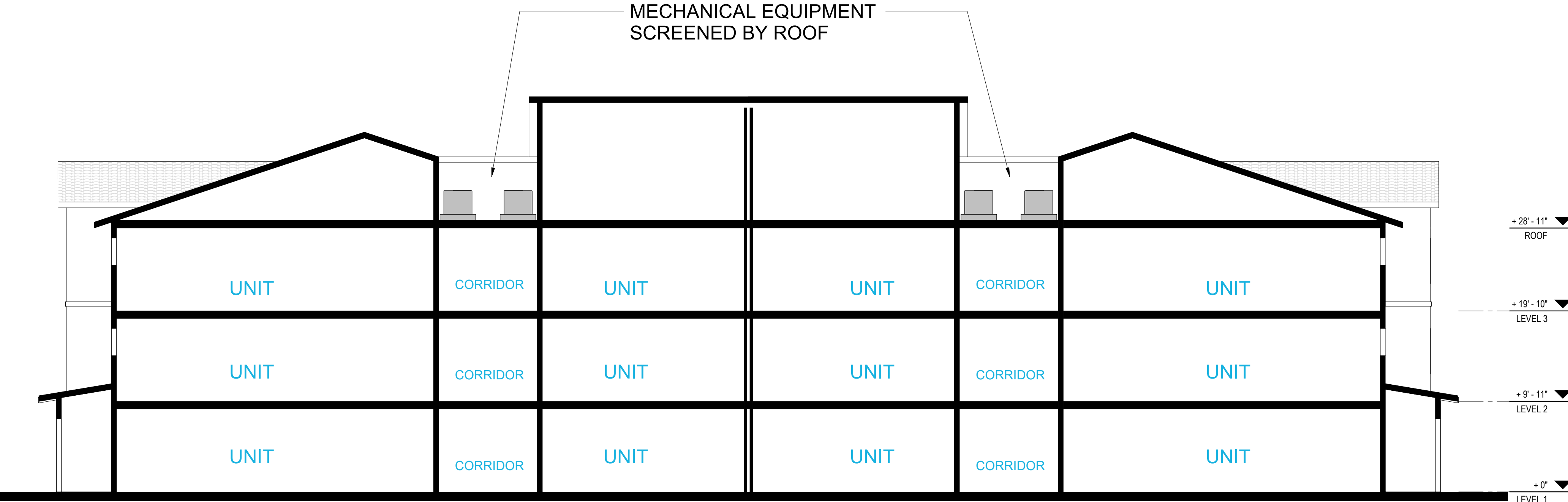


CLUBHOUSE BUILDING PLANS

A3.9



BUILDING A SECTION - N/S 1/8" = 1'-0" 2



BUILDING A SECTION - E/W 1/8" = 1'-0" 1

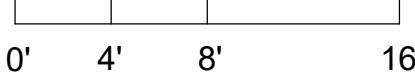


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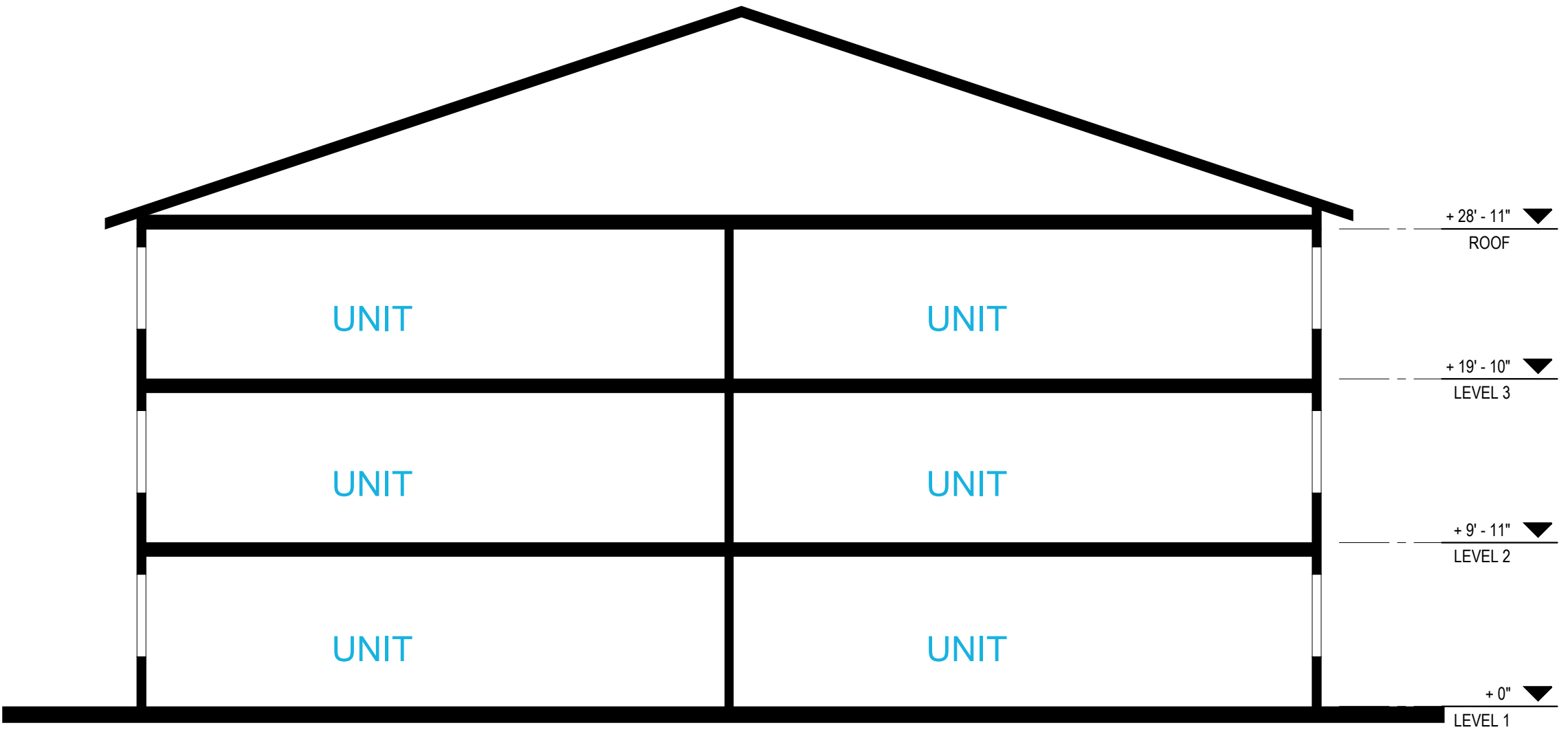
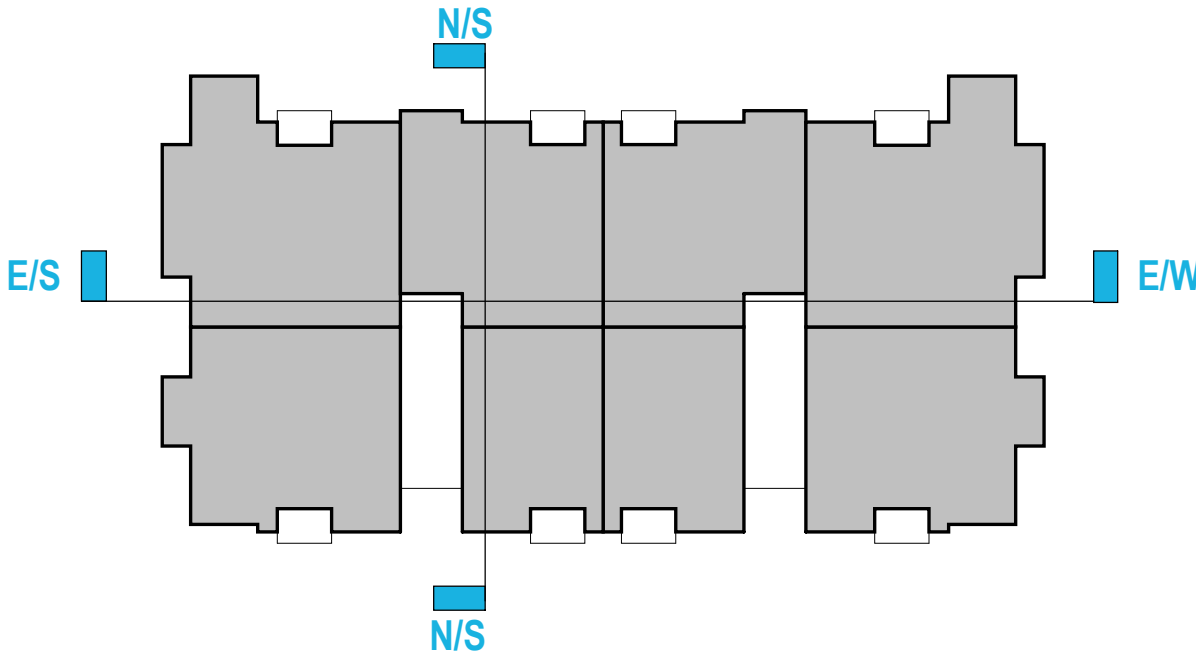
ASTERIA FLATS
RANCHO CORDOVA, CA # 2025-0161

SCHEMATIC DESIGN
SEPTEMBER 12, 2025

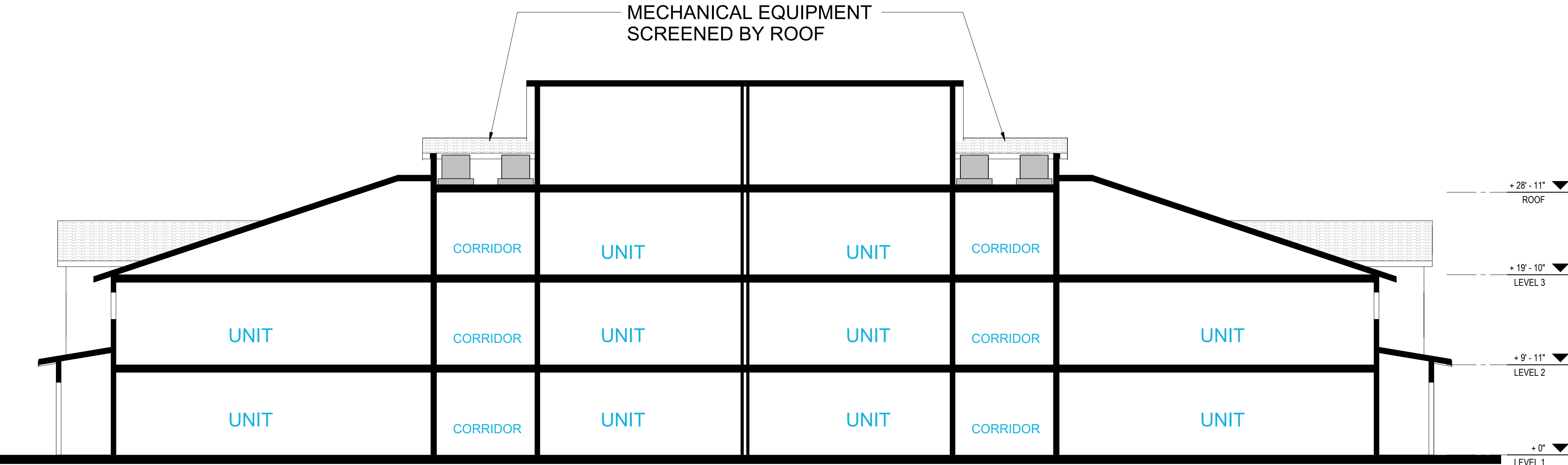


BUILDING A SECTIONS

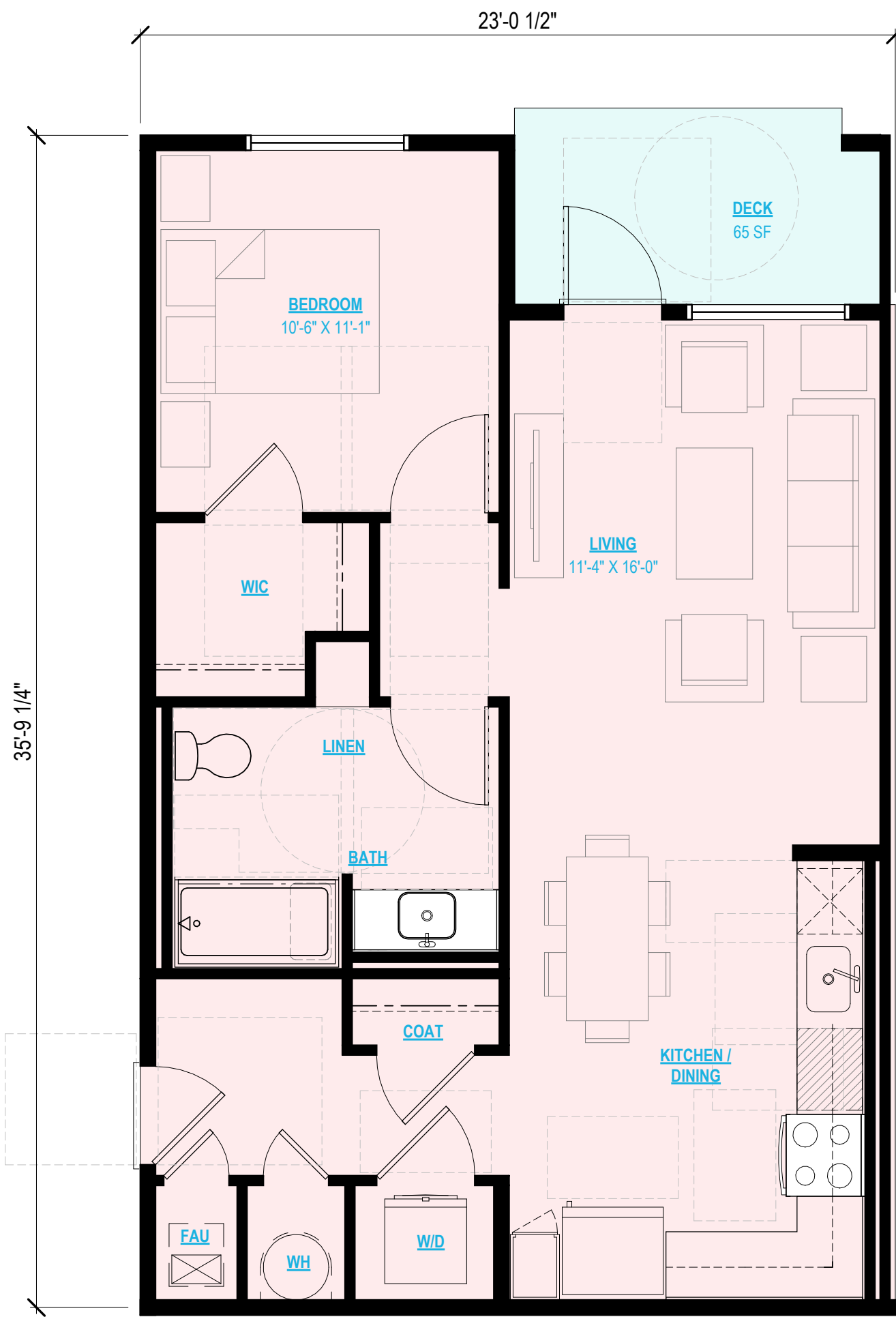
A4.1



BUILDING B SECTION - N/S 1/8" = 1'-0" 2



BUILDING B SECTION - E/W 1/8" = 1'-0" 1



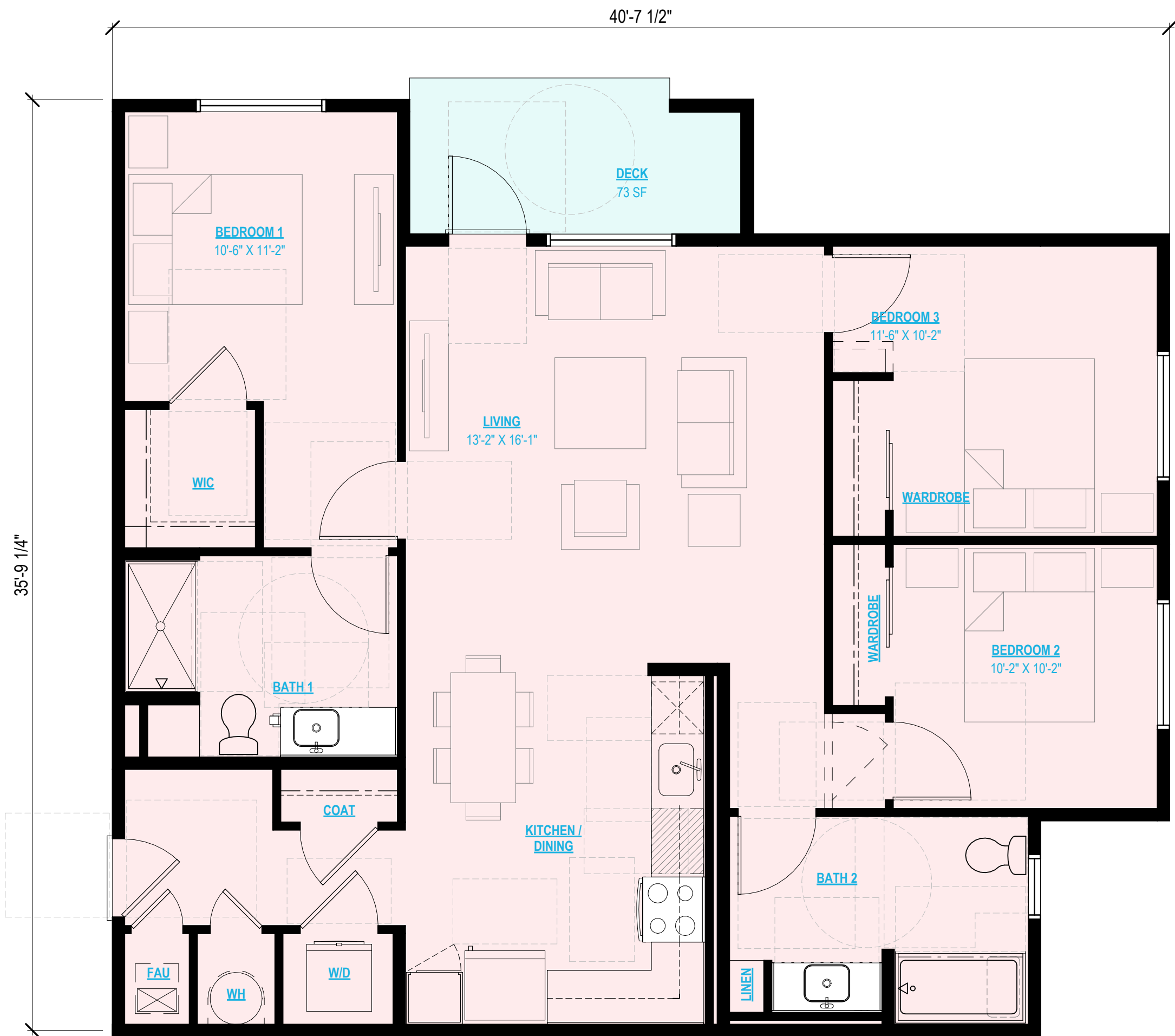
UNIT 1-1

1 BEDROOM
1 BATH
764 SF



UNIT 2-1

2 BEDROOM
2 BATH
1,070 SF



UNIT 3-1

3 BEDROOM
2 BATH
1262 SF



UNIT 4-1

4 BEDROOM
2 BATH
1414 SF

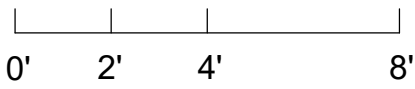


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SCHEMATIC DESIGN
SEPTEMBER 12, 2025



UNIT PLANS

A5.1







CHRYSANTHY BLVD- ELEVATION



SUNRISE BLVD- ELEVATION



EXTERIOR MATERIALS			
01	STUCCO	11	CORRUGATED METAL ROOF
02	CEMENTITIOUS SIDING	12	METAL GATE
03	STONE VENEER	13	LIGHT FIXTURE
04	DOOR	14	FAUX CLAY VENT
05	WINDOW TRIM	15	FASCIA
06	WINDOW	16	SHUTTER
07	METAL RAILING	17	EXPOSED TRUSS TAILS
08	ROOF TILE	18	AWNING
09	STOREFRONT		
10	CMU BLOCK		



1A. STUCCO

PAINT MANUFACTURER: SHERWIN WILLIAMS
COLOR: #7102 WHITE FLOUR OR EQUAL
FINISH: OMEGA 16/20 SAND OR EQUAL



3. STONE VENEER

MANUFACTURER: EL DORADO STONE
PRODUCT: CARMELO



16. SHUTTERS COLOR

PAINT MANUFACTURER: SHERWIN WILLIAMS
COLOR: #6440 COURTYARD OR EQUAL



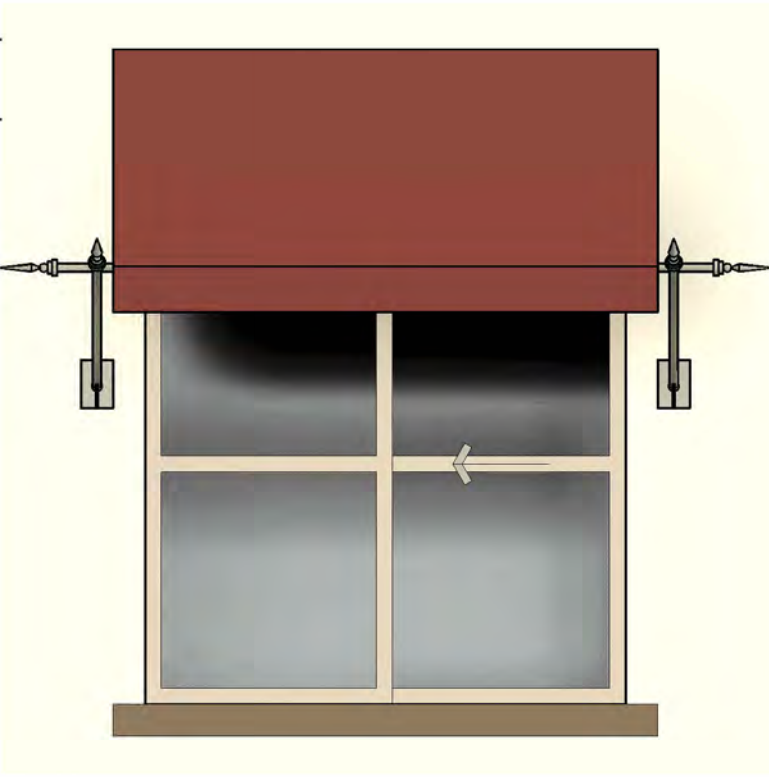
6. VINYL WINDOW

MANUFACTURER: MILGARD WINDOWS
COLOR: TAN OR EQUAL



5. TRIM/ FASCIA COLOR

PAINT MANUFACTURER: SHERWIN WILLIAMS
COLOR: #7040 SMOKEHOUSE OR EQUAL



18. AWNING



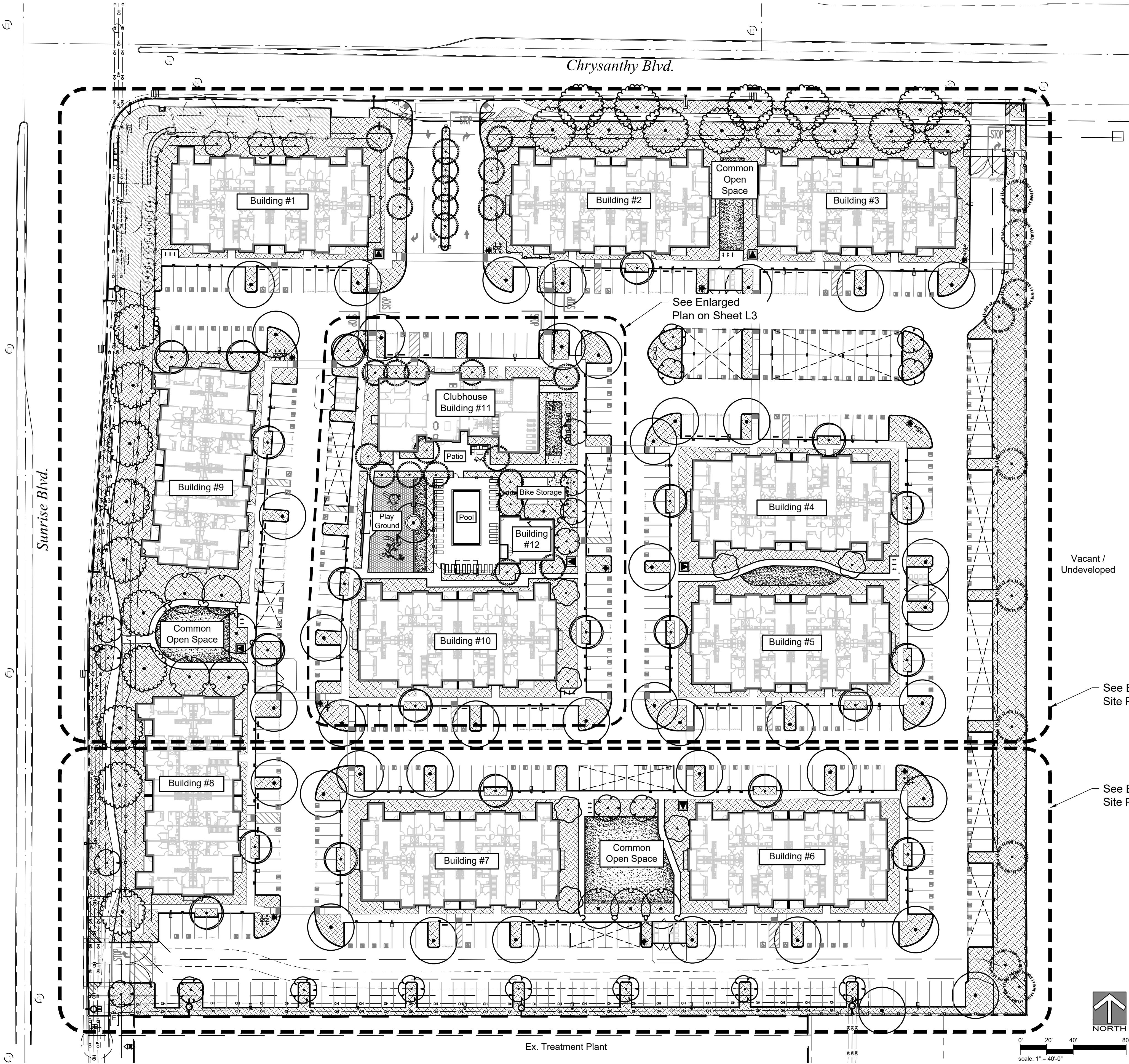
8. ROOF TILES

MANUFACTURER: EAGLE ROOFING
PRODUCT: 3645 SUNRISE BLEND OR EQUAL



13. GENERIC SPANISH LIGHT FIXTURE

MANUFACTURER: COURTYARD COLLECTION
PRODUCT: KICHLER OR EQUAL



PRELIMINARY TREE PALETTE

The schedule provided below indicates the trees proposed for this project. More detailed information for these trees species is included in the Preliminary Plant Schedule provided on sheet L3. The tree symbols in the schedule are at 30-scale.

	PARKING LOT SHADE TREE Trees selected are included on the City's approved tree list in the Design Guidelines. Koeleruteria paniculata / Golden Rain Tree Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache Quercus shumardi / Shumard Oak Ulmus propinqua 'JFS-Bieberich' / Emerald Sunshine® Elm Zelkova serrata 'Village Green' / Village Green Sawleaf Zelkova	42
	MEDIUM SIZE PARKING LOT SHADE TREE Trees with medium size canopy for locating in 6' wide planters, or underneath power lines Acer truncatum / Shantung Maple Pistacia x 'Red Push' / Red Push Pistache Rhus lancea / African Sumac Ulmus x 'Frontier' / Frontier Elm Zelkova serrata 'JFS-KW1' / City Sprite® Japanese Zelkova	21
	STREET TREE Tree along street frontages to meet City requirements and to provide uniform street frontage appearance with adjacent existing development. North-south tree to be evergreen, east-west trees to be deciduous. Species to conform to Design Guidelines. Acer buergerianum / Trident Maple Cladrastis kentukea / American Yellowwood Ginkgo biloba 'Autumn Gold' / Maidenhair Tree Quercus coccinea / Scarlet Oak Quercus lobata / Valley Oak Quercus virginiana / Southern Live Oak	23
	SHADE TREE Medium to large tree with interesting branch pattern or structure. Acer rubrum 'October Glory' / October Glory Red Maple Acer truncatum x platanoides 'Warrenred' TM / Pacific Sunset Maple Ginkgo biloba 'Autumn Gold' TM / Autumn Gold Maidenhair Tree Quercus virginiana / Southern Live Oak	10
	ACCENT TREE Small to medium sized tree with flowers or intersting branch structure for high visibility areas and entries Acer palmatum / Japanese Maple Lagerstroemia indica / Crape Myrtle Malus x 'Prairifire' / Prairifire Crabapple	26
	UPRIGHT TREE Trees with a narrow or upright habit for smaller spaces. Brachychiton populneus / Kurrajong Carpinus betulus 'Fastigiata' / Upright European Hornbeam Magnolia x 'Galaxy' / Galaxy Magnolia	10
	EVERGREEN / SCREEN TREE Medium to large evergreen tree. Laurus x 'Saratoga' / Saratoga Hybrid Laurel Magnolia x 'Galaxy' / Galaxy Magnolia Podocarpus gracilior / Fern Pine Quercus suber / Cork Oak Schinus molle / California Pepper	10
	SMALL TREES Small to medium sized trees for placement under power lines, or to limit potential for shade onto solar facilities, provided to meet City minimum standards or design guidelines. Laurus x 'Saratoga' / Saratoga Hybrid Laurel Rhus lancea / African Sumac	21

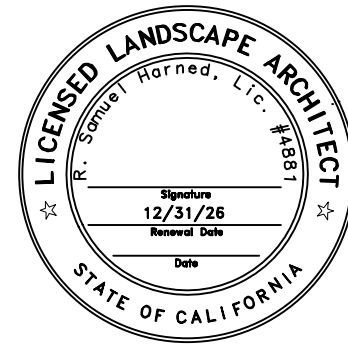
CONCEPTUAL LANDSCAPE SCHEDULE

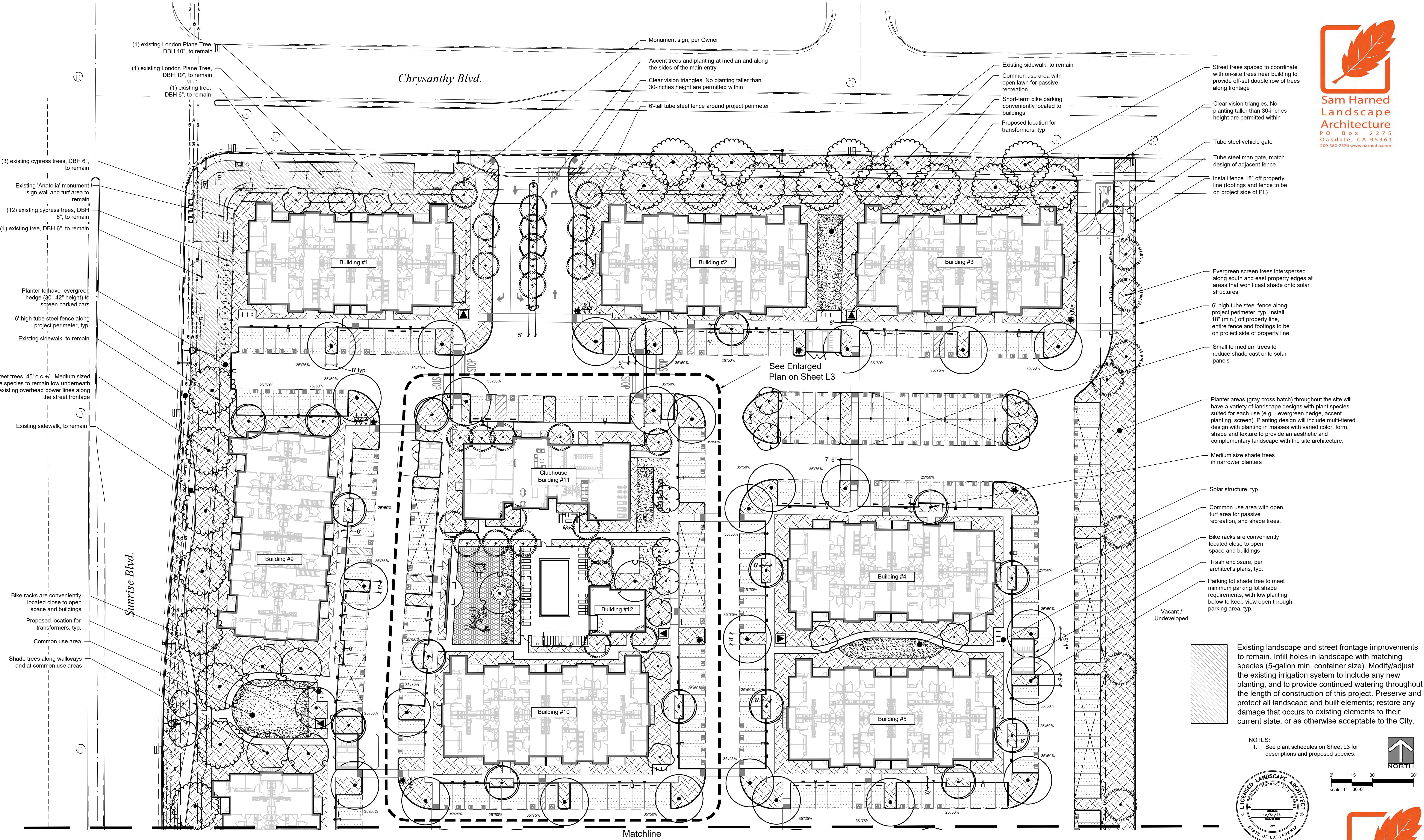
The schedule provided below indicates the landscape treatment for the site. More detailed information for these are included in the Preliminary Plant Schedule provided on sheet L3.

	LAWN Natural lawn/sod for resident recreation. Lawn has a High water use (WUCOLS). Turf Sod Bolero Plus / Fescue blend	9,523 sf
	PLANTER AREA Areas with masses of shrubs, grasses, and ground cover of varying height, size, shape, color and texture. See Planting Area Note for additional description.	116,685 sf
	STABILIZED DECOMPOSED GRANITE DG, 3/8" minus, with stabilizer and metal edging.	1,101 sf
	Existing landscape and street frontage improvements to remain. Infill holes in landscape with matching species (5-gallon min. container size). Modify/adjust the existing irrigation system to include any new planting, and to provide continued watering throughout the length of construction of this project. Preserve and protect all landscape and built elements; restore any damage that occurs to existing elements to their current state, or as otherwise acceptable to the City.	

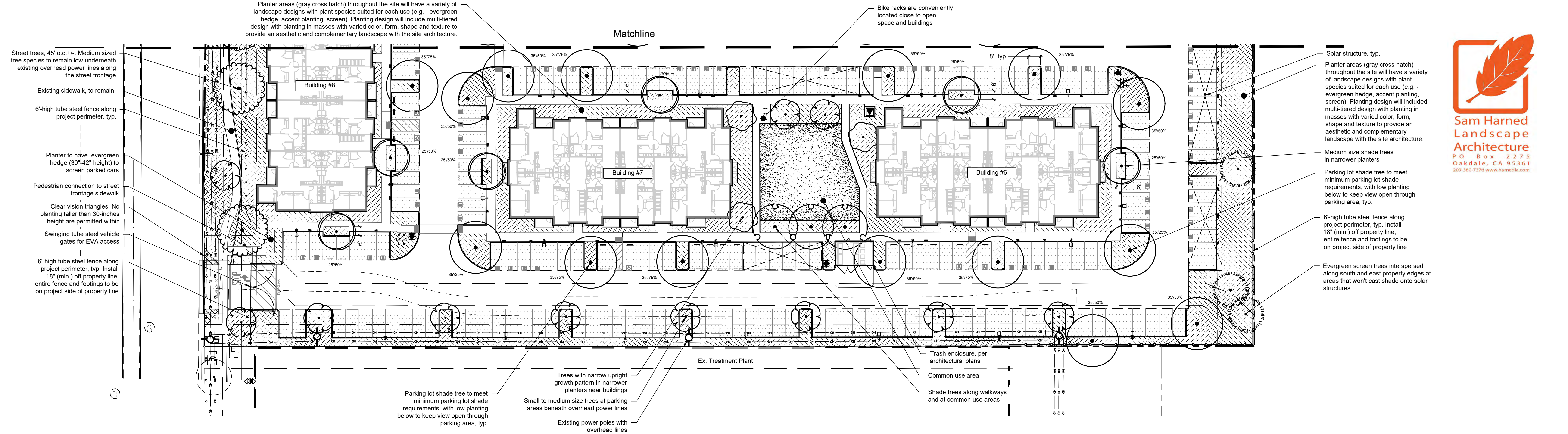
NOTES:
1. See plant schedules on Sheet L3 for descriptions and proposed species.

Conceptual Landscape Plan - Overall Site: Sheet L0





Conceptual Landscape Plan: Sheet L1



PARKING LOT SHADE CALCULATIONS										
Tree Type	Area at 100% (sf)	100%		75%		50%		25%		Subtotal
		sf	qty.	sf	qty.	sf	qty.	sf	qty.	
Parking Lot Shade Tree, 35' dia.	962	0	0	10,101	14	11,063	23	1,203	5	22,367 sf
Medium Parking Lot Shade Tree, 25' dia.	491	0	0	0	0	4,665	19	0	0	4,665 sf
Total shade provided by trees:										27,031 sf
Shade provided by overhead structures:										20,222 sf
Total shade provided:										47,253 sf
Parking area:										79,533 sf
Percentage of shade provided (0.5 min. req'd):										0.59

WATER EFFICIENT LANDSCAPE ORDINANCE WORKSHEET								
APPENDIX B WORKSHEET	Reference Evapotranspiration			50.3 in/yr	ETAF _{max}	Maximum Allowed ETAF		0.45
	Hydro-zone (see desc. below)	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)
	Regular Landscape Areas ("RLA") - See Hydrozone Descriptions for Referenced Numbers							
	Shrubs - Mod.	0.40	Drip	0.81	0.49	17,438 sf	8,611.36	268,554 gals
	Shrubs - Low	0.30	Drip	0.81	0.37	99,247 sf	36,758.15	1,146,340 gals
	Turf	0.85	Spray	0.75	1.13	9,523 sf	10,792.73	336,582 gals
					Sub-totals	126,208.00	56,162.24	1,751,476 gals
	Special Landscape Areas ("SLA")							
	SLA1				1.00	0 sf	0.00	0 gals
					Sub-totals	0 sf	0.00	0 gals
MAWA	Total Landscape Area (RLA+SLA)					126,208 sf	56,162.24	
						ETWU Total		1,751,476 gals
						Maximum Allowed Water Allowance (MAWA)		1,771,165 gals
	MAXIMUM ALLOWABLE WATER CALCULATION ("MAWA")							
	MAWA	=	(ETo)	(0.62)	[(ETAF	x LA)	+ ((1-ETAF)	x SLA)]
	1,771,165 gal/yr	50.3 in/yr	0.62	0.45	126,208 sf	0.55	0 sf	
ETAF	ETAF CALCULATIONS							
	Regular Landscape Area (RLA) ETAF				Max Allowed ETAF			
	Total ETAF x RLA			56162.24				
	Divided by Total RLA			126,208 sf		If Average ETAF is less than Max. Allowed ETAF the Project complies with WELO		
	Average ETAF (RLA)			0.44	0.45			

WELO COMPLIANCE

This project has been designed to conform with the City's Water Efficient Landscape Ordinance (WELO).

IRRIGATION DESIGN
The irrigation on the site will use drip irrigation, will meet the City's requirements, and will comply with the requirements of WELO. Equipment will include dedicated irrigation meter, smart controller, weather sensor, and efficient irrigation emitters, nozzles, and other equipment.

PLANTING DESIGN
The landscape design uses water-wise plant species suitable for this region and that are low maintenance and durable, uses trees to shade paved areas, and plants have been grouped into hydro-zones. References used for the landscape design include published information from the local jurisdiction, Sunset Western Garden Book and WUCOLS.

LANDSCAPE AREA CALCULATIONS

Total Site Area:	484,822 sf.
Total Landscape Area:	126,208 sf.
Turf area:	9,523 sf (7.5%)
Planter Area:	116,685 sf (92.5%)
Percentage of Total Site as Landscape:	26 %

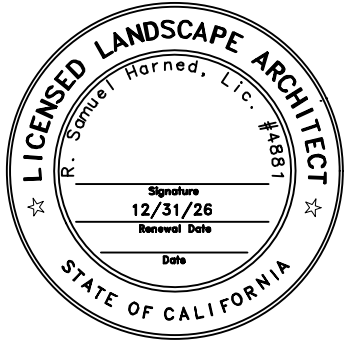
TREE MINIMUM REQUIREMENTS

- Parking lot and street trees, min. 30% of total to be evergreen species. Final species, location and quantity to be provided with the improvements plans and shall meet or exceed this minimum standard.
- 24" container: a minimum of 25% of the trees on this project will be 24" minimum container size. All trees will be minimum 15-gallon container size. The final species and location of the 24" container size trees will be provided with the improvements plans and shall meet or exceed this minimum standard.

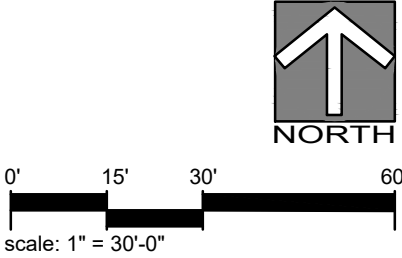
ROOT BARRIER

Provide 24" deep linear root barrier at all trees located within 10'-0" of hardscape. Provide 12 lf of barrier at each required location, center on tree root ball. Root barrier shall be installed in linear fashion along the edge of hardscape; circular placement around the root ball will not be accepted and will be replaced at contractor's expense. Install per manufacturer's recommendations.

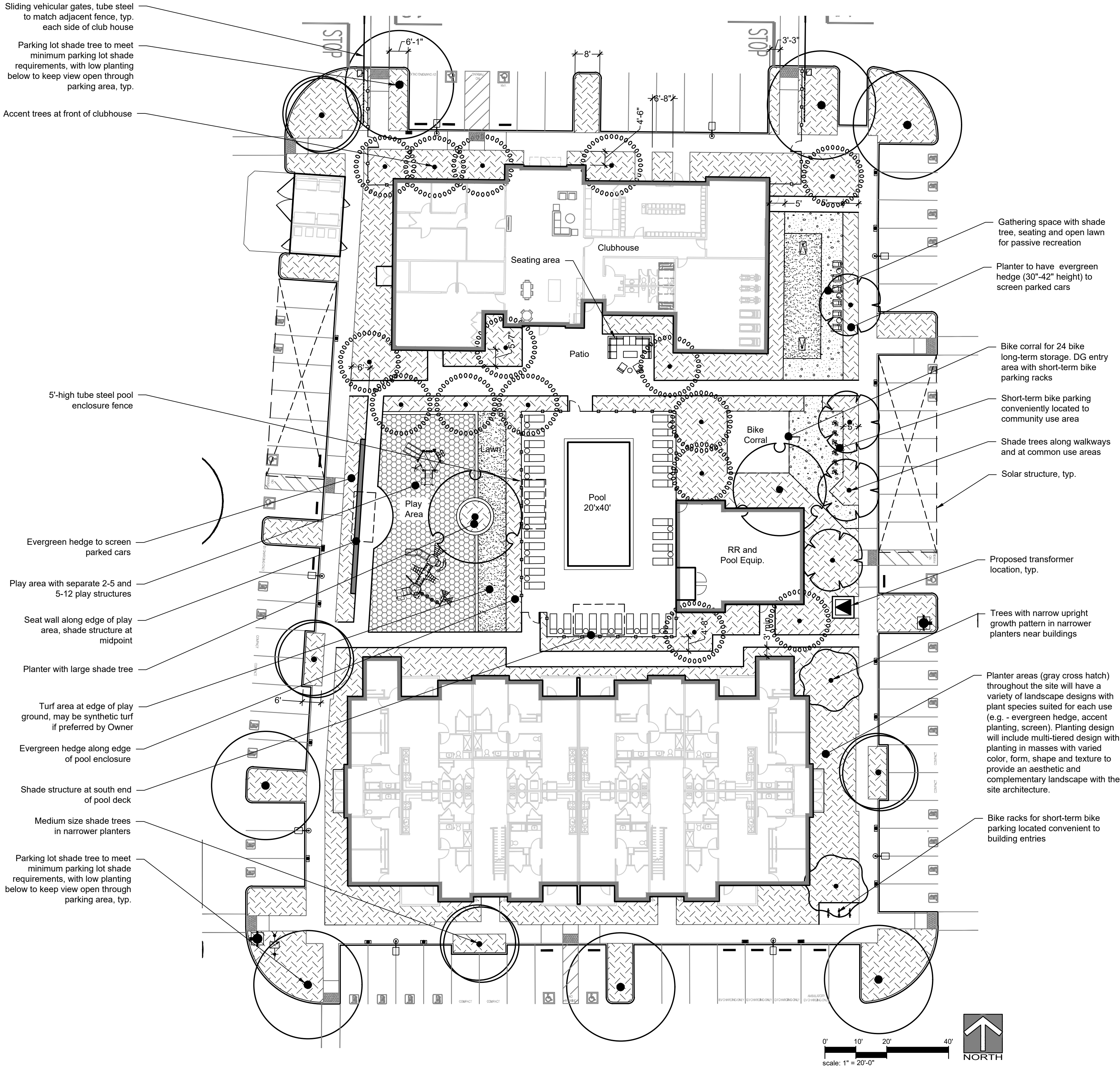
Continuous root barriers are required along publicly maintained streetscapes.



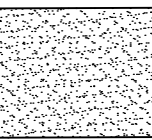
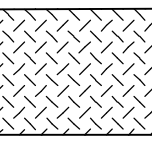
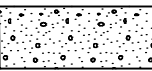
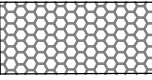
NOTES:
1. See plant schedules on Sheet L3 for descriptions and proposed species.



Conceptual Landscape Plan: Sheet L2



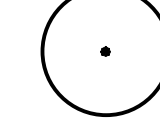
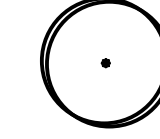
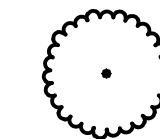
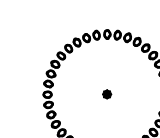
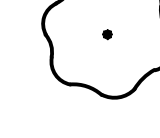
Concept Plant Schedule / Sheet Legend

	LAWN Natural lawn/sod for resident recreation. Lawn has a High water use (WUCOLS). Turf Sod Bolero Plus / Fescue blend	9,523 sf
	PLANTER AREA Areas with masses of shrubs, grasses, and ground cover of varying height, size, shape, color and texture. See Planting Area Note for additional description.	116,685 sf
	STABILIZED DECOMPOSED GRANITE DG, 3/8" minus, with stabilizer and metal edging.	1,101 sf
	Play ground surfacing, poured-in-place rubberized surfacing	

- PLANTING AREA NOTE**
The notes below apply to the areas of this plan designated as "Planter Area" per the Concept Plant Schedule.
- As part of the final design, planting areas will be designed to provide an aesthetic and functional landscape that enhances the project, complements the architecture, connects to the adjacent existing development, and provides comfort and interest to the residents and guests of the facility.
 - Planter areas will be designed to conform to City Standards, governing guidelines, and WELO requirements.
 - Planting area will be designed with intent for the landscape (e.g. - accent planting to highlight entries or focal points, evergreen hedge for borders, foundation planting and screens; low planting to keep views open) as well as to complement the architecture.
 - Plant species will be selected per the Preliminary Plant Palette on this sheet.
 - Planter areas will largely be irrigated landscape and will include shrubs and ground cover. Some areas of inert landscape may be included as well, such as decomposed granite, cobble, bark, or other inert material as approved by the City.
 - All landscape planter areas will include a min. 3" layer of bark mulch.
 - Pre-emergent is to be applied in all non-seeded landscape areas.
 - A weed control layer will be included at all bark mulch and/or rock areas.

PRELIMINARY PLANT PALETTE

The Preliminary Plant Palette represents a sampling of the types of plants selected for this project that are suitable for the location and design concept. Plants in the final plan will be selected from this list. Not all plants in the list below will be used and additional plants may be incorporated with the final plans, but the overall design concept represented will be maintained.

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	QTY	SIZE	SPACING	WUCOLS	H' x W'
TREES								
		PARKING LOT SHADE TREE		42				
	KOE PAN	Koelreuteria paniculata	Golden Rain Tree		15 gal.	30'	Low	35' x 35'
	PIS KEI	Pistacia chinensis 'Keith Davey'	Keith Davey Chinese Pistache		15 gal.	35'	Low	35' x 35'
	QUE SHU	Quercus shumardii	Shumard Oak		15 gal.	35'	Moderate	65' x 45'
	ULM EM2	Ulmus propinqua 'JFS-Bieberich'	Emerald Sunshine® Elm		15 gal.	25'	Moderate	35' x 25'
	ZEL VIL	Zelkova serrata 'Village Green'	Village Green Sawleaf Zelkova		15 gal.	35'	Moderate	55' x 45'
		MEDIUM SIZE PARKING LOT SHADE TREE		21				
	ACE TRU	Acer truncatum	Shantung Maple		15 gal.	30'	Low	25' x 25'
	PIS RED	Pistacia x 'Red Push'	Red Push Pistache		15 gal.	30'	Low	30' x 25'
	RHU LAN	Rhus lancea	African Sumac		15 gal.	25'	Low	25' x 25'
	ULM FRN	Ulmus x 'Frontier'	Frontier Elm		15 gal.	30'	Moderate	35' x 25'
	ZEL CSP	Zelkova serrata 'JFS-KW1'	City Sprite® Japanese Zelkova		15 gal.	25'	Moderate	30' x 20'
		STREET TREE		23				
	ACE BRG	Acer buergerianum	Trident Maple		24" box	50'	Moderate	35' x 25'
	CLA KEN	Cladrastis kentukea	American Yellowwood		24" box	50'	Moderate	40' x 40'
	GIN BIL	Ginkgo biloba 'Autumn Gold'	Maidenhair Tree		24" box	50'	Moderate	50' x 30'
	QUE COC	Quercus coccinea	Scarlet Oak		24" box	50'	Moderate	65' x 50'
	QUE LOB	Quercus lobata	Valley Oak		24" box	50'	Low	60' x 50'
	QUE VRG	Quercus virginiana	Southern Live Oak		24" box	50'	Moderate	60' x 60'
		SHADE TREE		10				
	ACE OCT	Acer rubrum 'October Glory'	October Glory Red Maple		15 gal.	35'	Moderate	55' x 45'
	ACE XWA	Acer truncatum x platanioides 'Warrenred' TM	Pacific Sunset Maple		15 gal.	30'	Moderate	25' x 25'
	GIN AUT	Ginkgo biloba 'Autumn Gold' TM	Autumn Gold Maidenhair Tree		15 gal.	30'	Moderate	50' x 30'
	QUE VIR	Quercus virginiana	Southern Live Oak		15 gal.	40'	Moderate	60' x 60'
		ACCENT TREE		26				
	ACE PAL	Acer palmatum	Japanese Maple		24" box	20'	Moderate	20' x 20'
	LAG IND	Lagerstroemia indica	Crape Myrtle		24" box	20'	Low	25' x 25'
	MAL PRA	Malus x 'Prairifire'	Prairifire Crabapple		24" box	20'	Moderate	20' x 20'
		UPRIGHT TREE		10				
	BRA PPL	Brachychiton populneus	Kurrajong		15 gal.	30'	Low	40' x 25'
	CAR FST	Carpinus betulus 'Fastigiata'	Upright European Hornbeam		15 gal.	25'	Moderate	40' x 15'
	MAG GXY	Magnolia x 'Galaxy'	Galaxy Magnolia		15 gal.	per plan	Moderate	30' x 20'
		EVERGREEN / SCREEN TREE		10				
	LAU XSA	Laurus x 'Saratoga'	Saratoga Hybrid Laurel		15 gal.	30'	Low	40' x 25'
	MAG GAL	Magnolia x 'Galaxy'	Galaxy Magnolia		15 gal.	25'	Moderate	30' x 20'
	POD GRA	Podocarpus gracilior	Fern Pine		15 gal.	20'	Moderate	30' x 20'
	QUE SUB	Quercus suber	Cork Oak		15 gal.	40'	Low	55' x 60'
	SCH MOL	Schinus molle	California Pepper		15 gal.	35'	Low	35' x 30'
		SMALL TREES		21				
	LAU XSR	Laurus x 'Saratoga'	Saratoga Hybrid Laurel		24" box	per plan	Low	40' x 25'
	RHU SUM	Rhus lancea	African Sumac		24" box	per plan	Low	25' x 25'

Shrubs

BOTANICAL NAME	COMMON NAME	SIZE	H' x W' or SPACING	WATER USE RATING
Upright Evergreen Shrubs				
Cupressus sempervirens 'Tiny Towers'	Italian Cypress (dwarf)	15-gal	8'x2'	Low
Juniperus scopulorum var.	Juniper	15-gal	15'x4'	Low
Juniperus virginiana spp.	Juniper	15-gal	20'x3'	Low
Podocarpus macrophyllus 'maki'	Shrubby Yew Pine	15-gal	12'x3'	Mod.
Thuja occidentalis	Arborvitae	15-gal	12'x3'	Mod
Medium Shrubs/ Screen Hedges				
Arctostaphylos densiflora	Manzanita	5-gal	6'x6'	Low
Ligustrum japonicum 'Texanum'	Privet	5-gal	6'x5'	Low
Leucophyllum frutescens	Texas Ranger	5-gal	7'x7'	Low
Nerium oleander	Oleander	5-gal	8'x8'	Low
Olea europaea 'Little Ollie'	Little Ollie Olive	5-gal	5'x5'	Very Low
Pittosporum tobira 'Variegata'	Vareigated Pittosporum	5-gal	6'x6'	Mod.
Xylosma congestum 'Compacta'	Shiny Xylosma	5-gal	5'x5'	Low
Low Hedge				
Callistemon viminalis 'Little John'	Little John Bottlebrush	5-gal	3' x 3'	Low
Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	5-gal	4' x 4'	Mod.
Ligustrum japonicum 'Texanum'	Privet	5-gal	4' x 4'	Low
Nandina domestica 'Compacta'	Heavenly Bamboo	5-gal	4' x 3'	Low
Olea europaea 'Little Ollie'	Little Ollie Olive	5-gal	5' x 5'	Low
Rhaphiolepis indica	India Hawthorn	5-gal	3' x 5'	Mod.
Rhaphiolepis umbellata	Yedda Hawthorn	5-gal	42" x 42"	Low
Medium Accent/ Flowering Shrub				
Berberis thunbergii	Japanese Barberry	5-gal	5' x 5'	Mod.
Calamagrostis acutiflora "KF"	Feather Reed Grass	5-gal	5' x 42"	Low
Cistus purpureus	Rockrose	5-gal	4' x 4'	Low
Chondropetalum tectorum	Cape Rush	5-gal	3'x4'	Low
Hemerocallis spp.	Evergreen Daylily	5-gal	3'x3'	Mod.
Lantana camara/hybrid	Lantana	5-gal	2' x 5'	Low
Muhlenbergia capillaris	Pink Muhly	5-gal	3' x 6'	Mod.
Pennisetum alopecuroides	Fountain Grass	5-gal	3'x3'	Low
Phormium tenax	New Zealand Flax	5-gal	3' x 4'	Low
Low Accent/ Flowering Shrub				
Dianella revoluta 'Little Rev'	Flax Lily	5-gal	30"x30"	Low
Epilobium canum	California Fuschia	5-gal	3'x3'	Low
Hemerocallis spp.	Evergreen Daylily	5-gal	3'x3'	Mod.
Pennisetum alopecuroides 'Little Bunny'	Fountain Grass	5-gal	2'x2'	Low
Phormium tenax var.	New Zealand Flax	5-gal	18" x 2'	Low
Teucrium chamaedrys	Germander	5-gal	1'x2'	Low

Shrubs

BOTANICAL NAME	COMMON NAME	SIZE	H' x W' or SPACING	WATER USE RATING
Low Shrub				
Dietes vegeta	Fortnight Lily	5-gal	3' x 3'	Low
Nandina domestica 'Gulf Stream'	Heavenly Bamboo	5-gal	4'x3'	Low
Pittosporum tobira 'Wheeler Dwarf'	Pittosporum	5-gal	2'x4'	Mod.
Rhaphiolepis indica	India Hawthorn	5-gal	3' x 5'	Mod.

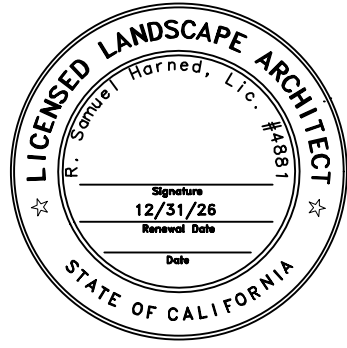
Vines

Clinging vines planter at existing CMU wall.				
Ficus pumila	Creeping Fig	5 gal.	8' o.c.	Mod.
Parthenocissus tricuspidata	Boston Ivy	5 gal.	8' o.c.	Mod.

Groundcovers

Ground cover shall be 1-gallon container size. Spacing varies per species.

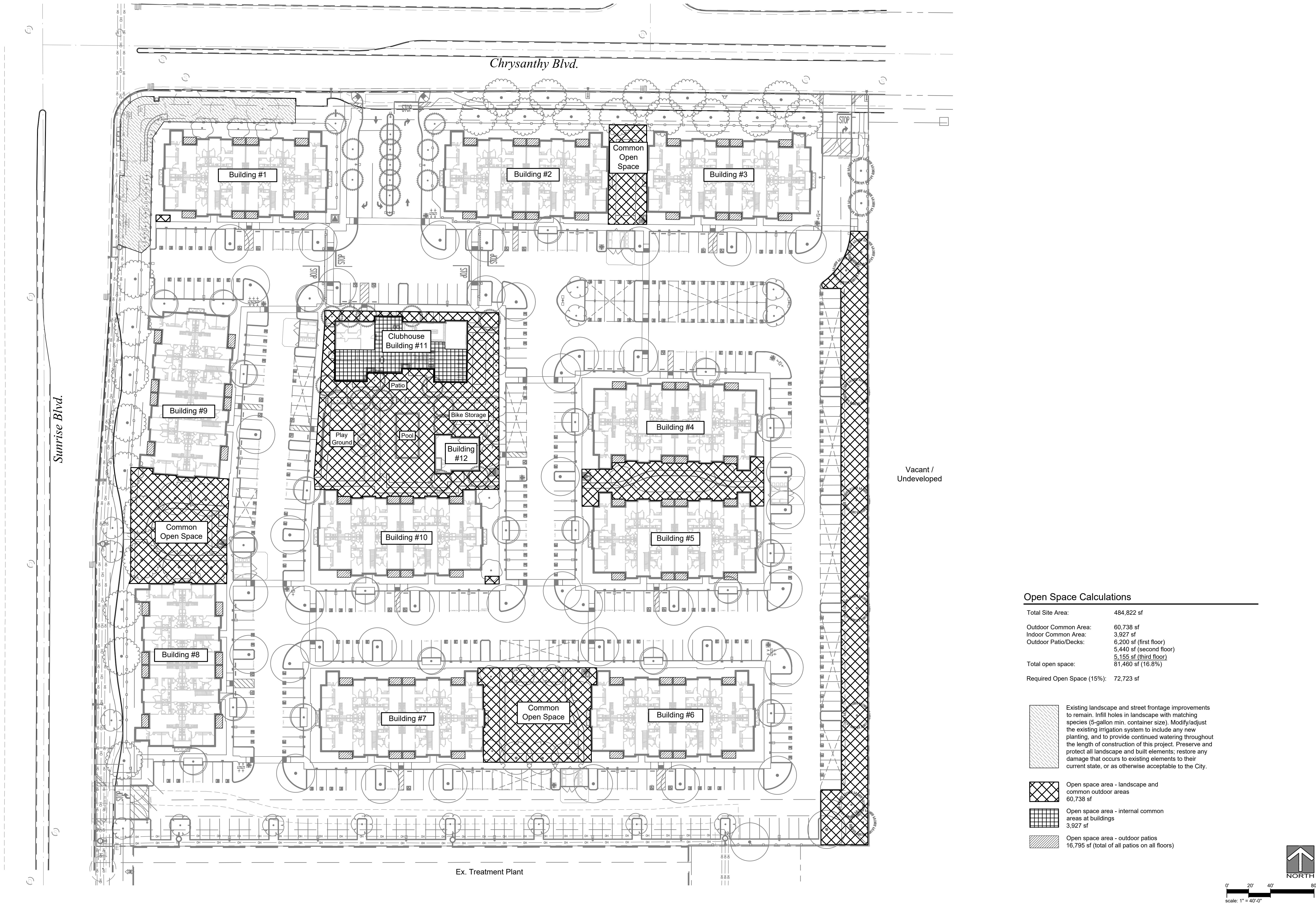
BOTANICAL NAME	COMMON NAME	SIZE	H' x W' or SPACING	WATER USE RATING
Ornamental Grass				
Carex divulsa	Sedge	1-gal	18"x30"	Low
Muhlenbergia dubia	Pine Muhly	1-gal	30" x 30"	Low
Accent Groundcover				
Dianella revoluta 'Little Rev'	Flax Lily	1-gal	30"x30"	Low
Hemerocallis spp.	Evergreen Daylily	1-gal	3'x3'	Mod.
Lantana montevidensis	Trailing Lantana	1-gal	2'x5'	Low
Liriope muscari	Lily Turf	1-gal	18"x18"	Mod.
Phormium tenax	New Zealand Flax	1-gal	2' x 2'	Low
Teucrium chamaedrys	Germander	1-gal	2' x 2'	Low
Trachelospermum jasminoides	Star Jasmine	1-gal	2' x 7'	Mod.
Spreading/ Low Groundcover				
Baccharis pilularis	Dwarf Coyote Brush	1-gal	2' x 7'	Low
Cotoneaster dammeri 'Lowfast'	Bearberry	1-gal	12" x 6".	Low
Juniperus spp.	Juniper	1-gal	12" x 5"	Low
Myoporum parvifolium	Myoporum	1-gal	9" x 7"	Low
Rosmarinus g. horizontalis	Rosemary Groundcover	1-gal	2' x 6"	Low
Trachelospermum asiaticum	Asian Jasmine	1-gal	2' x 4'	Mod.



Conceptual Landscape Plan - Enlarged Plan Club House: Sheet L3

September 2025

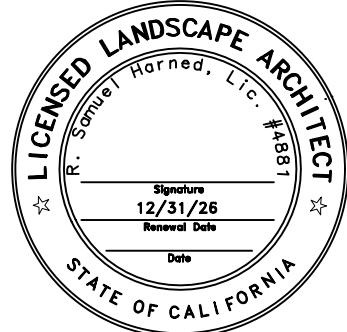
Asteria Flats - Rancho Cordova, CA



Open Space Calculations

Total Site Area:	484,822 sf
Outdoor Common Area:	60,738 sf
Indoor Common Area:	3,927 sf
Outdoor Patio/Decks:	6,200 sf (first floor)
	5,440 sf (second floor)
	5,155 sf (third floor)
Total open space:	81,460 sf (16.8%)
Required Open Space (15%):	72,723 sf

- Existing landscape and street frontage improvements to remain. Infill holes in landscape with matching species (5-gallon min. container size). Modify/adjust the existing irrigation system to include any new planting, and to provide continued watering throughout the length of construction of this project. Preserve and protect all landscape and built elements; restore any damage that occurs to existing elements to their current state, or as otherwise acceptable to the City.
- Open space area - landscape and common outdoor areas
60,738 sf
- Open space area - internal common areas at buildings
3,927 sf
- Open space area - outdoor patios
16,795 sf (total of all patios on all floors)



Open Space Diagram: Sheet L4



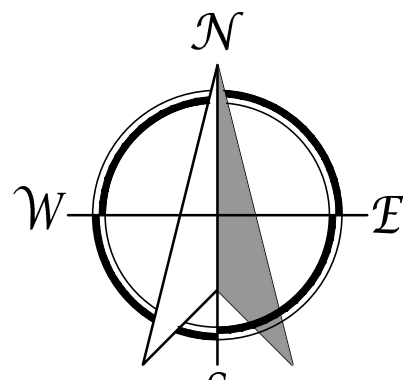
FEMA FLOOD ZONE
THIS PROPERTY IS LOCATED IN ZONE X₁ OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 06067C0240J, WHICH BEARS AND EFFECTIVE DATE OF JULY 19, 2018 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

BASIS OF BEARINGS
THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF SUNRISE BOULEVARD AS SHOWN UPON THAT MAP "SUBDIVISION NO. 01-0385.0 LARGE LOT MAP OF ANATOLIA", SHEET 11 AS FILED MAP BOOK 316, PAGE 8, SACRAMENTO COUNTY RECORDS. CENTERLINE BEARING IS N 00°03'38" W.

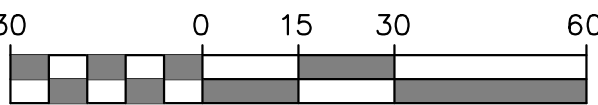
VERTICAL BENCHMARK
BENCHMARK: PID DL9154
BENCHMARK IS N.G.S. PID DL9154 NAMED "DOUGLAS". THIS WAS UTILIZED TO ESTABLISH VERTICAL CONTROL.

APN 067-0430-049
VACANT
ZONING RD-20

N00°44'03"W 688.38'



scale: 1"=30'



TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

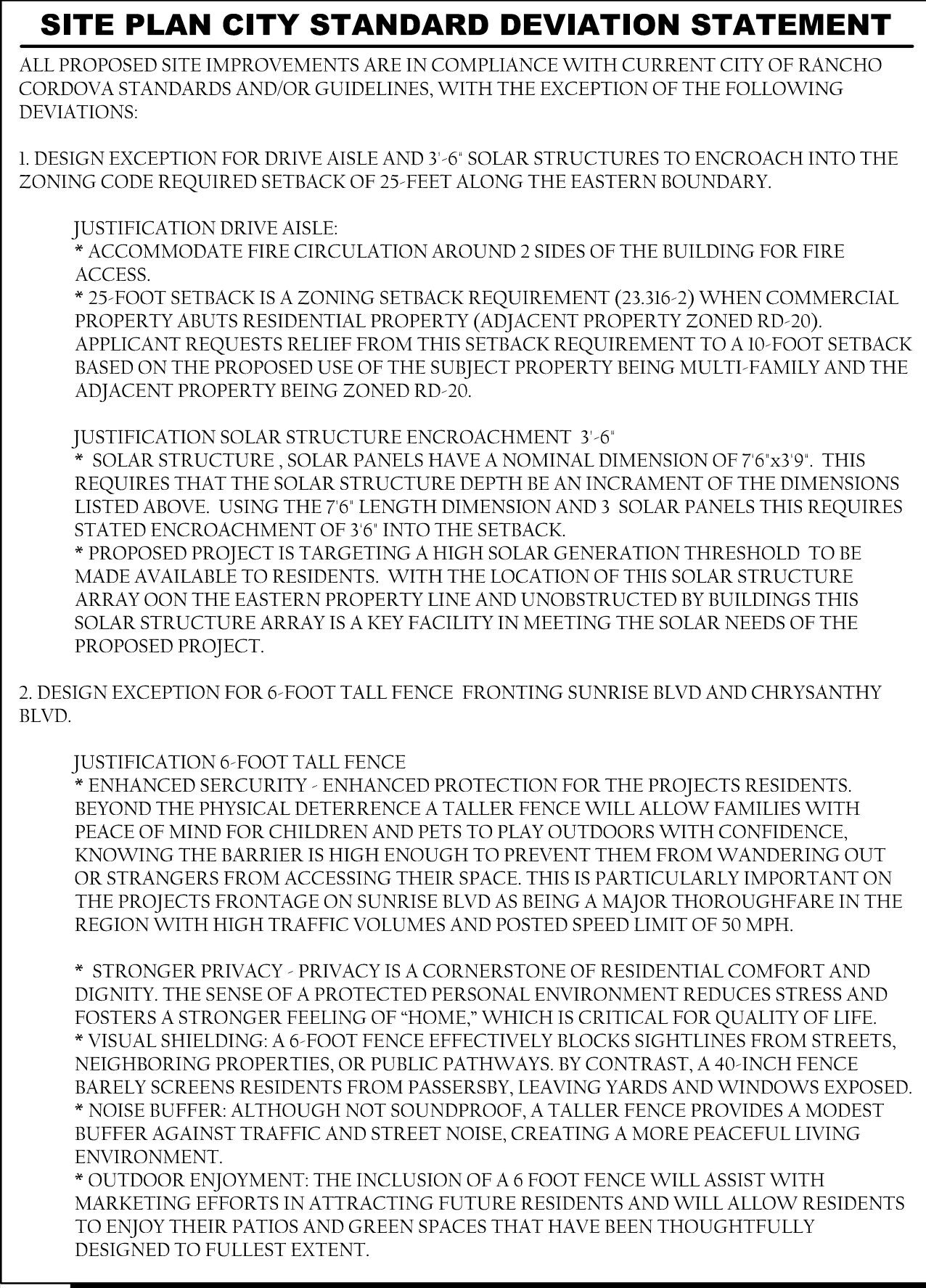
SEPTEMBER 12, 2025

ASTERIA FLATS APARTMENTS

CI.0 EXISTING CONDITIONS PLAN

SEC Sunrise Blvd & Chrysanthy Blvd
Rancho Cordova, CA 95742; APN: 067-0430-018

Proposed By: LINCOLN AVENUE COMMUNITIES
4101 Wilshire Bld, 11th Floor
Santa Monica, CA 90401



<u>PARKING SUMMARY</u>	
<u>MAXIMUM PARKING REQUIRED/REQUESTED</u>	<u>MINIMUM PARKING REQUIRED</u>
PER GOVERNMENT CODE 65915(P)(1)	PER RCMC CODE TABLE 23.719-1
ONE BEDROOM; 1 SPACE/UNIT; 60 UNITS X 1.0 = <u>60 SPACES</u>	ONE BEDROOM; 1 SPACE/UNIT; 60 UNITS X 1.0 = <u>60 SPACES</u>
TWO BEDROOM; 1.5 SPACE/UNIT; 60 UNITS X 1.5 = <u>90 SPACES</u>	TWO BEDROOM; 2 SPACE/UNIT; 60 UNITS X 2 = <u>120 SPACES</u>
THREE BEDROOM; 1.5 SPACE/UNIT; 58 UNITS X 1.5 = <u>87 SPACES</u>	THREE BEDROOM; 2 SPACE/UNIT; 58 UNITS X 2 = <u>116 SPACES</u>
FOUR BEDROOM; 2.5 SPACE/UNIT; 58 UNITS X 2.5 = <u>145 SPACES</u>	FOUR BEDROOM; 2 SPACE/UNIT; 58 UNITS X 2 = <u>116 SPACES</u>
GUEST PARKING; 0 SPACE/UNIT; 236 UNITS X 0 = <u>0 SPACES</u>	GUEST PARKING; 0.2 SPACE/UNIT; 236 UNITS X 0.2= <u>48 SPACES</u>
TOTAL PARKING REQUIRED = <u>382 SPACES</u>	TOTAL PARKING REQUIRED = <u>460 SPACES</u>
<u>TOTAL PROVIDED PARKING - SUMMARY</u>	
PARKING FACILITY = 460 SPACES	
TOTAL PARKING PROVIDED = <u>460 SPACES</u>	

CBC (2022) EV & ACCESSIBLE PARKING REQUIREMENTS

REQUIRED EV PARKING - CBC CALGREEN - RESIDENTIAL MANDATORY	REQUIRED NON EV PARKING
ELECTRIC VEHICLE CHARGING PARKING 4.106.4.2	NON EV PARKING FACILITY:
EV READY (EVR) PER 4.106.4.2.2.1.B (40%)	
EV CHARGER (EVCS) PER 4.106.4.2.2.2.B (10%)	
	230
	184
	46

REQUIRED ACCESSIBLE PARKING - CBC 11B			
	STANDARD	VAN	AMBLTY
EVCS PARKING (PER CBC 11B-228.3.2 = 3 SPACES)	1	1	1
EVR PARKING (PER CBC = 0 SPACES)*	0	0	0
5% MOBILITY UNITS (PER CBC 11B-233.236*0.05 = 12 SPACES)	10	2	0
STANDARD (PER TABLE 11B-208.2 (460-12-46)=412=9 SPACES)**	7	2	0
SUBTOTAL ACCESSIBLE PARKING	18	5	1

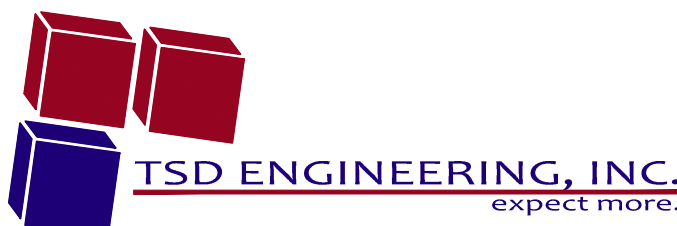
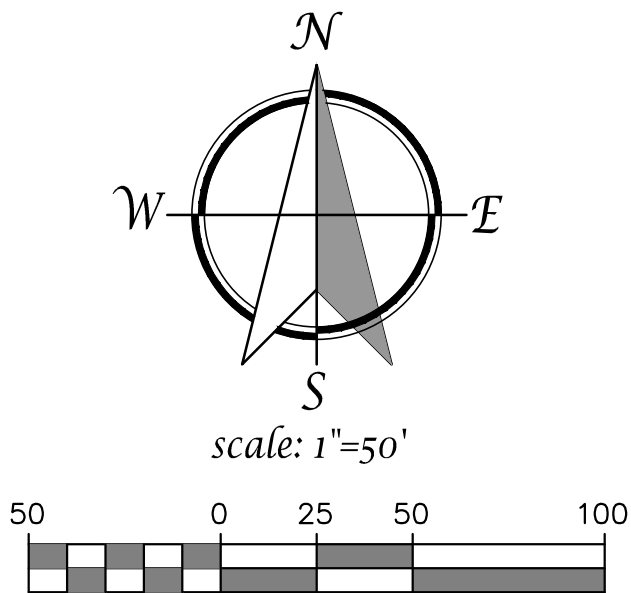
NOTE:

* PER CHAPTER 11B NO REQUIREMENT FOR EVR FOR ACCESSIBLE PARKING (COUNT AS NON-EV).

** FOR PURPOSE OF CALCULATION SUBTRACT MOBILITY UNITS AND EVCS PARKING.

PROVIDED - PARKING SCHEDULE & SUMMARY													
PARKING FACILITY	ACCESSIBLE		PARKING SPACE TYPE								PARKING		SUBTOTAL
	STD	VAN	EV PARKING				EVCS (10%)				CMPCT	STD	
			EV	(40%)		EVCS	(10%)		AMB	TAISLE			
	●	●	STD	ACS	VAN	STD	ACS	VAN	AMB	TAISLE			
SURFACE UNCOVERED	17	4	184	0	0	41	1	1	1	2	38	171	460
TOTAL	21		184			46					208		TOTAL460

<u>CITY REQUIRED BICYCLE SUMMARY</u>	<u>PROVIDED - BICYCLE PARKING</u>
PER RCMD 23.719.110	
SHORT TERM = 10% OF REQUIRED VEHICLE PARKING SPACES	SHORT TERM BIKE SPACES = <u>46 SPACES</u>
460 SPACES * 0.10 = <u>46 SHORT TERM SPACES REQUIRED</u>	LONG TERM BIKE SPACES = <u>24 SPACES</u>
LONG TERM = 5% OF REQUIRED VEHICLE PARKING SPACES	
460 SPACES * 0.05 = <u>23 LONG TERM SPACES REQUIRED</u>	



785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

SEPTEMBER 12, 2025



SITE LEGEND:

- BUILDING AREA
- LANDSCAPE AREA
- COMMON AREA W/AMENITIES
- ASPHALT PAVEMENT
- SIDEWALK
- CONCRETE
- PARKING LOT SOLAR STRUCTURE

SITE NOTES:

- 1 CURB
- 2 SIDEWALK-HARDSCAPE
- 3 ACCESSIBLE CURB RAMP
- 4 CROSSWALK
- 5 STOP LEGEND WITH SIGN
- 6 PAVEMENT LEGEND
- 7 FOR PARKING SCHEDULE TOTAL SEE SHEET C2.0
- 8 STANDARD PARKING STALL 9'x19'
- 9 COMPACT PARKING STALL 9'x19'
- 10 ACCESSIBLE PARKING & LOADING
- 11 EVCS PARKING STALL 9'x19'
- 12 ACCESSIBLE EVCS PARKING STALL 9'x19'
- 13 AMBULATORY EVCS PARKING STALL 10'x19'
- 14 LOADING EVCS PARKING STALL 9'x19'
- 15 EVR PARKING STALL 9'x19'
- 16 BIKE PARKING -RACK NUMBER SHOWN
- 17 COVERED & SECURE BIKE PARKING NUMBER SHOWN
- 18 MOUNTAIN SIGN
- 19 COMMON AREA SPACE - REFERENCE LANDSCAPE PLANS
- 20 TRASH ENCLOSURE
- 21 SOLAR STRUCTURE
- 22 6-FOOT STEEL TUBE ARCHITECTURAL FENCE
- 23 PEDESTRIAN GATE
- 24 VEHICLE SLIDING GATE
- 25 VEHICLE SWING GATE
- 26 TRANSFORMER
- 27 SITE PARKING LOT LIGHT
- 28 FIRE HYDRANT
- 29 FIRE DEPARTMENT CONNECTION

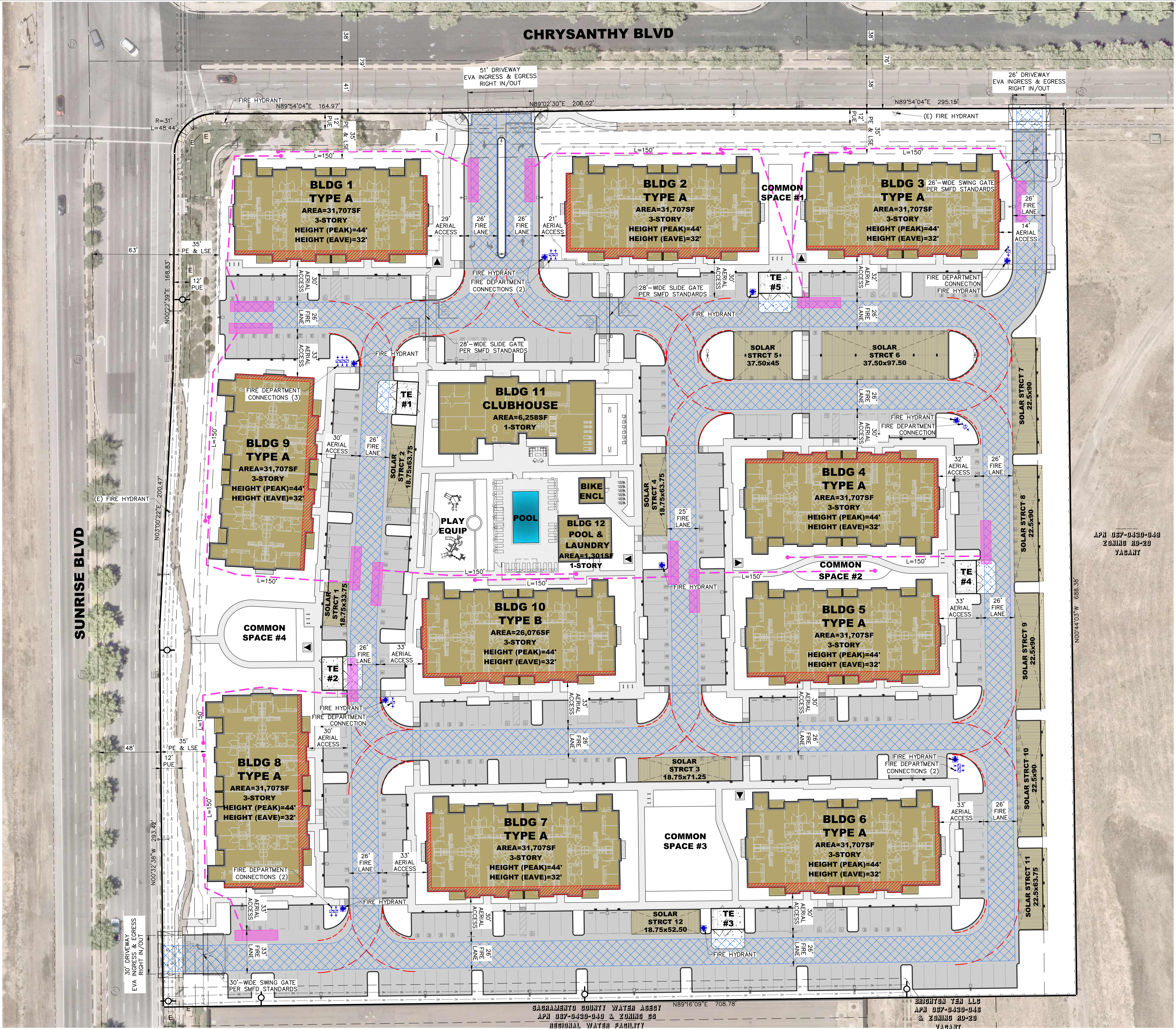
ASTERIA FLATS APARTMENTS

C2.1 PRELIMINARY SITE PLAN

SEC Sunrise Blvd & Chrysanthy Blvd
Rancho Cordova, CA 95742; APN: 067-0430-018

Proposed By: LINCOLN AVENUE COMMUNITIES
4101 Wilshire Blvd, 11th Floor
Santa Monica, CA 90401

North arrow pointing up, labeled 'N'. Scale bar: 1"=30'.
30 0 15 30 60
TS&D ENGINEERING, INC.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
SEPTEMBER 12, 2025



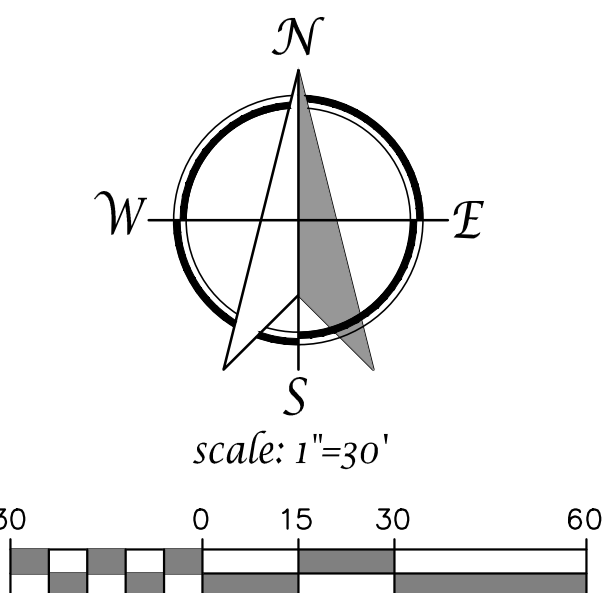
UTILITY LEGEND		
DESCRIPTION	PROPOSED	EXISTING
FIRE LANE		
FIRE TURN RADIUS		
FIRE HYDRANT		
FIRE DEPT CONNECTION		
150' FIRE HOSE REACH		
POSSIBLE FIRE ENGINE APPARATUS STAGING AREA		
AERIAL ACCESS SIDE OF BLDG		
AERIAL ACCESS SIDE OF STRUCTURE (TO BUILDING EAVES)		

FIRE ACCESS LANE NOTES

- FIRE DEPARTMENT CONNECTIONS (FDC) SHALL BE LOCATED ON THE PROJECT SITE AT LEAST 40 FEET FROM THE BUILDING THAT IT SERVES AND WITHIN 10 TO 40 FEET OF A FIRE HYDRANT. FIRE HYDRANT AND FDC SHALL BE LOCATED ON THE SAME SIDE OF THE FIRE ACCESS ROUTE SO THAT HOSES DO NOT OBSTRUCT INCOMING APPARATUS.
- FIRE DEPARTMENT ACCESS ROUTES SHALL BE CONSTRUCTED TO A 26-FOOT MINIMUM WIDTH WITH NO PARKING ON EITHER SIDE FOR AERIAL FIRE APPARATUS. ROUTES SHALL PROVIDE A MINIMUM 13-FOOT 6-INCH VERTICAL CLEARANCE AND TURNING RADIUS OF 25-FEET INSIDE AND 50 FEET OUTSIDE. AERIAL APPARATUS ACCESS ROADS SHALL BE PROVIDED ON AT LEAST 2 INTERSECTING BUILDING SIDES.
- FIRE ACCESS ROUTES WHEN REQUIRED, 'NO PARKING FIRE LANE' SIGNS AND/OR RED PAINTED CURBS SHALL BE INSTALLED PER SMFD GUIDELINES AND THE CALIFORNIA FIRE CODE. ALL RAISED CURBS IN 'NO PARKING FIRE LANE' AREAS SHALL BE PAINTED RED WITH APPROVED TRAFFIC GRADE PAINT. LETTERING SHALL BE WHITE STENCIL, 3 INCHES TALL WITH A 1/4 INCH STROKE. STENCILING SHALL BE LOCATED EVERY 25 FEET. SIGNS SHALL BE POSTED EVERY 30 FEET. FIRE LANES WILL BE ENFORCED DURING CONSTRUCTION.
- VEHICLE GATES & PEDESTRIAN GATES OBSTRUCTING FIRE ACCESS ROUTES SHALL COMPLY WITH THE SMFD EMERGENCY ACCESS GATES AND BARRIERS STANDARD.

APN 067-0430-049
ZONING RD-20
YABANT

N0044'03"W 688.38'



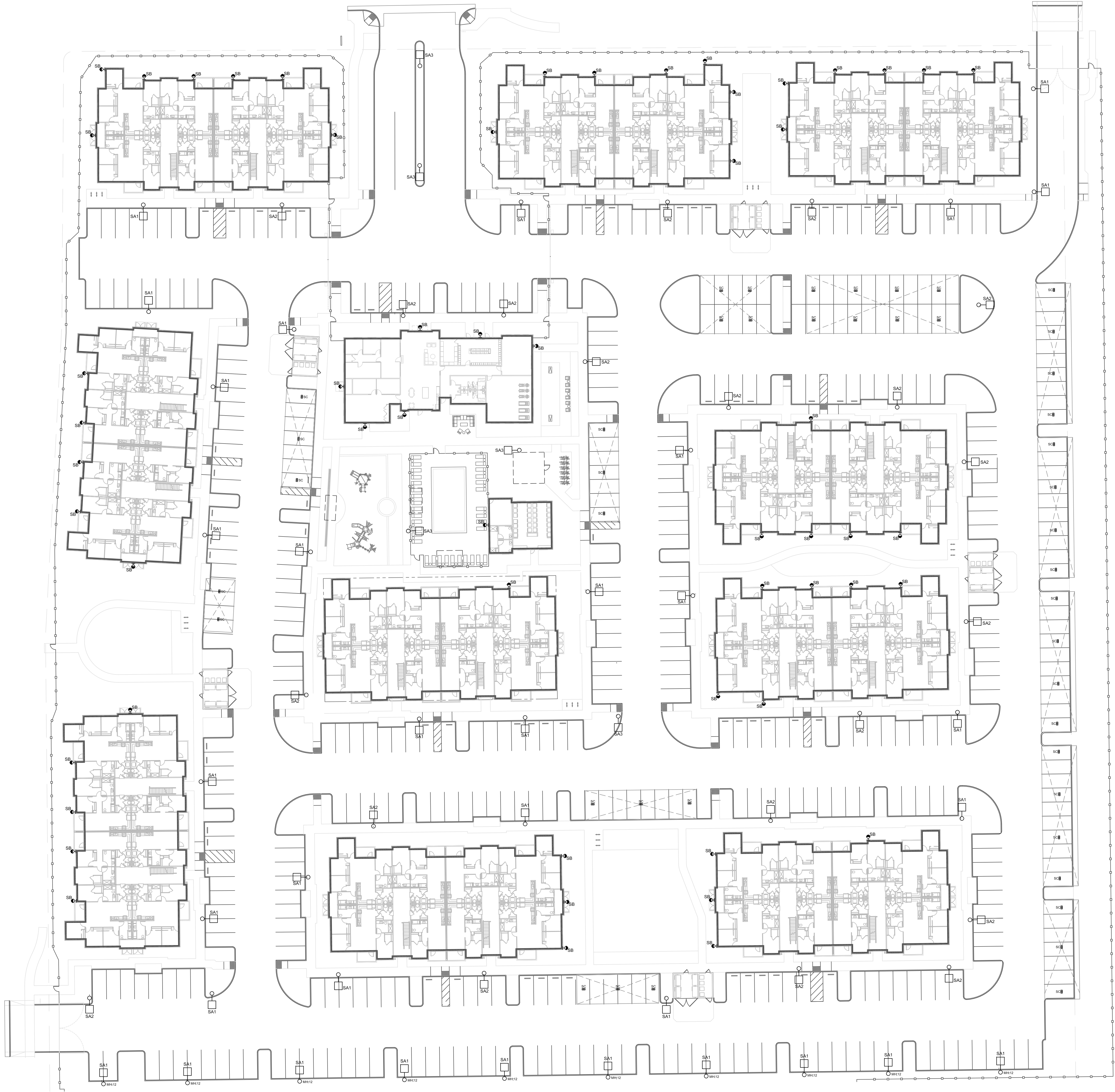
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expect more.
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Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

SEPTEMBER 12, 2025

ASTERIA FLATS APARTMENTS C3.0 PRELIMINARY FIRE ACCESS PLAN

SEC Sunrise Blvd & Chrysanthy Blvd
Rancho Cordova, CA 95742; APN: 067-0430-018

Proposed By: LINCOLN AVENUE COMMUNITIES
4101 Wilshire Blvd, 11th Floor
Santa Monica, CA 90401



LIGHT FIXTURE SCHEDULE						
Type	Description	Manufacture	Model #	Lamps	Watts	Notes
SA1	20' LED Pole Fixture	ILP Lighting	VAS2 16L U CCTS T3 PMB BRZ FSP301/L3	LED	92	Provide Motion Dimming Sensor Per Calif Energy Code
SA2	20' LED Pole Fixture	ILP Lighting	VAM2 24L U CCTS T4 PMB BRZ FSP301/L3	LED	152	Provide Motion Dimming Sensor Per Calif Energy Code
SA3	20' LED Pole Fixture	ILP Lighting	VAM2 28L U CCTS T5 PMB BRZ FSP301/L3	LED	170	Provide Motion Dimming Sensor Per Calif Energy Code
SB	LED Wall Pak	Lumark	AXCS2A	LED	16	
SC	LED Carport	ILP Lighting	WTZ2 2L U 40 RAFL	LED	19	

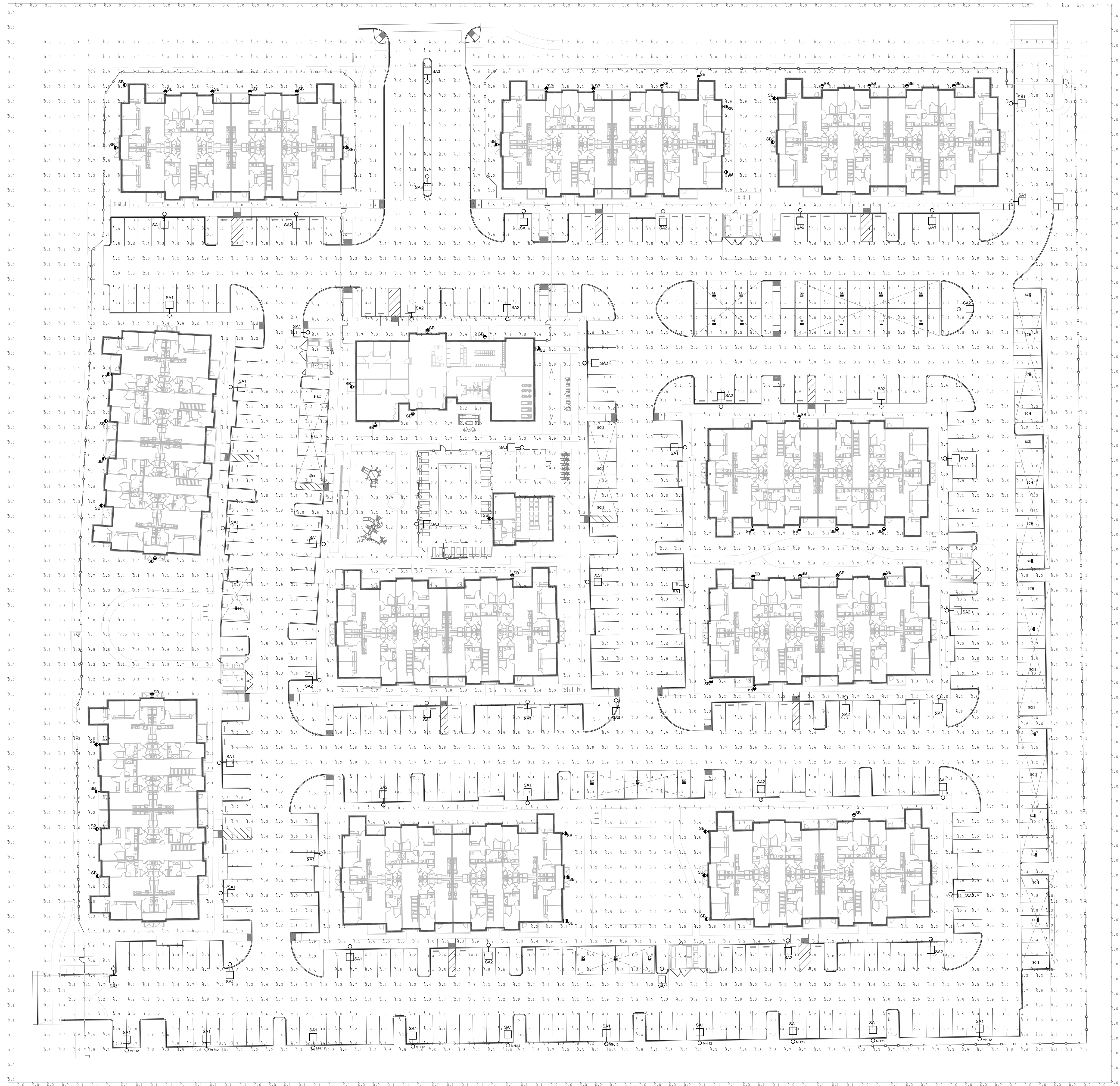
SITE LIGHTING
SCALE: 1" = 30'-0"

ASTERIA FLATS APARTMENTS E2.0 PRELIMINARY SITE LIGHTING PLAN

SEC Sunrise Blvd & Chrysanthy Blvd
Rancho Cordova, CA 95742; APN 067-0430-018

Proposed By: LINCOLN AVENUE COMMUNITIES
4101 Wilshire Blvd, 11th Floor
Santa Monica, CA 90401





SITE PHOTOMETRIC
SCALE: 1" = 30'-0"

ASTERIA FLATS APARTMENTS E2.1 PRELIMINARY SITE PHOTOMETRIC PLAN

SEC Sunrise Blvd & Chrysanthy Blvd
Rancho Cordova, CA 95742; APN 067-0430-018

Proposed By: LINCOLN AVENUE COMMUNITIES
4101 Wilshire Blvd, 11th Floor
Santa Monica, CA 90401




**PRODUCT
OVERVIEW**

 SCAN OR
CLICK HERE

FEATURES

- Features field-swappable IES optic distributions for application-specific flexibility.
- Provides field-selectable lumen output and CCT to reduce SKUs and simplify stocking.
- Delivers precise, uniform illumination with advanced optical performance with up to 179 LPW
- Ensures long-term reliability with IP66-rated die-cast aluminum housing and UV-stabilized optics.
- Supports advanced control options, including Bluetooth programmable sensors, photocells, and bi-level dimming.
- Simplifies installation with versatile mounting configurations designed for quick one-person setup.

DIGITAL NAVIGATION

Explore the spec sheet through the links below

[ORDERING GUIDE](#)
[LED SYSTEMS TABLE](#)
[LINE DRAWINGS](#)
[QUICK SHIP](#)
[CONTROLS](#)
[PHOTOMETRIC DATA](#)


VAS2 Small

VAM2 Medium

VAL2 Large

SUITABLE APPLICATIONS

- Parking Lots
- Parks
- Hospitals
- Shopping Centers
- Parking Structure
- Education
- Car Dealerships
- Roadways

CERTIFICATIONS



SPECIFICATIONS

CONSTRUCTION

The Viewpoint series features a slim profile die-cast aluminum housing available in 3 different sizes for a fully scalable solution. The fully gasketed housing is IP66 rated for whole luminaire ingress protection against moisture and environmental contaminants. The Viewpoint's low-profile design results in a low EPA, allowing pole optimization to thinner or smaller size pole shafts. Vibration rated per ANSI C136.31 on all mountings (see table on page 3). The Viewpoint Series is protected with a durable bronze polyester powder coat finish to withstand extreme weather changes without cracking or peeling. Salt Spray tested for 500 hrs.

OPTICS

The IP66 silicone gasket sealed optical chamber utilizes proprietary, Field Swappable, polycarbonate refractive optics to provide exceptional coverage and uniformity in IES Types 3, 4, or 5. Available in Field Selectable 3000K, 4000K, & 5000K color temperatures per ANSI C78.377. Minimum CRI of 80. Optional field installed 3-sided glare shield accessory is available for on-site external house side protection.

ELECTRICAL

Class 1 High-performance drivers features over-voltage, under-voltage, short circuit and over temperature protection. 0-10V dimming (10% - 100%) standard. Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (277-480 Vac). L80 >100,000 hrs. in accordance with IESNA TM-21-19 projected values at 25°C Ambient temperature. Total harmonic distortion: <20%. Power factor: >0.90. Input power stays constant over life. Minimum 6kV surge rating meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2). Additional protection is available in 10kV and 20kV options.

THERMAL

The Viewpoint Series features an array of High-efficacy LED's mounted on a metal core circuit board. The LED boards are mounted directly to the cast aluminum housing with heat dissipating fins to provide excellent thermal performance extending the life of electronic components. Operating Ambient Temperature: -40°C to +50°C (-40°F to 122°F).

INSTALLATION

The versatile Viewpoint comes with 4 mounting method options. A fully adjustable Slip fitter (SLPF) to mount to any vertical or horizontal tenon 2" pipe (2-3/8" OD), adjustable pole mounting bracket (PMB) for Square or 4-5" Round Poles, an adjustable wall mount bracket, and an adjustable surface conduit box. 3' 600V power cord(s) provided standard with 0-10V dimming (10-100%).

CONTROLS

Factory installed 3-Pin & 7-Pin ANSI C136.41 Control Receptacle Options available. Dusk to Dawn twist lock photocells sold separately (See accessories). Optional PIR sensors available installed in housing hinged door. See controls section for detailed information on standalone and wireless control options.

WARRANTY

5 Year Warranty Standard; 10 Year Warranty Optional ([Terms and Conditions apply](#)).

CERTIFICATIONS

ETL Listed for wet locations. Tested in accordance with IESNA LM-79 and LM-80 standards. RoHS Compliant. Title 24 Compliant; see local ordinance for qualification information. IP66 rated Luminaire per IEC 60598. IP66 rated optical chamber.

ORDERING GUIDE

PART # **VAS2 16L U CCTS T3 PMB BRZ**

Example: VAS2-20L-U-CCTS-T3-SPLF-BRZ-NURO-SP1-10YR

VAS2	16L	U	CCTS	T3	PMB
SERIES	LUMENS	VOLTAGE	CCT	LENS/OPTIC	MOUNTING
VAS2 Viewpoint Area Light 2.0 Small	16L/20L/23L 16L 20L	U 120-277V HV High Voltage 277-480V	CCTS Select (3000K, 4000K , 5000K)	T3 Type 3 Medium T4 Type 4 Medium (Standard) T5 Type 5	SPLF 2-3/8" Adjustable Slip Fitter PMB Pole Mount Bracket (Standard) *See accessories for Wall Mounting Accessories
VAM2 Viewpoint Area Light 2.0 Medium	24L/28L/31L 24L 28L				
VAL2 Viewpoint Area Light 2.0 Large	32L/38L/46L 32L 38L				

BRZ	CONTROLS OPTIONS	PROTECTION	WARRANTY
FINISH	ADVANCED		
BRZ Bronze	BLANK None	BLANK 6kV	BLANK 5 Year
BLK ¹ Black	CR3 3-Pin NEMA Control Receptacle	SP1 ⁴ 10KA Max 120-277V Surge Protector	10YR ² 10 Year
SLV ¹ Silver	CR7 ⁷ 7-Pin NEMA Control receptacle	SP2 ⁴ 20KA Max 120-277V Surge Protector	
WHT ¹ White	CR7/FSP 7-Pin NEMA Control receptacle w/ sensor	SP1HV 10KA Max 277-480V Surge Protector	
NAT ¹ Natural Aluminum	FSP301/Lx ^{3,10} Legrand FSP301 Sensor (X = Mounting Height 3=10-20', 7=20-40')	SP2HV 20KA Max 277-480V Surge Protector	
RALxxxx ¹ Custom Color	NURO ^{3,10} NUROAir Plug n Play Bluetooth Groupable Sensor		

SHIP WITH ACCESSORIES			
BLANK None	TLPC/HV ⁵ 277-480V Twist Lock Photocell		
VAX2 Tx Lens ¹² Field Swap Optic (y= Type 3 or Type 5 optic) (x= size; S-small, M-Medium, L-Large)	TLPC/UNV ^{4,5} 120-277V Twist Lock Photocell		
VAX2/GS ⁸ Glare Shield (x=Size; S-Small, M-Medium, L-Large)	VAX2/BIRD Bird Spikes (x=Size; S-Small, M-Medium, L-Large)		
TL7/B2 ^{4,6} TL7/HVG - Synapse Wireless	+VA/WMB/xxx ^{1,11} Adjustable Wall Mount Bracket (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)		
JP275 ⁵ Shorting Cap	+VA/SMB/xxx ^{1,11} Adjustable Surface Conduit Box (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)		

FOOTNOTES

¹ Bronze finish standard, Consult factory for pricing & availability of other finishes; subject to longer lead-times

² Requires additional surge protection (SP1, SP2); For additional details see general terms and conditions

³ Requires Bluetooth Enabled device for programming (provided by others)

⁴ Not Available with HV option

⁵ Only compatible with CR3 and CR7

⁶ CR7 required, consult factory for site layout

⁷ Dimming leads will be wired to the receptacle unless otherwise specified

⁸ Not DLC listed

⁹ Contact factory for pricing and availability

¹⁰ Must select lumen output, not available with lumen selectable

¹¹ Requires PMB mounting bracket

¹² Not available with T4 optic

CONTINUE TO NEXT PAGE

QUICK SHIP ITEMS

PRODUCT	DESCRIPTION	UPC CODE
VAS2-16L/20L/23L-U-CCTS-T4-PMB-BRZ	Viewpoint Small, 16,000-20,000-23,000 Lumens, CCT Selectable 30-40-50, PMB, T4, Bronze Finish	790492386002
VAM2-24L/28L/31L-U-CCTS-T4-PMB-BRZ	Viewpoint Medium, 24,000-28,000-31,000 Lumens, CCT Selectable 30-40-50, PMB, T4, Bronze Finish	790492386019
VAL2-32L/38L/46L-U-CCTS-T4-PMB-BRZ	Viewpoint Large, 32,000-38,000-46,000 Lumens, CCT Selectable 30-40-50, PMB, T4, Bronze Finish	790492386026

QUICK SHIP ACCESSORIES			
BLANK	None	+VA/WMB/xxx ^{1,11}	Adjustable Wall Mount Bracket (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)
VAX2 Tx Lens ¹²	Field Swap Optic (y= Type 3 or Type 5 optic) (x= size; S-small, M-Medium, L-Large)	+VA/SMB/xxx ^{1,11}	Adjustable Surface Conduit Box (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)
TLPC/HV ⁵	277-480V Twist Lock Photocell		
TLPC/UNV ^{4,5}	120-277V Twist Lock Photocell		

FOOTNOTES

¹ Bronze finish standard, Consult factory for pricing & availability of other finishes; subject to longer lead-times

² Requires additional surge protection (SP1, SP2); For additional details see general terms and conditions

³ Requires Bluetooth Enabled device for programming (provided by others)

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⁵ Only compatible with CR3 and CR7

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⁹ Contact factory for pricing and availability

¹⁰ Must select lumen output, not available with lumen selectable

¹¹ Requires PMB mounting bracket

¹² Not available with T4 optic

LED SYSTEMS INFO

LED SYSTEMS INFO ¹	LENS	3000K		4000K		5000K		WATTS ²	BUG RATINGS
		Lumens	Efficacy	Lumens	Efficacy	Lumens	Efficacy		
VAS2-16L	T3	14593	157.1	15524	172.6	15233	165.5	92	B3-U0-G3
	T4	14755	158.8	15697	174.5	15402	167.3		B2-U0-G3
	T5	15006	161.4	15964	177.3	15665	170.0		B4-U0-G2
VAS2-20L	T3	18003	156.6	19152	172.0	18793	164.9	113	B3-U0-G3
	T4	18203	158.3	19365	173.9	19002	166.8		B3-U0-G3
	T5	18513	160.8	19694	176.7	19325	169.5		B4-U0-G2
VAS2-23L	T3	21640	153.4	23252	170.5	22755	162.8	139	B3-U0-G3
	T4	21880	155.1	23276	170.4	22840	163.4		B3-U0-G3
	T5	22252	157.6	23674	172.8	23576	167.5		B4-U0-G2
VAM2-24L	T3	23816	154.7	25184	169.6	25055	164.1	152	B3-U0-G3
	T4	23757	154.1	25122	168.9	24993	163.4		B3-U0-G3
	T5	24539	159.3	25948	174.6	25816	168.9		B4-U0-G2
VAM2-28L	T3	26790	155.4	28329	170.4	28185	164.8	170	B3-U0-G3
	T4	26724	154.8	28260	169.7	28115	164.2		B3-U0-G3
	T5	27604	160.0	29189	175.4	29040	169.7		B4-U0-G2
VAM2-31L	T3	30273	148.5	31970	162.6	31771	157.0	195	B3-U0-G3
	T4	30199	147.9	31933	162.2	31770	156.9		B3-U0-G3
	T5	31192	152.9	32887	167.2	32358	159.7		B4-U0-G2
VAL2-32L	T3	29885	158.1	32050	176.9	32223	173.3	186	B4-U0-G4
	T4	29427	155.7	31560	174.2	31730	170.7		B3-U0-G5
	T5	30375	159.9	32576	178.9	32752	175.3		B5-U0-G3
VAL2-38L	T3	34860	155.5	37385	174.0	37385	170.4	220	B4-U0-G4
	T4	34326	153.1	36813	171.3	36813	167.8		B3-U0-G5
	T5	35432	157.2	37999	175.9	37999	172.3		B5-U0-G3
VAL2-46L	T3	44039	152.1	47048	169.8	46839	164.6	284	B4-U0-G4
	T4	43365	149.8	46507	167.6	46758	164.2		B4-U0-G4
	T5	44762	153.8	47908	172.1	47753	167.5		B5-U0-G3

¹ Values are nominal, see IES file for more detail

² Electrical data at 25C (77F). Actual wattage may differ by +/-10%

ELECTRICAL DATA (AMPS)*

Lumen Package	W	120V	208V	240V	277V	347V	480V
VAS-14L	92	0.76	0.44	0.38	0.33	0.26	0.19
VAS-17L	113	0.95	0.55	0.47	0.41	0.33	0.24
VAS-21L	139	1.16	0.67	0.58	0.50	0.40	0.29
VAM-21L	152	1.27	0.73	0.63	0.55	0.44	0.32
VAM-24L	170	1.42	0.82	0.71	0.61	0.49	0.35
VAM-28L	195	1.63	0.94	0.81	0.71	0.56	0.41
VAM-33L	186	1.55	0.89	0.77	0.67	0.54	0.39
VAM-37L	220	1.83	1.06	0.92	0.79	0.63	0.46
VAM-42L	284	2.37	1.37	1.18	1.03	0.82	0.59

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

GS External Glare Shield

Rotatable 3-sided field installable external glare shield. Shown with small housing.



RECOMMENDED LUMEN MAINTENANCE¹

AMBIENT TEMP C	INITIAL ²	25k hr ²	50k hr ²	75k hr ³	100k hr ³
0 C	1	0.96	0.93	0.9	0.88
10 C	1	0.96	0.93	0.9	0.88
20 C	1	0.96	0.93	0.9	0.88
25 C	1	0.96	0.93	0.9	0.88
30 C	1	0.96	0.93	0.9	0.88
40 C	1	0.95	0.93	0.89	0.87
50 C	1	0.95	0.9	0.86	0.84

¹ Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
² In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
³ In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing"

CONTROLS OPTIONS

ADVANCED

NUROAir by ILLUMUS

NUROAir Plug n Play Bluetooth Sensor is the optimal groupable controls lighting solution. With main features such as Plug and Play, PIR Motion Sensing, Occupancy/Vacancy and Photocell (BLK) - this flexibility makes the NUROAir Plug n Play Sensor ideal for tailoring lighting to specific space needs, optimizing both ambiance and efficiency. The NUROAir App, available for download on iOS and Google Play Store, offers a user-friendly interface for automatic or manual customization of your space. Through the app, users can configure sensor settings such as the Light Output, CCT, Hold Time, Standby Time/Level, High/Low End Trim, Background Light Level, Set Schedules, and Control Lighting Groups or Zones, all from a mobile or tablet device. Manual control is also available with a range of compatible wireless & wired wall switch options.



Click Here or Scan Code
 to Learn More About

NUROAir Bluetooth Controls

BASIC

CRxP

3-Pin or 7-pin ANSI C136.41-2013 control receptacle option available for NEMA twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring). x = Number of pins (3 or 7).

FSP301/Lx

Optional Bluetooth Programmable PIR sensor allows for Continuous Dimming, Motion and/ or daylight harvesting, Fully adjustable high/low dimmed light levels, and Adjustable time delay/ cutoff delay. The sensor is programmed via a free iOS[®] or Android[®] Sensor Configuration App (compatible device provided by others). Available in 10'-20' or 20'-40' mounting lenses. See coverage patterns below, L7=20'-40', L3=10'-20'.

Default Settings:

- High Mode: 100% Output
- Low Mode: 10% Output
- Time Delay: 5 mins
- Cutoff: 1 hr
- Sensitivity: High
- Photocell: Disabled
- Continuous Dimming: Disabled

ADVANCED

Synapse (TL7)

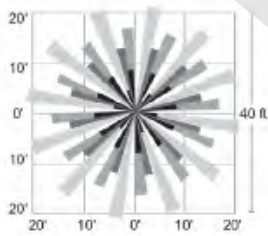
Utilizing a robust 2.4 GHz Self-Healing Mesh Network, Synapse provides flexibility and scalability making it a perfect outdoor solution for both new construction and retrofit projects. The easy-to-use web application is accessible on any device with an internet connection and allows for complete customization of the system and its features. External radio (TL7) includes (1) low voltage input for a Wattstopper sensor, available in both universal(120-277V) or high voltage (480V). Sensors available in 20' or 40' mounting lenses. See coverage patterns below. Sensor mounted on hinged driver cover.



COVERAGE PATTERNS

FSP301/L3

Top View

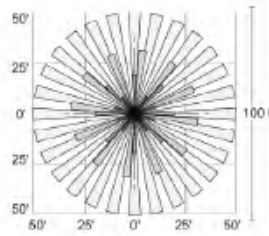


Side View

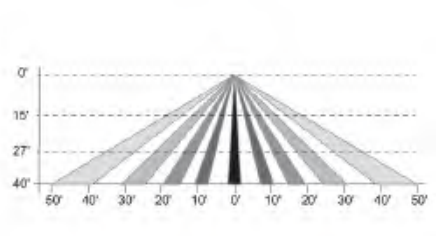


FSP301/L7

Top View

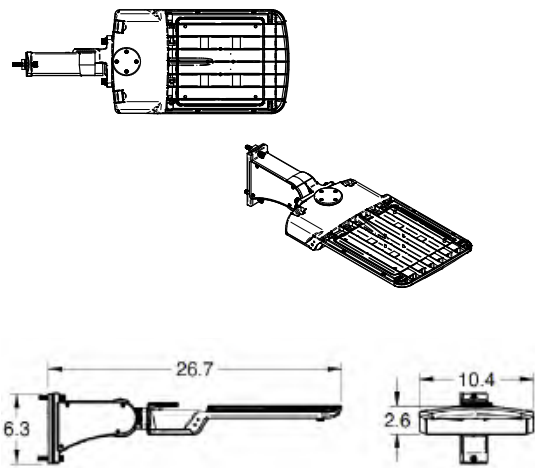


Side View



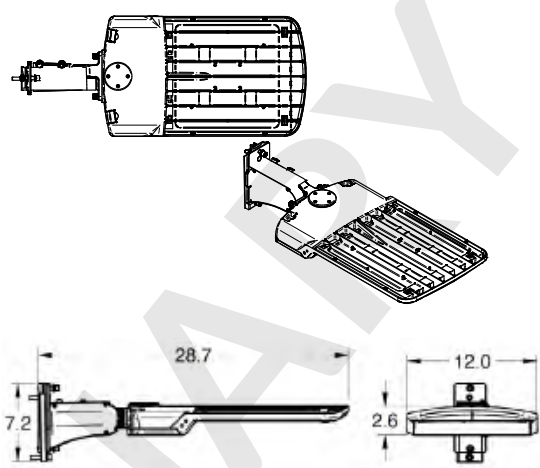
LINE DRAWINGS

VAS2 Pole Mount Bracket (PMB)



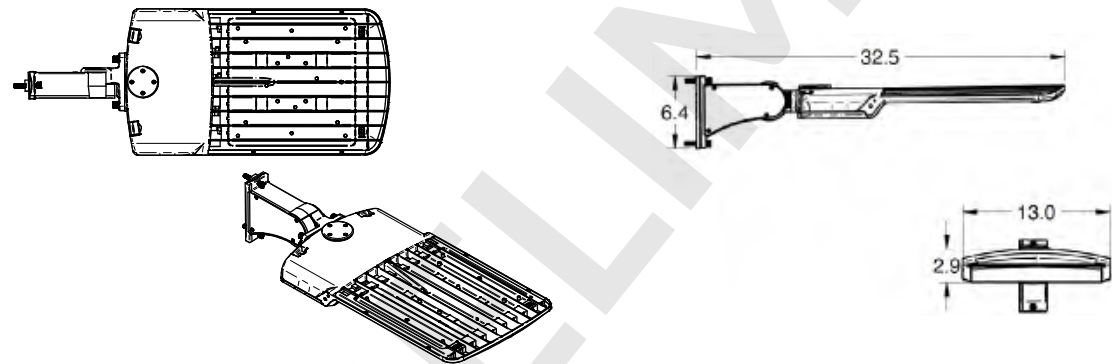
*Suitable for Square or 4"-5" Round Poles

VAM2 Pole Mount Bracket (PMB)



*Suitable for Square or 4"-5" Round Poles

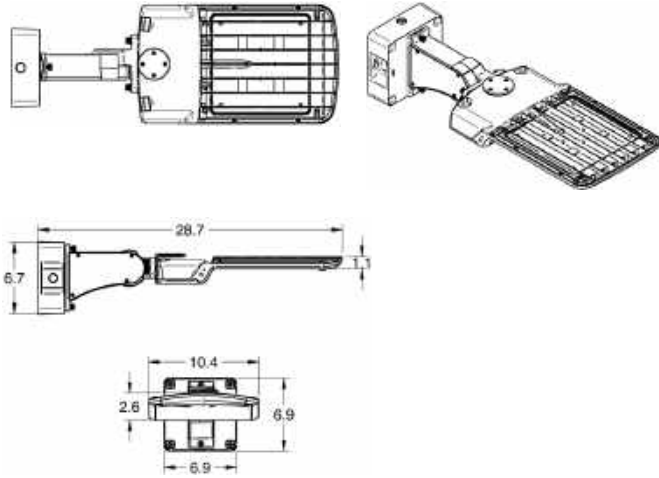
VAL2 Pole Mount Bracket (PMB)



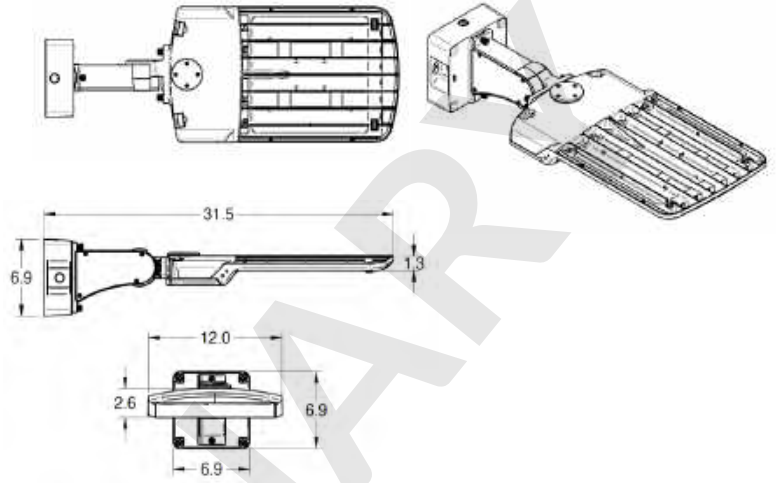
*Suitable for Square or 4"-5" Round Poles

LINE DRAWINGS (Continued)

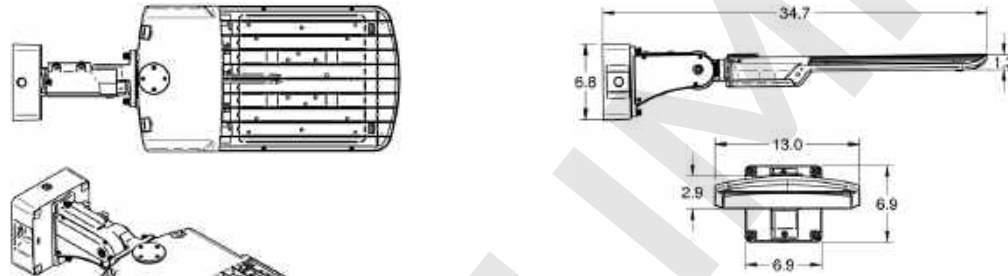
VAS2 Surface Conduit Box (SMB)



VAM2 Surface Conduit Box (SMB)

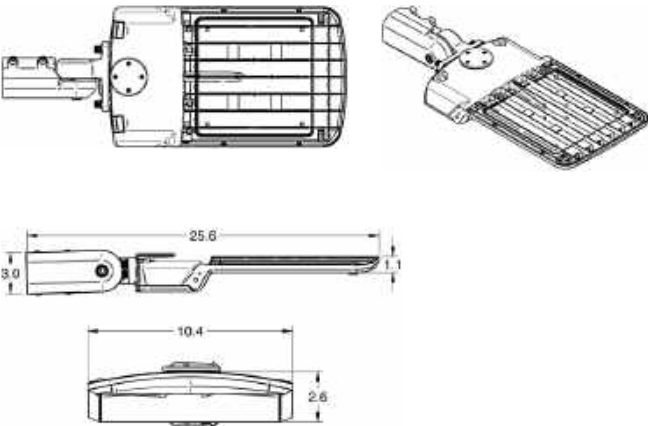


VAL2 Surface Conduit Box (SMB)

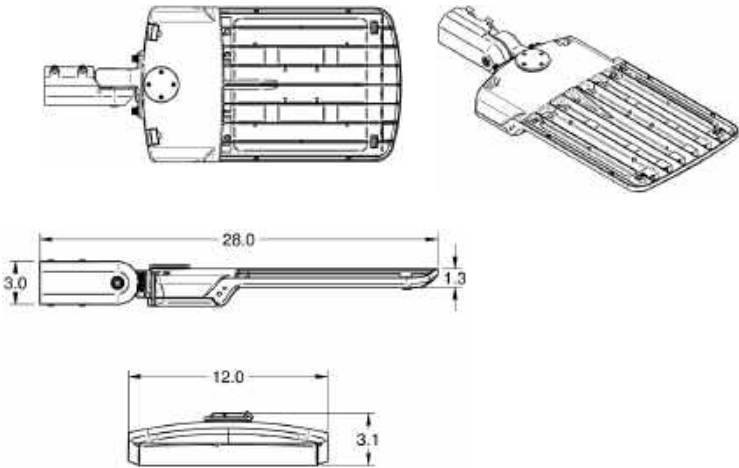


LINE DRAWINGS (Continued)

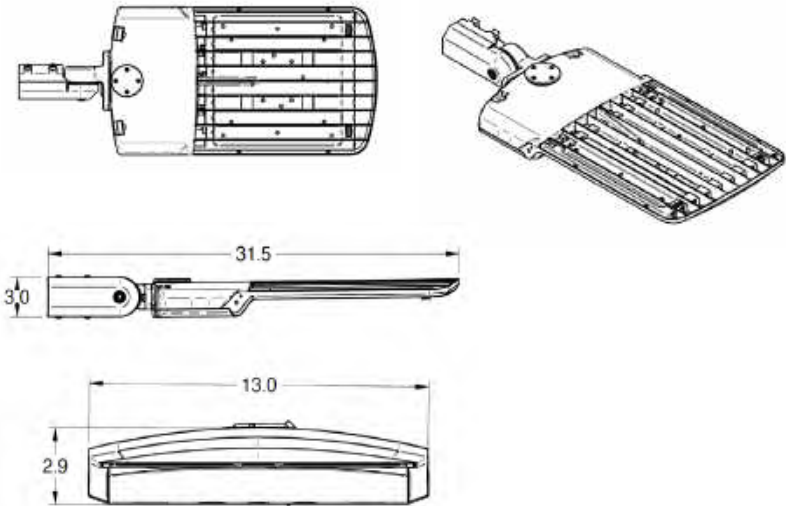
VAS2 Adjustable Slip Fitter (SPLF)



VAM2 Adjustable Slip Fitter (SPLF)

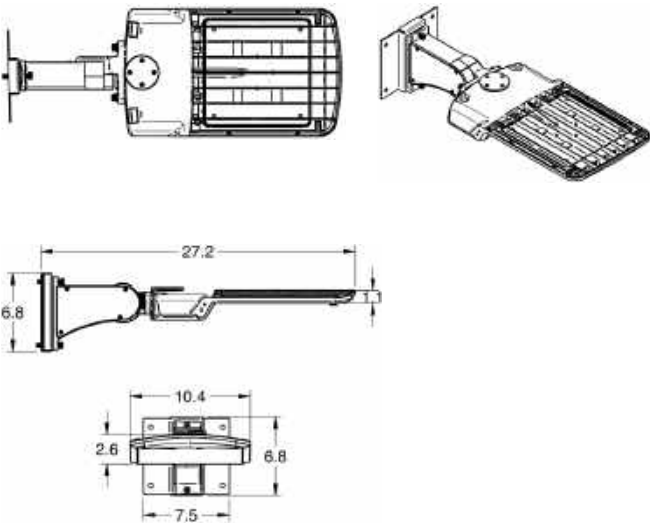


VAL2 Adjustable Slip Fitter (SPLF)

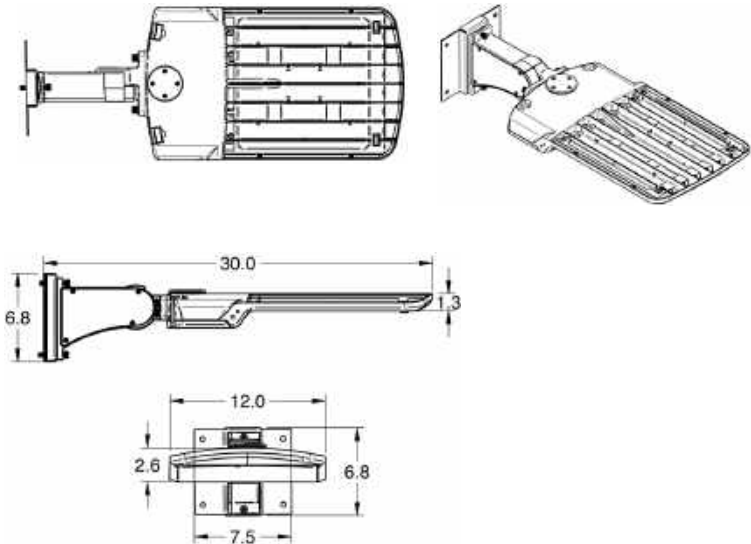


LINE DRAWINGS (Continued)

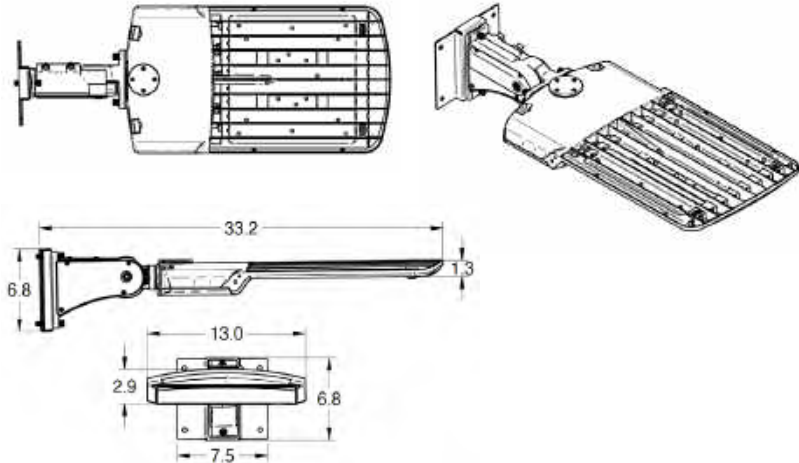
VAS2 Wall Mount Bracket (WMB)



VAM2 Wall Mount Bracket (WMB)



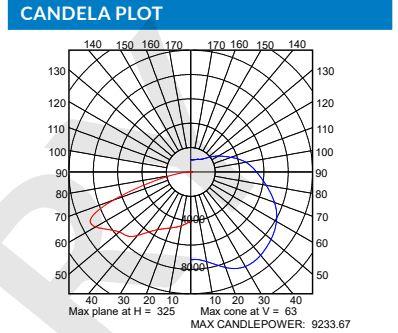
VAL2 Wall Mount Bracket (WMB)



PHOTOMETRIC DATA

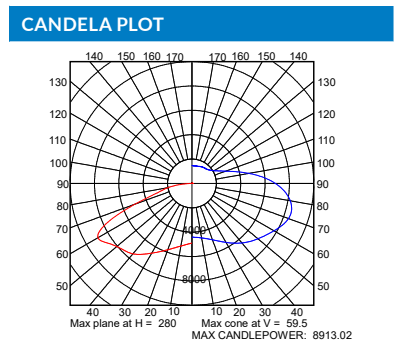
LUMINAIRE DATA	
Part Number	VAS2-16L/20L/23L-U-40-T4
Description	View Point Area Light 2, CCT Selectable Lumens, 4000K CCT, Lens Distribution Type 4
Fixture Lumens (lm)	23276
Wattage (W)	137
Efficacy (lm/W)	170.4
Mounting	Pole-Mounted

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	6749	29%
0° - 60°	16044	69%
0° - 90°	23276	100%
90° - 180°	0	0%
0° - 180°	23276	100%



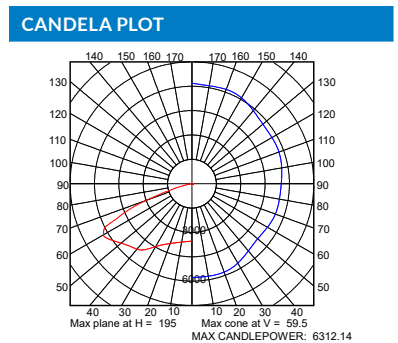
LUMINAIRE DATA	
Part Number	VAS2-16L/20L/23L-U-40-T3
Description	View Point Area Light 2, CCT Selectable Lumens, 4000K CCT, Lens Distribution Type 3
Fixture Lumens (lm)	23252
Wattage (W)	136
Efficacy (lm/W)	170.5
Mounting	Pole-Mounted

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	351	36%
0° - 60°	17522	75%
0° - 90°	23252	100%
90° - 180°	0	0%
0° - 180°	23252	100%



LUMINAIRE DATA	
Part Number	VAS2-16L/20L/23L-U-40-T5
Description	View Point Area Light 2, CCT Selectable Lumens, 4000K CCT, Lens Distribution Type 5
Fixture Lumens (lm)	23674
Wattage (W)	137
Efficacy (lm/W)	172.8
Mounting	Pole-Mounted

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	6772	29%
0° - 60°	16467	70%
0° - 90°	23674	100%
90° - 180°	0	0%
0° - 180°	23674	100%




**PRODUCT
OVERVIEW**

 SCAN OR
CLICK HERE

FEATURES

- Features field-swappable IES optic distributions for application-specific flexibility.
- Provides field-selectable lumen output and CCT to reduce SKUs and simplify stocking.
- Delivers precise, uniform illumination with advanced optical performance with up to 179 LPW
- Ensures long-term reliability with IP66-rated die-cast aluminum housing and UV-stabilized optics.
- Supports advanced control options, including Bluetooth programmable sensors, photocells, and bi-level dimming.
- Simplifies installation with versatile mounting configurations designed for quick one-person setup.

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VAS2 Small

VAM2 Medium

VAL2 Large

SUITABLE APPLICATIONS

- Parking Lots
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- Roadways

CERTIFICATIONS



SPECIFICATIONS

CONSTRUCTION

The Viewpoint series features a slim profile die-cast aluminum housing available in 3 different sizes for a fully scalable solution. The fully gasketed housing is IP66 rated for whole luminaire ingress protection against moisture and environmental contaminants. The Viewpoint's low-profile design results in a low EPA, allowing pole optimization to thinner or smaller size pole shafts. Vibration rated per ANSI C136.31 on all mountings (see table on page 3). The Viewpoint Series is protected with a durable bronze polyester powder coat finish to withstand extreme weather changes without cracking or peeling. Salt Spray tested for 500 hrs.

OPTICS

The IP66 silicone gasket sealed optical chamber utilizes proprietary, Field Swappable, polycarbonate refractive optics to provide exceptional coverage and uniformity in IES Types 3, 4, or 5. Available in Field Selectable 3000K, 4000K, & 5000K color temperatures per ANSI C78.377. Minimum CRI of 80. Optional field installed 3-sided glare shield accessory is available for on-site external house side protection.

ELECTRICAL

Class 1 High-performance drivers features over-voltage, under-voltage, short circuit and over temperature protection. 0-10V dimming (10% - 100%) standard. Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (277-480 Vac). L80 >100,000 hrs. in accordance with IESNA TM-21-19 projected values at 25°C Ambient temperature. Total harmonic distortion: <20%. Power factor: >0.90. Input power stays constant over life. Minimum 6kV surge rating meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2). Additional protection is available in 10kV and 20kV options.

THERMAL

The Viewpoint Series features an array of High-efficacy LED's mounted on a metal core circuit board. The LED boards are mounted directly to the cast aluminum housing with heat dissipating fins to provide excellent thermal performance extending the life of electronic components. Operating Ambient Temperature: -40°C to +50°C (-40°F to 122°F).

INSTALLATION

The versatile Viewpoint comes with 4 mounting method options. A fully adjustable Slip fitter (SLPF) to mount to any vertical or horizontal tenon 2" pipe (2-3/8" OD), adjustable pole mounting bracket (PMB) for Square or 4-5" Round Poles, an adjustable wall mount bracket, and an adjustable surface conduit box. 3' 600V power cord(s) provided standard with 0-10V dimming (10-100%).

CONTROLS

Factory installed 3-Pin & 7-Pin ANSI C136.41 Control Receptacle Options available. Dusk to Dawn twist lock photocells sold separately (See accessories). Optional PIR sensors available installed in housing hinged door. See controls section for detailed information on standalone and wireless control options.

WARRANTY

5 Year Warranty Standard; 10 Year Warranty Optional ([Terms and Conditions apply](#)).

CERTIFICATIONS

ETL Listed for wet locations. Tested in accordance with IESNA LM-79 and LM-80 standards. RoHS Compliant. Title 24 Compliant; see local ordinance for qualification information. IP66 rated Luminaire per IEC 60598. IP66 rated optical chamber.

ORDERING GUIDE

PART # **VAS2 16L U CCTS T3 PMB BRZ**

Example: VAS2-20L-U-CCTS-T3-SPLF-BRZ-NURO-SP1-10YR

VAS2	16L	U	CCTS	T3	PMB
SERIES	LUMENS	VOLTAGE	CCT	LENS/OPTIC	MOUNTING
VAS2 Viewpoint Area Light 2.0 Small	16L/20L/23L 16L 20L	U 120-277V HV High Voltage 277-480V	CCTS Select (3000K, 4000K, 5000K)	T3 Type 3 Medium T4 Type 4 Medium (Standard) T5 Type 5	SPLF 2-3/8" Adjustable Slip Fitter PMB Pole Mount Bracket (Standard) *See accessories for Wall Mounting Accessories
VAM2 Viewpoint Area Light 2.0 Medium	24L/28L/31L 24L 28L				
VAL2 Viewpoint Area Light 2.0 Large	32L/38L/46L 32L 38L				

BRZ	CONTROLS OPTIONS	PROTECTION	WARRANTY
FINISH	ADVANCED		
BRZ Bronze	BLANK None	BLANK 6kV	BLANK 5 Year
BLK ¹ Black	CR3 3-Pin NEMA Control Receptacle	SP1 ⁴ 10KA Max 120-277V Surge Protector	10YR ² 10 Year
SLV ¹ Silver	CR7 ⁷ 7-Pin NEMA Control receptacle	SP2 ⁴ 20KA Max 120-277V Surge Protector	
WHT ¹ White	CR7/FSP 7-Pin NEMA Control receptacle w/ sensor	SP1HV 10KA Max 277-480V Surge Protector	
NAT ¹ Natural Aluminum	FSP301/Lx ^{3,10} Legrand FSP301 Sensor (X = Mounting Height 3=10-20', 7=20-40')	SP2HV 20KA Max 277-480V Surge Protector	
RALxxxx ¹ Custom Color	NURO ^{3,10} NUROAir Plug n Play Bluetooth Groupable Sensor		

SHIP WITH ACCESSORIES			
BLANK None	TLPC/HV ⁵ 277-480V Twist Lock Photocell		
VAX2 Tx Lens ¹² Field Swap Optic (y= Type 3 or Type 5 optic) (x= size; S-small, M-Medium, L-Large)	TLPC/UNV ^{4,5} 120-277V Twist Lock Photocell		
VAX2/GS ⁸ Glare Shield (x=Size; S-Small, M-Medium, L-Large)	VAX2/BIRD Bird Spikes (x=Size; S-Small, M-Medium, L-Large)		
TL7/B2 ^{4,6} TL7/HVG - Synapse Wireless	+VA/WMB/xxx ^{1,11} Adjustable Wall Mount Bracket (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)		
JP275 ⁵ Shorting Cap	+VA/SMB/xxx ^{1,11} Adjustable Surface Conduit Box (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)		

FOOTNOTES

¹ Bronze finish standard, Consult factory for pricing & availability of other finishes; subject to longer lead-times

² Requires additional surge protection (SP1, SP2); For additional details see general terms and conditions

³ Requires Bluetooth Enabled device for programming (provided by others)

⁴ Not Available with HV option

⁵ Only compatible with CR3 and CR7

⁶ CR7 required, consult factory for site layout

⁷ Dimming leads will be wired to the receptacle unless otherwise specified

⁸ Not DLC listed

⁹ Contact factory for pricing and availability

¹⁰ Must select lumen output, not available with lumen selectable

¹¹ Requires PMB mounting bracket

¹² Not available with T4 optic

CONTINUE TO NEXT PAGE

QUICK SHIP ITEMS

PRODUCT	DESCRIPTION	UPC CODE
VAS2-16L/20L/23L-U-CCTS-T4-PMB-BRZ	Viewpoint Small, 16,000-20,000-23,000 Lumens, CCT Selectable 30-40-50, PMB, T4, Bronze Finish	790492386002
VAM2-24L/28L/31L-U-CCTS-T4-PMB-BRZ	Viewpoint Medium, 24,000-28,000-31,000 Lumens, CCT Selectable 30-40-50, PMB, T4, Bronze Finish	790492386019
VAL2-32L/38L/46L-U-CCTS-T4-PMB-BRZ	Viewpoint Large, 32,000-38,000-46,000 Lumens, CCT Selectable 30-40-50, PMB, T4, Bronze Finish	790492386026

QUICK SHIP ACCESSORIES			
BLANK	None	+VA/WMB/xxx ^{1,11}	Adjustable Wall Mount Bracket (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)
VAX2 Tx Lens ¹²	Field Swap Optic (y= Type 3 or Type 5 optic) (x= size; S-small, M-Medium, L-Large)	+VA/SMB/xxx ^{1,11}	Adjustable Surface Conduit Box (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)
TLPC/HV ⁵	277-480V Twist Lock Photocell		
TLPC/UNV ^{4,5}	120-277V Twist Lock Photocell		

FOOTNOTES

¹ Bronze finish standard, Consult factory for pricing & availability of other finishes; subject to longer lead-times

² Requires additional surge protection (SP1, SP2); For additional details see general terms and conditions

³ Requires Bluetooth Enabled device for programming (provided by others)

⁴ Not Available with HV option

⁵ Only compatible with CR3 and CR7

⁶ CR7 required, consult factory for site layout

⁷ Dimming leads will be wired to the receptacle unless otherwise specified

⁸ Not DLC listed

⁹ Contact factory for pricing and availability

¹⁰ Must select lumen output, not available with lumen selectable

¹¹ Requires PMB mounting bracket

¹² Not available with T4 optic

LED SYSTEMS INFO

LED SYSTEMS INFO ¹		3000K		4000K		5000K		WATTS ²	BUG RATINGS
Part Numbers	LENS	Lumens	Efficacy	Lumens	Efficacy	Lumens	Efficacy		
VAS2-16L	T3	14593	157.1	15524	172.6	15233	165.5	92	B3-U0-G3
	T4	14755	158.8	15697	174.5	15402	167.3		B2-U0-G3
	T5	15006	161.4	15964	177.3	15665	170.0		B4-U0-G2
VAS2-20L	T3	18003	156.6	19152	172.0	18793	164.9	113	B3-U0-G3
	T4	18203	158.3	19365	173.9	19002	166.8		B3-U0-G3
	T5	18513	160.8	19694	176.7	19325	169.5		B4-U0-G2
VAS2-23L	T3	21640	153.4	23252	170.5	22755	162.8	139	B3-U0-G3
	T4	21880	155.1	23276	170.4	22840	163.4		B3-U0-G3
	T5	22252	157.6	23674	172.8	23576	167.5		B4-U0-G2
VAM2-24L	T3	23816	154.7	25184	169.6	25055	164.1	152	B3-U0-G3
	T4	23757	154.1	25122	168.9	24993	163.4		B3-U0-G3
	T5	24539	159.3	25948	174.6	25816	168.9		B4-U0-G2
VAM2-28L	T3	26790	155.4	28329	170.4	28185	164.8	170	B3-U0-G3
	T4	26724	154.8	28260	169.7	28115	164.2		B3-U0-G3
	T5	27604	160.0	29189	175.4	29040	169.7		B4-U0-G2
VAM2-31L	T3	30273	148.5	31970	162.6	31771	157.0	195	B3-U0-G3
	T4	30199	147.9	31933	162.2	31770	156.9		B3-U0-G3
	T5	31192	152.9	32887	167.2	32358	159.7		B4-U0-G2
VAL2-32L	T3	29885	158.1	32050	176.9	32223	173.3	186	B4-U0-G4
	T4	29427	155.7	31560	174.2	31730	170.7		B3-U0-G5
	T5	30375	159.9	32576	178.9	32752	175.3		B5-U0-G3
VAL2-38L	T3	34860	155.5	37385	174.0	37385	170.4	220	B4-U0-G4
	T4	34326	153.1	36813	171.3	36813	167.8		B3-U0-G5
	T5	35432	157.2	37999	175.9	37999	172.3		B5-U0-G3
VAL2-46L	T3	44039	152.1	47048	169.8	46839	164.6	284	B4-U0-G4
	T4	43365	149.8	46507	167.6	46758	164.2		B4-U0-G4
	T5	44762	153.8	47908	172.1	47753	167.5		B5-U0-G3

¹ Values are nominal, see IES file for more detail

² Electrical data at 25C (77F). Actual wattage may differ by +/-10%

ELECTRICAL DATA (AMPS)*

Lumen Package	W	120V	208V	240V	277V	347V	480V
VAS-14L	92	0.76	0.44	0.38	0.33	0.26	0.19
VAS-17L	113	0.95	0.55	0.47	0.41	0.33	0.24
VAS-21L	139	1.16	0.67	0.58	0.50	0.40	0.29
VAM-21L	152	1.27	0.73	0.63	0.55	0.44	0.32
VAM-24L	170	1.42	0.82	0.71	0.61	0.49	0.35
VAM-28L	195	1.63	0.94	0.81	0.71	0.56	0.41
VAM-33L	186	1.55	0.89	0.77	0.67	0.54	0.39
VAM-37L	220	1.83	1.06	0.92	0.79	0.63	0.46
VAM-42L	284	2.37	1.37	1.18	1.03	0.82	0.59

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

GS External Glare Shield

Rotatable 3-sided field installable external glare shield. Shown with small housing.



RECOMMENDED LUMEN MAINTENANCE¹

AMBIENT TEMP C	INITIAL ²	25k hr ²	50k hr ²	75k hr ³	100k hr ³
0 C	1	0.96	0.93	0.9	0.88
10 C	1	0.96	0.93	0.9	0.88
20 C	1	0.96	0.93	0.9	0.88
25 C	1	0.96	0.93	0.9	0.88
30 C	1	0.96	0.93	0.9	0.88
40 C	1	0.95	0.93	0.89	0.87
50 C	1	0.95	0.9	0.86	0.84

¹ Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
² In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
³ In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing"

CONTROLS OPTIONS

ADVANCED

NUROAir by ILLUMUS

NUROAir Plug n Play Bluetooth Sensor is the optimal groupable controls lighting solution. With main features such as Plug and Play, PIR Motion Sensing, Occupancy/Vacancy and Photocell (BLK) - this flexibility makes the NUROAir Plug n Play Sensor ideal for tailoring lighting to specific space needs, optimizing both ambiance and efficiency. The NUROAir App, available for download on iOS and Google Play Store, offers a user-friendly interface for automatic or manual customization of your space. Through the app, users can configure sensor settings such as the Light Output, CCT, Hold Time, Standby Time/Level, High/Low End Trim, Background Light Level, Set Schedules, and Control Lighting Groups or Zones, all from a mobile or tablet device. Manual control is also available with a range of compatible wireless & wired wall switch options.



Click Here or Scan Code
to Learn More About

NUROAir Bluetooth Controls

BASIC

CRxP

3-Pin or 7-pin ANSI C136.41-2013 control receptacle option available for NEMA twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring). x = Number of pins (3 or 7).

FSP301/Lx

Optional Bluetooth Programmable PIR sensor allows for Continuous Dimming, Motion and/ or daylight harvesting, Fully adjustable high/low dimmed light levels, and Adjustable time delay/ cutoff delay. The sensor is programmed via a free iOS® or Android® Sensor Configuration App (compatible device provided by others). Available in 10'-20' or 20'-40' mounting lenses. See coverage patterns below, L7=20'-40'; L3=10'-20'.

Default Settings:

- High Mode: 100% Output
- Low Mode: 10% Output
- Time Delay: 5 mins
- Cutoff: 1 hr
- Sensitivity: High
- Photocell: Disabled
- Continuous Dimming: Disabled

ADVANCED

Synapse (TL7)

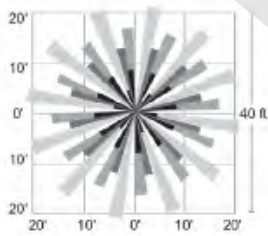
Utilizing a robust 2.4 GHz Self-Healing Mesh Network, Synapse provides flexibility and scalability making it a perfect outdoor solution for both new construction and retrofit projects. The easy-to-use web application is accessible on any device with an internet connection and allows for complete customization of the system and its features. External radio (TL7) includes (1) low voltage input for a Wattstopper sensor, available in both universal(120-277V) or high voltage (480V). Sensors available in 20' or 40' mounting lenses. See coverage patterns below. Sensor mounted on hinged driver cover.



COVERAGE PATTERNS

FSP301/L3

Top View

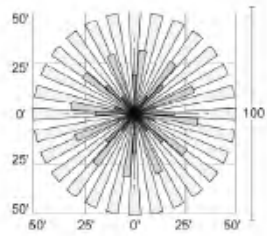


Side View

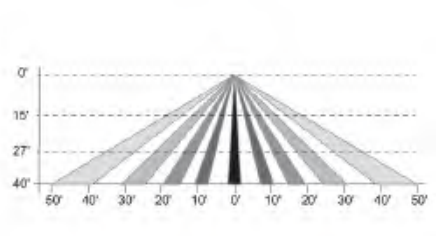


FSP301/L7

Top View

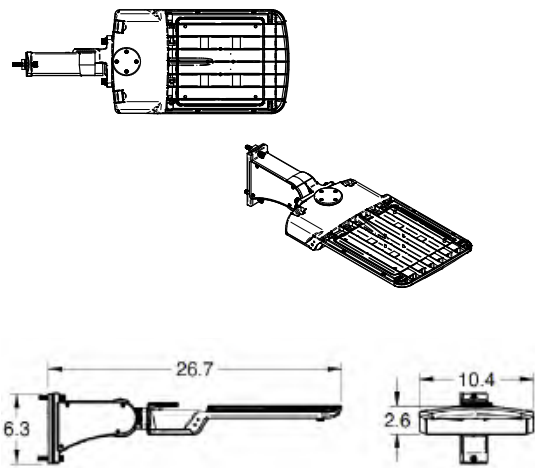


Side View



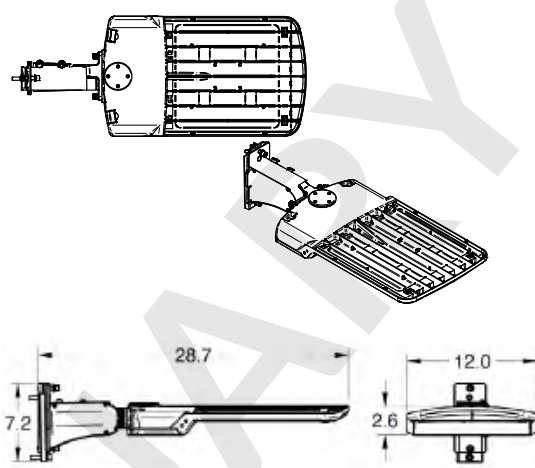
LINE DRAWINGS

VAS2 Pole Mount Bracket (PMB)



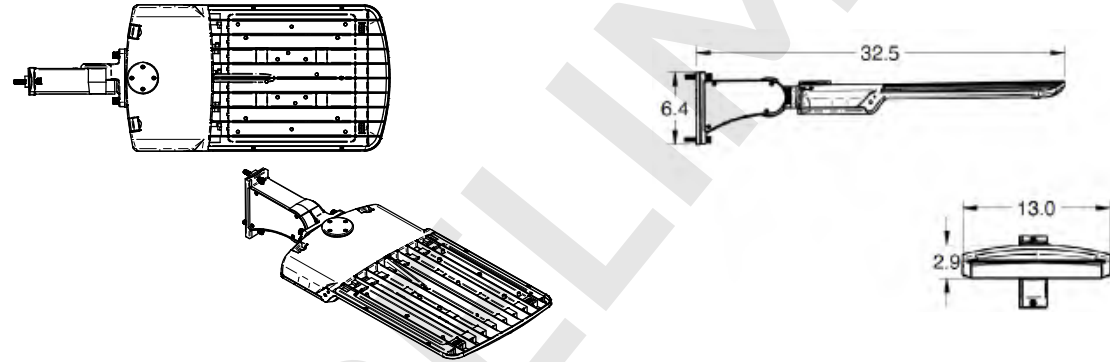
*Suitable for Square or 4"-5" Round Poles

VAM2 Pole Mount Bracket (PMB)



*Suitable for Square or 4"-5" Round Poles

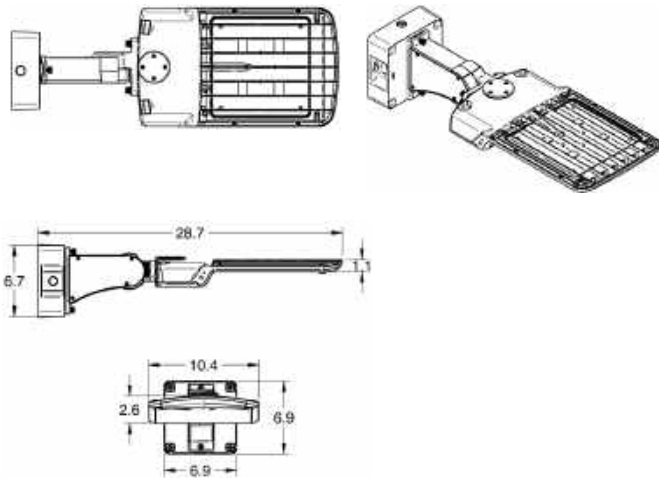
VAL2 Pole Mount Bracket (PMB)



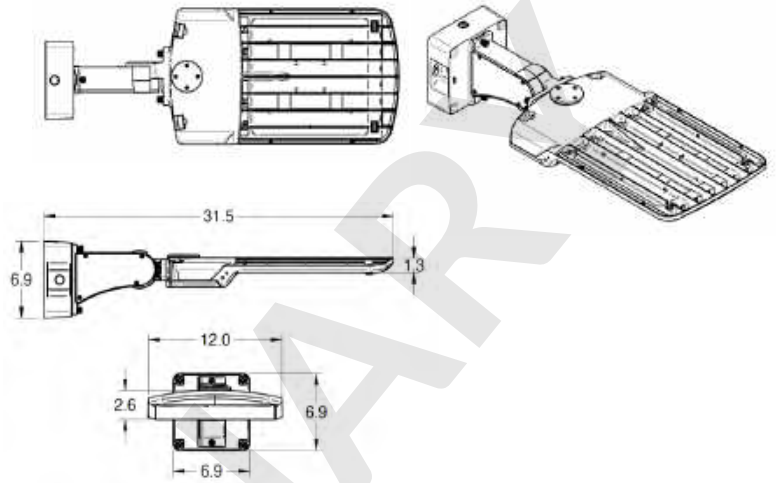
*Suitable for Square or 4"-5" Round Poles

LINE DRAWINGS (Continued)

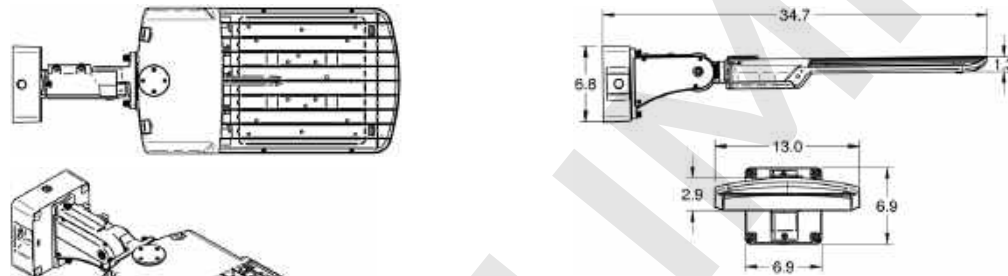
VAS2 Surface Conduit Box (SMB)



VAM2 Surface Conduit Box (SMB)

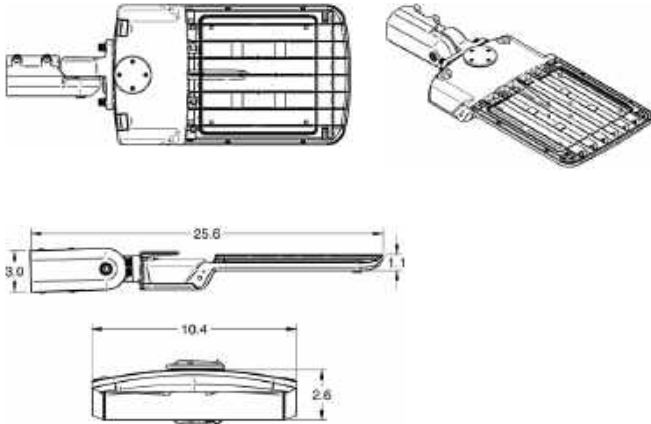


VAL2 Surface Conduit Box (SMB)

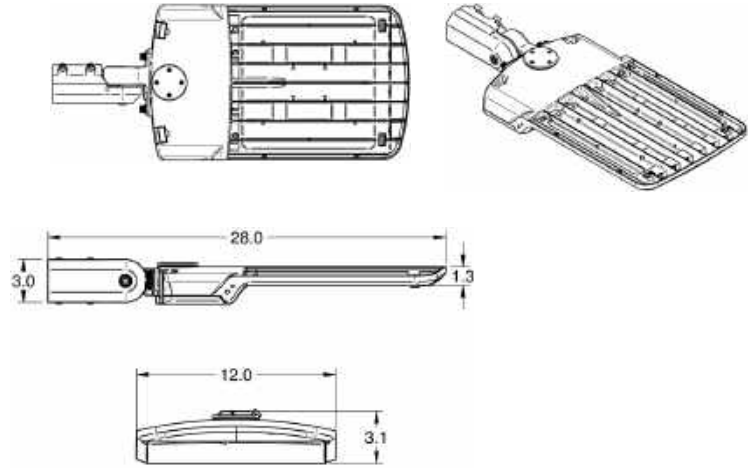


LINE DRAWINGS (Continued)

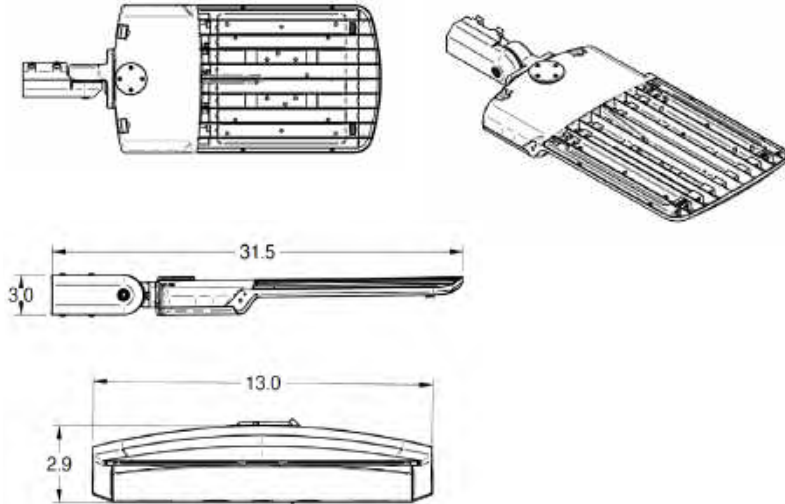
VAS2 Adjustable Slip Fitter (SPLF)



VAM2 Adjustable Slip Fitter (SPLF)

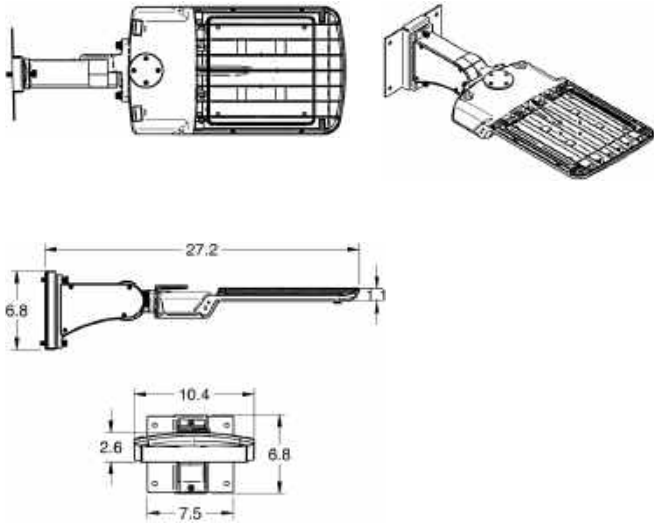


VAL2 Adjustable Slip Fitter (SPLF)

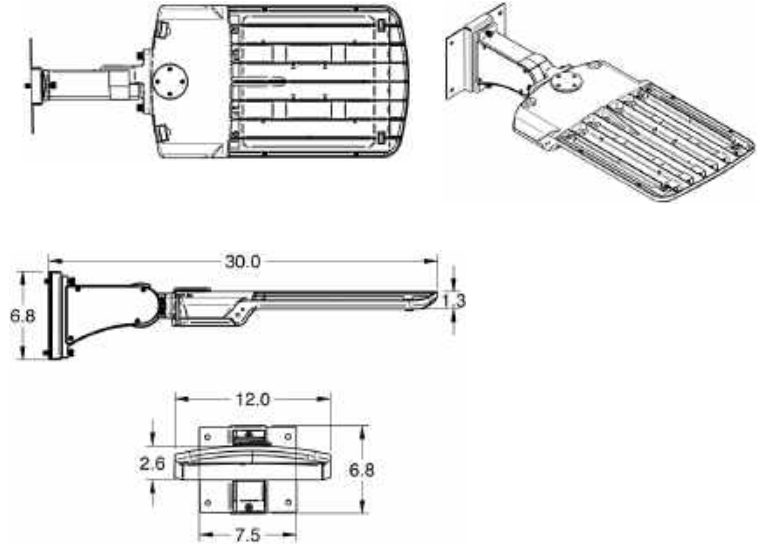


LINE DRAWINGS (Continued)

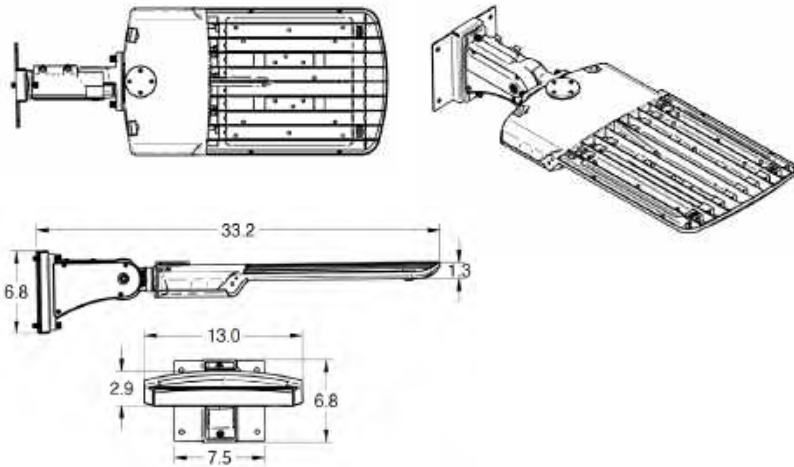
VAS2 Wall Mount Bracket (WMB)



VAM2 Wall Mount Bracket (WMB)



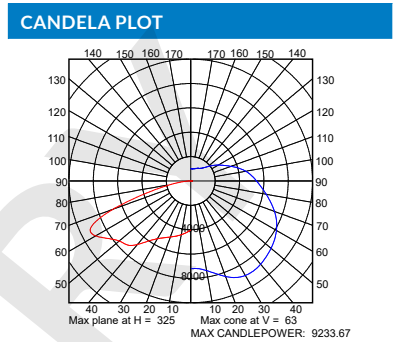
VAL2 Wall Mount Bracket (WMB)



PHOTOMETRIC DATA

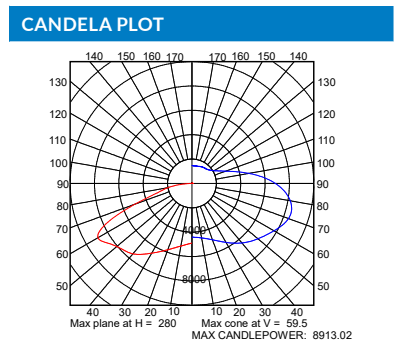
LUMINAIRE DATA	
Part Number	VAS2-16L/20L/23L-U-40-T4
Description	View Point Area Light 2, CCT Selectable Lumens, 4000K CCT, Lens Distribution Type 4
Fixture Lumens (lm)	23276
Wattage (W)	137
Efficacy (lm/W)	170.4
Mounting	Pole-Mounted

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	6749	29%
0° - 60°	16044	69%
0° - 90°	23276	100%
90° - 180°	0	0%
0° - 180°	23276	100%



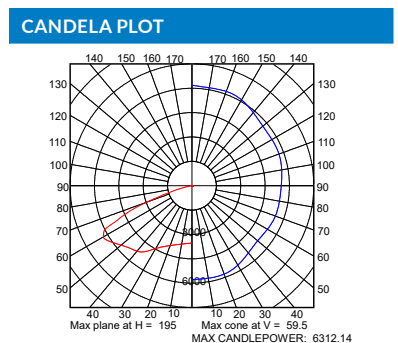
LUMINAIRE DATA	
Part Number	VAS2-16L/20L/23L-U-40-T3
Description	View Point Area Light 2, CCT Selectable Lumens, 4000K CCT, Lens Distribution Type 3
Fixture Lumens (lm)	23252
Wattage (W)	136
Efficacy (lm/W)	170.5
Mounting	Pole-Mounted

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	351	36%
0° - 60°	17522	75%
0° - 90°	23252	100%
90° - 180°	0	0%
0° - 180°	23252	100%



LUMINAIRE DATA	
Part Number	VAS2-16L/20L/23L-U-40-T5
Description	View Point Area Light 2, CCT Selectable Lumens, 4000K CCT, Lens Distribution Type 5
Fixture Lumens (lm)	23674
Wattage (W)	137
Efficacy (lm/W)	172.8
Mounting	Pole-Mounted

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	6772	29%
0° - 60°	16467	70%
0° - 90°	23674	100%
90° - 180°	0	0%
0° - 180°	23674	100%




**PRODUCT
OVERVIEW**

 SCAN OR
CLICK HERE

FEATURES

- Features field-swappable IES optic distributions for application-specific flexibility.
- Provides field-selectable lumen output and CCT to reduce SKUs and simplify stocking.
- Delivers precise, uniform illumination with advanced optical performance with up to 179 LPW
- Ensures long-term reliability with IP66-rated die-cast aluminum housing and UV-stabilized optics.
- Supports advanced control options, including Bluetooth programmable sensors, photocells, and bi-level dimming.
- Simplifies installation with versatile mounting configurations designed for quick one-person setup.

DIGITAL NAVIGATION

Explore the spec sheet through the links below

[ORDERING GUIDE](#)
[LED SYSTEMS TABLE](#)
[LINE DRAWINGS](#)
[QUICK SHIP](#)
[CONTROLS](#)
[PHOTOMETRIC DATA](#)


VAS2 Small

VAM2 Medium

VAL2 Large

SUITABLE APPLICATIONS

- Parking Lots
- Parks
- Hospitals
- Shopping Centers
- Parking Structure
- Education
- Car Dealerships
- Roadways

CERTIFICATIONS



SPECIFICATIONS

CONSTRUCTION

The Viewpoint series features a slim profile die-cast aluminum housing available in 3 different sizes for a fully scalable solution. The fully gasketed housing is IP66 rated for whole luminaire ingress protection against moisture and environmental contaminants. The Viewpoint's low-profile design results in a low EPA, allowing pole optimization to thinner or smaller size pole shafts. Vibration rated per ANSI C136.31 on all mountings (see table on page 3). The Viewpoint Series is protected with a durable bronze polyester powder coat finish to withstand extreme weather changes without cracking or peeling. Salt Spray tested for 500 hrs.

OPTICS

The IP66 silicone gasket sealed optical chamber utilizes proprietary, Field Swappable, polycarbonate refractive optics to provide exceptional coverage and uniformity in IES Types 3, 4, or 5. Available in Field Selectable 3000K, 4000K, & 5000K color temperatures per ANSI C78.377. Minimum CRI of 80. Optional field installed 3-sided glare shield accessory is available for on-site external house side protection.

ELECTRICAL

Class 1 High-performance drivers features over-voltage, under-voltage, short circuit and over temperature protection. 0-10V dimming (10% - 100%) standard. Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (277-480 Vac). L80 >100,000 hrs. in accordance with IESNA TM-21-19 projected values at 25°C Ambient temperature. Total harmonic distortion: <20%. Power factor: >0.90. Input power stays constant over life. Minimum 6kV surge rating meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2). Additional protection is available in 10kV and 20kV options.

THERMAL

The Viewpoint Series features an array of High-efficacy LED's mounted on a metal core circuit board. The LED boards are mounted directly to the cast aluminum housing with heat dissipating fins to provide excellent thermal performance extending the life of electronic components. Operating Ambient Temperature: -40°C to +50°C (-40°F to 122°F).

INSTALLATION

The versatile Viewpoint comes with 4 mounting method options. A fully adjustable Slip fitter (SLPF) to mount to any vertical or horizontal tenon 2" pipe (2-3/8" OD), adjustable pole mounting bracket (PMB) for Square or 4-5" Round Poles, an adjustable wall mount bracket, and an adjustable surface conduit box. 3' 600V power cord(s) provided standard with 0-10V dimming (10-100%).

CONTROLS

Factory installed 3-Pin & 7-Pin ANSI C136.41 Control Receptacle Options available. Dusk to Dawn twist lock photocells sold separately (See accessories). Optional PIR sensors available installed in housing hinged door. See controls section for detailed information on standalone and wireless control options.

WARRANTY

5 Year Warranty Standard; 10 Year Warranty Optional ([Terms and Conditions apply](#)).

CERTIFICATIONS

ETL Listed for wet locations. Tested in accordance with IESNA LM-79 and LM-80 standards. RoHS Compliant. Title 24 Compliant; see local ordinance for qualification information. IP66 rated Luminaire per IEC 60598. IP66 rated optical chamber.

ORDERING GUIDE

PART # **VAS2 16L U CCTS T3 PMB BRZ**

Example: VAS2-20L-U-CCTS-T3-SPLF-BRZ-NURO-SP1-10YR

VAS2	16L	U	CCTS	T3	PMB
SERIES	LUMENS	VOLTAGE	CCT	LENS/OPTIC	MOUNTING
VAS2 Viewpoint Area Light 2.0 Small	16L/20L/23L 16L 20L	U 120-277V HV High Voltage 277-480V	CCTS Select (3000K, 4000K, 5000K)	T3 Type 3 Medium T4 Type 4 Medium (Standard) T5 Type 5	SPLF 2-3/8" Adjustable Slip Fitter PMB Pole Mount Bracket (Standard) *See accessories for Wall Mounting Accessories
VAM2 Viewpoint Area Light 2.0 Medium	24L/28L/31L 24L 28L				
VAL2 Viewpoint Area Light 2.0 Large	32L/38L/46L 32L 38L				

BRZ	CONTROLS OPTIONS	PROTECTION	WARRANTY
FINISH	ADVANCED		
BRZ Bronze	BLANK None	BLANK 6kV	BLANK 5 Year
BLK ¹ Black	CR3 3-Pin NEMA Control Receptacle	SP1 ⁴ 10KA Max 120-277V Surge Protector	10YR ² 10 Year
SLV ¹ Silver	CR7 ⁷ 7-Pin NEMA Control receptacle	SP2 ⁴ 20KA Max 120-277V Surge Protector	
WHT ¹ White	CR7/FSP 7-Pin NEMA Control receptacle w/ sensor	SP1HV 10KA Max 277-480V Surge Protector	
NAT ¹ Natural Aluminum	FSP301/Lx ^{3,10} Legrand FSP301 Sensor (X = Mounting Height 3=10-20', 7=20-40')	SP2HV 20KA Max 277-480V Surge Protector	
RALxxxx ¹ Custom Color	NURO ^{3,10} NUROAir Plug n Play Bluetooth Groupable Sensor		

SHIP WITH ACCESSORIES			
BLANK None	TLPC/HV ⁵ 277-480V Twist Lock Photocell		
VAX2 Tx Lens ¹² Field Swap Optic (y= Type 3 or Type 5 optic) (x= size; S-small, M-Medium, L-Large)	TLPC/UNV ^{4,5} 120-277V Twist Lock Photocell		
VAX2/GS ⁸ Glare Shield (x=Size; S-Small, M-Medium, L-Large)	VAX2/BIRD Bird Spikes (x=Size; S-Small, M-Medium, L-Large)		
TL7/B2 ^{4,6} TL7/HVG - Synapse Wireless	+VA/WMB/xxx ^{1,11} Adjustable Wall Mount Bracket (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)		
JP275 ⁵ Shorting Cap	+VA/SMB/xxx ^{1,11} Adjustable Surface Conduit Box (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)		

FOOTNOTES

¹ Bronze finish standard, Consult factory for pricing & availability of other finishes; subject to longer lead-times

² Requires additional surge protection (SP1, SP2); For additional details see general terms and conditions

³ Requires Bluetooth Enabled device for programming (provided by others)

⁴ Not Available with HV option

⁵ Only compatible with CR3 and CR7

⁶ CR7 required, consult factory for site layout

⁷ Dimming leads will be wired to the receptacle unless otherwise specified

⁸ Not DLC listed

⁹ Contact factory for pricing and availability

¹⁰ Must select lumen output, not available with lumen selectable

¹¹ Requires PMB mounting bracket

¹² Not available with T4 optic

CONTINUE TO NEXT PAGE

QUICK SHIP ITEMS

PRODUCT	DESCRIPTION	UPC CODE
VAS2-16L/20L/23L-U-CCTS-T4-PMB-BRZ	Viewpoint Small, 16,000-20,000-23,000 Lumens, CCT Selectable 30-40-50, PMB, T4, Bronze Finish	790492386002
VAM2-24L/28L/31L-U-CCTS-T4-PMB-BRZ	Viewpoint Medium, 24,000-28,000-31,000 Lumens, CCT Selectable 30-40-50, PMB, T4, Bronze Finish	790492386019
VAL2-32L/38L/46L-U-CCTS-T4-PMB-BRZ	Viewpoint Large, 32,000-38,000-46,000 Lumens, CCT Selectable 30-40-50, PMB, T4, Bronze Finish	790492386026

QUICK SHIP ACCESSORIES			
BLANK	None	+VA/WMB/xxx ^{1,11}	Adjustable Wall Mount Bracket (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)
VAX2 Tx Lens ¹²	Field Swap Optic (y= Type 3 or Type 5 optic) (x= size; S-small, M-Medium, L-Large)	+VA/SMB/xxx ^{1,11}	Adjustable Surface Conduit Box (xxx = Paint finish; Blank = BRZ, WHT, BLK, SLV, RALxxxx)
TLPC/HV ⁵	277-480V Twist Lock Photocell		
TLPC/UNV ^{4,5}	120-277V Twist Lock Photocell		

FOOTNOTES

¹ Bronze finish standard, Consult factory for pricing & availability of other finishes; subject to longer lead-times

² Requires additional surge protection (SP1, SP2); For additional details see general terms and conditions

³ Requires Bluetooth Enabled device for programming (provided by others)

⁴ Not Available with HV option

⁵ Only compatible with CR3 and CR7

⁶ CR7 required, consult factory for site layout

⁷ Dimming leads will be wired to the receptacle unless otherwise specified

⁸ Not DLC listed

⁹ Contact factory for pricing and availability

¹⁰ Must select lumen output, not available with lumen selectable

¹¹ Requires PMB mounting bracket

¹² Not available with T4 optic

LED SYSTEMS INFO

LED SYSTEMS INFO ¹	LENS	3000K		4000K		5000K		WATTS ²	BUG RATINGS
		Lumens	Efficacy	Lumens	Efficacy	Lumens	Efficacy		
VAS2-16L	T3	14593	157.1	15524	172.6	15233	165.5	92	B3-U0-G3
	T4	14755	158.8	15697	174.5	15402	167.3		B2-U0-G3
	T5	15006	161.4	15964	177.3	15665	170.0		B4-U0-G2
VAS2-20L	T3	18003	156.6	19152	172.0	18793	164.9	113	B3-U0-G3
	T4	18203	158.3	19365	173.9	19002	166.8		B3-U0-G3
	T5	18513	160.8	19694	176.7	19325	169.5		B4-U0-G2
VAS2-23L	T3	21640	153.4	23252	170.5	22755	162.8	139	B3-U0-G3
	T4	21880	155.1	23276	170.4	22840	163.4		B3-U0-G3
	T5	22252	157.6	23674	172.8	23576	167.5		B4-U0-G2
VAM2-24L	T3	23816	154.7	25184	169.6	25055	164.1	152	B3-U0-G3
	T4	23757	154.1	25122	168.9	24993	163.4		B3-U0-G3
	T5	24539	159.3	25948	174.6	25816	168.9		B4-U0-G2
VAM2-28L	T3	26790	155.4	28329	170.4	28185	164.8	170	B3-U0-G3
	T4	26724	154.8	28260	169.7	28115	164.2		B3-U0-G3
	T5	27604	160.0	29189	175.4	29040	169.7		B4-U0-G2
VAM2-31L	T3	30273	148.5	31970	162.6	31771	157.0	195	B3-U0-G3
	T4	30199	147.9	31933	162.2	31770	156.9		B3-U0-G3
	T5	31192	152.9	32887	167.2	32358	159.7		B4-U0-G2
VAL2-32L	T3	29885	158.1	32050	176.9	32223	173.3	186	B4-U0-G4
	T4	29427	155.7	31560	174.2	31730	170.7		B3-U0-G5
	T5	30375	159.9	32576	178.9	32752	175.3		B5-U0-G3
VAL2-38L	T3	34860	155.5	37385	174.0	37385	170.4	220	B4-U0-G4
	T4	34326	153.1	36813	171.3	36813	167.8		B3-U0-G5
	T5	35432	157.2	37999	175.9	37999	172.3		B5-U0-G3
VAL2-46L	T3	44039	152.1	47048	169.8	46839	164.6	284	B4-U0-G4
	T4	43365	149.8	46507	167.6	46758	164.2		B4-U0-G4
	T5	44762	153.8	47908	172.1	47753	167.5		B5-U0-G3

¹ Values are nominal, see IES file for more detail

² Electrical data at 25C (77F). Actual wattage may differ by +/-10%

ELECTRICAL DATA (AMPS)*

Lumen Package	W	120V	208V	240V	277V	347V	480V
VAS-14L	92	0.76	0.44	0.38	0.33	0.26	0.19
VAS-17L	113	0.95	0.55	0.47	0.41	0.33	0.24
VAS-21L	139	1.16	0.67	0.58	0.50	0.40	0.29
VAM-21L	152	1.27	0.73	0.63	0.55	0.44	0.32
VAM-24L	170	1.42	0.82	0.71	0.61	0.49	0.35
VAM-28L	195	1.63	0.94	0.81	0.71	0.56	0.41
VAM-33L	186	1.55	0.89	0.77	0.67	0.54	0.39
VAM-37L	220	1.83	1.06	0.92	0.79	0.63	0.46
VAM-42L	284	2.37	1.37	1.18	1.03	0.82	0.59

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

GS External Glare Shield

Rotatable 3-sided field installable external glare shield. Shown with small housing.



RECOMMENDED LUMEN MAINTENANCE¹

AMBIENT TEMP C	INITIAL ²	25k hr ²	50k hr ²	75k hr ³	100k hr ³
0 C	1	0.96	0.93	0.9	0.88
10 C	1	0.96	0.93	0.9	0.88
20 C	1	0.96	0.93	0.9	0.88
25 C	1	0.96	0.93	0.9	0.88
30 C	1	0.96	0.93	0.9	0.88
40 C	1	0.95	0.93	0.89	0.87
50 C	1	0.95	0.9	0.86	0.84

¹ Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
² In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
³ In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing"

CONTROLS OPTIONS

ADVANCED

NUROAir by ILLUMUS

NUROAir Plug n Play Bluetooth Sensor is the optimal groupable controls lighting solution. With main features such as Plug and Play, PIR Motion Sensing, Occupancy/Vacancy and Photocell (BLK) - this flexibility makes the NUROAir Plug n Play Sensor ideal for tailoring lighting to specific space needs, optimizing both ambiance and efficiency. The NUROAir App, available for download on iOS and Google Play Store, offers a user-friendly interface for automatic or manual customization of your space. Through the app, users can configure sensor settings such as the Light Output, CCT, Hold Time, Standby Time/Level, High/Low End Trim, Background Light Level, Set Schedules, and Control Lighting Groups or Zones, all from a mobile or tablet device. Manual control is also available with a range of compatible wireless & wired wall switch options.



Click Here or Scan Code
to Learn More About

NUROAir Bluetooth Controls

BASIC

CRxP

3-Pin or 7-pin ANSI C136.41-2013 control receptacle option available for NEMA twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring). x = Number of pins (3 or 7).

FSP301/Lx

Optional Bluetooth Programmable PIR sensor allows for Continuous Dimming, Motion and/ or daylight harvesting, Fully adjustable high/low dimmed light levels, and Adjustable time delay/ cutoff delay. The sensor is programmed via a free iOS® or Android® Sensor Configuration App (compatible device provided by others). Available in 10'-20' or 20'-40' mounting lenses. See coverage patterns below, L7=20'-40'; L3=10'-20'.

Default Settings:

- High Mode: 100% Output
- Low Mode: 10% Output
- Time Delay: 5 mins
- Cutoff: 1 hr
- Sensitivity: High
- Photocell: Disabled
- Continuous Dimming: Disabled

ADVANCED

Synapse (TL7)

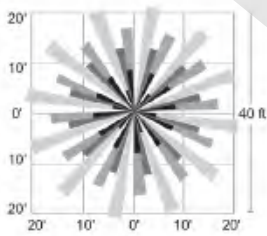
Utilizing a robust 2.4 GHz Self-Healing Mesh Network, Synapse provides flexibility and scalability making it a perfect outdoor solution for both new construction and retrofit projects. The easy-to-use web application is accessible on any device with an internet connection and allows for complete customization of the system and its features. External radio (TL7) includes (1) low voltage input for a Wattstopper sensor, available in both universal(120-277V) or high voltage (480V). Sensors available in 20' or 40' mounting lenses. See coverage patterns below. Sensor mounted on hinged driver cover.



COVERAGE PATTERNS

FSP301/L3

Top View

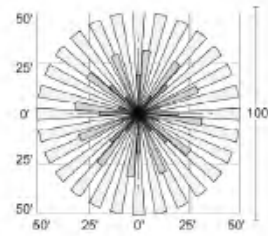


Side View

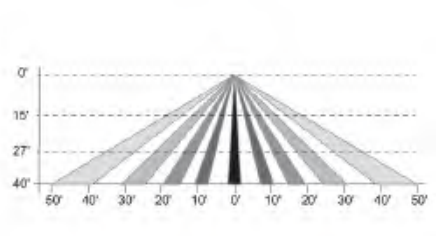


FSP301/L7

Top View

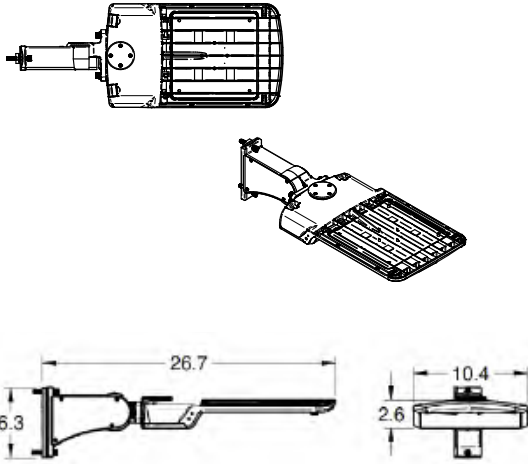


Side View



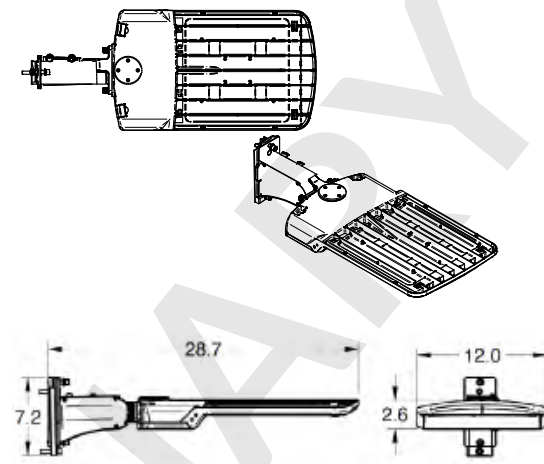
LINE DRAWINGS

VAS2 Pole Mount Bracket (PMB)



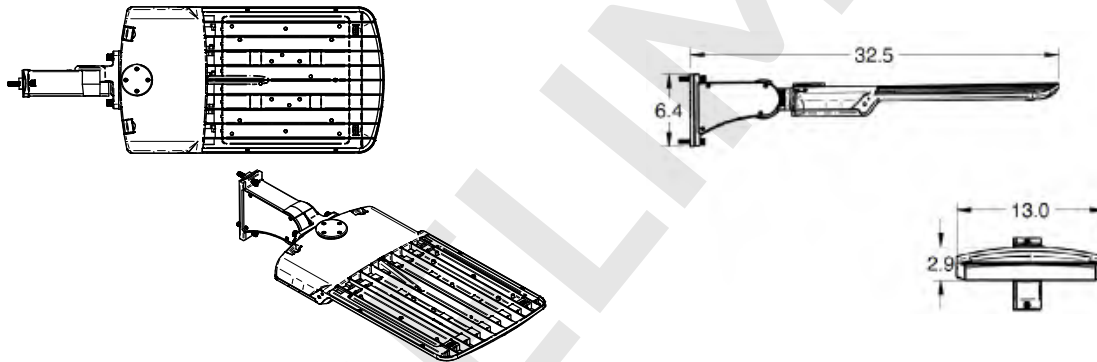
*Suitable for Square or 4"-5" Round Poles

VAM2 Pole Mount Bracket (PMB)



*Suitable for Square or 4"-5" Round Poles

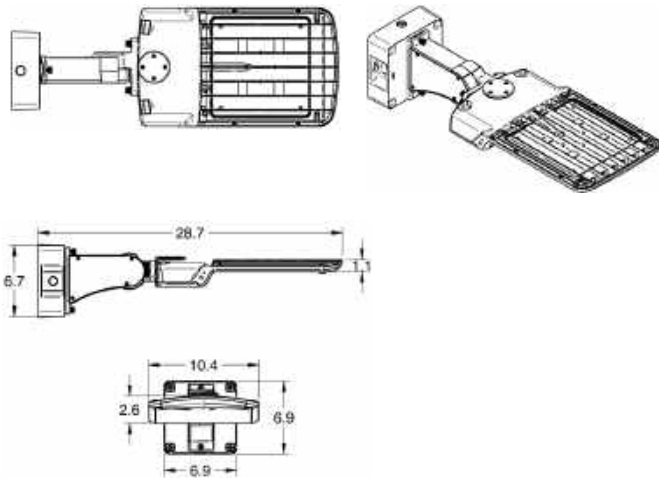
VAL2 Pole Mount Bracket (PMB)



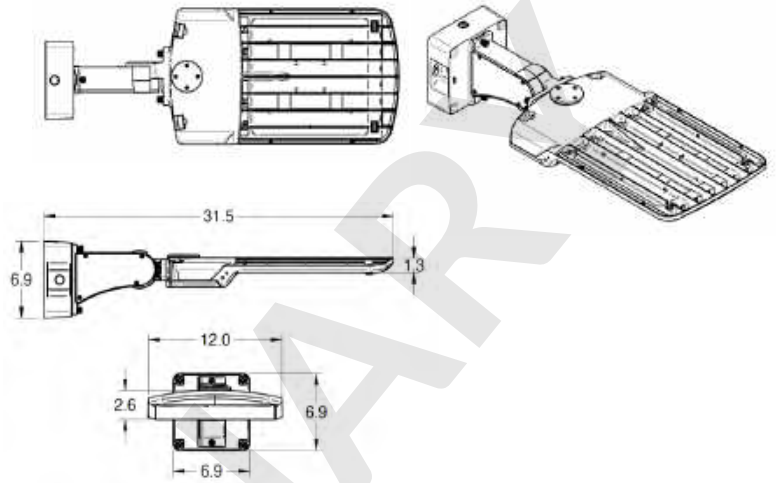
*Suitable for Square or 4"-5" Round Poles

LINE DRAWINGS (Continued)

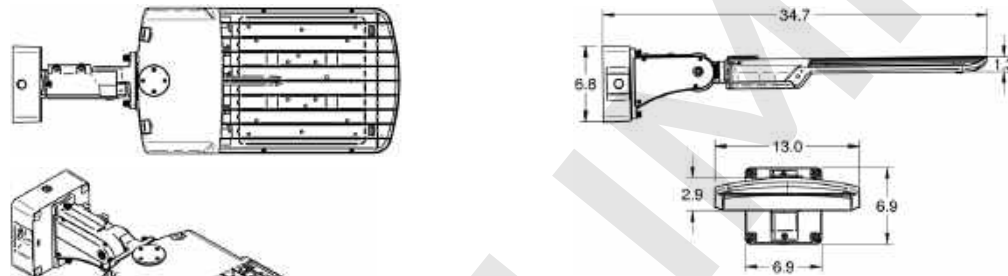
VAS2 Surface Conduit Box (SMB)



VAM2 Surface Conduit Box (SMB)

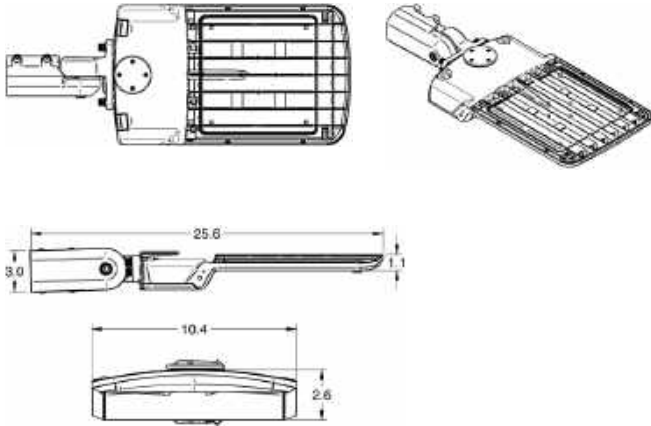


VAL2 Surface Conduit Box (SMB)

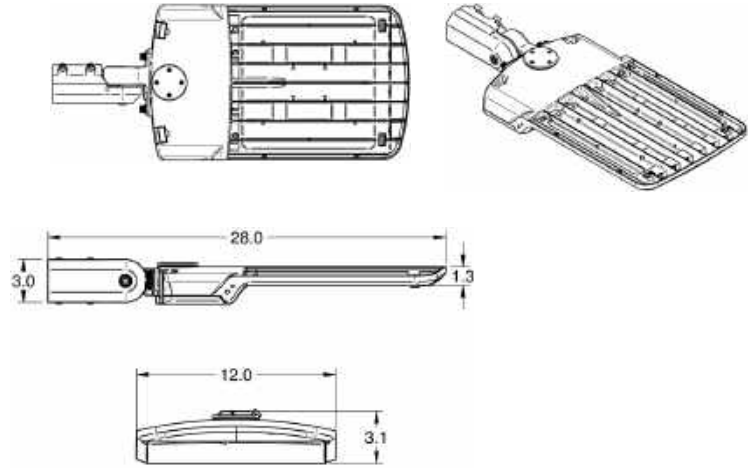


LINE DRAWINGS (Continued)

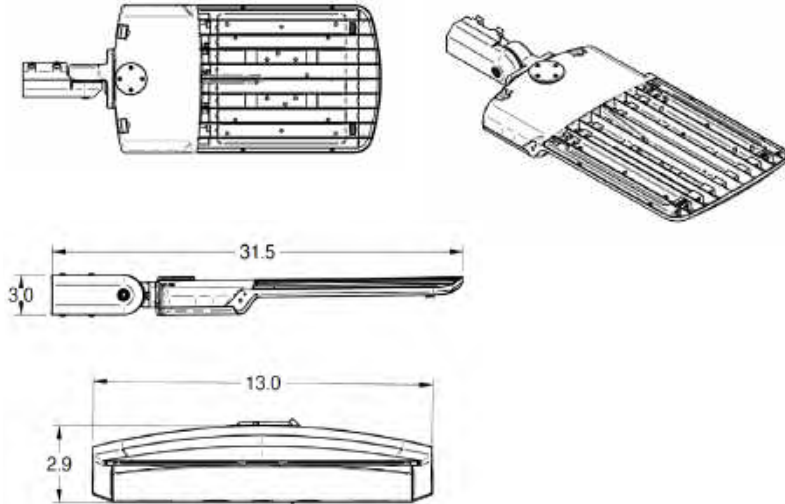
VAS2 Adjustable Slip Fitter (SPLF)



VAM2 Adjustable Slip Fitter (SPLF)

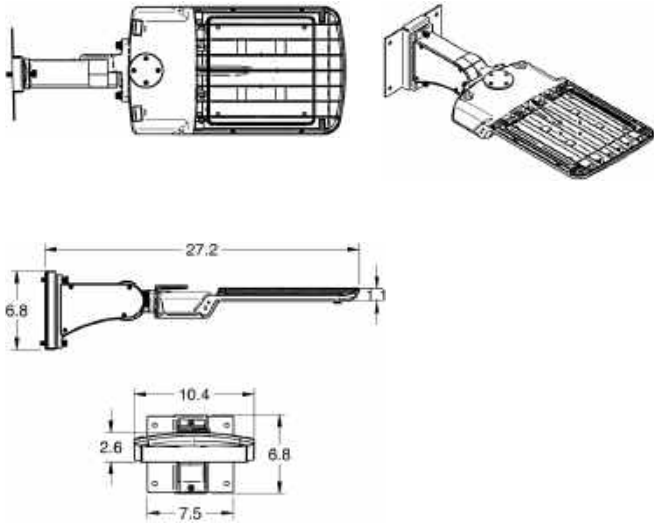


VAL2 Adjustable Slip Fitter (SPLF)

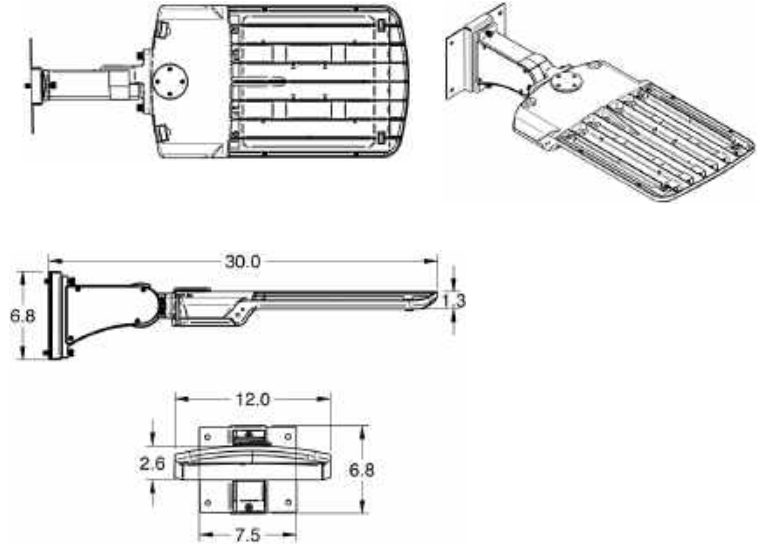


LINE DRAWINGS (Continued)

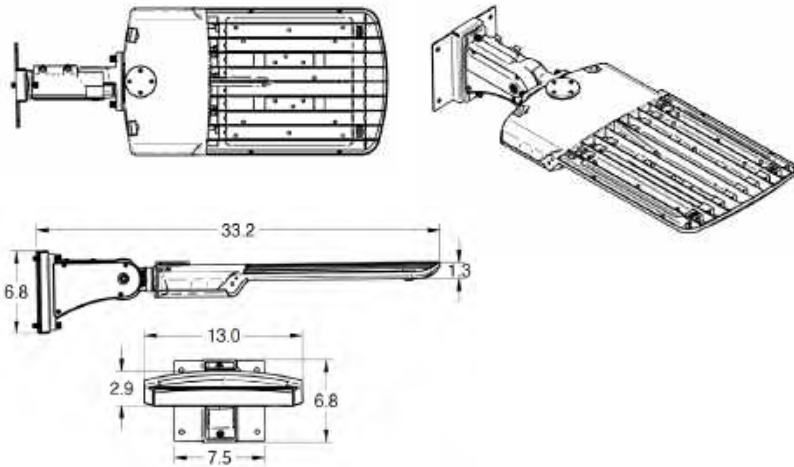
VAS2 Wall Mount Bracket (WMB)



VAM2 Wall Mount Bracket (WMB)



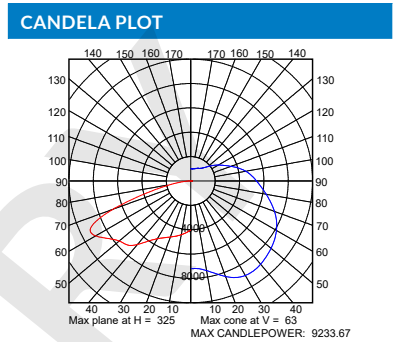
VAL2 Wall Mount Bracket (WMB)



PHOTOMETRIC DATA

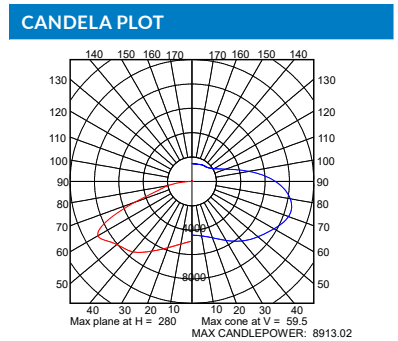
LUMINAIRE DATA	
Part Number	VAS2-16L/20L/23L-U-40-T4
Description	View Point Area Light 2, CCT Selectable Lumens, 4000K CCT, Lens Distribution Type 4
Fixture Lumens (lm)	23276
Wattage (W)	137
Efficacy (lm/W)	170.4
Mounting	Pole-Mounted

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	6749	29%
0° - 60°	16044	69%
0° - 90°	23276	100%
90° - 180°	0	0%
0° - 180°	23276	100%



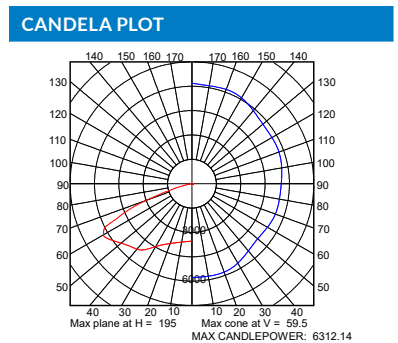
LUMINAIRE DATA	
Part Number	VAS2-16L/20L/23L-U-40-T3
Description	View Point Area Light 2, CCT Selectable Lumens, 4000K CCT, Lens Distribution Type 3
Fixture Lumens (lm)	23252
Wattage (W)	136
Efficacy (lm/W)	170.5
Mounting	Pole-Mounted

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	351	36%
0° - 60°	17522	75%
0° - 90°	23252	100%
90° - 180°	0	0%
0° - 180°	23252	100%



LUMINAIRE DATA	
Part Number	VAS2-16L/20L/23L-U-40-T5
Description	View Point Area Light 2, CCT Selectable Lumens, 4000K CCT, Lens Distribution Type 5
Fixture Lumens (lm)	23674
Wattage (W)	137
Efficacy (lm/W)	172.8
Mounting	Pole-Mounted

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	6772	29%
0° - 60°	16467	70%
0° - 90°	23674	100%
90° - 180°	0	0%
0° - 180°	23674	100%



Project	Asteria Flats	Catalog #	AXCS2A	Type	SB
Prepared by	H & D Electric, Inc.	Notes		Date	



Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 7

Lumark

Axcent

Wall Mount Luminaire

Product Certifications & Features



Quick Facts

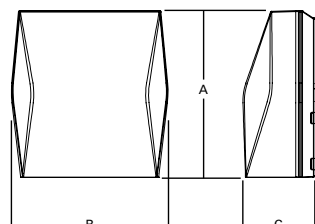
- Available in 12W - 116W (1,800 - 16,000 lumens) models
- Full cutoff and refractive lens models available
- Energy and maintenance savings up to 95% compared to HID
- Energy efficient illumination results in up to 177LPW
- Replaces 70W up to 450W HID equivalents

Connected Systems

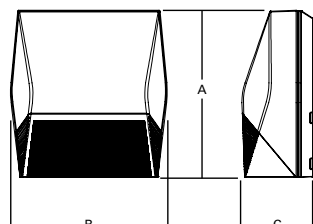
- WaveLinx PRO Wireless
- WaveLinx LITE Wireless

Dimensional Details

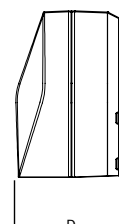
Full Cutoff



Refractive Lens²



Deep Back Housing



Dimensional Data

	AXCS Small	AXCL Large
A	8" [202mm]	11-1/2" [292mm]
B	7-1/2" [190mm]	10-3/4" [273mm]
C	3-5/8" [94mm]	4-7/8" [124mm]
D	6-1/8" [155mm]	7-1/8" [181mm]

NOTES:

1. DarkSky approved for 3000K CCT and warmer, with mounting options less than 10° of tilt.
2. Refractive Lens option does not comply with DarkSky.

Ordering Information

SAMPLE NUMBER: AXCS1A-AP-347V

Domestic Preferences	Model Series ¹	LED Color Temperature	Color	Options (Add as Suffix)
[Blank] =Standard BAA =Buy American Act ²⁶ TAA =Trade Agreements Act ²⁶ BABA =Build America Buy America Act ²⁸	Full Cutoff ²⁹ AXCS1A =12W AXCS2A =16W AXCS3A =23W AXCS4A =38W AXCS5A =45W AXCL6A =50W AXCL8A =66W AXCL10A =89W AXCL12A =116W Refractive Lens AXCS1ARL =12W AXCS2ARL =16W AXCS3ARL =23W AXCS4ARL =38W AXCS5ARL =45W AXCL6ARL =50W AXCL8ARL =66W AXCL10ARL =89W AXCL12ARL =116W	[Blank] =4000K, Neutral C =5000K, Cool W =3000K, Warm ²⁹	[Blank] =Carbon Bronze (Standard) WT =Summit White BK =Black AP =Grey GM =Graphite Metallic DP =Dark Platinum	347V =347V ² 480V =480V ² PC1 =Photocontrol 120V ^{3,4,5} PC2 =Photocontrol 208-277V, 347V, 480V ^{4,5,6} PC =Photocontrol 120-277V, 347V, 480V ^{4,7,8} KKIT =Knuckle Floodlight Mount ⁷ TRNKIT =Trunnion Floodlight Mount SFKIT =Slipfitter Floodlight Mount PMAKIT =Pole Mount Arm WPS2XX =Wavelinx Pro, SR Driver, Dimming Motion and Daylight, WAC Programmable, 7' - 15' Mounting Height ^{4,9,10,11} WPS4XX =Wavelinx Pro, SR Driver, Dimming Motion and Daylight, WAC Programmable, 15' - 40' Mounting Height ^{4,9,10,11} WLS2XX =WaveLinx Lite, SR Driver, Dimming Motion and Daylight, Bluetooth Programmable, 7' - 15' Mounting ^{4,9,10,11} WLS4XX =WaveLinx Lite, SR Driver, Dimming Motion and Daylight, Bluetooth Programmable, 15' - 40' Mounting ^{4,9,10,11} MSP/DIM-L12 =Integrated Sensor for Dimming Operation, 8' - 12' Mounting Height ^{4,9,12} MSP/DIM-L30 =Integrated Sensor for Dimming Operation, 12' - 30' Mounting Height ^{4,9,12} MSP-L12 =Integrated Sensor for ON/OFF Operation, 8' - 12' Mounting Height ^{4,9,12} MSP-L30 =Integrated Sensor for ON/OFF Operation, 12' - 30' Mounting Height ^{4,9,12} CBP =Cold Weather Battery Pack ^{3,14,15,16,17,18} CBP-CEC =Cold Weather Battery Pack, CEC compliant ^{3,13,14,15,16,17} 10K =10kV/10kA Surge Protection HA =50°C High Ambient ^{14,18} GRF =Glare Reducing Lens ¹⁹ AHD145 =After Hours Dim, 5 Hours ^{5,20} AHD245 =After Hours Dim, 6 Hours ^{5,20} AHD255 =After Hours Dim, 7 Hours ^{5,20} AHD355 =After Hours Dim, 8 Hours ^{5,20}
Accessories (Order Separately) ^{21,27}				
VS/AXCS-XX =Vandal Shield Axcent Small ^{7,22} VS/AXCS-MS =Vandal Shield Axcent Small (With Motion Sensor) ^{7,22} WG/AXCS =Wire Guard Axcent Small ⁷ WG/AXCS-MS =Wire Guard Axcent Small (With Motion Sensor) ⁷ VS/AXCL-XX =Vandal Shield Axcent Large ^{5,22} VS/AXCL-MS =Vandal Shield Axcent (With Motion Sensor) ^{5,22} WG/AXCL =Wire Guard Axcent Large ⁵ WG/AXCL-MS =Wire Guard Axcent (With Motion Sensor) ⁵ BB/AXC =Axcent Lumen Select Back Box, Carbon Bronze ²³ BB/AXC-PC =Axcent Lumen Select Back Box with PC, Carbon Bronze ^{23,24} BB/AXC-WT =Axcent Lumen Select Back Box, Summit White ²³ BB/AXC-WT-PC =Axcent Lumen Select Back Box with PC, Summit White ^{23,24} KKIT/AXCS-XX =Knuckle and Visor Floodlight Kit (For Axcent Small) ⁷ SFKIT/AXCS-XX =Slipfitter Floodlight Kit (For Axcent Small) ⁷ TRNKIT/AXCS-XX =Trunnion and Visor Floodlight Kit (For Axcent Small) ⁷ TRNKIT-XX =Trunnion Floodlight Kit (For Axcent Large) ⁵ SFKIT-XX =Slipfitter Floodlight Kit (For Axcent Large) ⁵ PMAKIT-XX =Pole Mount Kit ISHH-01 =Integrated Sensor Programming Remote ²⁵ MA1010-XX =Single Tenon Adapter for 3-1/2" O.D. Tenon MA1011-XX =2@180° Tenon Adapter for 3-1/2" O.D. Tenon MA1017-XX =Single Tenon Adapter for 2-3/8" O.D. Tenon MA1018-XX =2@180° Tenon Adapter for 2-3/8" O.D. Tenon				
NOTES: 1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details. 2. Transformer used only when ordered with motion sensor or AXCS1 through AXCS5 or AXCL6 fixture wattages. 3. Not available in 347 or 480 VAC. 4. Button photocontrol and any motion sensor (MSP or LWR) not offered together. 5. Only available on AXCL6-AXCL12 models. 6. Used with 277, 347, and 480 VAC options. 7. Only available on AXCS1-AXCS5 models. 8. This configuration may contain materials that are not RoHS compliant. Contact your lighting representative for more information. 9. Uses deep back housing. 10. Sensor passive infrared (PIR) may be overly sensitive when operating below -20°C (-4°F). For the device to be field-configurable, requires WAC Gateway components WAC-PoE and WPOE-120 in appropriate quantities. Only compatible with WaveLinx system and software and requires system components to be installed for operation. See website for more Wavelinx application information. 11. Replace XX with sensor color (WH, BZ, or BK). 12. The ISHH-01 accessory is required to adjust parameters. 13. Ambient operating temperature -20°C to 25°C for AXCL6 through AXCL10. Ambient operating temperature -20°C to 30°C on AXCS4 models. Ambient operating temperature -20°C to 40°C on AXCS1 through AXCS3 models. 14. Not available with AXCS5 or AXCL12 models. 15. Uses deep back housing for AXCS1, AXCLS2, AXCS3, and AXCS4 models. 16. Not to be mounted in upwards / inverted orientation. Downlight wall mount only for AXCS1 through AXCS4. 17. CBP cannot be used with PC and motion sensor (MSP). CBP can be used with PC or motion sensor (MSP). 18. Uses deep back housing for AXCS1, AXCLS2, AXCS3, and AXCS4 models. 19. Not to be mounted in upwards / inverted orientation. Downlight wall mount only for AXCS1 through AXCS4. 20. Requires the use of PC1 or PC2 button photocontrol. See After Hours Dim supplemental guide for additional information. 21. Replace XX with color designation. 22. For use with full cutoff lens configurations only. 23. Lumen Select functionality not available in conjunction with any motion sensor option (MSP). Photocontrol back box not available with any photocontrol or motion sensor options (PC, MSP). 24. Photocell only operates at 120-277V input voltages. Not for use with 347 or 480V systems. 25. This tool enables adjustment to parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative for more information. 26. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to DOMESTIC.PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements. 27. Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information. 28. Only product configurations with these prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or the Build America Buy America Act (BABA). BABA is the minimum Government compliance requirement for the Build America Buy America standards which is part of the Infrastructure and Investment Jobs Act (IIJA). Individual Government Agencies may have more stringent compliance standards. Please refer to the DOMESTIC.PREFERENCES website or consult the CLS Domestic Preferences team for more information. Components shipped separately may be separately analyzed under domestic preference requirements. 29. DarkSky approved when ordered with 3000K or warmer CCT.				

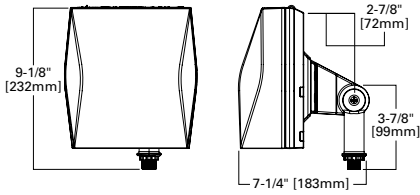
Stock Ordering Information

Model Series ¹			
Full Cutoff		Refractive Lens	
AXCS1A=12W	AXCL10A=102W	AXCS1ARL=12W	AXCL10ARL=89W
AXCS2A=16W	AXCL12A=123W	AXCS2ARL=16W	AXCL12ARL=116W
AXCS3A=23W	AXCL6A-347V=50W	AXCS3ARL=23W	AXCL6ARL-347V=50W
AXCS4A=38W	AXCL8A-347V=66W	AXCS4ARL=38W	AXCL8ARL-347V=66W
AXCS5A=45W	AXCL10A-347V=89W	AXCS5ARL=45W	AXCL10ARL-347V=89W
AXCL6A=56W	AXCL12A-347V=116W	AXCL6ARL=50W	AXCL12ARL-347V=116W
AXCL8A=72W		AXCL8ARL=66W	

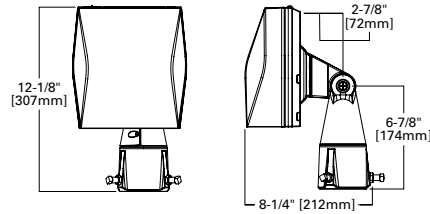
Note: All stock configurations are 4000K color temperatures, standard Carbon Bronze finish, and wall mount configuration.

Mounting Details

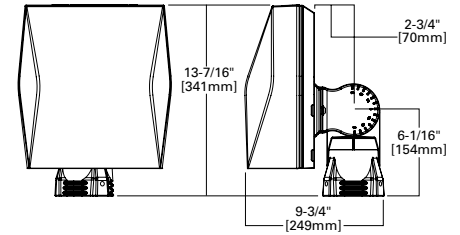
Knuckle Mount (Small)
Knuckle thread: 3/4" NPS



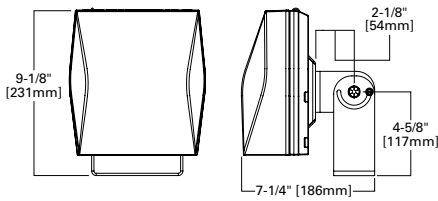
Slipfitter Mount (Small)
Tenon OD: 2-3/8" | EPA: 0.60



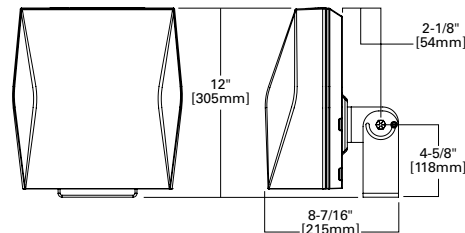
Slipfitter Mount (Large)
Tenon OD: 2-3/8" | EPA: 0.60



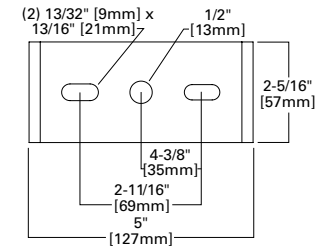
Trunnion Mount (Small)



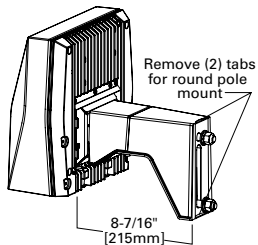
Trunnion Mount (Large)



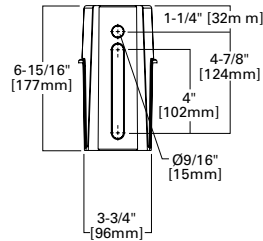
Trunnion Mount Detail



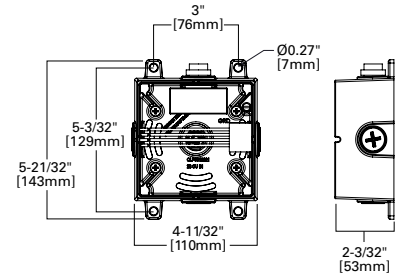
Pole Mount Arm (Large)
EPA: 1.10



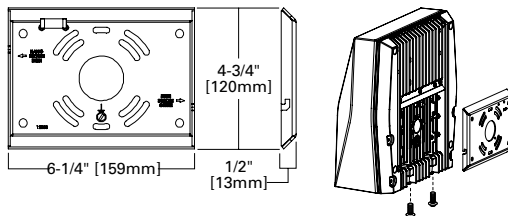
Pole Mount Arm Drill Pattern



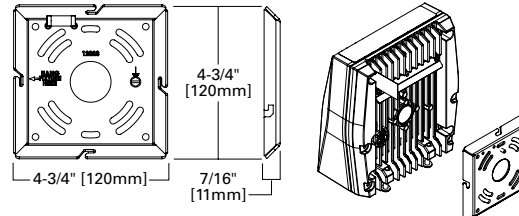
Lumen Select Back Box



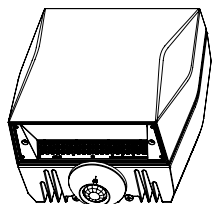
Wall Mount Plate Detail (Large)



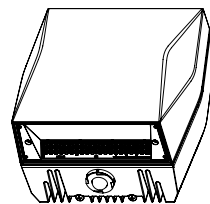
Wall Mount Plate Detail (Small)



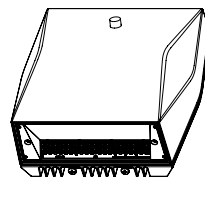
Wavelinx Sensor



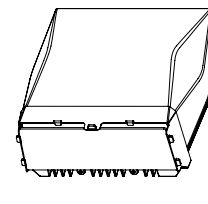
MSP Sensor



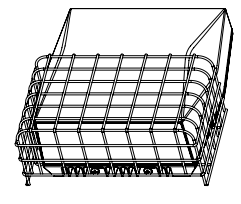
Button Photocontrol



Vandal Shield



Wire Guard



Product Specifications

Construction

- Die-cast aluminum housing
- External back fin design extracts heat from the surface to thermally optimize design for longer luminaire life

Optics

- Silicone-sealed optical LED chamber
- Acrylic refractive or full cutoff lens options for Type IV distributions

Electrical

- Standard universal voltage (120-277V, 50/60Hz)
- Driver incorporates 6kV surge protection
- <20% total harmonic distortion
- 0-10V dimming driver is standard with leads external to the fixture

Mounting

- Steel wedge mounting plate fits directly to 4" standard j-box or directly to wall with the "Hook-N-Lock" mechanism
- Stainless steel set screws
- Lumen Select Back Box accessory offers four 1/2" NPT conduit entry wire ways. Resistor Pack combinations allow field-dimming of 75% or 50% when connected to luminaire dimming leads
- Not suitable for indoor use when installed in inverted/uplight orientation

Emergency Egress

- Optional integral cold weather battery emergency egress includes emergency operation test switch, an AC-ON indicator light and a premium, maintenance-free battery pack
- The separate emergency lighting LEDs are wired to provide redundant emergency lighting. Listed to UL Standard 924, Emergency Lighting

Compliance

- cULus certified for use in -40°C to 40°C ambient environments
- Full cutoff models are IDA Certified 3000K and warmer only
- BAA domestic preference option meets BAA requirements. See DOMESTIC PREFERENCES website or consult the CLS Domestic Preferences team for more information
- FHWA and FTA agencies are utilizing their BAA rules for BABA compliance. Cooper's products with a BAA designation are manufactured in the US and utilize a BAA COTS exemption rule for compliance. To verify a configured product with specific accessories and options meet BABA Domestic Preference Requirements; submit this catalog number to Cooper Lighting Quotation team for validation by our Engineering and Manufacturing teams.
- Please refer to the [DOMESTIC PREFERENCES](#) website or consult the CLS Domestic Preferences team for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
- Components shipped separately may be separately analyzed under domestic preference requirements.

Finish

- Five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness

Shipping Data

- Small fixture=5 lbs. [2.36 kgs.]
- Small with sensor or CBP=10 lbs. [4.40 kgs.]
- Large fixture=12 lbs. [5.45 kgs.]
- Large with sensor or CBP=17 lbs. [7.73 kgs.]
- Large with sensor & CBP=21 lbs. [9.54 kgs.]

Warranty

- Five year limited warranty, consult website for details. www.cooperlighting.com/legal

Energy and Performance Data

Power and Lumens (Axcent Small)

Light Engine		AXCS1A	AXCS2A	AXCS3A	AXCS4A	AXCS5A
Power (Watts)		12	16	23	38	45
Input Current @ 120V (A)		0.10	0.13	0.19	0.32	0.38
Input Current @ 240V (A)		0.05	0.07	0.10	0.16	0.19
Input Current @ 277V (A)		0.04	0.06	0.08	0.14	0.16
Input Current @ 347V (A)		0.03	0.05	0.07	0.11	0.13
Input Current @ 480V (A)		0.03	0.03	0.05	0.08	0.09
Configuration						
Full Cutoff	4000K/5000K Lumens	1,786	2,589	3,551	5,500	6,348
	3000K Lumens	1,509	2,188	3,001	4,648	5,365
	BUG Rating	B1-U0-G0	B1-U0-G0	B1-U0-G0	B2-U0-G1	B2-U0-G1
Refractive Lens	4000K/5000K Lumens	1,894	2,745	3,765	5,832	6,731
	3000K Lumens	1,600	2,320	3,182	4,928	5,688
	BUG Rating	B1-U3-G2	B1-U3-G2	B1-U3-G2	B1-U4-G3	B1-U4-G3

Power and Lumens (Axcent Large)

Light Engine		AXCL6A	AXCL8A	AXCL10A	AXCL12A
Power (Watts)		50	66	89	115
Input Current @ 120V (A)		0.41	0.54	0.74	0.96
Input Current @ 240V (A)		0.21	0.27	0.37	0.48
Input Current @ 277V (A)		0.18	0.24	0.32	0.42
Input Current @ 347V (A)		0.14	0.19	0.26	0.33
Input Current @ 480V (A)		0.10	0.14	0.19	0.24
Configuration					
Full Cutoff	4000K Lumens	7,594	9,716	12,719	16,302
	5000K Rating	7,501	9,598	12,564	16,103
	3000K Lumens	6,502	8,319	10,890	13,958
	BUG Rating	B2-U0-G1	B2-U0-G2	B3-U0-G2	B3-U0-G2
Refractive Lens	4000K Lumens	7,809	10,331	13,665	16,637
	5000K Rating	7,714	10,205	13,498	16,434
	3000K Lumens	6,686	8,845	11,700	14,244
	BUG Rating	B1-U4-G4	B2-U5-G5	B2-U5-G5	B2-U5-G5

Power and Lumens (Small + CBP)

Light Engine		AXCS1A	AXCS2A	AXCS3A	AXCS4A
Power (Watts)		16	20	27	42
Input Current @ 120V (A)		0.13	0.17	0.23	0.35
Input Current @ 240V (A)		0.07	0.08	0.11	0.18
Input Current @ 277V (A)		0.06	0.07	0.10	0.15
Configuration					
Full Cutoff	4000K/5000K Lumens	742	792	789	644
	3000K Lumens	627	670	667	545
Refractive Lens	4000K/5000K Lumens	787	841	837	684
	3000K Lumens	664	710	708	655

Note: Power and current based on full power consumption while CBP is charging. Lumen outputs are while operating in emergency mode only.

Power and Lumens (Large + CBP)

Light Engine		AXCL6A	AXCL8A	AXCL10A
Power (Watts)		54	70	93
Input Current @ 120V (A)		0.45	0.58	0.77
Input Current @ 240V (A)		0.22	0.29	0.38
Input Current @ 277V (A)		0.19	0.25	0.33
Configuration				
Full Cutoff	4000K/5000K Lumens	141*10W=1410		
	3000K Lumens	122*10=1220		
Refractive Lens	4000K/5000K Lumens	151*10=1510		
	3000K Lumens	131*10=1310		

Note: Power and current based on full power consumption while CBP is charging. Lumen outputs are while operating in emergency mode only.

Power and Lumens Multipliers
(Lumen Select Back Box + Axcent Small)

Configuration		~75% Nominal Output	~50% Nominal Output
Catalog Number	Material Number	Connect per Installation Instructions	
AXCS1A*	13109741 or 13109939 or Other	74%	50%
AXCS2A*	13109698 or 13109938 or Other	74%	50%
AXCS3A*	13109697 or 13109937 or Other	74%	50%
AXCS4A*	13109695 or 13109936	75%	40%
AXCS4A*	13495299 or 13495470 or Other	72%	50%
AXCS5A*	13109652 or 13109935	75%	40%
AXCS5A*	13495471 or 13495472 or Other	72%	50%

Power and Lumens Multipliers
(Lumen Select Back Box + Axcent Large)

Configuration		~75% Nominal Output	~50% Nominal Output
Catalog Number	Material Number	Connect per Installation Instructions	
AXCL6A*	13645910 or 13645979	69%	47%
AXCL8A*	13645970 or 13645984	69%	47%
AXCL10A*	13645971 or 13645989	69%	47%
AXCL12A*	13645972 & 13645993	72%	49%

Energy and Performance Data

Lumen Maintenance (Axcent Small)

Ambient Temperature	TM-21 Lumen Maintenance (72,000 Hours)
Up to 3A	
25°C	88%
40°C	87%
50°C	87%
Up to 4A	
25°C	88%
40°C	87%
50°C	87%
Up to 5A	
25°C	87%
40°C	86%

Lumen Maintenance (Axcent Large)

Ambient Temperature	TM-21 Lumen Maintenance (72,000 Hours)
Up to 8A	
25°C	89%
40°C	87%
50°C	86%
Up to 10A	
25°C	88%
40°C	86%
50°C	85%
Up to 12A	
25°C	85%
40°C	82%

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
10°C	1.02
15°C	1.01
25°C	1.00
40°C	0.97

Control Options

0-10V This fixture is offered standard with 0-10V dimming driver(s) for use with a lighting control panel or other control method.

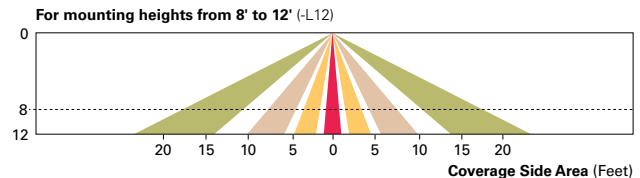
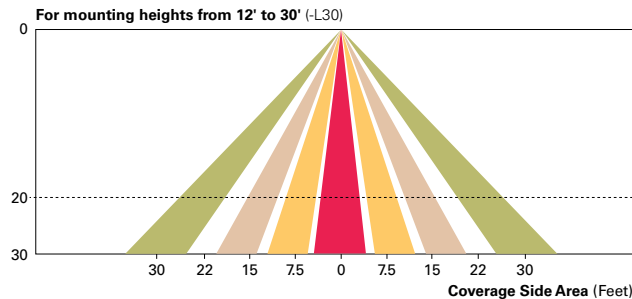
Photocontrol (PC1, PC2 and PC) Optional button-type photocontrol provides a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels.

After Hours Dim (AHD) This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The dimming profile will automatically take effect after a "dusk-to-dawn" period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

Dimming Occupancy Sensor (MSP/DIM-LXX and MSP-LXX) These sensors are factory installed in the luminaire housing. When the MSP/DIM-LXX sensor option is selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The MSP/DIM sensor is factory preset to dim down to approximately 50 percent power with a time delay of ten minutes. The MSP-LXX sensor is factory preset to turn the luminaire off after five minutes of no activity.

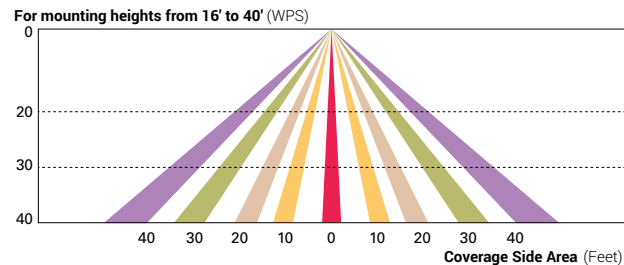
These occupancy sensors includes an integrated photocell that can be activated with the ISHH-01 accessory for "dusk-to-dawn" control or daylight harvesting - the factory preset is ON. The ISHH-01 is a wireless tool utilized for changing the dimming level, time delay, sensitivity and other parameters.

A variety of sensor lens are available to optimize the coverage pattern for mounting heights from 8'-30'.



WaveLinx Wireless Control and Monitoring System The WaveLinx Outdoor control platform operates on a wireless mesh network based on IEEE 802.15.4 standards enabling wireless control of outdoor lighting. Use the WaveLinx Mobile application for set-up and configuration. At least one Wireless Area Controller (WAC) is required for full functionality and remote communication (including adjustment of any factory pre-sets).

WaveLinx Wireless Sensor (WPS2 and WPS4) These outdoor sensors offer passive infrared (PIR) occupancy and a photocell for closed loop daylight sensing. These sensors are factory preset to dim down to approximately 50 percent power after 15 minutes of no activity detected. These occupancy sensors include an integral photocell for "dusk-to-dawn" control or daylight harvesting that is factory-enabled. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 7'-40'.





WTZ

NARROW LINEAR VAPOR TIGHT

PRODUCT
OVERVIEW



SCAN OR
CLICK HERE

FEATURES

- Operates reliably in extreme conditions with an ambient temperature range from -40°F to 131°F and a robust fiberglass body.
- Maximizes energy efficiency with efficacy up to 156 lm/W and lumen packages ranging from 2,000 to 24,000.
- Adapts to diverse applications with multiple mounting options, including surface, pendant, wall, and suspended configurations.
- Enhances durability with IP65, IP66, IP67, NEMA 4X, IK10, and NSF certifications, along with a 1500 PSI hosedown rating.
- Offers customizable lighting with multiple lens options for glare reduction and CCTs from 2700K to 5000K in 80 or 90 CRI.
- Supports advanced lighting controls with wireless grouping capabilities and occupancy sensors for optimized energy use.

DIGITAL NAVIGATION

Explore the spec sheet through the links below

[ORDERING GUIDE](#)

[AMBIENT TEMP. RANGE](#)

[LED SYSTEMS TABLE](#)

[QUICK SHIP](#)

[CONTROLS](#)

[LINE DRAWINGS](#)

[PHOTOMETRIC DATA](#)



SUITABLE APPLICATIONS

- Coolers & Freezers
- Greenhouse
- Healthcare
- Industrial
- Natorium ¹⁸
- Food & Beverage Prep
- Pharmaceutical
- Education
- Parking Garage

CERTIFICATIONS



SPECIFICATIONS

CONSTRUCTION

Injection molded one piece 5VA rated fiberglass body with chemical resistant finish for rigidity, durability and prolonged life in rough environments. F1 weatherability rated housing. Toolless removable gear tray for quick and easy access to electrical. Captive latches fastened to housing to safely secure lens to housing. Designed to achieve maximum performance and improved aesthetics.

ELECTRICAL

Class 2 LED light engine for high efficacy and long life. Calculated L70 > 100,000hrs. LED Lumen Maintenance Estimates based on TM-21 projections for the light source at 25C ambient. Power Factor > 0.90. Standard 120-277V ac 0-10V dimmable (10% - 100%) with optional 347V - 480V ac step down transformer. Optional emergency battery backups and generator transfer device available to meet critical life safety lighting requirements. Fixture max ambient reduced for emergency battery backup and step down options.

INSTALLATION

Designed for a variety of mounting applications including surface, pendant, 45 degree wall mount and suspended. Pre-drilled holes on each side of fixture for electrical access and wiring. Hole plugged from factory with rubber IP rated seal. 1/2" hubs available for threaded power entry from both ends. Toolless hinged removable gear tray for quick and easy access to electrical.

OPTICS

Robust injection molded and impact resistant PMMA lens options for durability and LED glare reduction. Standard Ribbed Acrylic Frosted (RAFL), with optional Smooth Acrylic Frosted (SAFL), Smooth Acrylic Clear (SACL), Smooth Polycarbonate Frosted (SPFL) and Smooth Polycarbonate Clear (SPCL) lens options. Field removable lens for easy access to LED boards, drivers and maintenance. IK10 rated with SAFL, SACL, SPFL, & SPCL Lenses. IK07 with RAFL lens. 80 CRI Standard (3000K-5000K) with optional 90 CRI (2700K-5000K).

THERMAL

Ambient temperature range -40°F up to 131°F (-40°C to 55°C) on select models with cold start ambient temperature options. Fixture to be mounted at a minimum plenum height of 18" for suspended mounting. Reduced maximum ambient for surface mounting. Reference Ambient Temperature Ratings by lumen package in the Ambient Temperature Range table for more detail.

CONTROLS

Factory installed Advanced & Basic integral occupancy sensor options available. Fully control light levels for both occupied and unoccupied areas with user selectable bi-level dimming options to meet critical life safety lighting requirements. Advanced controls available for grouping capabilities and BAS operation. See controls pg for more detail (pg. 5).

CERTIFICATIONS

ETL Listed to US and Canadian safety standards. Suitable for Wet Locations. American Recovery and Reinvestment Act Funding Compliant. BAA Compliant. IP65, IP66, IP67 Rated. NSF Listed. 1500 PSI Hosedown Rated. NEMA 4X Rated DLC (DesignLights Consortium) Premium Qualified. Please refer to the DLC Qualified Products List at www.Designlights.org/QPL to confirm specific product qualifications.

WARRANTY

5 Year Warranty Standard; 10 Year Warranty Optional ([Terms and Conditions apply](#)).

NARROW LINEAR VAPOR TIGHT

ORDERING GUIDE

PART # **VAS2 16L U CCTS T3 PMB BRZ**

Example: WTZ4-8L-U-30-RAFL-SS-DIM1-EM10-NURO-SP1-FMB/HUB12

VAS2		16L		U		CCTS		RAFL			
SERIES		LUMENS		INPUT VOLTAGE		CRI/CCT		LENS		LATCHES	
WTZ2 2ft Amazon		2L		U 120-277V		80CRI/CCT		RAFL Ribbed Acrylic Frosted (Standard)		BLANK None	
		3L				50		SAFL Smooth Acrylic Frosted		SS Stainless Steel Latches	
		4L				40		SACL Smooth Acrylic Clear			
		6L				35		SPFL Smooth Polycarbonate Frosted			
						30		SPCL Smooth Polycarbonate Clear			
WTZ4 4ft Amazon		3L 7L				90CRI/CCT ¹⁷					
		4L 8L				927					
		5L 9L				930					
		6L 10L				935					
		12L				940					
						950					
WTZ8 8ft Amazon		6L 14L									
		8L 16L									
		10L 18L									
		12L 24L									

POWER ENTRY		SECURITY		ALTERNATE DRIVER		AMBIENT TEMP	
BLANK	None	BLANK	None	BLANK	None	BLANK	None
EMH1 ¹⁰	1/2" HUB installed in one end of housing for power entry	TPS	Tamper Proof Screws	DIM1	1% Dimming Driver	CT ¹⁸	-40°F Cold Start
EMH2 ¹¹	1/2" HUB installed in both ends of housing for power entry						

EMERGENCY		CONTROLS OPTIONS			
		BASIC		ADVANCED	
BLANK	None	BLANK	None	BLANK	None
EM5 ⁶	5W LED Battery Backup	WLOS ^{3,5}	Wet-Location Rated On/Off End Mounted Occupancy Sensor	ESMC/HB ^{2,5,8}	EasySense High-Bay Sensor
EM5/HE ^{6,14}	5W LED Battery Backup - CEC Title 20 Compliant	WLOSPC ^{3,5}	Wet-Location Rated On/Off End Mounted Occ Sensor w/ Photocell	FSP311B/Lx ^{3,5}	Drop Nipple Bluetooth PIR Sensor
EM7 ⁶	7W Battery Backup	USBD ^{3,5}	User Selectable Bi-Level Dimming End Mounted Sensor		Lx = Mounting Height, - L2 = 10'MH - L3 = 20'MH
EM7/HE ^{6,14}	7W Battery Backup - CEC Title 20 Compliant	BDxx ^{3,5}	Preset Bi-Level Dimming End Mounted Sensor	NURO ^{2,5,8,17}	NUROAir PIR Sensor
EM10 ⁶	10W Battery Backup - CEC Title 20 Compliant	BDxxPC ^{3,5}	Preset Bi-Level Dimming End Mounted Sensor w/ Photocell		
EM10/HE ⁶	10W Battery Backup - CEC Title 20 Compliant	MWS ^{2,3,4,7}	On/Off Microwave Sensor Installed Behind Lens		
EM10/HE/SD ⁶	10W Self-Diagnostic Battery Backup - CEC Title 20 Compliant	MWUSBD ^{2,3,4,7,9}	User Selectable Bi-Level Dimming Microwave Sensor Installed Behind Lens		
EM12 ⁶	12W Battery Backup				
EMCT14 ⁷	14W LED Cold Temp Battery Backup; -4°F (-20°C) - CEC Title 20 Compliant				
GTD ⁷	Generator Transfer Device				

STEP DOWN		PROTECTION		MOUNTING		WIRING		WARRANTY	
BLANK	None	BLANK	None	BLANK	None	BLANK	None	BLANK	5 Year
SD347 ^{13,15}	347V Step Down Transformer	SP1	10kA Surge Protector Installed	FMB/HUB12 ^{13,12,14}	Fixture Mounting Box for Pendant Mounting with Conduit Hub 1/2" for Top Power Entry	C6/3W	3-wire cord standard fixtures 6FT	10YR	10 Year
SD480 ^{13,15}	480V Step Down Transformer			FMB/HUB34 ^{13,12}	Fixture Mounting Box for Pendant Mounting with Conduit Hub 3/4" for Pendant Mounting	C10/3W	3-wire cord standard fixtures 10FT		
						C6/4W	4-wire cord for EM fixtures 6FT		
						C10/4W	4-wire cord for EM fixtures 10FT		
						C6/5W	5-wire cord for EM fixtures 6FT		
						C10/5W	5-wire cord for EM fixtures 10FT		
						3WMR ⁵	3-wire mini receptacle installed		
						3WMR/6 ⁵	3-wire mini receptacle installed with 6ft cord		

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NARROW LINEAR VAPOR TIGHT

ORDERING GUIDE (Continued)

SHIP WITH ACCESSORIES	
+WTZ-AC6L-KIT	Adjustable 6' Loop Aircraft Cable Set Kit
+WTZ-AC10L-KIT	Adjustable 10' Loop Aircraft Cable Set Kit
+WTZ-AC6L/SS-KIT	Adjustable 6' Loop Aircraft Cable Set Stainless Steel Kit
+WTZ-AC10L/SS-KIT	Adjustable 10' Loop Aircraft Cable Set Stainless Steel Kit
AB45DEG/SS	45 Degree Stainless Steel Angled Mounting Bracket Set
MW/RC	Programming Tool for MWUSBD Sensor
ES/WW/DR	EasySense Dual Rocker Wireless Wall Switch

FOOTNOTES

¹Reference Ambient Temp. Range Table for more detail (below)

²IP65 Rated

³IP66 Rated

⁴IP67 Rated

⁵Does not qualify for NSF

⁶Operating temp down to 32°F

⁷Operating temp down to -4°F

⁸Requires Bluetooth Enabled device for programming (provided by others)

⁹Must be used with MW/RC option for commissioning

¹⁰Cannot be used with combination of

End Mounted sensor & power cord

¹¹Cannot be used w/ End Mounted sensor or power cord

¹²One provided per 4ft section

¹³Reference DLC website for current listing

¹⁴Not available on WTZ2

¹⁵Not compatible with EM options

¹⁶When used with PC Lens and SS

¹⁷Only available in;

2': 2L-4L, 4': 3L-8L, 8': 6L-16L

¹⁸Not available with Emergency options



QUICK SHIP ITEMS:

SERIES	LUMENS/WATTAGE	DRIVER	COLOR	PRIMARY LENS
☐ WTZ4 4ft Amazon	☐ 4L ☐ 7L	☐ U 120-277V	☐ 50 ☐ 40	☐ RAFL Ribbed Acrylic Frosted
☐ WTZ8 8ft Amazon	☐ 12L	☐ U 120-277V	☐ 50 ☐ 40	☐ RAFL Ribbed Acrylic Frosted

AMBIENT TEMPERATURE RANGE

Part Numbers	Suspended (18 in.)	Surface Mount
	Standard ¹	Standard ¹
WTZ2-2L-U-XX-RAFL	-4°F to 127°F	-4°F to 126°F
WTZ2-3L-U-XX-RAFL	-4°F to 122°F	-4°F to 112°F
WTZ2-4L-U-XX-RAFL	-4°F to 115°F	-4°F to 103°F
WTZ2-6L-U-XX-RAFL	-4°F to 110°F	-4°F to 96°F
WTZ4-3L-U-XX-RAFL	-4°F to 132°F	-4°F to 130°F
WTZ4-4L-U-XX-RAFL	-4°F to 129°F	-4°F to 122°F
WTZ4-5L-U-XX-RAFL	-4°F to 127°F	-4°F to 115°F
WTZ4-6L-U-XX-RAFL	-4°F to 126°F	-4°F to 113°F
WTZ4-7L-U-XX-RAFL	-4°F to 125°F	-4°F to 111°F
WTZ4-8L-U-XX-RAFL	-40°F to 124°F	-40°F to 108°F
WTZ4-9L-U-XX-RAFL	-4°F to 122°F	-4°F to 104°F
WTZ4-10L-U-XX-RAFL	-40°F to 130°F	-40°F to 119°F
WTZ4-12L-U-XX-RAFL	-40°F to 129°F	-40°F to 118°F
WTZ8-6L-U-XX-RAFL	-4°F to 122°F	-4°F to 117°F
WTZ8-8L-U-XX-RAFL	-40°F to 129°F	-40°F to 115°F
WTZ8-10L-U-XX-RAFL	-4°F to 127°F	-4°F to 115°F
WTZ8-12L-U-XX-RAFL	-40°F to 124°F	-40°F to 120°F
WTZ8-14L-U-XX-RAFL	-4°F to 125°F	-4°F to 111°F
WTZ8-16L-U-XX-RAFL	-40°F to 122°F	-40°F to 110°F
WTZ8-18L-U-XX-RAFL	-40°F to 145°F	-40°F to 133°F
WTZ8-24L-U-XX-RAFL	-40°F to 122°F	-40°F to 107°F

¹CT Cold Temp Start Driver (-40°F) Available for (-4°F) standard products



NARROW LINEAR VAPOR TIGHT

SYSTEMS INFO ¹	3000K		3500K		4000K		5000K		Watts ²	CRI	Replaces
	Part Numbers	Lumens	Efficacy	Lumens	Efficacy	Lumens	Efficacy	Lumens	Efficacy		
WTZ2-2L-U-XX-RAFL	2,355 lm	125 lm/W	2,431 lm	129 lm/W	2,532 lm	135 lm/W	2,532 lm	135 lm/W	19W	>80	1T8
WTZ2-2L-U-XX-SAFL	2,316 lm	123 lm/W	2,391 lm	127 lm/W	2,490 lm	132 lm/W	2,490 lm	132 lm/W			
WTZ2-2L-U-XX-SACL	2,511 lm	133 lm/W	2,592 lm	138 lm/W	2,700 lm	143 lm/W	2,700 lm	143 lm/W			
WTZ2-2L-U-XX-SPFL	2,143 lm	114 lm/W	2,583 lm	137 lm/W	2,305 lm	122 lm/W	2,305 lm	122 lm/W			
WTZ2-2L-U-XX-SPCL	2,502 lm	133 lm/W	2,583 lm	137 lm/W	2,691 lm	143 lm/W	2,691 lm	143 lm/W			
WTZ2-3L-U-XX-RAFL	3,053 lm	124 lm/W	3,152 lm	128 lm/W	3,283 lm	133 lm/W	3,283 lm	133 lm/W	25W	>80	1T8
WTZ2-3L-U-XX-SAFL	3,003 lm	122 lm/W	3,100 lm	126 lm/W	3,229 lm	131 lm/W	3,229 lm	131 lm/W			
WTZ2-3L-U-XX-SACL	3,256 lm	132 lm/W	3,361 lm	136 lm/W	3,501 lm	142 lm/W	3,501 lm	142 lm/W			
WTZ2-3L-U-XX-SPFL	2,779 lm	113 lm/W	2,869 lm	116 lm/W	2,988 lm	121 lm/W	2,988 lm	121 lm/W			
WTZ2-3L-U-XX-SPCL	3,244 lm	131 lm/W	3,349 lm	136 lm/W	3,489 lm	141 lm/W	3,489 lm	141 lm/W			
WTZ2-4L-U-XX-RAFL	3,877 lm	122 lm/W	4,002 lm	126 lm/W	4,169 lm	132 lm/W	4,169 lm	132 lm/W	32W	>80	2T8
WTZ2-4L-U-XX-SAFL	3,814 lm	120 lm/W	3,937 lm	124 lm/W	4,101 lm	129 lm/W	4,101 lm	129 lm/W			
WTZ2-4L-U-XX-SACL	4,039 lm	131 lm/W	4,268 lm	135 lm/W	4,445 lm	140 lm/W	4,445 lm	140 lm/W			
WTZ2-4L-U-XX-SPFL	3,529 lm	111 lm/W	3,643 lm	115 lm/W	3,795 lm	120 lm/W	3,795 lm	120 lm/W			
WTZ2-4L-U-XX-SPCL	4,025 lm	130 lm/W	4,253 lm	134 lm/W	4,430 lm	140 lm/W	4,430 lm	140 lm/W			
WTZ2-6L-U-XX-RAFL	4,968 lm	124 lm/W	5,128 lm	128 lm/W	5,342 lm	134 lm/W	5,342 lm	134 lm/W	40W	>80	3T8
WTZ2-6L-U-XX-SAFL	4,887 lm	122 lm/W	5,044 lm	126 lm/W	5,254 lm	131 lm/W	5,254 lm	131 lm/W			
WTZ2-6L-U-XX-SACL	5,297 lm	133 lm/W	5,468 lm	137 lm/W	5,696 lm	142 lm/W	5,696 lm	142 lm/W			
WTZ2-6L-U-XX-SPFL	4,522 lm	113 lm/W	4,668 lm	117 lm/W	4,862 lm	122 lm/W	4,862 lm	122 lm/W			
WTZ2-6L-U-XX-SPCL	5,279 lm	132 lm/W	5,449 lm	136 lm/W	5,676 lm	142 lm/W	5,676 lm	142 lm/W			
WTZ4-3L-U-XX-RAFL	2,822 lm	134 lm/W	2,913 lm	138 lm/W	3,034 lm	144 lm/W	3,034 lm	144 lm/W	21W	>80	1T8
WTZ4-3L-U-XX-SAFL	2,775 lm	132 lm/W	2,865 lm	136 lm/W	2,984 lm	142 lm/W	2,984 lm	142 lm/W			
WTZ4-3L-U-XX-SACL	3,009 lm	143 lm/W	3,106 lm	148 lm/W	3,235 lm	154 lm/W	3,235 lm	154 lm/W			
WTZ4-3L-U-XX-SPFL	2,568 lm	122 lm/W	2,651 lm	126 lm/W	2,762 lm	131 lm/W	2,762 lm	131 lm/W			
WTZ4-3L-U-XX-SPCL	2,998 lm	142 lm/W	3,095 lm	147 lm/W	3,224 lm	153 lm/W	3,224 lm	153 lm/W			
WTZ4-4L-U-XX-RAFL	3,789 lm	132 lm/W	3,911 lm	137 lm/W	4,074 lm	142 lm/W	4,074 lm	142 lm/W	29W	>80	2T8
WTZ4-4L-U-XX-SAFL	3,727 lm	130 lm/W	3,847 lm	134 lm/W	4,007 lm	140 lm/W	4,007 lm	140 lm/W			
WTZ4-4L-U-XX-SACL	4,040 lm	141 lm/W	4,170 lm	146 lm/W	4,344 lm	152 lm/W	4,344 lm	152 lm/W			
WTZ4-4L-U-XX-SPFL	3,449 lm	120 lm/W	3,560 lm	124 lm/W	3,708 lm	129 lm/W	3,708 lm	129 lm/W			
WTZ4-4L-U-XX-SPCL	4,026 lm	141 lm/W	4,156 lm	145 lm/W	4,329 lm	151 lm/W	4,329 lm	151 lm/W			
WTZ4-5L-U-XX-RAFL	4,818 lm	127 lm/W	4,993 lm	132 lm/W	5,201 lm	137 lm/W	5,201 lm	137 lm/W	38W	>80	1T5HO
WTZ4-5L-U-XX-SAFL	4,758 lm	125 lm/W	4,911 lm	129 lm/W	5,116 lm	135 lm/W	5,116 lm	135 lm/W			
WTZ4-5L-U-XX-SACL	5,158 lm	136 lm/W	5,324 lm	140 lm/W	5,546 lm	146 lm/W	5,546 lm	146 lm/W			
WTZ4-5L-U-XX-SPFL	4,403 lm	116 lm/W	4,545 lm	120 lm/W	4,734 lm	125 lm/W	4,734 lm	125 lm/W			
WTZ4-5L-U-XX-SPCL	5,140 lm	135 lm/W	5,306 lm	140 lm/W	5,527 lm	146 lm/W	5,527 lm	146 lm/W			
WTZ4-6L-U-XX-RAFL	6,050 lm	128 lm/W	6,245 lm	132 lm/W	6,505 lm	137 lm/W	6,505 lm	137 lm/W	47W	>80	3T8
WTZ4-6L-U-XX-SAFL	5,950 lm	126 lm/W	6,142 lm	130 lm/W	6,398 lm	135 lm/W	6,398 lm	135 lm/W			
WTZ4-6L-U-XX-SACL	6,451 lm	136 lm/W	6,659 lm	141 lm/W	6,936 lm	146 lm/W	6,936 lm	146 lm/W			
WTZ4-6L-U-XX-SPFL	5,506 lm	116 lm/W	5,684 lm	120 lm/W	5,921 lm	125 lm/W	5,921 lm	125 lm/W			
WTZ4-6L-U-XX-SPCL	6,428 lm	136 lm/W	6,636 lm	140 lm/W	6,912 lm	146 lm/W	6,912 lm	146 lm/W			
WTZ4-7L-U-XX-RAFL	7,021 lm	127 lm/W	7,247 lm	131 lm/W	7,549 lm	137 lm/W	7,549 lm	137 lm/W	55W	>80	3T8
WTZ4-7L-U-XX-SAFL	6,905 lm	125 lm/W	7,128 lm	129 lm/W	7,425 lm	134 lm/W	7,425 lm	134 lm/W			
WTZ4-7L-U-XX-SACL	7,486 lm	135 lm/W	7,728 lm	140 lm/W	8,050 lm	146 lm/W	8,050 lm	146 lm/W			
WTZ4-7L-U-XX-SPFL	6,390 lm	116 lm/W	6,596 lm	119 lm/W	6,871 lm	124 lm/W	6,871 lm	124 lm/W			
WTZ4-7L-U-XX-SPCL	7,460 lm	135 lm/W	7,701 lm	139 lm/W	8,022 lm	145 lm/W	8,022 lm	145 lm/W			
WTZ4-8L-U-XX-RAFL	8,061 lm	132 lm/W	8,321 lm	136 lm/W	8,668 lm	142 lm/W	8,668 lm	142 lm/W	61W	>80	2T5HO
WTZ4-8L-U-XX-SAFL	7,929 lm	129 lm/W	8,185 lm	134 lm/W	8,526 lm	139 lm/W	8,526 lm	139 lm/W			
WTZ4-8L-U-XX-SACL	8,596 lm	140 lm/W	8,873 lm	145 lm/W	9,243 lm	151 lm/W	9,243 lm	151 lm/W			
WTZ4-8L-U-XX-SPFL	7,337 lm	120 lm/W	7,574 lm	124 lm/W	7,890 lm	129 lm/W	7,890 lm	129 lm/W			
WTZ4-8L-U-XX-SPCL	8,566 lm	140 lm/W	8,842 lm	144 lm/W	9,211 lm	150 lm/W	9,211 lm	150 lm/W			

¹LED Chips are frequently updated therefore values are nominal*Please refer to the DLC Qualified Products List at www.Designlights.org/QPL to confirm specific product qualifications²Electrical data at 25°C (77°F) 120V. Actual wattage may differ by +/-10%



NARROW LINEAR VAPOR TIGHT

SYSTEMS INFO ¹	3000K		3500K		4000K		5000K		Watts ²	CRI	Replaces
	Part Numbers	Lumens	Efficacy	Lumens	Efficacy	Lumens	Efficacy	Lumens	Efficacy		
WTZ4-9L-U-XX-RAFL	8,703 lm	133 lm/W	8,984 lm	137 lm/W	9,358 lm	143 lm/W	9,358 lm	143 lm/W	66W	>80	2T5HO
WTZ4-9L-U-XX-SAFL	8,560 lm	131 lm/W	8,836 lm	135 lm/W	9,205 lm	141 lm/W	9,205 lm	141 lm/W			
WTZ4-9L-U-XX-SACL	9,280 lm	142 lm/W	9,579 lm	146 lm/W	9,978 lm	152 lm/W	9,978 lm	152 lm/W			
WTZ4-9L-U-XX-SPFL	7,921 lm	121 lm/W	8,177 lm	125 lm/W	8,518 lm	130 lm/W	8,518 lm	130 lm/W			
WTZ4-9L-U-XX-SPCL	9,248 lm	141 lm/W	9,546 lm	146 lm/W	9,944 lm	152 lm/W	9,944 lm	152 lm/W			
WTZ4-10L-U-XX-RAFL	9,528 lm	131 lm/W	9,835 lm	136 lm/W	10,245 lm	141 lm/W	10,245 lm	141 lm/W	73W	>80	4T8
WTZ4-10L-U-XX-SAFL	9,372 lm	129 lm/W	9,674 lm	133 lm/W	10,077 lm	139 lm/W	10,077 lm	139 lm/W			
WTZ4-10L-U-XX-SACL	10,160 lm	140 lm/W	10,487 lm	145 lm/W	10,924 lm	151 lm/W	10,924 lm	151 lm/W			
WTZ4-10L-U-XX-SPFL	8,672 lm	120 lm/W	8,952 lm	124 lm/W	9,325 lm	129 lm/W	9,325 lm	129 lm/W			
WTZ4-10L-U-XX-SPCL	10,124 lm	140 lm/W	10,451 lm	144 lm/W	10,886 lm	150 lm/W	10,886 lm	150 lm/W			
WTZ4-12L-U-XX-RAFL	12,099 lm	130 lm/W	12,490 lm	134 lm/W	13,010 lm	139 lm/W	13,010 lm	139 lm/W	93W	>80	3T5HO
WTZ4-12L-U-XX-SAFL	11,901 lm	128 lm/W	12,285 lm	132 lm/W	12,797 lm	137 lm/W	12,797 lm	137 lm/W			
WTZ4-12L-U-XX-SACL	12,902 lm	138 lm/W	13,318 lm	143 lm/W	13,873 lm	149 lm/W	13,873 lm	149 lm/W			
WTZ4-12L-U-XX-SPFL	11,013 lm	118 lm/W	11,368 lm	122 lm/W	11,842 lm	127 lm/W	11,842 lm	127 lm/W			
WTZ4-12L-U-XX-SPCL	12,857 lm	138 lm/W	13,271 lm	142 lm/W	13,824 lm	148 lm/W	13,824 lm	148 lm/W			
WTZ8-6L-U-XX-RAFL	6,314 lm	136 lm/W	6,517 lm	140 lm/W	6,789 lm	146 lm/W	6,789 lm	146 lm/W	47W	>80	2T8
WTZ8-6L-U-XX-SAFL	6,210 lm	134 lm/W	6,411 lm	138 lm/W	6,678 lm	144 lm/W	6,678 lm	144 lm/W			
WTZ8-6L-U-XX-SACL	6,732 lm	145 lm/W	6,950 lm	150 lm/W	7,239 lm	156 lm/W	7,239 lm	156 lm/W			
WTZ8-6L-U-XX-SPFL	5,747 lm	124 lm/W	5,932 lm	128 lm/W	6,179 lm	133 lm/W	6,179 lm	133 lm/W			
WTZ8-6L-U-XX-SPCL	6,709 lm	144 lm/W	6,925 lm	149 lm/W	7,214 lm	155 lm/W	7,214 lm	155 lm/W			
WTZ8-8L-U-XX-RAFL	8,307 lm	132 lm/W	8,575 lm	137 lm/W	8,932 lm	142 lm/W	8,932 lm	142 lm/W	63W	>80	2T8
WTZ8-8L-U-XX-SAFL	8,171 lm	130 lm/W	8,434 lm	134 lm/W	8,786 lm	140 lm/W	8,786 lm	140 lm/W			
WTZ8-8L-U-XX-SACL	8,858 lm	141 lm/W	9,143 lm	146 lm/W	9,524 lm	152 lm/W	9,524 lm	152 lm/W			
WTZ8-8L-U-XX-SPFL	7,561 lm	120 lm/W	7,805 lm	124 lm/W	8,130 lm	130 lm/W	8,130 lm	130 lm/W			
WTZ8-8L-U-XX-SPCL	8,827 lm	141 lm/W	9,112 lm	145 lm/W	9,491 lm	151 lm/W	9,491 lm	151 lm/W			
WTZ8-10L-U-XX-RAFL	9,802 lm	129 lm/W	10,118 lm	133 lm/W	10,540 lm	138 lm/W	10,540 lm	138 lm/W	76W	>80	3T5HO
WTZ8-10L-U-XX-SAFL	9,641 lm	127 lm/W	9,952 lm	131 lm/W	10,367 lm	136 lm/W	10,367 lm	136 lm/W			
WTZ8-10L-U-XX-SACL	10,452 lm	137 lm/W	10,789 lm	142 lm/W	11,239 lm	147 lm/W	11,239 lm	147 lm/W			
WTZ8-10L-U-XX-SPFL	8,922 lm	117 lm/W	9,210 lm	121 lm/W	9,594 lm	126 lm/W	9,594 lm	126 lm/W			
WTZ8-10L-U-XX-SPCL	10,416 lm	137 lm/W	10,752 lm	141 lm/W	11,200 lm	147 lm/W	11,200 lm	147 lm/W			
WTZ8-12L-U-XX-RAFL	10,968 lm	135 lm/W	11,321 lm	139 lm/W	11,793 lm	145 lm/W	11,793 lm	145 lm/W	81W	>80	6T8
WTZ8-12L-U-XX-SAFL	10,788 lm	133 lm/W	11,136 lm	137 lm/W	11,600 lm	143 lm/W	11,600 lm	143 lm/W			
WTZ8-12L-U-XX-SACL	11,695 lm	144 lm/W	12,072 lm	148 lm/W	12,575 lm	155 lm/W	12,575 lm	155 lm/W			
WTZ8-12L-U-XX-SPFL	9,983 lm	123 lm/W	10,305 lm	127 lm/W	10,734 lm	132 lm/W	10,734 lm	132 lm/W			
WTZ8-12L-U-XX-SPCL	11,654 lm	143 lm/W	12,030 lm	148 lm/W	12,531 lm	154 lm/W	12,531 lm	154 lm/W			
WTZ8-14L-U-XX-RAFL	13,468 lm	130 lm/W	13,903 lm	134 lm/W	14,482 lm	140 lm/W	14,482 lm	140 lm/W	103W	>80	6T8
WTZ8-14L-U-XX-SAFL	13,247 lm	128 lm/W	13,675 lm	132 lm/W	14,245 lm	138 lm/W	14,245 lm	138 lm/W			
WTZ8-14L-U-XX-SACL	14,361 lm	139 lm/W	14,825 lm	143 lm/W	15,442 lm	149 lm/W	15,442 lm	149 lm/W			
WTZ8-14L-U-XX-SPFL	12,259 lm	119 lm/W	12,654 lm	122 lm/W	13,182 lm	127 lm/W	13,182 lm	127 lm/W			
WTZ8-14L-U-XX-SPCL	14,311 lm	138 lm/W	14,773 lm	143 lm/W	15,389 lm	149 lm/W	15,389 lm	149 lm/W			
WTZ8-16L-U-XX-RAFL	15,218 lm	130 lm/W	15,709 lm	134 lm/W	16,363 lm	139 lm/W	16,363 lm	139 lm/W	117W	>80	4T5HO
WTZ8-16L-U-XX-SAFL	14,968 lm	127 lm/W	15,451 lm	132 lm/W	16,095 lm	137 lm/W	16,095 lm	137 lm/W			
WTZ8-16L-U-XX-SACL	16,227 lm	138 lm/W	16,750 lm	143 lm/W	17,448 lm	149 lm/W	17,448 lm	149 lm/W			
WTZ8-16L-U-XX-SPFL	13,851 lm	118 lm/W	14,298 lm	122 lm/W	14,894 lm	127 lm/W	14,894 lm	127 lm/W			
WTZ8-16L-U-XX-SPCL	16,170 lm	138 lm/W	16,692 lm	142 lm/W	17,387 lm	148 lm/W	17,387 lm	148 lm/W			
WTZ8-18L-U-XX-RAFL	16,614 lm	136 lm/W	17,149 lm	140 lm/W	17,864 lm	146 lm/W	17,864 lm	146 lm/W	122W	>80	6T5HO
WTZ8-18L-U-XX-SAFL	16,341 lm	133 lm/W	16,868 lm	138 lm/W	17,571 lm	144 lm/W	17,571 lm	144 lm/W			
WTZ8-18L-U-XX-SACL	17,715 lm	145 lm/W	18,286 lm	150 lm/W	19,048 lm	156 lm/W	19,048 lm	156 lm/W			
WTZ8-18L-U-XX-SPFL	15,122 lm	124 lm/W	15,609 lm	128 lm/W	16,260 lm	133 lm/W	16,260 lm	133 lm/W			
WTZ8-18L-U-XX-SPCL	17,654 lm	144 lm/W	18,223 lm	149 lm/W	18,982 lm	155 lm/W	18,982 lm	155 lm/W			
WTZ8-24L-U-XX-RAFL	21,936 lm	136 lm/W	22,644 lm	140 lm/W	23,587 lm	146 lm/W	23,587 lm	146 lm/W	162W	>80	6T5HO
WTZ8-24L-U-XX-SAFL	21,576 lm	133 lm/W	22,272 lm	138 lm/W	23,200 lm	144 lm/W	23,200 lm	144 lm/W			
WTZ8-24L-U-XX-SACL	23,390 lm	145 lm/W	24,145 lm	149 lm/W	25,151 lm	156 lm/W	25,151 lm	156 lm/W			
WTZ8-24L-U-XX-SPFL	19,966 lm	124 lm/W	20,610 lm	128 lm/W	21,469 lm	133 lm/W	21,469 lm	133 lm/W			
WTZ8-24L-U-XX-SPCL	23,309 lm	144 lm/W	24,061 lm	149 lm/W	25,064 lm	155 lm/W	25,064 lm	155 lm/W			

¹ LED Chips are frequently updated therefore values are nominal*Please refer to the DLC Qualified Products List at www.Designlights.org/QPL to confirm specific product qualifications² Electrical data at 25°C (77°F) 120V. Actual wattage may differ by +/-10%



CONTROLS OPTIONS

BASIC

WLOS

Standard on/off wet location rated PIR occupancy sensor. Comes with 360 degree lens. Sensor mounted off end of fixture.

WLOSPC

Standard on/off wet location rated PIR occupancy sensor with photocell control. When installed, fixture will not activate unless 1. motion is detected and 2. light levels are below the preset level. When activated, fixture will turn on to 100% light output and will only shut off when one of the two levels listed above are met. If no motion is detected and light levels fall below preset level the fixture remains off. Sensor mounted off end of fixture.

USBD

User Selectable Bi-Level Dimming wet location rated PIR occupancy sensor. Allows the end user to manually select the unoccupied dimming level. Once motion is detected, the fixture will return to 100% light output. Sensor mounted off end of fixture.

BDxx

Factory set Bi-Level Dimming wet location rated PIR occupancy sensor. Sensor is set to dim level, as indicated in the "xx" portion of the part number, when the area is unoccupied. Example: BD20 sets the fixture to dim down to 20% lumen output when the area is unoccupied. Once motion is detected, the fixture will return to 100% light output. Sensor mounted off end of fixture.

BDxxPC

Factory set Bi-Level Dimming with motion and photocell. Sensor is set to dim level, as indicated in the "xx" portion of the part number, when the area is unoccupied and will not return to 100% light output unless 1. motion is detected and 2. the light level is below the preset level. Example: BD20PC sets the fixture to dim down to 20% lumen output when the area is unoccupied and will not return to 100% light output unless the above conditions are met for both motion and light level readings. Sensor mounted off end cap of fixture.

MWS

Standard on/off wet location rated microwave occupancy sensor. Sensor installed on LED gear tray behind lens.

MWUSBD

User Selectable Bi-Level Dimming wet location rated microwave occupancy sensor. Allows the end user to manually select the unoccupied dimming level. Once motion is detected, the fixture will return to 100% light output. Requires use of MW/RC programming tool; one needed per project. Sensor installed on LED gear tray behind lens.

CONTROLS OPTIONS

ADVANCED

NUROAir by ILLUMUS

NURO

NUROAir Plug n Play Bluetooth Sensor is the optimal groupable controls lighting solution. With main features such as Plug and Play, PIR Motion Sensing, Occupancy/Vacancy and Daylight Harvesting (WHT) - this flexibility makes the NUROAir Plug n Play Sensor ideal for tailoring lighting to specific space needs, optimizing both ambiance and efficiency. The NUROAir App, available for download on iOS and Google Play Store, offers a user-friendly interface for automatic or manual customization of your space. Through the app, users can configure sensor settings such as the Light Output, CCT, Hold Time, Standby Time/Level, High/Low End Trim, Background Light Level, Set Schedules, and Control Lighting Groups or Zones, all from a mobile or tablet device. Manual control is also available with a range of compatible wireless & wired wall switch options.



Click Here or Scan Code
to Learn More About

NUROAir Bluetooth Controls

EASYSENSE

Philips ESMC/HB

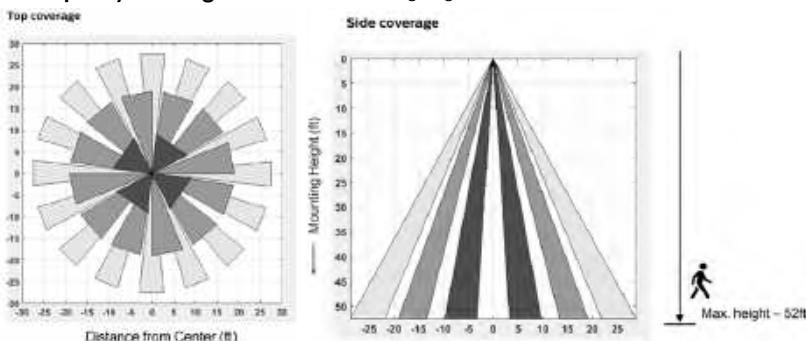
EasySense sensor combines occupancy sensing, daylight harvesting and institutional tuning in one compact solution. This is an ideal control for any high bay application. Each device allows you to turn on/off occupancy and/or daylight harvesting functions as well as set the full light output, background light level, occupancy prolong time, occupancy grace fading time & occupancy time out/hold time. Easily Controlled via Mobile Phone with Philips MasterConnect Bluetooth App. (Sold separately). Sensor mounted off end cap of fixture.



Default Factory Settings

Occupancy based control	Enabled
Daylight based control	Enabled
Occupancy Mode	Auto-on/off
Group/Zone Occupancy Sharing	Enabled
Zone Occupancy Sharing	Disabled
Group/Zone Lighting Behavior	Background level
Field Task Tuning	100%
Eco-On Level	100%
Background Light Level	20%
Hold Time	10 minutes
Prolong Time	10 minutes
Grace Fading	10 seconds
Fade to Switch-On	1 second (fixed value)
Fade to Switch-Off	1 second (fixed value)

Occupancy Sensing Based on 52ft mounting height





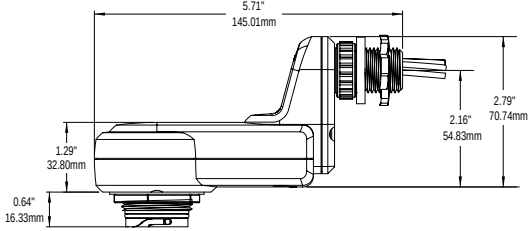
CONTROLS OPTIONS

ADVANCED

DROP NIPPLE SENSOR

FSP311B/Lx

FSP-311 offers fully adjustable high and low dimmed light levels with optional photocell. Hold off setpoint with automatic calibration option. Adjustable time delay and cut off delay. Sensor adjustable programming via iOS® or Android® 'Sensor Configuration' App. Sensor mounted on center driver channel.



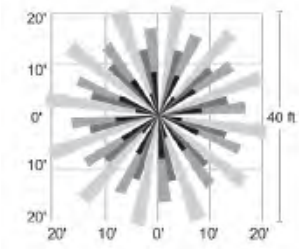
FACTORY DEFAULTS

High Mode.....	10 V
Low Mode	1 V
Time Delay.....	5 min
Cut Off.....	1 hr
Sensitivity	High
Hold Off	Disabled
Ramp Up.....	Disabled
Fade Down.....	Disabled
Photocell Setpoint for On/Off.....	Disabled
Continuous Dimming.....	Disabled



FSP-311/L3

Top View

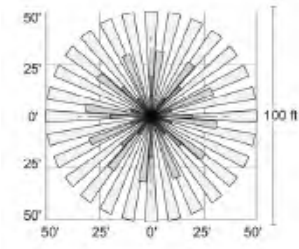


Side View

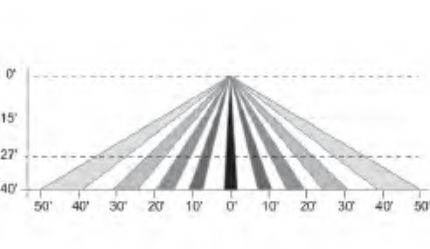


FSP-311/L7

Top View



Side View





MOUNTING OPTIONS



Stainless Steel Mounting Brackets

Provided standard for dual point chain, cable hanging, and surface mount.



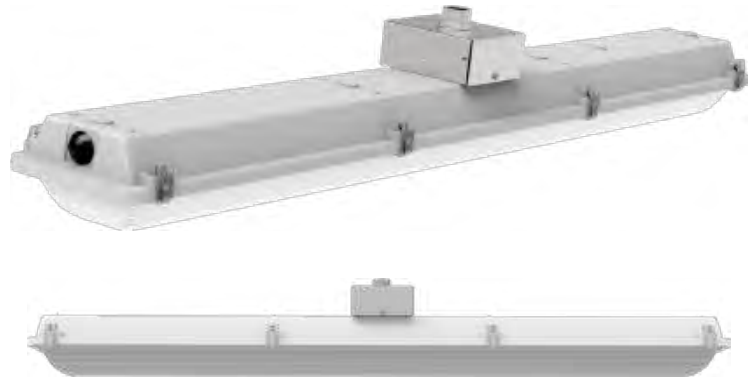
AB45DEG/SS

(x = 6' or 10') 45° Stainless Steel Angled Wall Mount Bracket. Two standard per set. One set required per fixture.



+WTZ-ACxL-KIT

Adjustable loop aircraft cable set (x = 6' or 10')



FMB/HUB34 or FMB/HUB12

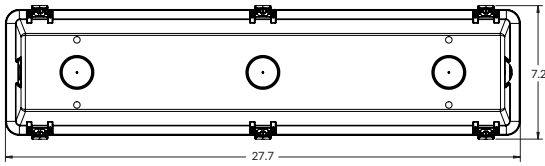
Fixture Mounting Box utilized when pendant mounting. One needed per 4ft section.



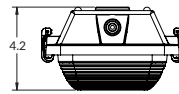
LINE DRAWINGS

WTZ2

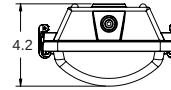
Top View



End View

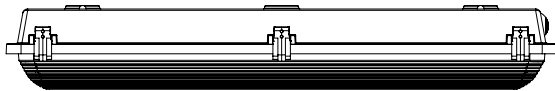


LENS TYPE:
RAFL



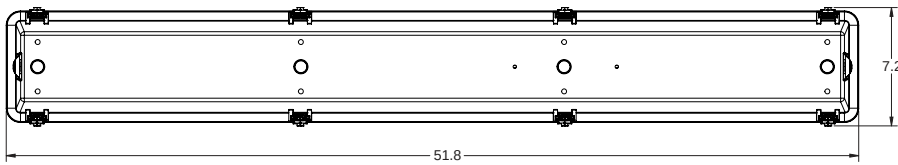
LENS TYPE:
SAFL
SACL
SPFL
SPCL

Side View

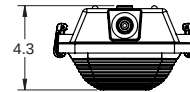


WTZ4

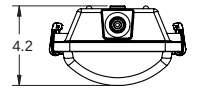
Top View



End View



LENS TYPE:
RAFL



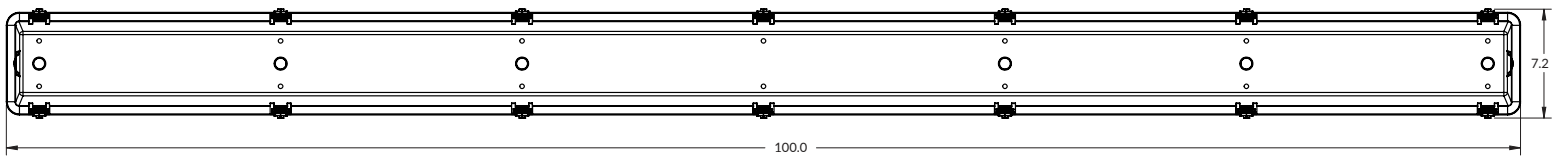
LENS TYPE:
SAFL
SACL
SPFL
SPCL

Side View

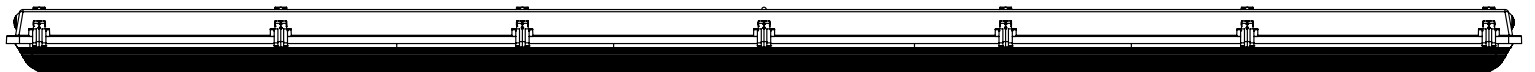


WTZ8

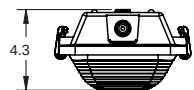
Top View



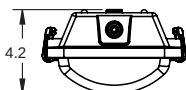
Side View



End View



LENS TYPE:
RAFL

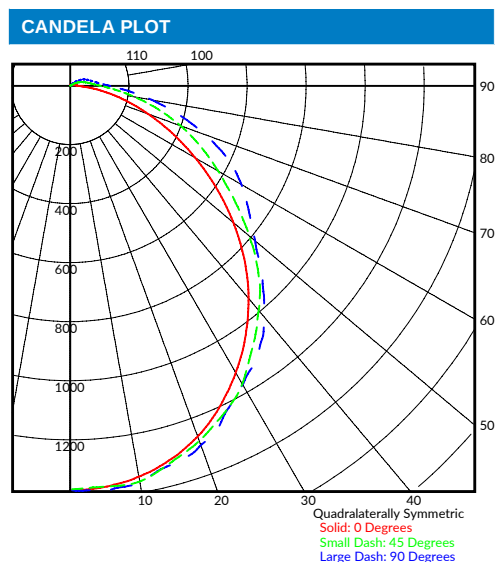


LENS TYPE:
SAFL
SACL
SPFL
SPCL

PHOTOMETRIC DATA

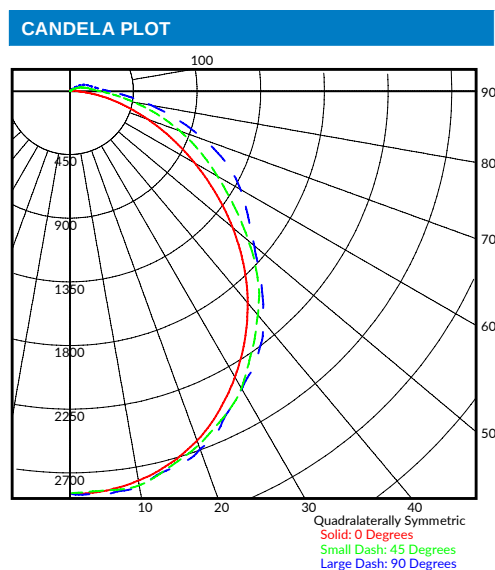
LUMINAIRE DATA	
Part Number	WTZ2-4L-U-50-RAFL
Description	2ft Amazon Vapor Tight, 4,000 Lumens, Ribbed Frosted Acrylic Lens
Fixture Lumens (lm)	4,172 lm
Wattage (W)	80 W
Efficacy (lm/W)	164 lm/W
Mounting	Suspended
Spacing Criteria	0° = 1.30, 90° = 1.29

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	1,744	42%
0° - 60°	3,043	73%
0° - 90°	4,010	96%
90° - 180°	162	4%
0° - 180°	4,172	100%



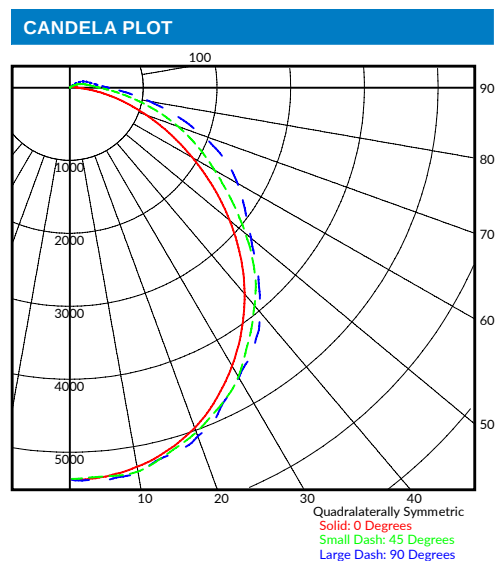
LUMINAIRE DATA	
Part Number	WTZ4-8L-U-50-RAFL
Description	4ft Amazon Vapor Tight, 8,000 Lumens, Ribbed Frosted Acrylic Lens
Fixture Lumens (lm)	8,673 lm
Wattage (W)	80 W
Efficacy (lm/W)	152 lm/W
Mounting	Suspended
Spacing Criteria	0° = 1.29, 90° = 0.77

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	3,626	42%
0° - 60°	6,327	73%
0° - 90°	8,338	96%
90° - 180°	336	4%
0° - 180°	8,673	100%



LUMINAIRE DATA	
Part Number	WTZ8-16L-U-50-RAFL
Description	8ft Amazon Vapor Tight, 16,000 Lumens, Ribbed Frosted Acrylic Lens
Fixture Lumens (lm)	16,371 lm
Wattage (W)	80 W
Efficacy (lm/W)	159 lm/W
Mounting	Suspended
Spacing Criteria	0° = 1.26, 90° = 1.26

ZONAL LUMEN SUMMARY		
Zone	Lumens (lm)	% Fixture
0° - 40°	6,845	42%
0° - 60°	11,944	73%
0° - 90°	15,737	96%
90° - 180°	634	4%
0° - 180°	16,371	100%



ASTERIA FLATS APARTMENTS
MULTI-FAMILY RESIDENTIAL STREAMLINED DESIGN REVIEW (MSDR-1222-0001)
MULTIFAMILY DESIGN GUIDELINE CHECKLIST COMPLIANCE MATRIX

12-Sep-25

SECTION	STANDARD	SOLUTION - DESCRIPTION	COMPLIANCE			COMMENT
			MET	NOT MET	NA	
CHAPTER 1 - GOALS						
1.2.1	Provide an incentive to construct mixed-use and multi-family housing through a set of design guidelines that can be approved at the staff level, providing certainty of design review approval and a more concrete approvals process time line.	<i>Following Checklist only includes design guidelines applicable to subject project.</i>	X			
1.2.2	Elevate, improve, and in some cases, maintain architectural variety, integrity, and quality.	<i>The proposed Mediterranean style features stucco walls that extend to the ground and are complemented by a variety of window trim articulation. These trims enhance the window expression by adding depth and shadow lines. The design also incorporates varied window sizes, with a high wall-to window ratio. Brick veneer is used to accentuate the entries to the common breezeways, adding texture and emphasis. The roof transitions smoothly with a pitch slope, and water drainage is managed through gutters and downspouts. The overall aesthetic is elevated by a mix of primary and secondary volumes, creating visual interest. See comments for chapter 7 for more details.</i>	X			
1.2.3	Create human-scale development that contributes to pedestrian-oriented streets and boulevards.	<i>Pedestrian access is provided at both public streets. The apartments activate the internal streets with balconies, windows, connecting paths, and landscape. A continuous network of internal pedestrian circulation is lined with landscape connecting to key amenity spaces throughout the site.</i>	X			
1.2.4	Create interest and break up the overall mass of larger buildings.	<i>The project complies with massing and articulation techniques, resulting in a well-scale and visually engaging design. Building forms are broken up through varied materials, colors, integrated patio and balconies, recessed stairway entrances and a varying roofline.</i>	X			
1.2.5	Animate building edges on the ground floor to create an inviting public realm with frequent windows, entries and outdoor dining (where appropriate) along the street to provide visual interest and promote a pedestrian-friendly environment.	<i>The ground floor frontage creates a vibrant public realm through a thoughtfully designed streetscape. A generous setback enhanced with landscape, windows at every 12' of wall or so, varied window treatment for visual interest, wall recesses for massing breaks, and decks and or patios that animate the facade.</i>	X			
1.2.6	Orient building façades to frame the streets and other public spaces with sufficient building enclosure particularly on the first two floors.	<i>Strategic apartment placement with ample open space.</i>	X			
1.2.7	Where multi-family and mixed-use development abuts single-family neighborhoods, provide for graceful transitions between the small-scale increment of the latter and larger-scale format of multi-family and mixed-use structures.	<i>There is a minimum ±125' separation between our project and the existing single-family homes to the north and the proposed east single family attached development. Our project compliments and seamlessly transitions between styles of the surrounding context.</i>	X			
1.2.8	Enhance and highlight architectural building features, highlight the entrance and pathway to shops, restaurants, and businesses, create ambiance and visual interest along streets at night, encouraging pedestrians to linger and stroll, and illuminate signing and business address for patrons and emergency service providers.	<i>The proposed lighting approach will enhance the architectural character of the building while emphasizing key features such as entrances and pathways to site amenities. By creating an visual interest along the streetscape, the design encourages pedestrians to linger, explore, and engage with the surrounding environment. Additionally, illumination of monument signage.</i>	X			
CHAPTER 2 - SITE PLANNING						
2.2.1	New development on parcels larger than two (2.0) acres in size should provide new streets and sidewalks and street trees along both sides of the street.	<i>Development and Parcel Exceed 2.0 Acres and Street Frontages on Sunrise and Chrysanthy are complete and in place. Street Trees are proposed for both frontages per the following guidelines with the exception that Sunrise Frontage is encumbered with overhead power lines which restricts tree height to 20-foot max per SMUD Standards.</i>	X			
2.2.2	New buildings and additions that are fifty percent (50%) or more of existing floor area in size shall construct sidewalks, remove and replace dead or overgrown landscaping, and plant street trees.	<i>Project proposes new sidewalks and based on our review the existing landscaping at the corner of Sunrise and Chrysanthy is in good condition and no replacement is anticipated.</i>	X			

2.2.3	All other projects requiring planning permits/approval shall remove and replace missing or dead landscaping (including street trees).	<i>Project proposes new sidewalks and based on our review the existing landscaping at the corner of Sunrise and Chrysanthy is in food condition and no replacement is anticipated.</i>	X			
2.2.4	All new streets shall be improved with curbs, gutters, and sidewalks.	<i>Public Streets on Sunrise and Chrysanthy are complete and in place with vehicle travel lanes, bike lanes, curb & gutter, and sidewalks.</i>	X			
2.4.1	Length along front street: one-hundred fifty feet minimum (150'-0" min.); five-hundred sixty-five feet maximum (565'-0" max.)	<i>Please see Sheet C2.0 Context Site Plan for Dimensions of Blocks to include Street Frontage, Length, Depth & Blocks.</i> <i>Per communication with the City Planning team on July 14, 2025 we are adhering to the following: "For block length, it should be measured along the street frontage of Sunrise Boulevard and Chrysanthy Boulevard. The shorter parcel line is usually treated as the "front", and the longer parcel line is the "side."</i> <i>The length of the block is the distance along a street between two intersecting streets. You can measure this at the centerline of the streets. For your proposed development, we can consider the driveways as "streets." You may count the gated EVA as a "street intersection" along Chrysanthy Boulevard. "</i>	X			
2.4.2	Depth along side street: one-hundred fifty feet minimum (150'-0" min.); four-hundred fifty feet maximum (450'-0" max.)	<i>Please see Sheet C2.0 Context Site Plan for Dimensions of Blocks to include Street Frontage, Length, Depth & Blocks.</i> <i>Per communication with the City Planning team on July 14, 2025 we are adhering to the following: "For block length, it should be measured along the street frontage of Sunrise Boulevard and Chrysanthy Boulevard. The shorter parcel line is usually treated as the "front", and the longer parcel line is the "side."</i> <i>The length of the block is the distance along a street between two intersecting streets. You can measure this at the centerline of the streets. For your proposed development, we can consider the driveways as "streets." You may count the gated EVA as a "street intersection" along Chrysanthy Boulevard. "</i>	X			
2.4.3	Blocks longer than four-hundred fifty- feet (450'-0") should provide a pedestrian passage or alley that connects the front street to the rear street or the side street to the opposite side street.	<i>Please see Sheet C2.0 Context Site Plan for Dimensions of Blocks to include Street Frontage, Length, Depth & Blocks.</i> <i>Per communication with the City Planning team on July 14, 2025 we are adhering to the following: "For block length, it should be measured along the street frontage of Sunrise Boulevard and Chrysanthy Boulevard. The shorter parcel line is usually treated as the "front", and the longer parcel line is the "side."</i> <i>The length of the block is the distance along a street between two intersecting streets. You can measure this at the centerline of the streets. For your proposed development, we can consider the driveways as "streets." You may count the gated EVA as a "street intersection" along Chrysanthy Boulevard. "</i>	X			
2.5.1	Street tree spacing should be between twenty-five and forty-five feet (25'-0" and 45'-0") on center with adjustments in spacing pursuant to public works standards.	<i>Proposed street trees are shown at 45' o.c., except for where conflicts are with light standards or overhead power lines.</i>	X			
2.5.2.a	Street trees on a given block shall be of two or three species in order to reduce problems with major pests or disease. They shall be selected per the primary solar orientation of the street as follows: a. Streets oriented primarily in a north-south direction: Deciduous or Evergreen Trees	<i>The project includes (6) different tree species for street trees, including deciduous and evergreen species, all selected from the City's approved tree list. Final species selection shall occur with final design.</i>	X			
2.5.2.b	Street trees on a given block shall be of two or three species in order to reduce problems with major pests or disease. They shall be selected per the primary solar orientation of the street as follows: b. Streets oriented primarily in an east-west direction: Deciduous Trees,	<i>The project includes (6) different tree species for street trees, including deciduous and evergreen species, all selected from the City's approved tree list. Final species selection shall occur with final design.</i>	X			
2.5.3	Where appropriate, native California tree species shall be used in combination with other drought tolerant species.	<i>The project includes CA native species, as well as drought tolerant species. All species have either a low or moderate classifications (WUCOLS), with the majority having a low water-use classification.</i>	X			
2.5.4	Irrigation to parkways or tree wells shall be provided as an extension of the on-site system and is the responsibility of the property owner.	<i>Understood, this will be incorporated into the final design.</i>	X			
2.6	Pedestrian-scaled street lighting should be provided along public sidewalks and public park pathways. The bottom of a lamp along a sidewalk or other path being lighted should not be more than twenty-feet (20'-0") above the ground.	<i>Existing Public Street Lights exist along both Sunrise & Chrysanthy along the properties frontages. No changes to these existing street lights are proposed along the street frontage to comply with the subject design guideline.</i>	X			
CHAPTER 3 - BUILDING TYPE STANDARDS						

ITEM 16.1.

ATTACHMENT 2

3.4	Courtyard Building/Bungalow Court	<i>Per conversations with City Planning Staff on 3/26/2025 and 7/14/2025, this project most conforms to the Courtyard Building/Bungalow Court building type based on the proposed project being multi-family units arranged around a central courtyard or series of courtyards at grade. Further, pursuant to those conversations, the Applicant has provided proper justification for each of the Building Type Standards for Courtyard Building/Bungalow Court and provided context and justification for the Courtyard Building/Bungalow Court standards that the project does not meet.</i>	X			
3.4.A	A grouping of townhouses or multi-family units arranged around a central courtyard or series of courtyards at grade or above a parking podium. The building may contain residential or commercial uses, and parking is below ground or accommodated in up to two above-grade podium levels.	<i>The proposed multifamily development consists of 10, 3 story apartment buildings arranged with open courtyards between or adjacent to each building consisting of active and passive open spaces for residents and at grade parking. The project consists of 236 units with a mix of one, two, three and four bedroom units. Per conversations with City Planning Staff on 3/26/2025 and 7/14/2025, this project most conforms to the Courtyard Building/Bungalow Court building type based on the proposed project being multi-family units arranged around a central courtyard or series of courtyards at grade. Further, pursuant to those conversations, the Applicant has provided proper justification for each of the Building Type Standards for Courtyard Building/Bungalow Court and provided context and justification for the Courtyard Building/Bungalow Court standards that the project does not meet.</i>	X			
3.4.B.1	Maximum height: sixty-five feet (65'-0").	<i>The buildings meets the height and massing standards. See elevations A3.0 series</i>	X			
3.4.C.1	The internal courtyard should be accessible from the street, through the frontage. Where the internal courtyard is located above the ground plane, a grand public stair is encouraged. Access may be gated.	<i>Internal courtyards are accessed directly from common breezeways, or paths from the street.</i>	X			
3.4.C.2	The primary entrance to each ground-floor unit should be directly from the street or courtyard. Entrances should occur at a maximum interval of sixty feet (60'-0").	<i>A continuous path is designed to have access to all courtyards or outdoor amenity spaces. The building is a 3-Story Walk-Up, therefore primary entrance to each ground level unit is not possible directly from the street/ courtyard. Per conversations with City Planning Staff on 7/14/2025, parking-oriented building entrances would be acceptable so long as the Applicant provided proper justification for the decision.</i>		X		
3.4.C.3	Primary access to units above the ground floor should be through a lobby accessed from the street or the courtyard.	<i>There are two lobbies per building that are accessed from the internal "street" side of each building for convenient access to parking. The primary access to the units on the upper levels are through a common stairway that serves for 4 units at each due to accessibility, resident convenience, safety, and operational efficiency purposes. Placing the primary building entrances adjacent to the parking lot allows for the shortest, most level path from accessible parking spaces to the front door, reducing travel distance for people with mobility challenges. Per conversations with City Planning Staff on 7/14/2025, parking-oriented building entrances would be acceptable so long as the Applicant provided proper justification for the decision.</i>	X			
3.4.D.1	Parking may be accommodated in up to two levels of above-ground podium, below ground, or both.	<i>Parking is located on the ground level internally within the project. All parking stalls meet zoning standards including 9x19 stall size. Refer to sheet A1.1 for dimensions.</i>	X			
3.4.D.2	A liner of habitable space should conceal above-ground podium parking garages from view.	<i>The majority of the parking is concealed behind the apartment buildings.</i>	X			
3.4.D.3	Residential parking should be separate from retail parking, except for any residential guest parking.	<i>There is no Retail component to the proposed Project.</i>			X	
3.4.D.4	Parking stalls should meet the construction and maintenance standards of the Zoning Standards.	<i>Parking Stalls are designed to be 9'X19' with Compact Spaces at 9'X16' and number provided meets the minimum requirements. Ownership agrees to Construct and Maintain per Zoning Standards.</i>	X			
3.4.E.1	Outdoor Space: Amount required: at least fifteen percent (15%) of the lot area should be provided as outdoor space. This number is calculated as cumulative private and common outdoor space.	<i>See Sheet L4 which shows 16+% of the site as open space.</i>	X			
3.4.E.2	Outdoor Space: Common space shall be incorporated into the site plan as a primary design feature and not just as remnant pieces.	<i>Open space is provided throughout the project in areas convenient to the tenants, and their design is such as to allow for varied use by all ages.</i>	X			
3.4.E.3	Outdoor Space: Types: Permitted outdoor space types that count toward the satisfaction of the required amount of outdoor space are: patios, verandas, and courtyards.	<i>These types of spaces are included in the outdoor spaces of the projects.</i>	X			
3.4.E.4	Outdoor Space: Dimensions: The minimum courtyard dimension should be thirty feet (30'-0") on one side for buildings. If the courtyard is surrounded by three (3) or more sides or if the building is three (3) or more stories, the minimum dimension on one (1) side should be forty feet (40'-0").	<i>The outdoor spaces are of a varied sizes. Not outdoor space open space is less than 3,000-sf in size, with the largest being nearly 20,000-sf (clubhouse area).</i>	X			

3.4.E.5	Outdoor Space: Encroachments: Encroachments into the outdoor space are permitted on all sides, provided that the minimum thirty feet (30'-0") dimensions is maintained, exclusive of the encroachments.	<i>The design and layout for the outdoor spaces account for building bumpouts.</i>	X			
3.4.E.6	Outdoor Space: Design: the outdoor space must be open to the sky, except for any allowable encroachment and any shade structures within the space. Communal outdoor spaces should provide a high quality amenity and be easily accessible for all residents.	<i>Outdoor spaces are open to the sky and area easily accessible for all users.</i>	X			
3.4.E.7	Outdoor Space: All outdoor space should be landscaped or hardscaped. In hardscaped areas, the use of permeable paving and planters is encouraged.	<i>Outdoor spaces include softscape and hardscape, as appropriate for the uses are each space.</i>	X			
3.4.E.8	Outdoor Space: At least twenty-five percent (25%) of the required on-site outdoor space should be planted with ground cover, shrubs, trees, or a combination of thereof.	<i>The outdoor space at the clubhouse area includes the most hardscape of any outdoor space, and includes at least 25% of landscape area. The rest of the outdoor spaces include a higher percentage of landscape area.</i>	X			
3.4.E.9.a	Outdoor Space: Common Outdoor Spaces: Should be readily assessable from all residential units.	<i>Outdoor spaces are open to the sky and area easily accessible from all units via concrete ADA-accessible pathways.</i>	X			
3.4.E.9.b	Outdoor Space: Common Outdoor Spaces: Amenities should not be placed in remote, hard to see locations.	<i>Amenities are provided in easily accessible and open areas between buildings, along walkways and drive aisles, and in open view corridors along drive aisles and walkways.</i>	X			
3.4.E.9.c	Outdoor Space: Common Outdoor Spaces: Amenities that may be counted toward open space requirements: tot lot/play structure, community garden, picnic tables and BBQ area, swimming pool, indoor recreation facility, sport courts, natural open space, and/or other active or recreation areas that meets the intent of this guideline.	<i>The project includes play structures, swimming pool, indoor recreation facility and other active/passive recreational amenities and opportunities.</i>	X			
3.4.E.9.d	Outdoor Space: Common Outdoor Spaces: Buildings with ground floor office or retail use should provide public spaces with the following amenities: weather protection at each building entrance (individual units and buildings); a plaza or courtyard next to the primary buildings entrances.	<i>There is no Office and/or Retail component to the proposed Project.</i>			X	
3.4.F.1	Frontage: Portions of façades above forty-five feet (45'-0") in height and greater than one hundred fifty feet (150'-0") in length should occupy no more than eighty percent (80%) of the primary facade plane established on the ground floor.	<i>The buildings are below 45' in height.</i>	X			
3.4.F.2	Frontage: Permitted frontage types are: forecourt, storefront, storefront cafe, urban frontage, and dooryard. Developments must also comply with the permitted frontage types of the block development stands.	<i>While not listed as an option for the Courtyard Building/Bungalow Court, the proposed frontage type is Fence and Hedge. We are selecting this frontage type since we plan to implement perimeter fencing to provide privacy and safety for our residents. Further, the Applicant feels that the intent of Fence and Hedge Frontage Type is for residential use and aligns well with the nature of the adjacent uses around the site location, which is less urban than the Design Guidelines account for. The Applicant feels that fencing this site is important for enhanced protection for the project's residents, which is particularly important on the projects frontage on Sunrise Blvd as it is a Major Thoroughfare in the region with high traffic volumes and posted speed limit of 50 mph. A fence will also allow families with peace of mind for children and pets to play outdoors with confidence and provide the privacy necessary for residential comfort and dignity. Per conversations with City Planning Staff on 7/14/2025, we are permitted to select the Fence and Hedge frontage type so long as we provide proper reasoning even though it's not listed as a Frontage option under Courtyard Building/Bungalow Court.</i>	X			
CHAPTER 4 - BUILDING ARTICULATION AND MASSING STANDARDS						
4.2	Building Massing and Articulation Techniques New buildings should be composed of simple, well-proportioned masses designed according to a combination of a minimum of five (5) of the following massing and articulation techniques:	<i>A minimum of five massing and articulation techniques is provided.</i>	X			
4.2.1	Horizontal Articulation: Step a portion of the street-facing façade forward or backward from the predominant façade plane a minimum of six feet (6'-0") for a minimum distance of twenty-five feet (25'-0").	<i>The elevations are designed to have many plane breaks along the length of the street-facing elevations. This is accomplished through patio and balcony pop-outs, which prevent any long length of building frontage from existing uninterrupted. The stairways and associated elements are recessed back greater than 6' to help break up the façades.</i>	X			
4.2.2	Vertical Articulation: Step a portion of the street-facing façade upward or downward from the predominant building height a minimum of four feet (4'-0") for a minimum distance of twenty-five feet (25'-0"). This technique is useful for "stepping down" the scale of a new building adjacent to an existing smaller building.	<i>The façade at the corners steps down from 3rd to the 2nd level, a drop of approximately 10'. The roof features a combination of roof forms, including gable and shed or mono-pitched roof.</i>	X			

4.2.3	Architectural Projections: Append or project façade elements such as balconies, bay windows, cantilevered rooms, and/or awnings.	<i>Each unit has either a Patio or Balcony that projects away from the building. Each of the patio & balcony door walls is then recessed back to further provide relief.</i>	X			
4.2.4	Architectural Recessions: Recess architectural elements or spaces - such as recessed porches, covered passages, recessed balconies, and windows - into the place of the façade.	<i>Building elevations feature recessed stairways, porches, patios and window trims. These recessed elements create covered passages, shadow lines and recessed outdoor living areas.</i>	X			
4.2.5	Façade Differentiation: Design the façade to appear as though it is composed of two (2) or three (3) distinct "buildings" with differing material and/or color combinations on each "building."	<i>The building features 2 different wall colors that divide the elevation into distinct façade sections.</i>	X			
4.2.6	Height Averaging: Up to thirty percent (30%) of the building footprint area may be one story/ten feet (10'-0") taller than the maximum height allowed in a given zone, provided as equal amount of building footprint area is one story/ten feet (10'-0") shorter than the maximum allowed height.	<i>The project is a 3-story walkup building, and the required unit count did not allow us to eliminate stories (or units) from our typical building layout to achieve vertical variation. However, we are removing bedrooms from the 3rd level corner unit to reduce the massing at the corners.</i>	X			
4.2.7.a	Floor Level Articulation: Providing a substantial horizontal articulation of the façade at the top of the first story such as a cornice, belt course, or other such architectural element which is appropriate to the style of the building.	<i>This base is articulated with group windows and patio walls, the middle is defined by windows that include shutters, trim and top with distinct gable rooflines.</i>	X			
4.2.7.b	Floor Level Articulation: Provide articulation at the parapet (for buildings with flat roofs) or below the eave (for buildings with sloped roofs) that marks the top of the building with a cornice, color change, or material change.	<i>Gables and roof eaves provide roofline articulation.</i>	X			
4.2.7.c	Floor Level Articulation: For buildings or portions of buildings which are three (3) stories in height or taller, provide articulation for the top story of the building. This may be accomplished by a color change, material change, a cornice/belt course at the bottom of the uppermost story.	<i>Window detailing define the top level.</i>	X			
4.3.a	Transition to Residential Districts In areas where proposed mixed-use or multi-family buildings are adjacent to existing single-family homes those portions of the mixed-use or multi-family buildings that abut an existing single-family home should abide by the following; a. Along the border of existing single family homes new structures should not extend above a plane starting at thirty feet (30'-0") in height and extending in at a 45-degree angle from vertical toward the interior of the site, up to the maximum building height (see Illustration).	<i>There is no Single Family Homes and/or Zoned Single Family Property bordering the subject project.</i>			X	
4.3.b	Transition to Residential Districts In areas where proposed mixed-use or multi-family buildings are adjacent to existing single-family homes those portions of the mixed-use or multi-family buildings that abut an existing single-family home should abide by the following; The thirty feet (30'-0") height measurement should be taken from the same reference grade as determined for the subject site.	<i>There is no Single Family Homes and/or Zoned Single Family Property bordering the subject project.</i>			X	
4.4.A	Materials, Color Variation, and Architectural Styles In addition to the articulation and massing strategies, building façades may employ the following material, color, and architectural style techniques: Variety of Materials and Colors Utilize different materials and colors to divide building façades into vertical and/or horizontal increments and/or to emphasize certain architectural elements or features.	<i>Refer to material board on sheet A7.0 for material and color palette.</i>	X			
4.4.B	Materials, Color Variation, and Architectural Styles In addition to the articulation and massing strategies, building façades may employ the following material, color, and architectural style techniques: Diversity of Architectural Styles Employ a variety of architectural styles in order to give large buildings the appearance they are comprised of multiple, smaller, attached, village-scale "buildings." See Section 6 (Architectural Standards).	<i>The buildings are smaller and are not diverse in style.</i>			X	
CHAPTER 5 - FRONTAGE TYPES						

5.1.a	In order for applications to be approved, each application should meet the following criteria as applicable: Creates or maintains a pedestrian oriented streetscape,	<i>The proposed Fence and Hedge frontage is consistent with the existing streetscapes along Chrysanthy and Sunrise which consist of wide landscape areas with winding pedestrian pathways and perimeter walls around neighborhoods that are focused inward. The project has been designed be pedestrian oriented while maintaining privacy and security for the residents. The design treats the fence as a subtle frame for public life rather than a barrier. The goal is to maintain an active edge along the street while providing residents with security and privacy. The provided landscaped setbacks provide a green buffer, softens the fence, and offers shade and seasonal interest. Clear sightlines, lighting, and signage will make the pedestrian access points to the site feel inviting. On the interior of the site, a continuous network of internal pedestrian circulation is lined with landscape connecting to key amenity spaces throughout the site creating seamless connections, inviting movement through and around the site. The project has been designed to remain welcoming and pedestrian friendly. The design treats the fence as a subtle frame for public life rather than a barrier. The Applicant feels this is an appropriate design for the context of the neighborhood for this site, which differs from the urban environment assumed in the Design Guidelines.</i>	X			
5.1.b	In order for applications to be approved, each application should meet the following criteria as applicable: Generates a transition from the public streetscape to each building and its site.	<i>The proposed Fence and Hedge frontage is consistent with the existing streetscapes along Chrysanthy and Sunrise which consist of wide landscape areas with winding pedestrian pathways and perimeter walls around neighborhoods that are focused inward. The site design intends to guide pedestrians and residents naturally from the active public realm to the semi-private residential environment while reinforcing the character of the neighborhood. The building entrances are designed to create shelter and a strong visual signal of entry. The community building with the leasing office is centrally located with easy access for pedestrians and vehicles. Clear sightlines, lighting, and signage will make the pedestrian access points to the site feel inviting. By layering spaces, integrating landscaping, and providing clear architectural and lighting cues, the design establishes a gradual and intuitive transition from the public streetscape to each building and its site. Internally, the site layout design includes a welcoming sidewalk zone, followed by a landscaped buffer area, and finally the building entrance. The Applicant feels this is an appropriate design for the context of the neighborhood for this site, which differs from the urban environment assumed in the Design Guidelines.</i>	X			
5.4.A	Fence and Hedge: Intent Statement Fence and hedge frontages provide a green buffer for residential ground-floor uses at heavily-trafficked thoroughfares. The fence and hedge frontages provide privacy.	<i>The design anticipates the use of hedges to provide privacy and separation between ground-floor residences and walkways. This will be incorporated as part of the final design.</i>	X			
5.4.B	Fence and Hedge: Entries should be recessed behind fence and an optional hedge. There should be a break for pedestrian access at least every two-hundred feet (200 ft.) But can be frequent if serving row houses.	<i>Building entrances are independent of gated entries because of the building typology. As the proposed building lobbies are located on the internal "streets" of the project, there are no breaks in the fence for building entries. There are pedestrian gates in perimeter fence accessible from both Chrysanthy and Sunrise. Reducing the number of access points also provides greater security for the project residents and gives families peace of mind with children and pets playing outdoors. The Applicant feels this aligns well with the nature of the adjacent uses around the site location, which is less urban than the Design Guidelines account for and is particularly important on the projects frontage on Sunrise Blvd as it is a Major Thoroughfare in the region with high traffic volumes and posted speed limit of 50 mph.</i>	X			
5.4.C	Fence and Hedge: Dimensions Fence and hedges should be no taller than forty-inches (40") tall measured from the sidewalk grade.	<i>Plant species for hedges will be selected with this criteria in mind as part of the final design for the project. Clear views throughout the project and CPTED guidelines are primary criteria used in the development of the final planting plan.</i>	X			
5.4.D.1	Fence and Hedge: Paving and Landscaping: Yards should be landscaped with native or adaptive landscaping or hardscape.	<i>Plant species for this project include native species, and all non-native are well adapted for this region.</i>	X			
5.4.D.2	Fence and Hedge: Paving and Landscaping: Walks should be paved.	<i>Walks are paved and will be demonstrated as such as part of the final design.</i>	X			
5.4.E.1	Fence and Hedge: Additional Standards and Guidelines: If used, hedge should be thick enough to obscure the fence.	<i>This design criteria will be included in the final planting design. Softening of hard elements (e.g. fencing) by placement of planting is a primary design consideration at these types of locations.</i>	X			

5.4.E.2	Fence and Hedge: Additional Standards and Guidelines: Fence tops should not be visible above hedge upon maturation of landscaping.	<i>Project is proposing a 6' fence height, so we do anticipate that the fence tops will be visible above the matured landscaping. The optional hedge is intentionally omitted to maintain both a sense of security and visual connectivity between the street facing buildings and the street. The Applicant feels that a 6' fence is important for enhanced protection for the project's residents, which is particularly important on the projects frontage on Sunrise Blvd as it is a Major Thoroughfare in the region with high traffic volumes and posted speed limit of 50 mph. A fence will also allow families with peace of mind for children and pets to play outdoors with confidence and provide the privacy necessary for residential comfort and dignity. The sense of a protected personal environment reduces stress and fosters a stronger feeling of "home," which is critical for quality of life. Per conversations with City Planning Staff on 7/14/2025, a 6' fence would be acceptable so long as the Applicant provided proper justification for the decision.</i>		X		
5.4.E.3	Fence and Hedge: Additional Standards and Guidelines: Fences should be metal, wood or vinyl. Chainlink fencing not allowed.	<i>Fences are proposed to be decorative metal fencing.</i>	X			
CHAPTER 6 - ARCHITECTURAL STANDARDS						
6.2.1	Roof Guidelines: When used, "cool roofs" should be designed using white or other lightly colored surface to reflect the sun and reduce building temperatures and need for cooling.	<i>Cool roofs will be provided at flat roofed areas.</i>	X			
6.2.2	Roof Guidelines: Roof forms and materials that complement the character of the building design should be used.	<i>Roof material is in character with architectural style.</i>	X			
6.2.3	Roof Guidelines: The roof edge should be defined with a parapet, cornice, overhang, or some other architectural element.	<i>Roof edges are made up of gables, tile caps, and overhang details.</i>	X			
6.2.4	Roof Guidelines: Green roofs should be considered for their ability to treat stormwater, as well as to provide a visual amenity.	<i>Green roof considered but not implemented.</i>	X			
6.2.5	Roof Guidelines: Rooftop mechanical equipment should be clustered away from the edge of the building and behind/within an enclosure that is architecturally compatible with other on-site development in terms of colors, materials, and architectural styles so as not to be visible from the street and improve building appearance from surrounding taller buildings.	<i>Rooftop equipment screened by roof.</i>	X			
6.2.6	Roof Guidelines: Rooftop equipment not within an enclosure should be painted to match the rooftop, if feasible.	<i>Roof top equipment will match adjacent color.</i>	X			
6.2.7	Roof Guidelines: Unenclosed shade structures, and similar amenities should be considered to encourage rooftop use and to provide visual relief. Shade structures should not exceed 16 feet in height from the roof deck floor level and do not count as a Story.	<i>No shade structures provided on roofs.</i>			X	
6.2.8	Roof Guidelines: Rooftop amenities such as swimming pools are permitted; rooftop amenities do not count as a Story.	<i>No rooftop amenities provided.</i>			X	
6.3.1	Colors and Materials: Changes of exterior color, texture, or material should be accompanied by changes in plane so that buildings appear substantial and integral.	<i>Changes of exterior color, texture, and material are accompanied by changes in plane and/or utilizations of trim / banding to appear substantial and integral.</i>	X			
6.3.2	Colors and Materials: Color and material changes at the outside of corners of a building or plane change that give a thin veneer, or faux stone appearance, should be avoided.	<i>Changes in material on outside corners have been avoided.</i>	X			
6.3.3	Colors and Materials: Materials that have demonstrated their durability in similar climates, sustainably manufactured, harvested, and/or sourced should be considered.	<i>Materials have demonstrated durability in similar climates.</i>	X			
6.4.1	Entrances: The Primary Entrance to buildings should be oriented to the Street front, or courtyard, rather than to the parking lot, Alley, or interior of lot.	<i>As this is a large site, the proposed project has multiple buildings with building entrances oriented toward it's Internal "Street fronts" to provide convenient access to parking for residents and their guests. Building entrances are also oriented toward the parking for accessibility, resident convenience, safety and operational efficiency purposes. Placing the primary building entrances adjacent to the parking lot allows for the shortest, most level path from accessible parking spaces to the front door, reducing travel distance for people with mobility challenges. The Applicant feels the design still creates a human-scale mixed-use environment by layering spaces, integrating landscaping, and providing clear architectural and lighting cues, which all help establish a gradual and intuitive environment. Per conversations with City Planning Staff on 7/14/2025, parking-oriented building entrances would be acceptable so long as the Applicant provided proper justification for the decision.</i>	X			

6.4.2	Entrances: Where side or rear building entrances are provided, they should always be accompanied by a front, street-facing entrance.	<i>As this is a large site, the proposed project has multiple buildings. All of the buildings only have front entrances which are facing the projects internal "Streets". Because we will be implementing a perimeter fence for privacy and security reasons there are no side or rear building entrances</i>	X			
6.4.3	Entrances: On corner lots with one retail frontage, residential lobby entries should be located on the Side Street of the two Streets, where practical, to allow uninterrupted retail on the Primary Street.	<i>There is no retail provided.</i>			X	
6.4.4	Entrances: Residential entries should be well marked and easy to find. Entry doors should be recessed to articulate the entrance, add depth to the façade, and ensure that doors do not swing into the Sidewalk.	<i>Residential entries are clearly identifiable.</i>			X	
6.4.5	Entrances: Residential and/or hotel entries for pedestrians may be accessed from courtyards, which provide additional richness to the streetscape experience.	<i>This sections states Residential entries for pedestrians "may" be accessed from courtyards. As stated above, the building entries are located fronting the projects internal streets. Residential entries are located from common breezeways at each level. Building entrances are oriented toward the parking for accessibility, resident convenience, safety and operational efficiency purposes. Placing the primary building entrances adjacent to the parking lot allows for the shortest, most level path from accessible parking spaces to the front door, reducing travel distance for people with mobility challenges. The Applicant feels the design still creates a human-scale mixed-use environment by layering spaces, integrating landscaping, and providing clear architectural and lighting cues, which all help establish a gradual and intuitive environment. Per conversations with City Planning Staff on 7/14/2025, parking-oriented building entrances would be acceptable so long as the Applicant provided proper justification for the decision.</i>			X	
6.4.6	Entrances: Special paving and landscaping should be included at entrances to enhance the overall building design.	<i>Special landscaping is included at entries and enhanced materials are applied to the buildings surrounding the building entrances, however, there is no special paving considered in the design. The building entrances are designed to create shelter and a strong visual signal of entry. Clear sightlines, lighting, and signage will make the pedestrian access points to the site feel inviting. While not contemplating special paving the building entrances have been enhanced, and the Applicant feels they conform to the intent of the Architectural Standards in creating a human-scale mixed-use environment</i>		X		
6.7.1	Passageways: Common walkways should be introduced to increase access within and across the blocks.	<i>Sidewalks have been incorporated into the site design providing residents access routes from Residential Buildings to Common Areas, other Residential Buildings, Clubhouse, and Public Right of Way. Please see Preliminary Site Plan Sheet C2.1.</i>	X			
6.7.2	Passageways: Common walkways may be open or roofed, and may go between or through buildings, to courtyards, parking areas or public open spaces.	<i>Sidewalks have been incorporated into the site design providing residents access routes from Residential Buildings to Common Areas, other Residential Buildings, Clubhouse, and Public Right of Way. Please see Preliminary Site Plan Sheet C2.1.</i>	X			
6.8.1	Windows: Windows should overlook public areas to allow for increased safety.	<i>Windows face public street frontage.</i>	X			
6.8.2	Windows: Highly-reflective, mirrored, heavily-tinted and opaque glazing should not be utilized (except that opaque glazing may be used as spandrel glass). Window glazing should be transparent with clear or limited UV tint so as to provide views to and from the inside of the building and the street. Windows into bathrooms are exempt	<i>Window glazing is intended to be transparent.</i>	X			
6.8.3	Windows: Outer surface of window frames facing the public realm set within masonry, stucco or simulated masonry or stucco walls should be recessed from the wall or trim surface by at least two inches (0'-2").	<i>Trim and shutter on the out perimeter of the window frames create a 2" recess.</i>	X			
6.8.4	Windows: Regardless of architectural style, windows should be located in such a way so as to help avoid blank walls.	<i>Windows are positioned to avoid blank walls.</i>	X			
6.8.5	Windows: If exterior shutters are used, they should be sized and mounted appropriately to fit the window.	<i>Accent Shutters are provided and sized appropriately.</i>	X			
6.8.6	Windows: Windows and related architectural treatments should be designed, arranged and sized to be appropriate in style, scale, proportion and purpose to the overall architectural form.	<i>Windows are arranged and proportioned to the overall architectural form.</i>	X			
6.8.7	Windows: Upper-story windows should be designed to be operable. Typically, upper-story windows should be smaller than ground floor windows.	<i>Upper story and lower story windows are operable.</i>	X			
6.8.8	Windows: Lintels, transoms, sills, shutters, trim detailing and mullions should be considered to enhance window elements.	<i>Window details include header and sill enhancements.</i>	X			
6.9	Exterior Stairways: Exterior staircases should share compatibility with the architectural style of the building to which they are attached.	<i>The stairway is recessed within the building and compliments the design.</i>	X			

ITEM 16.1.

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6.10.1	Common Open Space: Proposed developments should incorporate site amenities such as linear planting beds or seat walls, street furniture, enhanced paving surfaces, public art, lighting, etc., where appropriate.	<i>Planting beds, seat walls, and site furniture are included at the common open spaces around the site.</i>	X			
6.10.2	Common Open Space: Plant species should be selected based on their suitability for an urban environment, for their cleanliness, and for their ability to survive in a healthy state despite constrained growing conditions. Ease of maintenance should also be considered.	<i>All of these factors are criteria used in making plant species selection. Final planting design will focus on appropriate plant species for the space and desired use, with a primary focus on mature plant size to reduce the need for high maintenance.</i>	X			
6.10.3	Common Open Space: The majority of plant materials should consist of drought tolerant and/or native plants with minimum water requirements.	<i>The project includes CA native species, as well as drought tolerant species. All species have either a low or moderate classification (WUCOLS), with the majority having a low water-use classification.</i>	X			
6.10.4	Common Open Space: Turf should only be utilized where it is to be used for recreational uses. Turf should not be located in continuous planters or in front Street or side Street setback areas between the sidewalk and building facade as shown in "landscaped areas" within the frontage standards.	<i>Turf is used in limited locations and for the intention of passive recreational use. Turf is not used anywhere for purely aesthetic purposes.</i>	X			
6.10.5	Common Open Space: The use of canopy trees for shading and cooling is encouraged where appropriate, particularly in publicly accessible open spaces and plazas, to mitigate the urban heat island effect. Where canopy trees are used, site design should provide sufficiently sized tree pits or planting beds and appropriate planting medium to provide for healthy tree growth.	<i>Shade trees are provided throughout the project for this purpose, especially at common areas. Final design will select tree species per location taking into account the size of the planter at any given location.</i>	X			
6.10.6	Common Open Space: Artificial trees, shrubs, turf and plants should not be used as landscape within the public right of way, any parking area, or within an open space area directly visible to from the public right of way.	<i>Artificial plants are not proposed.</i>			X	
6.10.7	Common Open Space: Decorative water features shall use re-circulating water and, where available, shall use recycled water	<i>Decorative water features are not proposed with this project.</i>			X	
6.10.8.a	Common Open Space: Landscaped areas are important components Water Quality Management Plans (WQMPs). These areas should be designed to: Consider the full range of Best Management Practice (BMP) alternatives for addressing drainage, infiltration, and stormwater quality for the site, including drainage from roofs, plazas, courtyards, and any surface parking areas.	<i>Final planting design for the project will coordinate with the civil engineer's plans to address these items, as feasible. This will be done as part of the final design of the project.</i>	X			
6.10.8.b.1	Common Open Space: Landscaped areas are important components Water Quality Management Plans (WQMPs). These areas should be designed to: Utilize Low Impact Development (LID) design principles and practices to address infiltration of runoff through the use of: Pervious surfaces in lieu of impermeable surfaces in plazas, courtyards, and common walkways where technically feasible.	<i>Final planting design for the project will coordinate with the civil engineer's plans to address these items, as feasible. This will be done as part of the final design of the project.</i>	X			
6.10.8.b.2	Common Open Space: Landscaped areas are important components Water Quality Management Plans (WQMPs). These areas should be designed to: Utilize Low Impact Development (LID) design principles and practices to address infiltration of runoff through the use of: Landscaped areas integrated into the drainage design where runoff can be directed into planters with subsurface features to further enhance storage or towards permeable surfaces	<i>Final planting design for the project will coordinate with the civil engineer's plans to address these items, as feasible. This will be done as part of the final design of the project.</i>	X			
6.10.8.b.3.a	Common Open Space: Landscaped areas are important components Water Quality Management Plans (WQMPs). These areas should be designed to: Utilize Low Impact Development (LID) design principles and practices to address infiltration of runoff through the use of: Do not include Surface infiltration basins unless: They are accommodated within an active or passive park or open space that can be closed during flood events.	<i>Common Open Space will use LID design principles to include pavement disconnect and vegetated planters to treat local runoff from the Common Areas. Surface Infiltration Basins are not proposed and Common Areas are not anticipated to convey upgradient large stormwater runoff.</i>	X			
6.10.8.b.3.b	Common Open Space: Landscaped areas are important components Water Quality Management Plans (WQMPs). These areas should be designed to: Utilize Low Impact Development (LID) design principles and practices to address infiltration of runoff through the use of: Do not include Surface infiltration basins unless: They are not visible from a street or public open space and they are in addition to the required on-site open space.	<i>Common Open Space will use LID design principles to include pavement disconnect and vegetated planters to treat local runoff from the Common Areas. Surface Infiltration Basins are not proposed.</i>	X			
6.10.9	Common Open Space: Outdoor dining areas should have special paving and/or a row of planters or bollards, or permeable fence to delineate the dining space.	<i>Outdoor dining areas are not part of this project. That said, for areas similar in nature, such as seating areas, we have provided planters to separate these or otherwise designed to have these spaces be outside of the main flow of pedestrian movement, as much as feasible.</i>			X	
6.10.10	Common Open Space: Interior courtyards should include seating and planting areas. Low walls and steps may be used as alternative forms of seating.	<i>Open spaces included seating. Seat walls are used in some areas.</i>	X			
6.10.11	Common Open Space: Interior courtyard landscaping should include shade trees or shading devices, where space permits.	<i>Shade trees and shade trellises are proposed at common areas.</i>	X			

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6.10.12	Common Open Space: Lighting should be provided that illuminates the courtyard, but does not negatively impact surrounding buildings.	<i>Lighting will be placed strategically so it doesn't negatively impact surrounding buildings.</i>	X			
6.11.1	Ventilation: Air ventilation from outdoors is encouraged to improve indoor air quality for occupant comfort and wellbeing.	<i>Operable windows are provided at all apartment units.</i>	X			
6.11.2	Ventilation: Windows, vents, and courtyards should be placed and oriented to enhance cross-ventilation and cooling.	<i>Each bedroom and living room has fenestration, allowing for natural ventilation.</i>	X			
6.11.3	Ventilation: Operable transom windows are highly encouraged.	<i>Operable transom window are not included. The residential floor to ceiling heights are 9' with the tops of the operable windows at 8' so there is not enough room for operable transom windows. The applicant understands this is not a firm requirement but rather an encouragement.</i>		X		
6.12.1	Garden Walls, Perimeter Walls, Hedges, and Fences: Garden walls, perimeter walls, hedges, and fences may be used to define the edge between adjoining private properties. Walls, hedges, and fences facing the public Street should also comply with the Frontage Type standards (see Section 3.4).	<i>Fences are proposed along the project edge. The fences and hedges will comply with Section 3.4 except where otherwise described herein.</i>	X			
6.12.2	Garden Walls, Perimeter Walls, Hedges, and Fences: No fence, wall, or hedge should exceed forty-inches (40") in height in front yards and street facing side yards or six feet (6'-0") in height in rear yards.	<i>Final design will incorporate these items. The project is proposing 6' high fencing, so that is an exception. The reason for this decision as as follows:</i> <i>Enhanced Security - enhanced protection for the projects residents. Beyond the physical deterrence a taller fence will allow families with peace of mind for children and pets to play outdoors with confidence, knowing the barrier is high enough to prevent them from wandering out or strangers from accessing their space. This is particularly important on the projects frontage on Sunrise Blvd as being a Major Thoroughfare in the region with high traffic volumes and posted speed limit of 50 mph.</i> <i>Stronger Privacy - Privacy is a cornerstone of residential comfort and dignity. The sense of a protected personal environment reduces stress and fosters a stronger feeling of "home," which is critical for quality of life.</i> <i>•Visual Shielding: A 6-foot fence effectively blocks sightlines from streets, neighboring properties, or public pathways. By contrast, a 40-inch fence barely screens residents from passersby, leaving yards and windows exposed.</i> <i>•Noise Buffer: Although not soundproof, a taller fence provides a modest buffer against traffic and street noise, creating a more peaceful living environment.</i> <i>•Outdoor Enjoyment: The inclusion of a 6 foot fence will assist with marketing efforts in attracting future residents and will allow residents to enjoy their patios and green spaces that have been thoughtfully designed to fullest extent.</i>	X			
6.12.3	Garden Walls, Perimeter Walls, Hedges, and Fences: Garden walls, perimeter walls, hedges, and fences should be built at least eighteen inches (0'-18") from the lot line, to allow room for footings and planting.	<i>Fences for the project along the property lines have been laid out to accommodate this design item. Final design plans will incorporate this.</i>	X			
6.12.4	Garden Walls, Perimeter Walls, Hedges, and Fences: Walls and fences should not be used at shopfronts, except where they are necessary to accommodate grade changes.	<i>There is no Retail component to the proposed Project.</i>			X	
6.12.5	Garden Walls, Perimeter Walls, Hedges, and Fences: Solid perimeter walls should be constructed of high quality enduring construction materials such as masonry or ornamental metal. Concrete block and interlocking concrete pavers (such as keystone) are not permitted when visible from the street.	<i>The project is not proposing solid perimeter walls.</i>	X			
6.12.6	Garden Walls, Perimeter Walls, Hedges, and Fences: No plastic or vinyl fencing should be permitted in front yards or street facing side yards.	<i>Plastic or vinyl fencing is not proposed with this project.</i>	X			
6.12.7	Garden Walls, Perimeter Walls, Hedges, and Fences: No chainlink fencing allowed.	<i>Chainlink fencing is not proposed with this project.</i>	X			
6.12.8	Garden Walls, Perimeter Walls, Hedges, and Fences: In general, fences, walls, and hedges should complement the architecture of the building that they enclose and be compatible with the land use intensity. For example, residential uses should incorporate a softer texture of enclosure such as wood fences and landscaped hedges, whereas commercial buildings should use masonry or concrete walls.	<i>This projects proposes hedges and decorative metal fencing, which is appropriate and compatible with the architecture and residential nature of this project.</i>	X			
6.12.9	Garden Walls, Perimeter Walls, Hedges, and Fences: Walls and fences should be architecturally enhanced and complemented by adjoining landscaping. Tiered planting should be provided adjacent to perimeter walls to soften their appearance from surrounding areas.	<i>Landscaping will enhance the fences and buildings in this project. Tiered landscaping is a common design criteria used by the design team and will be incorporated into the final planting design.</i>	X			
6.13	Retaining Walls	<i>There is no Retaining Walls as a component to the proposed Project.</i>	X			

6.14.1.a	Parking Area Standards: Surface parking areas: Surface parking areas with two (2) rows of parking or fewer should be landscaped with a minimum of one tree per twenty (20) spaces with a minimum of one landscaped island (between spaces) for every ten (10) spaces.	Please reference Sheet C2.1 Preliminary Site Plan. For Single Row of Parking there is no stretch of parking that Exceeds 10 parking Spaces without a landscape island. At Solar Structure 6 we are exceeding the double row of parking and 20 spaces...we are providing 24 spaces...however this area is covered with a Solar Structure to meet the required solar energy demands of the project.	X			
6.14.1.b	Parking Area Standards: Surface parking areas: Surface parking areas with more than two (2) rows of parking should include a landscaped median for every other row of parking that extends the entire length of the row. The landscaped median should be planted with shade trees at least every forty-five feet (45'-0") and include a common walkway for access to and from the parked vehicles. Where landscaped medians are present, landscaped islands should also be placed a minimum of every fifteen (15) spaces.	Project does not propose a scenario of more than 2 rows of parking.	X			
6.14.1.c	Parking Area Standards: Surface parking areas: Surface parking areas covered in solar panels are allowed to achieve fifty percent (50%) of the shade canopy requirement.	Solar structures are included in the calculations for parking lot shade, see the table on page L3.	X			
6.14.2	Parking Area Standards: When unrequired parking spaces are provided, at least five percent (5%) of parking spaces should be equipped for charging of electric vehicles, with signage limiting the use of those spaces to electric vehicles only. An electrical conduit should also be installed at the time of construction to facilitate the future installation of EV charging stations to at least ten percent (10%) of parking spaces.	Project does not propose any unrequired parking above what the Zoning Code requires. However the project does provide EV Ready and EV Charging Stations (for 50% of parking field) consistent with 2022 CALGREEN Residential Mandatory Measures.	X			
6.14.3	Parking Area Standards: Permeable surfaces for parking and maneuvering areas are encouraged. Stormwater requirements may identify the need for permeable surfaces. Permitted permeable surfaces include: pervious concrete and pervious pavers.	Project proponent does not propose any Permeable surfaces for parking and/or maneuvering areas.	X			
6.14.4	Parking Area Standards: Parking areas should be accessed from alleys, where feasible. Where alleys do not exist, parking areas may be accessed from side streets or narrow driveways that are perpendicular to the street.	Parking Areas are accessed from private drive aisles throughout the project site and all parking stalls are located behind buildings and/or perpendicular to public streets.	X			
6.14.5	Parking Area Standards: See Section 8 for approved shade trees.	See comments in Section 8.	X			
6.15.1	Service and Auxiliary Equipment: Service, utility, and mechanical functions, including retail loading, should be located in alleys whenever present. When alleys are not present, service, utility and mechanical functions should be placed behind buildings and provisions for access should be made.	Project has no Functions as listed being a Multi-Family Residential Project.	X			
6.15.2	Service and Auxiliary Equipment: Service, utility, and mechanical equipment that is visible from the street should be screened from view with landscaping or enclosures. Backflow preventers and fire standpipes, along with utility box transformers should be screened.	Please reference Sheet C2.1 Preliminary Site Plan. Equipment has been located that such that it would not be visible from the Public Streets. However there some exceptions and screening has been placed in an effort to screen equipment however it should be noted that when screening it compliance with utility/fire department clearances must be complied with.	X			
6.15.3	Service and Auxiliary Equipment: All screening devices should be compatible with the architecture, materials and colors of adjacent buildings.	Should equipment need to be screened, it will comply.	X			
6.15.4	Service and Auxiliary Equipment: Trash areas that are visible from public streets or adjacent properties should be enclosed by walls. Trash area entrances should be enclosed by a door.	Please reference Sheet C2.1 Preliminary Site Plan. Trash Enclosures have been located such that they would not be visible from the Public Streets. Trash Enclosures are enclosed in a 6-foot tall masonry wall to include access gates.	X			
6.15.5	Service and Auxiliary Equipment: Service enclosures and retail loading areas should be sited to minimize nuisance to adjacent properties.	Project does not have a retail loading use.			X	
6.15.6	Service and Auxiliary Equipment: Roof vent penetrations and mechanical equipment should be located at least ten feet (10'-0") from any exterior building face.	The schematic design phase is designing a 10' clearance from the exterior wall.	X			
6.16.1	Architectural Lighting: Lighting should encourage a pedestrian-friendly environment and enhance both community safety and business exposure.	Site Lighting is designed to be pedestrian friendly and enhance safety and community exposure. Please see Sheet E2.0 (Site Lighting)	X			
6.16.2	Architectural Lighting: Lighting on buildings should be oriented to pedestrians in terms of scale, design, and location.	Building Lighting is oriented to pedestrians of scale, design, and location. Please see Sheet E2.0 (Site Lighting)	X			
6.16.3	Architectural Lighting: All exterior lighting should use full cutoff luminaires and be directed toward the areas to be lit to limit spill-over onto off-site uses.	Lighting Fixtures are "Dark Sky" compliant. Please see Sheet E2.1 (Site Lighting Photometric), excessive lighting does not protrude beyond lot lines	X			
6.16.4	Architectural Lighting: Light quality should not be harsh, glaring, blinking or shed beyond lot lines.	Please see Sheet E2.1 (Site Lighting Photometric), Light quality is not harsh, glaring, blinking, or protruding beyond lot lines.	X			
6.16.5	Architectural Lighting: Building lighting may include low-level exterior lights adjacent to buildings and along pathways for security and wayfinding purposes and low-level accent lighting features and landscape elements.	Low level lighting is not currently utilized		X		

6.16.6	Architectural Lighting: Alleys should have lights mounted on outbuildings or garages.	No Alleys or Garages on project			X	
6.16.7	Architectural Lighting: Lights should use LED and other technologies to maximize energy efficiency.	All Fixtures are LED Type	X			
6.16.8	Architectural Lighting: High-pressure sodium lights are prohibited.	All Fixtures are LED	X			
CHAPTER 7 - ARCHITECTURAL STYLES						
7.3	Mediterranean	The style is Mediterranean	X			
7.3.1.a	Base: Exterior walls reach the ground with an expression of weight, with or without a base.	Proposed exterior walls reach the ground and is proposed without a base.	X			
7.3.1.b	Base: An explicit element of base is described either as a painted band of traditional colors or an applied band of stone or cast concrete.	There is no explicit base considered. Despite this, the design includes other dynamic, contrasting, and vibrant facades, adding visual interest to the community and speak to the Mediterranean style. Low solid walls are utilized at the ground floor patios instead of the open railings used on the floors above to create an expression of weight that grounds the building to the site.	X			
7.3.1.c	Base: Elements setback within the wall may have their own material connection to the ground, such as tile, plaster or concrete.	There are no setback areas within the exterior walls. Despite this, the design includes other dynamic, contrasting, and vibrant facades, adding visual interest to the community and speak to the Mediterranean style. The solid walls at the first floor contribute to the visual "weight" of the buildings giving them an implied base.	X			
7.3.2.a	Primary Walls: Expressed as single-plane expanses of plaster wall.	Walls are defined by single-plane expanses of plaster.	X			
7.3.2.b	Primary Walls: May be articulated by traditional moldings or applied ornament of stone or cast concrete to describe the vertical divisions into the base, body and top.	They are articulated by molding bands and alternating heights.	X			
7.3.2.c	Primary Walls: Control joints allowed.	Control joints will be applied accordingly	X			
7.3.2.d	Primary Walls: Columns are relatively abstract with minimal articulation on the capital and base.	There are no columns.		X		
7.3.3.a.i	Roof-Wall Connections: Exterior walls will transition into roof form by one of three devices: a projected wooden eave with exposed wooden rafters,	Roof transitions include projected wooden eaves with expressed rafters and tile caps at gable ends.	X			
7.3.3.a.ii	Roof-Wall Connections: Exterior walls will transition into roof form by one of three devices: a plaster molding or,	There is no plaster molding for roof to wall connections.		X		
7.3.3.a.iii	Roof-Wall Connections: Exterior walls will transition into roof form by one of three devices: a tile cap.	Tile caps will be applied accordingly.	X			
7.3.3.b	Roof-Wall Connections: Foam moldings are permitted only on the second (2nd) floor or above and should not be used in occupied or high-use areas such as doorway trim or facing balconies.	There is no foam moldings.		X		
7.3.4.a	Roof: May be pitched at a 3:12 ratio and finished in clay or concrete tile with overhanging eaves typically supported by brackets attached to the façade.	Roof pitch is designed to be concrete tile at 4:12 pitch.		X		
7.3.4.b	Roof: Flat roofs are allowed and should be articulated as an explicit exterior wall (tile may be multi-color randomly placed) visual transition to the sky. May be accessible and used as balconies or terraces.	There is limited flat roof.		X		
7.3.4.c	Roof: No birdstops allowed at end condition; must be mortar filled.	There are no bird stops.		X		
7.3.5.a	Drainage: May be conducted off pitched roofs by a traditional combination of gutters and downspouts.	Drainage to be a combination of traditional gutters and downspouts as well as scuppers and integral roof drains.	X			
7.3.5.b	Drainage: Flat roofs may be drained by use of trumpet scuppers. Such roofs draining internally to the roof will need tile or ceramic scuppers on exterior walls.	Flat roof will have trumpet scuppers	X			
7.3.5.c	Drainage: Rainwater reaching the ground may be harvested in cisterns or temporarily collected in dry wells.	Rainwater will not be harvested.		X		
7.3.6.a	Openings: Windows are generally punched openings with little to no surround. Deep-set (min three inch (0'-3") plaster return) and combined with deeper balcony, loggia, and arcade elements to generate complex building-wide vertical or horizontal compositions.	There is no 3" recess provided. Only trim configurations include trim combined with shutters matching the aggregate size of the opening, or paired windows grouped vertically with trim and siding in between. Both details provide a recessed depth around the window, enhancing shadow and window conditions include trim applied to the header and sill.		X		
7.3.6.b	Openings: Such compositions can be symmetrical overall, locally symmetrical or, asymmetrical.	Windows composition are designed with trims to enhance shadow lines and prevent a flat appearance.	X			
7.3.6.c	Openings: There is high ratio of wall to window, meaning that the windows are read as "punched."	The façade features a high wall-to-window ratio, and additional treatments include windows set within deep balconies.	X			
7.3.6.d	Openings: Shutters are the aggregate size of the associated opening.	Shutters area provided.	X			
7.3.7.a	Attached Elements: All allowable urban frontages in the project area can be expressed in terms particular to this architecture.	Faux clay vents are expressed at gables.	X			

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7.3.7.b	Attached Elements: A number of architectural elements such as balconies, stairs, and chimneys can encroach beyond the primary exterior surface of buildings and into their setbacks. Balconies can either be supported by bracketing or can be entirely metal in construction.	<i>Architectural elements are not encroaching.</i>	X			
7.3.8.a	Massing: Volumetric compositions can be of a single primary volume offset by a variety of lesser ones. Also possible are compositions that are expressed in a single volume.	<i>The massing is composed of a single primary volume with secondary forms and undulation at the roof level.</i>	X			
7.3.8.b	Massing: It is common and desirable to articulate building corners on corner lots. Various scales of tower elements are employed as either habitable spaces or as a means of ventilation. They can either protrude above the general building mass or can be engaged to a wall.	<i>There are no tower elements.</i>		X		
7.3.8.c	Massing: Such designs can be devised at the geometric corner or adjacent to it.	<i>Gable elements are expressed near the corners.</i>	X			
7.3.9.a	Site Definition and Landscape: Buildings typically collect surrounding public and private space into walled precincts consistent with their use. Forecourts, garden walls, and zaguans are common.	<i>The design does not include walled precincts. As a large Family Project, the amenity spaces are designed as larger open spaces rather than smaller walled in precincts to offer residents areas to congregate in larger groups and foster a sense of community while not infringing on the desires of other residents to maintain and live in a quiet environment. We will accomplish this through scattered green spaces throughout the site and through our centralized outdoor amenity space with recreational spaces for children, a pool area, and interior clubhouse space for recreation and resident programming. The design includes a fenced perimeter, but the site interior remains open to increase resident connectiveness and promote shared experiences, which increase resident quality of life.</i>	X			
7.3.9.b	Site Definition and Landscape: The landscape of gardens and courtyards heightens the spatial character of each such enclosed exterior room.	<i>The project design does not include enclosed exterior rooms. The landscape has been designed to provide articulation of the shared amenity spaces and is appropriate and compatible with the architecture and residential nature of this project. As a Family Project, amenity spaces are designed to offer residents areas refuge as well as spaces to congregate and foster a sense of community. We will accomplish this through scattered green spaces throughout the site and through our centralized outdoor amenity space with recreational spaces for children, a pool area, and interior clubhouse space for recreation and resident programming. The design includes a fenced perimeter, but the site interior remains open to increase resident connectiveness and promote shared experiences, which increase resident quality of life.</i>	X			
CHAPTER 8 - APPROVED TREES						
8.2	The following pages list shade trees that are approved for parking lots in the City of Rancho Cordova. You will need to submit a tree planting plan for review by the City Arborist. When planting, you must adhere to the minimum distances noted below. If you use a tree not on the list, you will be required to go through a more in depth review with the city.	<i>A planting plan is provided with proposed tree species. This proposed list incorporates previous comments from the the City Arborist. Nearly all tree species are selected either from the MFDG or from the City's Approved Tree List.</i>	X			

OWNER/APPLICANT

DATE OF DETERMINATION SUBMITTAL: 

SUBMITTED BY NAME: Russell Condas

CITY OF RANCHO CORDOVA

DATE OF DETERMINATION:

REVIEW COMPLETE BY NAME:

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
On-Going Conditions				
1.	The approved entitlement is for a Multifamily Streamlined Design Review Permit for Asteria Flats. The project shall be constructed consistent with the Project Plans (Attachment 1) for a 236-unit multifamily development. Project MS DR-1222-0001.	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	General	On-Going	Planning

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
	negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranhocordova.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 approval unless an extension is granted by the Community Development Director.	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.	Signage is not approved with this permit. All signage shall comply with the City of Rancho Cordova Zoning Code.	Signage	On-Going	Planning
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.	Infrastructure	On-Going	Public Works
10.	Public lower laterals must not be smaller than the upper laterals, sized according to the California Plumbing Code requirements.	Sewer	On-Going	SacSewer
11.	Construction of a grease trap or a sand oil separator may be required. The applicant must verify with the applicable jurisdiction's building department.	Sewer	On-Going	SacSewer

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
12.	If the proposed trash enclosure will contain a drain to the sewer, it must be covered.	Sewer	On-Going	SacSewer
13.	Applicant shall be responsible for coordinating waterline impacts with the Sacramento County Water Agency (SCWA). A waterline easement exists on the southern property boundary of the proposed development. Confirm location and development criteria with SCWA.	Water	On-Going	Public Works
Prior to Submittal of Improvement Plans				
14.	The project has an approved Level 3 sewer study. The subject parcel has a proposed density higher than what was approved in the sewer study. The proposed changes to the approved sewer study require an addendum to be submitted and approved by SacSewer prior to the submittal of improvement.	Sewer	Prior to Submittal of Improvement Plans	SacSewer
Prior to Approval of Improvement Plans				
15.	Driveway access along Sunrise Boulevard shall be limited to only right-out.	Public Works	Prior to Approval of Improvement Plans	Public Works
16.	Drainage Study: Applicant shall prepare and submit a project specific drainage study. 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 consistent with the Anatolia master drainage study.	Public Works	Prior to Approval of Improvement Plans	Public Works

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
17.	Stormwater Quality- Post Construction: The improvement plans shall incorporate all applicable post construction stormwater quality measures; including source control (waste management areas, DI stamps, etc.), low impact development, and full capture trash control measures into the site improvement plans in conformance with the most recent version of the Stormwater Quality Design Manual for the Sacramento Region. 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 Stormwater Quality Design Manual for the Sacramento Region.	Public Works	Prior to Approval of Improvement Plans	Public Works

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
18.	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 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 National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities (Construction General Permit). Permits are issued by the State Water Resources Control Board.	Public Works	Prior to Approval of Improvement Plans	Public Works

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
19.	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. This system shall be implemented by qualified professionals with training and proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters.	Public Works	Prior to Approval of Improvement Plans	Public Works
20.	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 approval.	Public Works	Prior to Approval of Improvement Plans	Public Works

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
21.	All development within the City must comply with the City of 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.	Public Works	Prior to Approval of Improvement Plans	Public Works
22.	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.	Public Works	Prior to Approval of Improvement Plans	Public Works
23.	All storm drain facilities within private lots shall be privately maintained and shall be clearly labeled as "private" in the improvement plans.	Public Works	Prior to Approval of Improvement Plans	Public Works
24.	Fees: Pay the drainage impact fees to the satisfaction of the City of Rancho Cordova's Public Works Department.	Public Works	Prior to Approval of Improvement Plans	Public Works
25.	Number, size, and location of driveways are subject to approval by the Public Works Department	Public Works	Prior to Approval of Improvement Plans	Public Works
26.	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.	Public Works	Prior to Approval of Improvement Plans	Public Works

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
27.	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 • Soils Test • Water Use Calculations • Irrigation Schedule • Permeability test for LID facilities' locations • Soil media specifications (LID features)	Public Works	Prior to Approval of Improvement Plans	Public Works
28.	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.	Public Works	Prior to Approval of Improvement Plans	Public Works
29.	Installation of a public cleanout is required at the right-of-way. These improvements must be shown on the plans.	Sewer	Prior to Approval of Improvement Plans	SacSewer
30.	The minimum size for public sewer mainlines is 8-inch diameter. Public sewer must be located in the right-of-way when possible. The design engineer must satisfactorily demonstrate that placing the main line within a road ROW is not possible before locating a main line in a dedicated public sewer easement as approved by SacSewer. These improvements must be shown on the plans.	Sewer	Prior to Approval of Improvement Plans	SacSewer

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
31.	To obtain sewer service, construction of SacSewer sewer infrastructure will be required. Current SacSewer Standards and Specifications apply to any offsite or onsite public sewer construction or modification. These improvements must be shown on the plans. Field modifications to new or existing precast manhole bases are not allowed.	Sewer	Prior to Approval of Improvement Plans	SacSewer
32.	SacSewer requires each building on each lot with a sewage source to have a separate connection to SacSewer'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 upstream of any connection to the SacSewer sewer. These improvements must be shown on the plans.	Sewer	Prior to Approval of Improvement Plans	SacSewer
33.	SacSewer Design Standards and Specifications require a minimum 6-inch lower laterals for apartment buildings.	Sewer	Prior to Approval of Improvement Plans	SacSewer

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
34.	Sewer easements may be required to service this parcel. All public sewer easements will be dedicated to SacSewer in a form approved by the District Engineer. All public sewer easements will be at least 20 feet in width and will require continuous access for installation and maintenance. SacSewer will only provide maintenance in public right-of-ways and SacSewer dedicated sewer easements. No awning or overhang may encroach on the easement area. At minimum, an all-weather access road must be provided to all manholes.	Sewer	Prior to Approval of Improvement Plans Public sewer easements must be assigned prior to plan approval. Recordation of the public sewer easement can occur after plan approval. Private sewer easement and private sewer agreements must be assigned and recorded prior to approval of improvement plans.	SacSewer
35.	Construction of sewer mainlines are prohibited within 100-year flood plains. The location of the 100-year flood plain must be shown on the improvement plan.	Sewer	Prior to Approval of Improvement Plans	SacSewer
36.	All onsite sewer plans and offsite sewer plans must be submitted separately to SacSewer for review and approval.	Sewer	Prior to Approval of Improvement Plans	SacSewer
37.	All manholes not within public right of way must be accessible with an all-weather access road.	Sewer	Prior to Approval of Improvement Plans	SacSewer

CONDITIONS OF APPROVAL – MSDR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
38.	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	Prior to Approval of Improvement Plans	SacSewer
39.	If any proposed garbage enclosure will contain a drain to the sewer, the enclosure must have a roof.	Sewer	Prior to Approval of Improvement Plans	SacSewer
40.	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 gutterline or edge of pavement on opposite sides of the road. Identification of fire apparatus access roadways may be required on private roads.	Fire	Prior to Approval of Improvement Plans	Sacramento Metro Fire
41.	Provide a note on the plan that reads, "Fire access roadways shall be built to bear a minimum of 80,000 pounds and meet the Sacramento County Public Works Standards for roadways. A report, prepared by a registered geotechnical engineer, verifying the ability of the road to bear the required minimum weight, shall be submitted with any plan indicating construction of roadway. Verification of constructed roadway shall be provided by a registered geotechnical engineer prior to final of the project.	Fire	Prior to Approval of Improvement Plans Verification of constructed roadway by registered geotechnical engineer will need to be completed prior to vertical construction	Sacramento Metro Fire

CONDITIONS OF APPROVAL – MSDR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
42.	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	Prior to Approval of Improvement Plans	Sacramento Metro Fire
Prior to Issuance of Building Permit				
43.	A final Photometric Plan shall be submitted and approved as part of the building permit review process. The plan shall adhere to the outdoor lighting standards of Chapter 23.725 of the Rancho Cordova Municipal Code.	Lighting Plan	Prior to Issuance of Building Permit	Planning
44.	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, SWUII, 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 Khaliq McClean at (916) 851-8708 with regard to the process to satisfy this condition of approval.	Public Works	Prior to Issuance of Building Permit	Public Works

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
45.	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 lighting, public frontage and median and landscape improvements, and trails. This may be accomplished through annexation to the City's Community Facilities District No. 2014-2 (Street, Lighting and Landscape Maintenance), or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. 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 Khaliq McClean at (916) 851-8708 with regard to the process to satisfy this condition of approval.	Public Works	Prior to Issuance of Building Permit	Public Works
46.	Reservations for bus turnouts will be required along potential bus routes, including areas served by neighborhood shuttle services. Provide bus shelter easements, approximately 10 feet in width by 20 feet in length, for future Regional Transit routes if bus shelters cannot be accommodated within the public utility easements adjacent to public streets right-of-way.	Public Works	Prior to Issuance of Building Permit	Public Works

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
47.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to, all streets, water, sewer, storm drain, lighting, signage and striping, and other associated facilities for all streets and other public areas depicted on the tentative map or tentative map phase. Design datum shall be NAD-83. Prior to acceptance of the improvements, record drawings of grading and improvement plans in AutoCAD, pdf format, and a GIS Shape file shall be submitted and approved by the Public Works Department.	Public Works	Prior to Issuance of Building Permit	Public Works
48.	Secure City of Rancho Cordova Public Works Department approval of final grading plans, as required by City Ordinance.	Public Works	Prior to Issuance of Building Permit	Public Works
49.	The owner must contact Permit Services Unit at PermitServices@sacsewer.com or by phone at (916) 876-6100 to determine if SacSewer impact fees are due. Fees are to be paid prior to the issuance of building permits unless fee deferral documentation is provided and allowed by law as confirmed by SacSewer Permit Services Unit.	Sewer	Prior to Issuance of Building Permit	SacSewer
50.	The applicant shall meet the following: Civil Site Plans, Fire Service Underground Plans and Architectural Plans shall be submitted and approved prior to Final Building Permit being issued. Fire Sprinkler and Fire Alarm plans shall be submitted prior to Final Building Permit being issued. Please note: The Sacramento Metro Fire District <u>does not</u> allow deferred submittals.	Fire	Prior to Issuance of Building Permit	Sacramento Metro Fire

CONDITIONS OF APPROVAL – MSDR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
51.	In compliance with the Cordova Recreation and Park District (CRPD) Development Review Ordinance 0607-01 submit to CRPD a Development Review Application and deposit of \$500 prior to the City of Rancho Cordova's issuance of a building permit on this project.	Parks	Prior to Issuance of Building Permit	Cordova Recreation & Park District/Building & Safety
52.	To fund mitigation of impacts by new residents in the Asteria Flats complex on surrounding parks the developer will pay a Park Development Fee in the amount of: • \$7,543.84 (seven thousand five hundred and fortythree dollars and eighty-four cents) per unit for one, two- and three-bedroom multifamily units. These fees became effective on January 1, 2025. The Park Development Fee will be adjusted on January 1 annually thereafter no later than January 15th by the method provided in City Construction Cost Index (CCI) Index as follows: A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the October issue of the Engineering News Record Magazine Construction Cost Index of the year in which the calculation is being made. An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this Section by the "mean" index for the previous October. The adjusted Park Development Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section, by the Park Development in place prior to the annual adjustment.	Parks	Prior to Issuance of Building Permit, <i>Unless fee deferral documentation is provided and allowed by law.</i>	Cordova Recreation & Park District/Building & Safety

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
53.	The District shall provide, and the developer shall deliver to City Public Works a certificate from the Cordova Recreation and Parks District stating that all fees as required by the District have been paid.	Parks	Prior to Issuance of Building Permit, <i>Unless fee deferral documentation is provided and allowed by law.</i>	Cordova Recreation & Park District/Public Works
Prior to Final Inspection/Final Occupancy				
54.	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.	Fire	Prior to Granting Final Occupancy	Sacramento Metro Fire
55.	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.	Public Works	Prior to Granting Final Occupancy	Public Works
56.	Install public and onsite improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Public Works	Prior to Final Inspection of the First Unit	Public Works

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
57.	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.	Public Works	Prior to Final Building Inspection of the Last Building Permit	Public Works
58.	Record drawings of grading and improvement plans in AutoCAD, pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.	Public Works	Prior to Final Building Inspection	Public Works
59.	Applicant/Owner/Developer shall repair and replace all right-of-way damages caused by the construction of the building to the satisfaction of the Public Works Department. Damages include, but are not limited to: pavement, sidewalks, curbs, and gutters.	Public Works	Prior to Occupancy	Public Works
60.	The Applicant shall request a Final Planning Inspection with the Planning Department prior to granting of Final Occupancy. Final Planning Inspection will ensure final construction is consistent with the approved design review including final installation of landscaping.	Public Works	Prior to Occupancy	Public Works

CONDITIONS OF APPROVAL – MS DR-1222-0001 Asteria Flats

		Category	Timing/ Implementation	Enforcement/ Monitoring
61.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department prior to any occupancy. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements • Civil plan shall include an ADA access plan • All facilities, including but not limited to, sidewalk, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. • Utility laterals • Replacement of damaged sidewalk and curb and gutter along property frontage to the satisfaction of The Public Works Department. Sidewalk panels shall be replaced to the nearest joint • Replacement of damaged pavement along property frontage to the satisfaction of The Public Works Department • Public improvement plans shall clearly delineate all transitions to existing improvements • Pavement cuts for utility connections in the right-of-way shall be repaired per County Standard. • All improvements to be designed and constructed to the satisfaction of the Public Works Department.	Public Works	Prior to Final Inspection/Final Occupancy	Public Works

ADVISORY:

- Sac Metro Fire: Gates shall be installed in accordance with The County Emergency Access Gates and Barriers Standard. Plan submittal is required prior to installation.
- Sac Metro Fire: Subsequent applications, including time extensions, may be subject to additional SMFD Fire Conditions beyond those listed above. Fire conditions will only be added when significant life safety issues require remediation.
- SacSewer: This project includes planned improvements within the S132 pump station shed area. Due to development in this

CONDITIONS OF APPROVAL – MSDR-1222-0001 Asteria Flats

shed, improvements to S132 station are required. Lennar Homes of California, LLC is taking the lead in the S132 Pump Station upgrades. Your project may be responsible for the upgrades if Lennar does not complete the upgrades.

- SMUD: SMUD has existing overhead 69kV facilities along Sunrise Blvd and on south side of project site that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 95 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.
- SMUD: SMUD has existing underground 12kV facilities along Sunrise Blvd and Chrysanthy Blvd and on south side of PROJECT SITE that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 128 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation.
- SMUD: 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.
- SMUD: Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property.
- SMUD: 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.
- SMUD: 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.
- SMUD: The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.).
- SMUD: 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.
- SMUD: 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>
- 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-ways.

CONDITIONS OF APPROVAL – MSDR-1222-0001 Asteria Flats

- 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.
- 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.
- The Applicant shall disclose existing or proposed 69 kV electrical facilities to future and/or potential owners.



ASTERIA FLATS

Affordable Housing Local Funding Commitment Discussion



GOALS FOR THIS ITEM

- Provide details on the Asteria Flats affordable housing project
- Present and discuss the developer's request for a \$5,000,000 loan
- Provide direction to staff regarding the funding commitment request

ASTERIA FLATS

RANCHO CORDOVA, CA

LINCOLN AVENUE COMMUNITIES

Project Overview



Development Overview: Asteria Flats

MISSION DRIVEN. IMPACT FOCUSED.

OUR APPROACH

We own, develop, and invest in income aligned housing to support thriving communities

Our experienced and agile team works to provide working class families with high quality housing through federal, state, and local programs

OUR FIRM AT A GLANCE



~170 PROPERTIES



~30,500

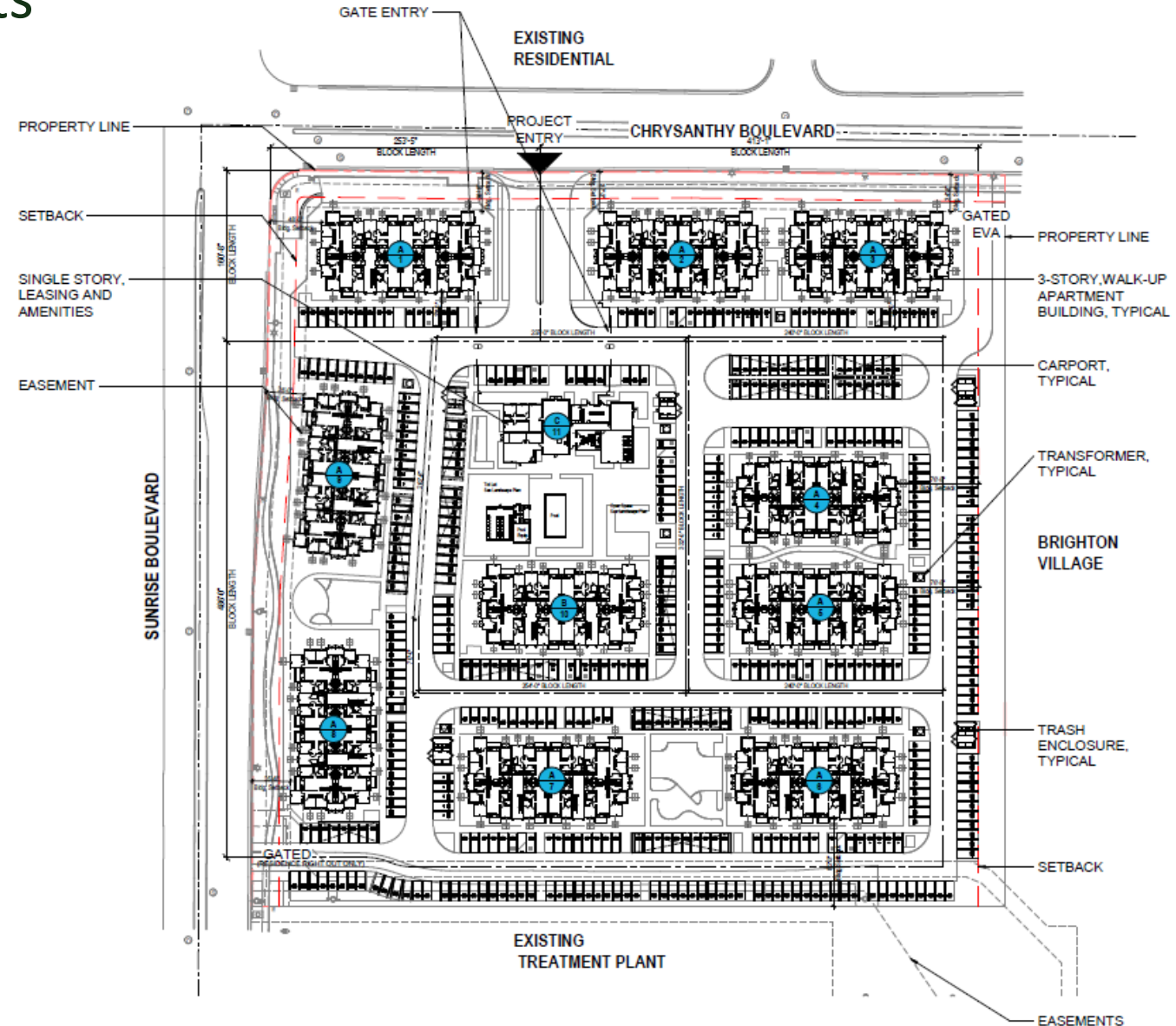


130+ TEAM MEMBERS



Development Overview: Asteria Flats

- Parcel Size | Location: ~11 Acres | SEC of Sunrise Blvd and Chrysanthy Blvd
- Unit Mix: 236 units: 1-Bedroom (60 units), 2-Bedroom (60 units), 3-Bedroom (58 units), 4-Bedroom (58 units)
- Building Style: Ten, 3-story garden style buildings with a standalone clubhouse, and pool.
- Proposed Affordability Restrictions: 100% of Units between 30% and 70% of Area Median Income (“AMI”).
- Parking: 460 surface parking spaces, with 100 of those spaces being covered by structured solar carports (46 EV Charging Stations and 184 will be EV ready spaces)
- Amenities: Three amenity spaces, including large clubhouse with fitness room, clubroom, leasing offices, resident service space, mailroom & parcel lockers. Outdoor amenities include pool, two playgrounds, pergola with grilling area, and several passive outdoor spaces.



Examples of Other Developments by LAC



Aerial Rendering



Outdoor Amenity Rendering



Rendering



EXAMPLE AFFORDABLE PROJECTS – NEARBY JURISDICTIONS

The Gardens at Quail Run
Apartments – Elk Grove

Built in 2023

202 units

Amenities Include:

- Community Room with Kitchen
- Computer Center
- Exercise Room
- Playground
- Swimming Pool
- BBQ/Picnic Area
- Community Garden



EXAMPLE AFFORDABLE PROJECTS – NEARBY JURISDICTIONS

MOSA – Elk Grove

Built in 2025

384 units

Amenities include:

- Clubhouse
- Playground
- Onsite Management
- Meeting Rooms
- Fitness Center
- Computer Lab



EXAMPLE AFFORDABLE PROJECTS – NEARBY JURISDICTIONS

Granite City Apartments – Folsom

Built in 2013

81 units

Amenities include:

- Clubhouse
- Business Center
- Pool



LOAN REQUEST AND STAFF EVALUATION

- Developer is requesting \$5,000,000 loan
- City funding to cover development and construction costs, ensuring the project meets the State's June deadline to begin construction
- Project leverages \$90,000,000 of state and federal funding
- If not provided, funding will need to come from another source, which would put the project at risk of a shortfall, and require scope or design changes to bring project in line with budget
- Per unit subsidy of \$21,200 is lower than the average project per unit subsidy of \$31,330
- Developer has heavily deferred the project developer fee

ALTERNATIVES AND STAFF RECOMMENDATION

Option A – Provide the funding commitment of \$5 million

Option B – Provide the funding commitment of \$5 million, but work with Developer to ensure City funds are necessary once final development costs are determined

Option C – Don't provide the funding commitment

Staff Recommendation – Option B

THANK YOU

Comments & questions?

MEMORANDUM



ITEM 16.2.

DATE: February 2, 2026

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Assistant Public Works Director
Kristine Courdy, Senior Civil Engineer

SUBJECT: **THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN
OVERCROSSING AND ARTWALK PRESENTATION AND
RESOLUTIONS AUTHORIZING THE CITY MANAGER TO APPROVE
ARTIST CONTRACT NUMBERS 2026-8, 2026-9, 2026-10 AND 2026-
11**

RECOMMENDATION

Receive the Zinfandel Drive Bicycle and Pedestrian Overcrossing and Artwalk Presentation and adopt the Resolutions authorizing the City Manager to approve Contract No. 2026-8 with artist Sheila Wyne, Contract No. 2026-9 with artist Adrien Segal, Contract No. 2026-10 with artist Matthew Mazzotta, and Contract No. 2026-11 with artist Aaron Stephens.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolutions for the artists contract awards would allow the artists to continue the advancement of their art designs that would be incorporated into the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.

BACKGROUND

U.S. Highway 50 is an impediment to alternative modes of travel within the City of Rancho Cordova, creating a barrier between the north and south sides of the city. While vehicle crossings exist, safe and comfortable bicycle and pedestrian facilities are limited. This results in bicycles sharing the road with high speed vehicles entering and exiting the freeway and major commercial/employment centers. This Project will construct a bicycle and pedestrian facility along Zinfandel Drive from White Rock Road to Folsom Boulevard. This Project will improve multi-modal access and user comfort by removing the barrier to active transportation created by U.S. Highway 50, connecting communities on both sides of the freeway, including improved access to the Zinfandel light rail station, housing, jobs and education. The completed work will reduce vehicle miles traveled and improve air quality.

In 2021, staff presented the proposed alternatives for the project to Council, with the Tied Arch Bicycle and Pedestrian Overcrossing being the preferred alternative. With the alternative being selected, the project team advanced the environmental and preliminary engineering phases and in 2024, the project was environmentally cleared and received approval for the Project Report.

Currently, the project is in the final stages of design and approval by Caltrans.

On August 5, 2024, the City Council approved a comprehensive Art Plan for the Project that included four large public art installations, community signage and way finding signage for the Project. In Fall 2024, the city issued a Request for Qualifications to artists for all four public art pieces within the Project. The solicitation was for the three 3D sculptural pieces and one 2D wall piece. In accordance with the Art Plan, two review panels were assembled of arts professionals, city and community representatives.

In Spring of 2025, the two arts panels convened and recommended a group of finalists to prepare proposals for each of the four sites. The artists were given three months to finalize their proposals and present their designs to the review panels in Summer of 2025. Four artists were selected for the art pieces and have worked to refine their art proposals to meet the site conditions. Here is an overview of the four artists and artworks that were recommended for approval by the art panel:

Site	Artist	Artwork Title	Budget
#1: Sculpture at the Corner of White Rock Rd & Zinfandel Dr	Sheila Wyne	Tree Walker	\$200,000
#2: Wall Mosaic along Path south of Gold Center Dr	Adreil Segal	Lichen Crossing	\$250,000
#3: Sculpture in the Loop Ramp of WB50 On-Ramp	Matthew Mazzotta	Passing Through	\$200,000
#4: Sculpture on North Gateway near Olson Dr	Aaron Stephens	Cascade	\$200,000

Three of the four art pieces fall within the California Department of Transportation's (Caltrans) Right of Way and are required to go through the Caltrans Transportation Art review process. The art piece outside of Caltrans' right of way is Site #1, the sculpture located at the northeast corner of White Rock Road and Zindandel Drive. In Fall of 2025, the three pieces were submitted for Caltrans preliminary review. These three art pieces will be subject to the Caltrans process, which includes executing an Art Maintenance Agreement requiring the city to be responsible for all maintenance, graffiti removal, and restoring damaged artwork. Caltrans also requires a provision in the art agreement that the ownership of the artwork in the right of way is transferred to Caltrans. The city will have the opportunity to remove and relocate the artwork should Caltrans deem it a safety hazard in the future. Caltrans' required provisions are included in the agreements for sites #2, #3 and #4 as required by the Caltrans Transportation Art process.

The project is tentatively scheduled to start construction in Summer 2026 and end in 2028. This schedule will allow the artwork to be designed and integrated with the overall Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.

FISCAL IMPACT AND FUNDING SOURCE

The \$1,400,000 for the Zinfandel Bicycle and Pedestrian Overcrossing artwork and signage are included in the existing 2025-26 Capital Improvement Program budget.

ATTACHMENT(S)

1. Presentation
2. Resolution for Contract No. 2026-8

3. Contract No. 2026-8
4. Resolution for Contract No. 2026-9
5. Contract No. 2026-9
6. Resolution for Contract No. 2026-10
7. Contract No. 2026-10
8. Resolution for Contract No. 2026-11
9. Contract No. 2026-11

Zinfandel Drive Bicycle and Pedestrian Overcrossing & Art Walk Project

February 2, 2026



CityOfRanchoCordova.org

Meeting Goals

- **Update Council On:**
 - **Project Goals & Vision**
 - **Project Status**
 - **Project Aesthetics:**
 - **Art Plan Overview**
 - **Artwork Proposals**
 - **Next Steps**
- **Recommend Approval of the Proposed Artwork Proposals & Artist Agreements**



Zinfandel Pedestrian Overcrossing & Art Walk

Project Goals & Vision:

- The Art Walk will enhance multimodal trail, establish placemaking, and meets City public art strategic planning goals.
- Improves bike and ped access along Zinfandel Drive
- Improves connectivity to existing SacRT Light Rail Stations along Folsom Blvd.
- Increase safety by reducing conflict zones at Highway 50 ramps.
- Increase safety at Olson Drive
- Support the goals of the City's Bike and Pedestrian Master Plans
 - Grade Separated Crossings, particularly at Highway 50
- Supports Economic Development in the City's Employment Centers
 - Connects employment centers south of Highway 50 with commercial centers north of Highway 50

Zinfandel Pedestrian Overcrossing Project Status



- Total Project cost \$35.3M.
- \$23.3M in grant funding received for the Project.
- Summer 2024: Project Approval and Environmental Document Phase
 - August 2024: City Council consideration for approval of the Initial Study Mitigated Negative Declaration
 - September 2024: Caltrans Approval of Project Report
- Summer 2024 – Fall 2025: Right of Way Phase
- Fall 2025: 65% to 100% Design Phase
- Winter 2026: Complete Design and State Grant Fund Authorization
- Summer 2026: Construction Start
- Spring 2028: Project Completion

Art Plan & Proposed Artwork Locations



Zinfandel Pedestrian Overcrossing & Art Walk

ART PLAN

City of Rancho Cordova
Zinfandel Bicycle and
Pedestrian Overcrossing



May 23, 2024

- On August 5, 2024: The City Council approved the Project Art Plan
- The FY 2025 – 2030 Capital Improvement Plan includes \$1.4M budget for the Project artwork and signage

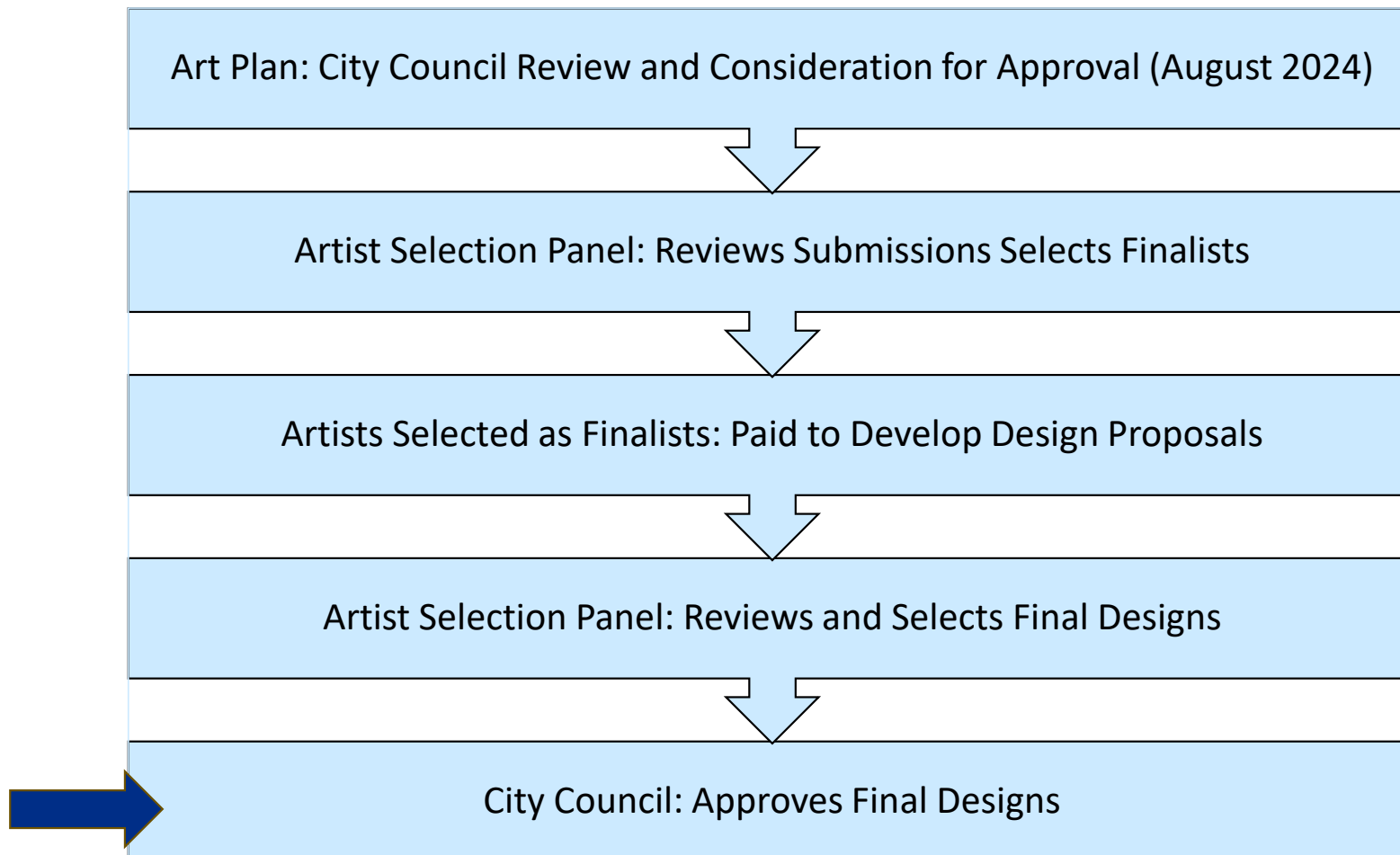
The Artwork Should:

- Be a gateway to and from the Zinfandel Bridge Overcrossing
- Reflect Rancho Cordova's identity at the crossroads of California geographically, historically, culturally, and commercially
- Consider the site's connection between the northern and southern neighborhoods
- Consider the site both a destination and connection that will be experienced by pedestrian's and bicyclists as they traverse the site

Art Review Panel:

- The panels included representatives from the Rancho Cordova community; art professors and educators; practicing artists; curators, museum and art centers directors; public art professionals, designers, and arts commissioners

Art Work Selection Process



Artist Selection Process

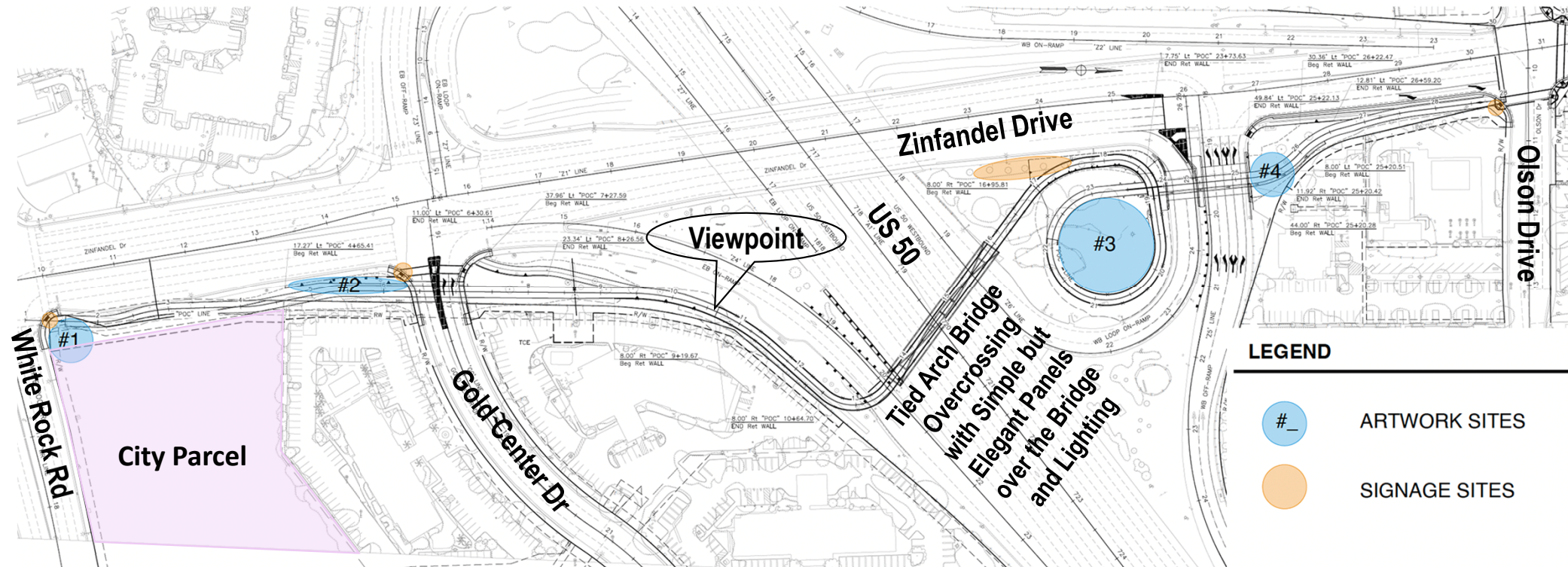
- Art RFQ Release: September 2024
- Art RFQ Submitted: October 2024
- RFQ Responses:
 - 3D Applicants: 98 Applicants
 - 2D Applicants: 85 Applicants
- January 2025:
 - 3D Proposals: 6 Artists invited to submit a proposal
 - 2D Proposals: 6 Artists invited to submit a proposal
- May 2025:
 - Art Selection Panel Makes recommendation on proposals for all Sites
- Summer 2025: Artists Refine Proposals
- October 2025: Caltrans Pre-applications submitted
- February 2026: City Council review of Proposals

Proposed Artwork Proposals

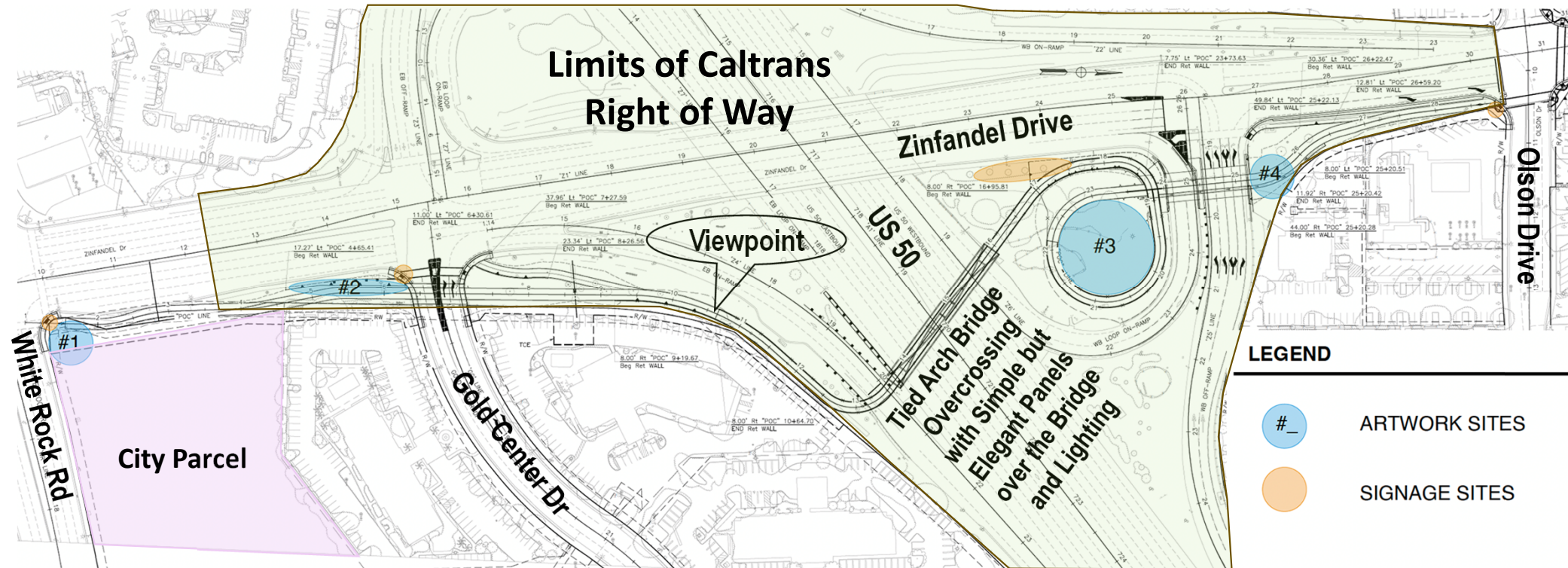


RANCHO CORDOVA
CALIFORNIA

Proposed Art Walk Experience



Proposed Art Walk Experience – Caltrans Right of Way



Artwork Site #1: Corner of White Rock & Zinfandel

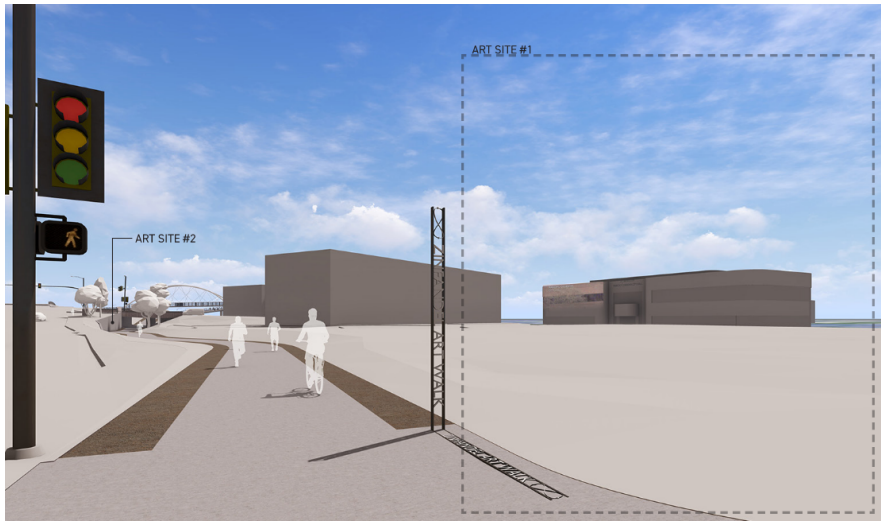


Northeast Corner of Zinfandel Dr & White Rock Rd

- Budget: \$200,000
- One or more sculpture(s)
- Visible by car
- Marks south entrance to trail
- City Right of Way

About the Artist:

- Sheila Wyne
- Anchorage, Alaska
- Working in Public Art since 2006

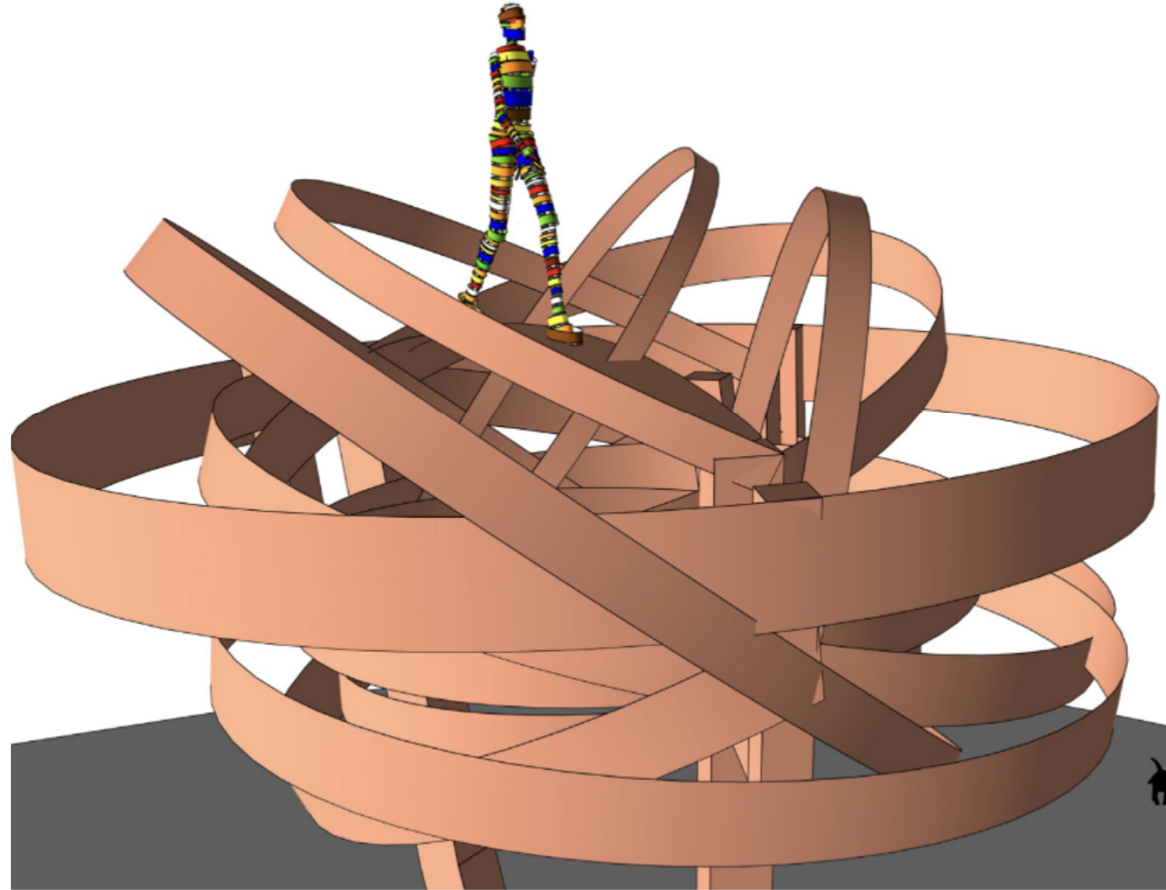


Samples of Artist Work: Sheila Wyne



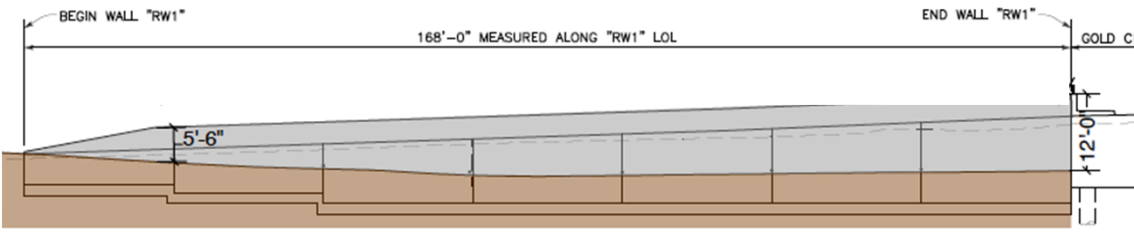
13

Site #1 Proposal: Tree Walker

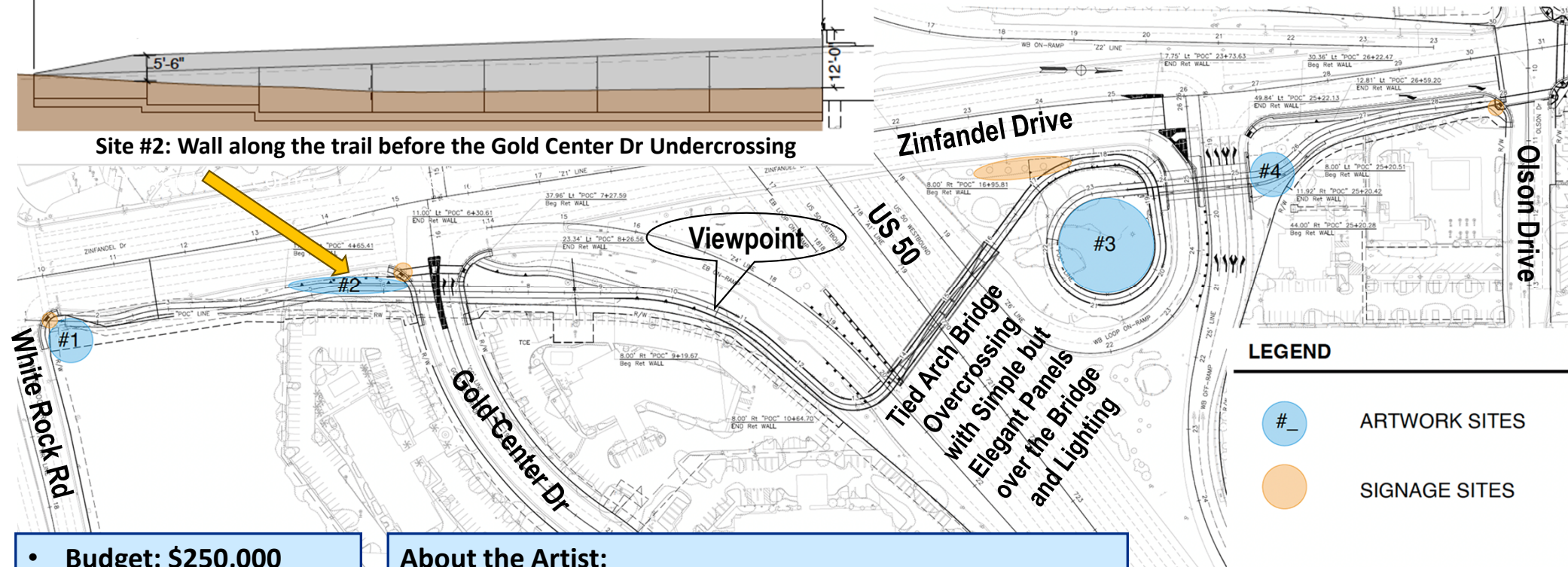


14

Proposed Art Walk Experience – Site #2



Site #2: Wall along the trail before the Gold Center Dr Undercrossing



- Budget: \$250,000
- Mosaic
- Partial cover
- Recessed

About the Artist:

- Adrien Segal, Alameda, CA
- BFA California College of the Arts
- Professor at California College of the Arts

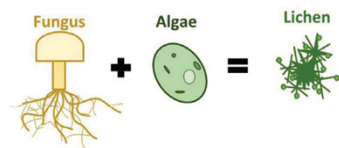
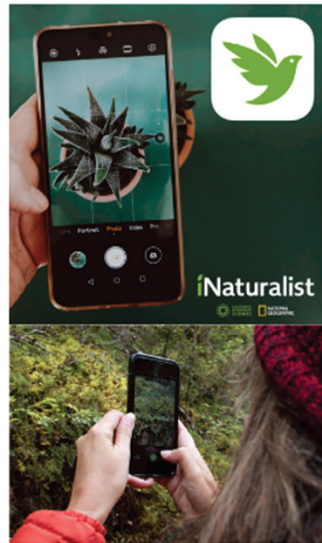
Caltrans Right of Way

15

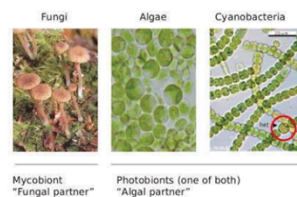
Samples of Artist Work: Adrien Segal



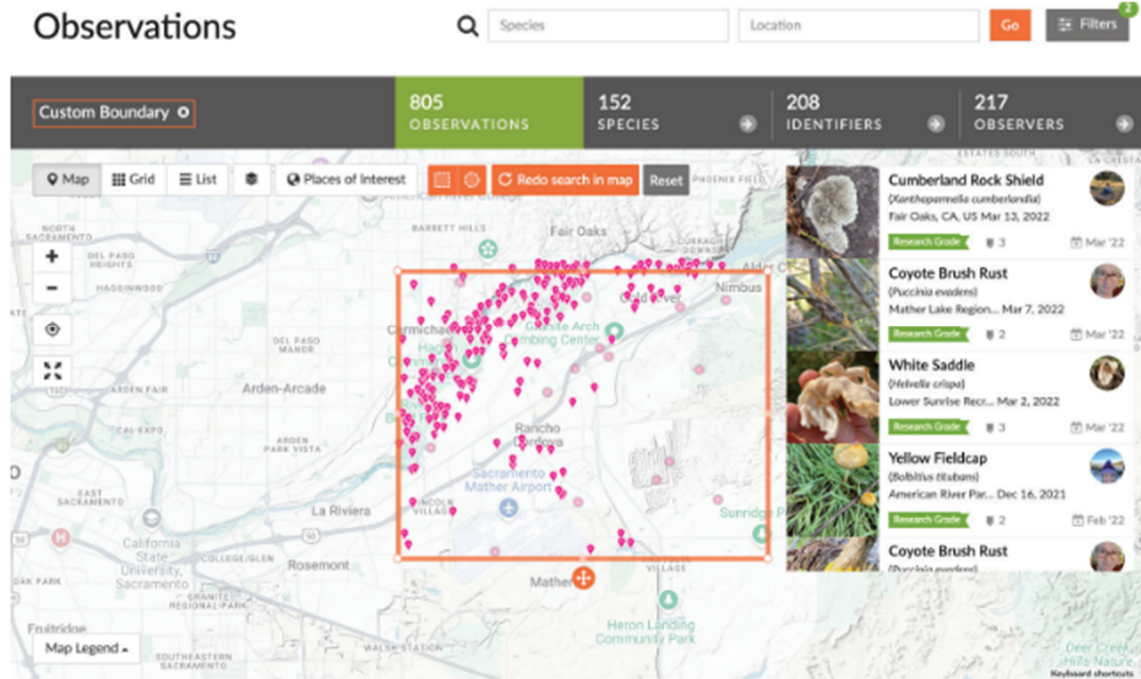
Site #2 Proposal: Lichen Crossing



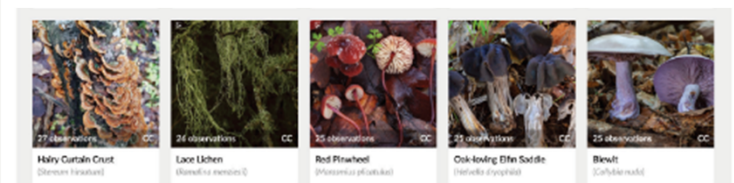
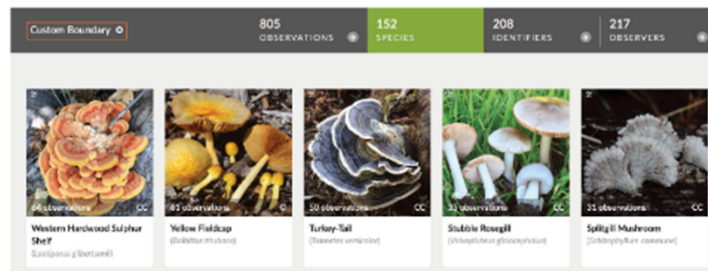
Lichen Symbioses



DATA SOURCE - LOCAL OBSERVATIONS

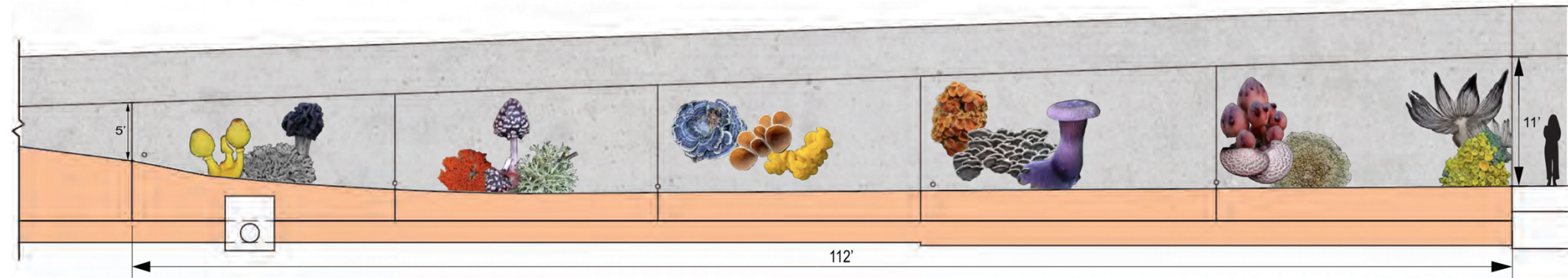


^ iNaturalist-open source database, filtered for fungi and lichen spotted in Rancho Cordova.



Site #2 Proposal: Lichen Crossing

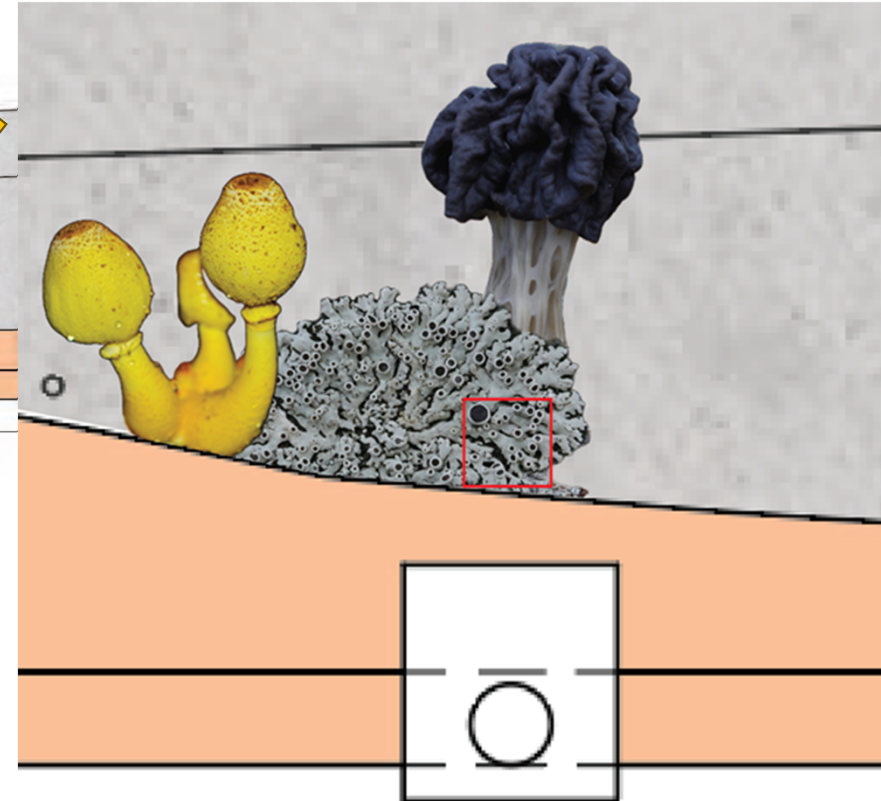
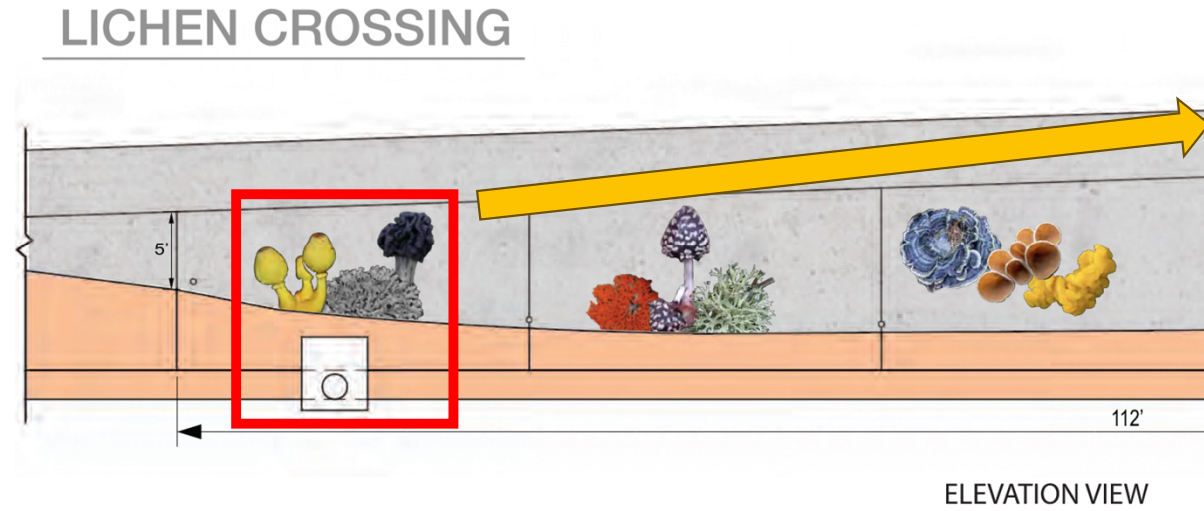
LICHEN CROSSING



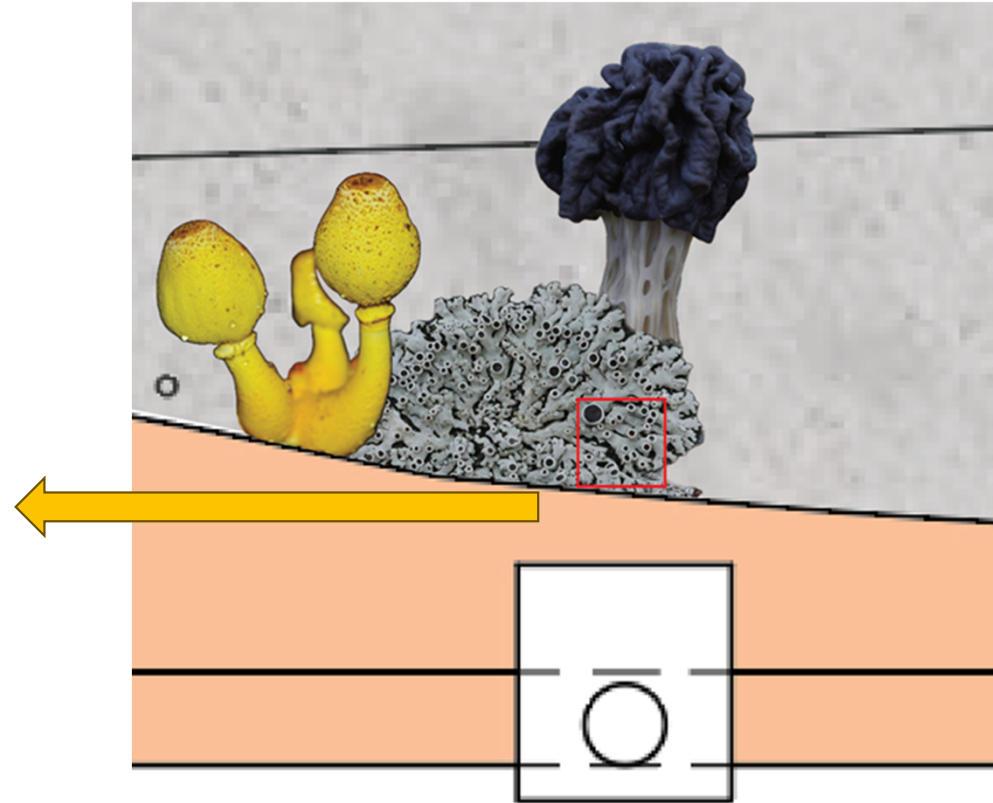
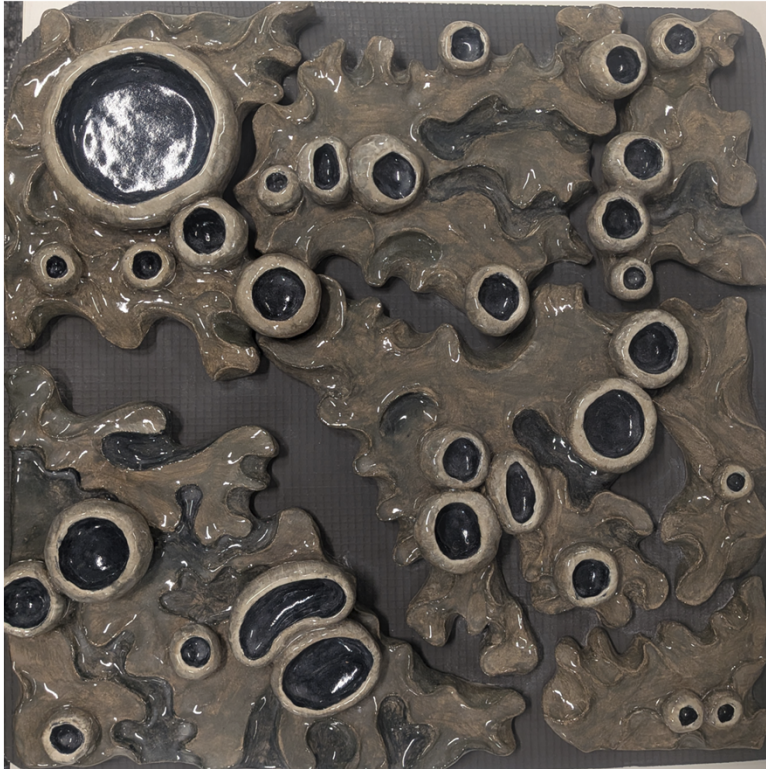
ELEVATION VIEW

Site #2 Proposal: Lichen Crossing

LICHEN CROSSING

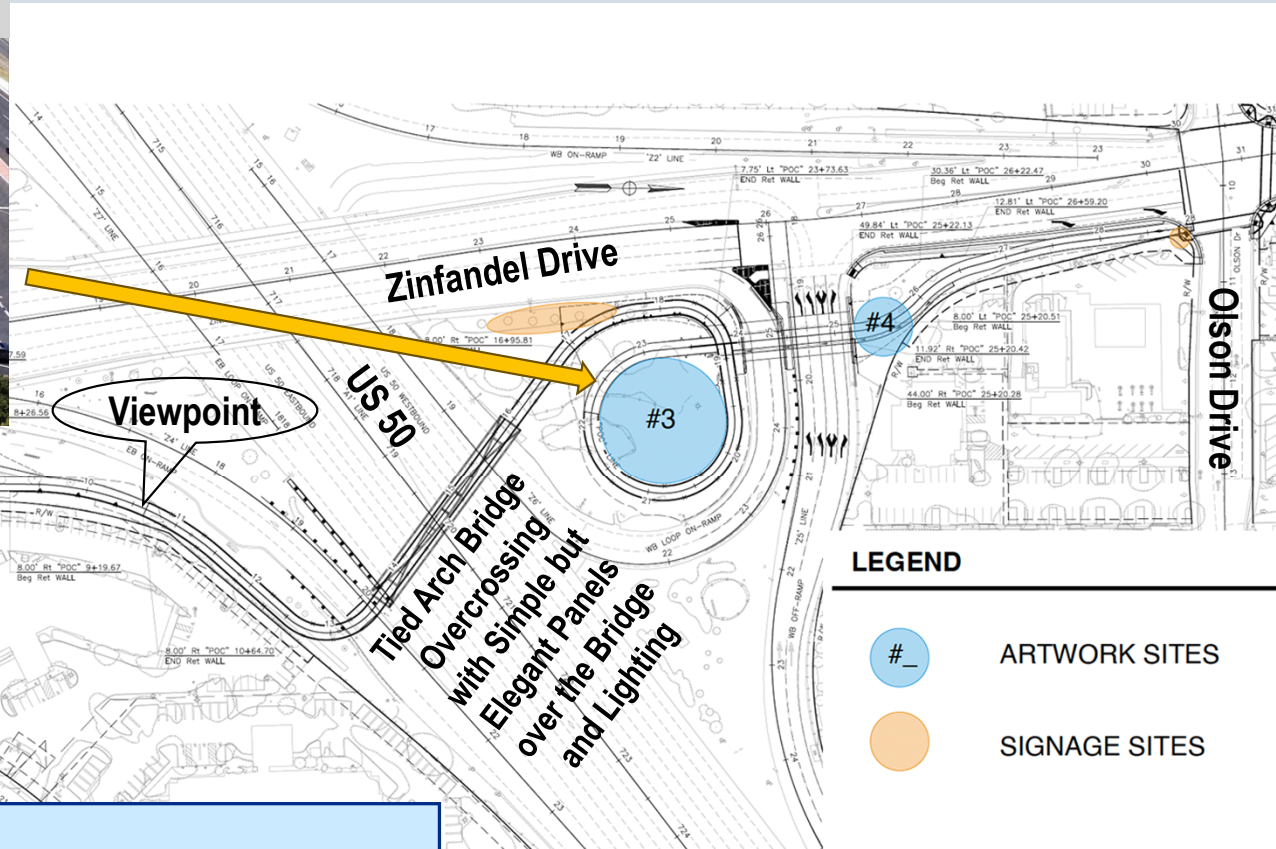


Site #2 Proposal: Lichen Crossing



Proposed Art Walk Experience – Site #3

Site #3: Loop Ramp



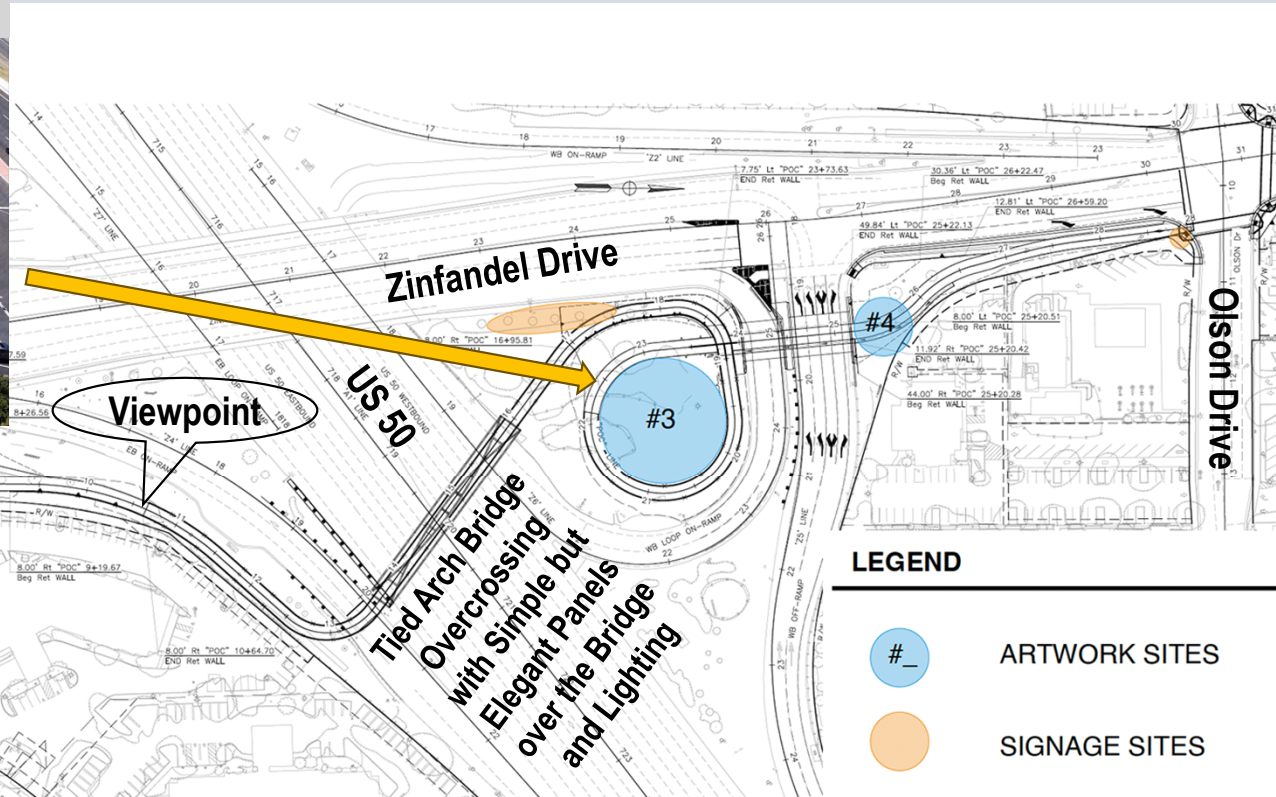
- Caltrans will not allow text in Public Art
- Updated Proposal:
 - Budget: \$200,000
 - Sculpture

Caltrans Right of Way

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Proposed Art Walk Experience – Site #3

Site #3: Loop Ramp



- Caltrans will not allow text in Public Art
- Updated Proposal:
 - Budget: \$200,000
 - Sculpture

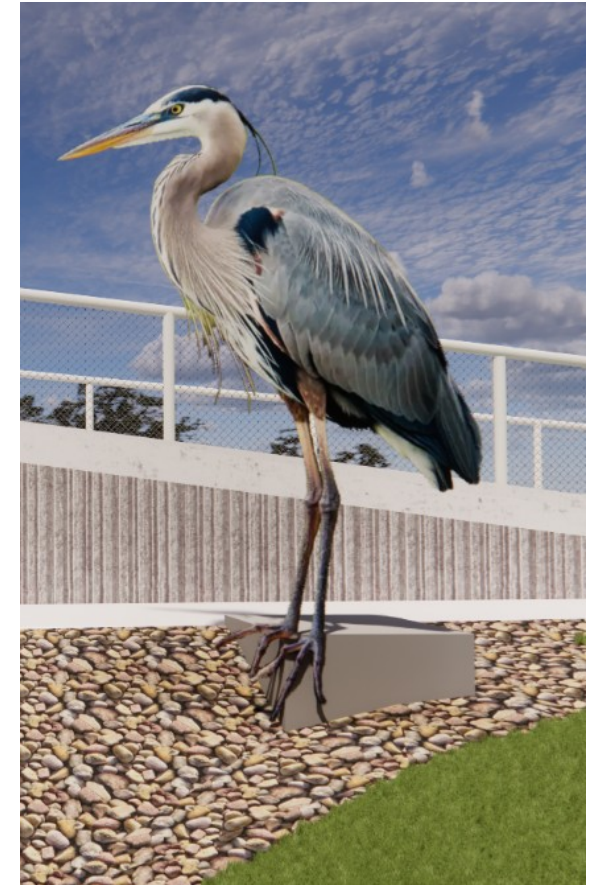
About the Artist:

- Matthew Mazzotta, Canton, NY
- BFA School of Art Institute of Chicago & Masters in Visual Studies MIT
- Lecturer at MIT

Samples of Artist Work: Matthew Mazzota



Site #3 Proposal: Passing Through



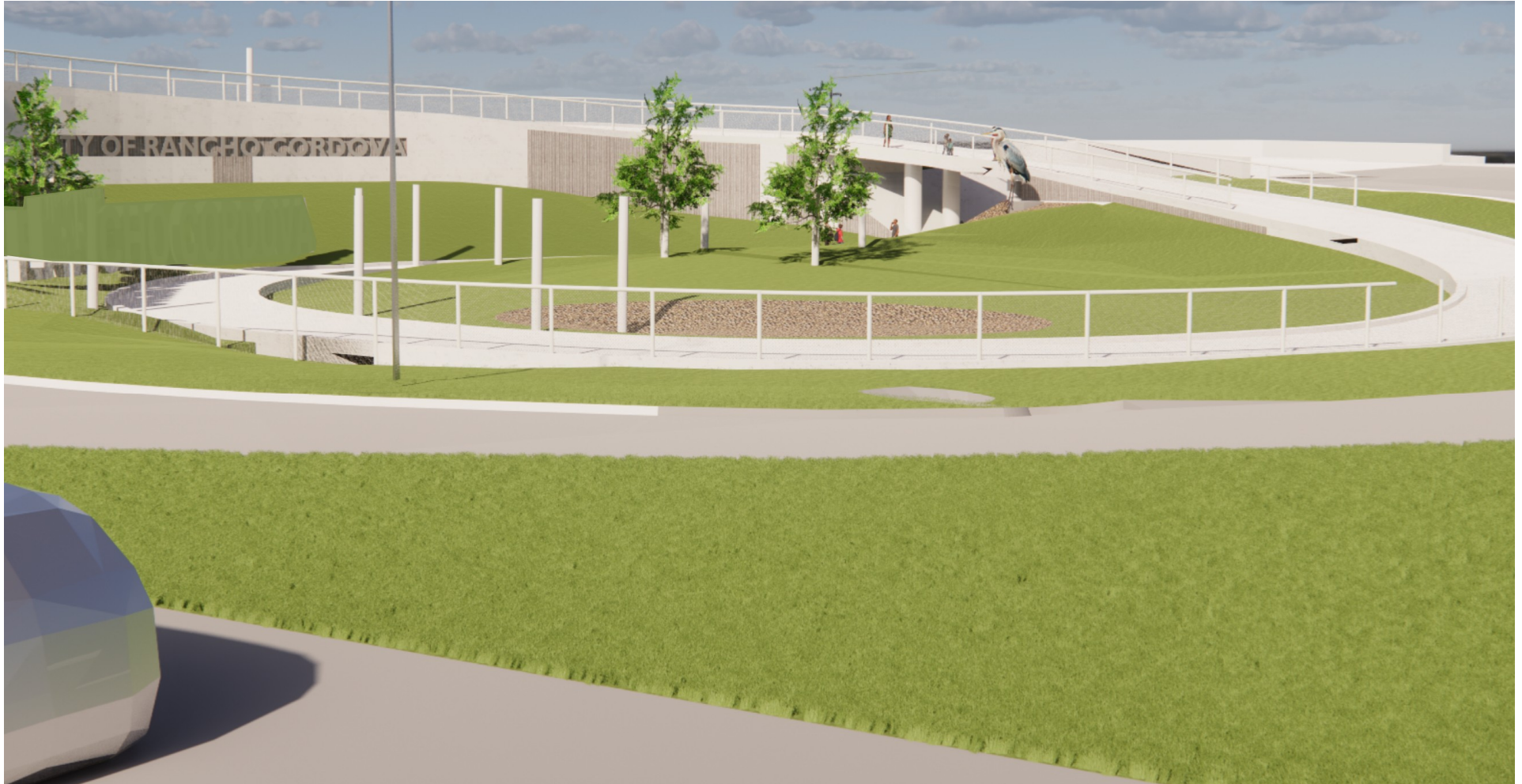
24

Site #3 Proposal: Passing Through



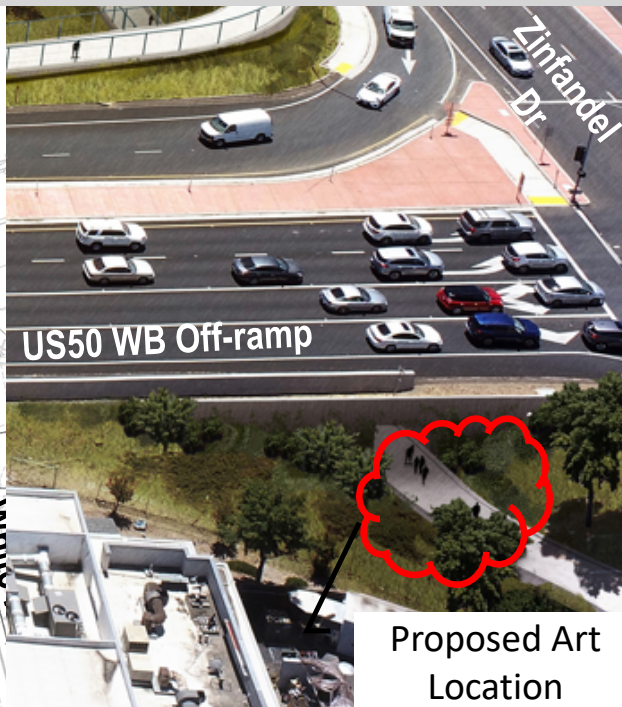
25

Site #3 Proposal: Passing Through

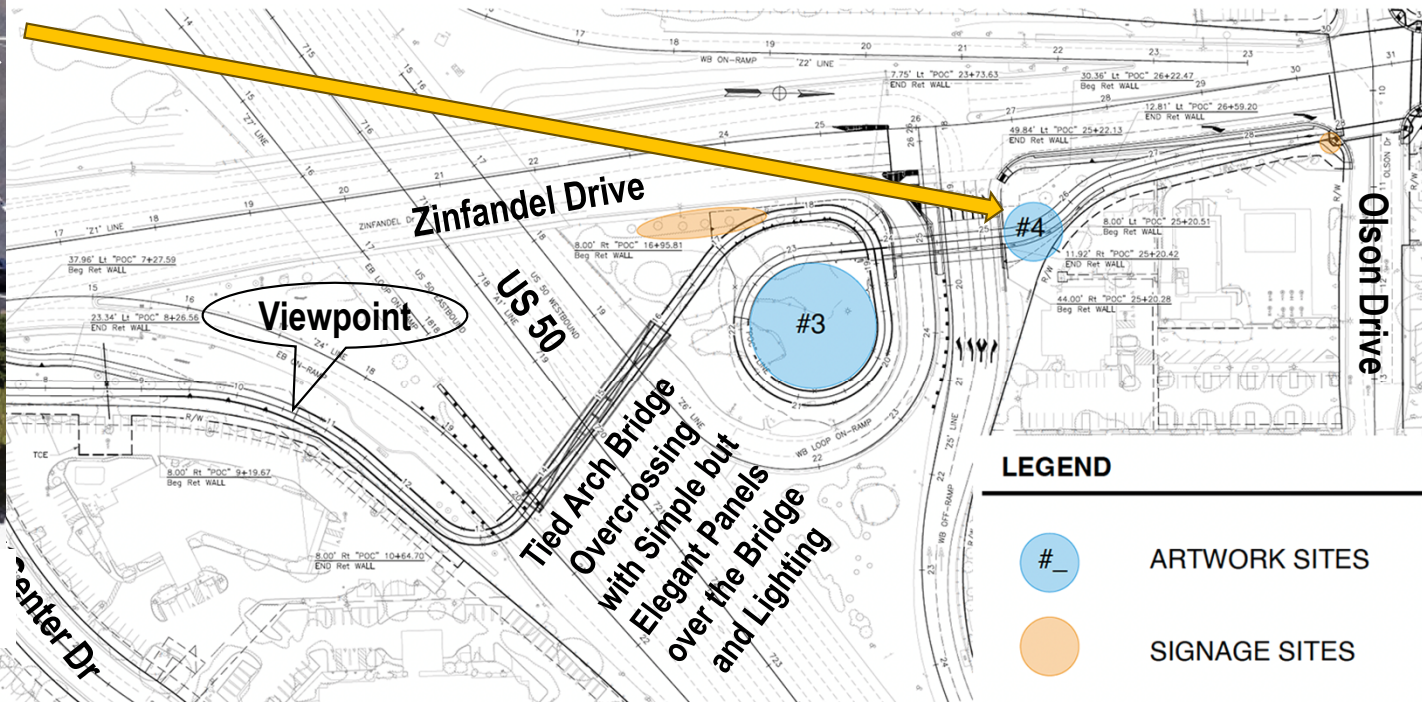


Proposed Art Walk Experience – Site #4

Proposed Art Location South of US WB Off-ramp



Proposed Art Location



- Budget: \$200,000
- Sculpture(s)
- Over walkway or next to path
- Caltrans Right of Way

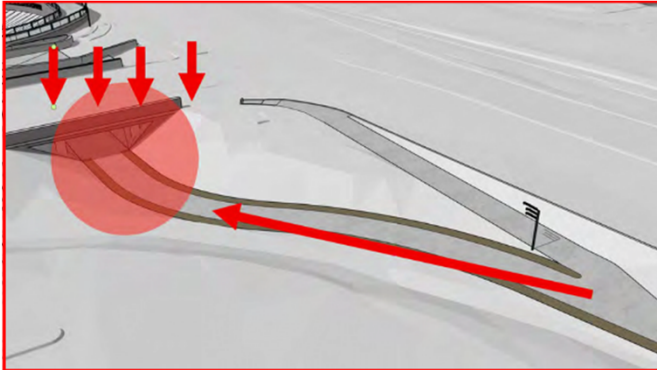
About the Artist:

- Aaron Stephens, Portland, ME
- BFA Purchase College NY & MFA Maine College of Arts
- Teaching Experience at Various Colleges including Maine College of the Arts

Samples of Artist Work: Aaron Stephens



Site #4 Proposal: Cascade



Site #4 Proposal: Cascade



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Zinfandel Pedestrian Overcrossing & Art Walk



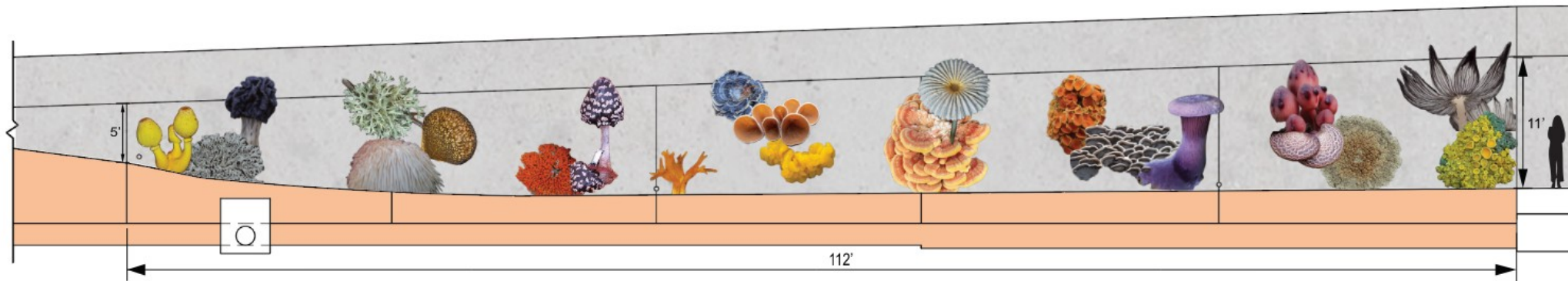
Site #1: Tree Walker



Site #3: Passing Through

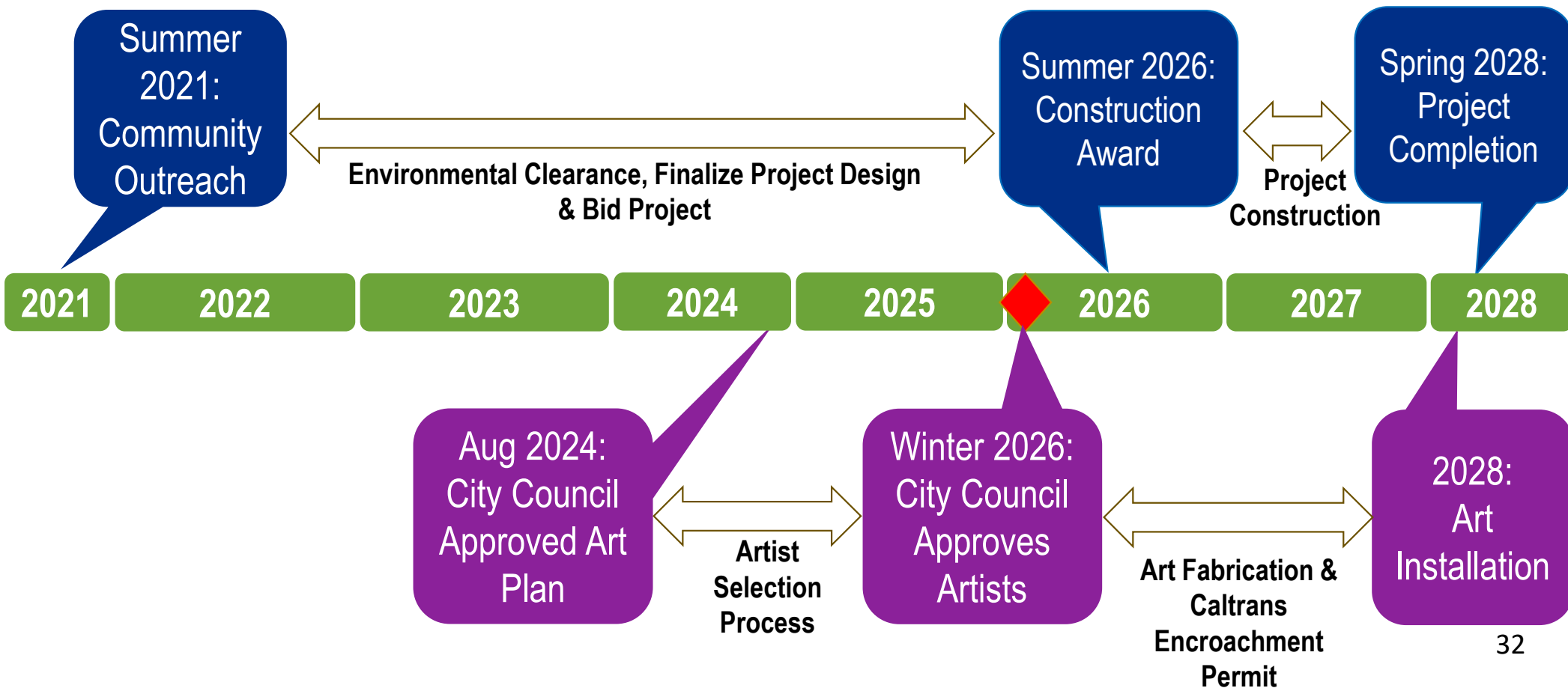


Site #4: Cascade



Site #2: Lichen Crossing

Zinfandel Drive Pedestrian Overcrossing & Art Walk



Zinfandel Drive Pedestrian Overcrossing & Art Walk



Recommendation

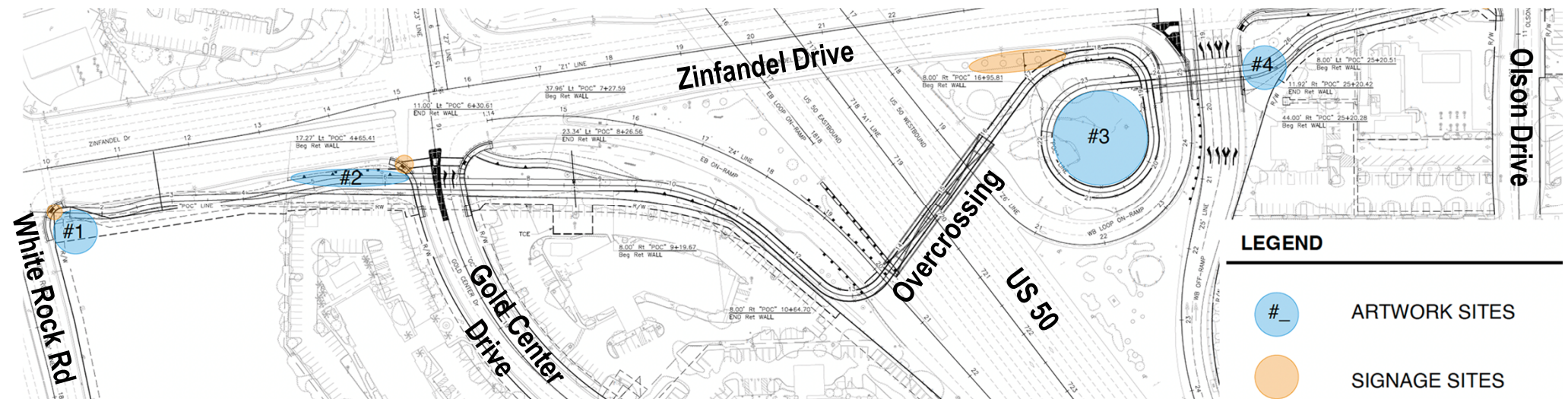
- Receive Proposed Art Work Presentation and Provide Input
- Approve Four Artist Resolutions and Agreements

Next Steps

- Execute Artist Agreement
- Finalize Permits with Caltrans
- Complete the Project Design and Bid out the Project Construction

Future City Council Updates

- Zinfandel Pedestrian Overcrossing Construction Award



Council Feedback

Zinfandel Pedestrian Overcrossing & Art Walk



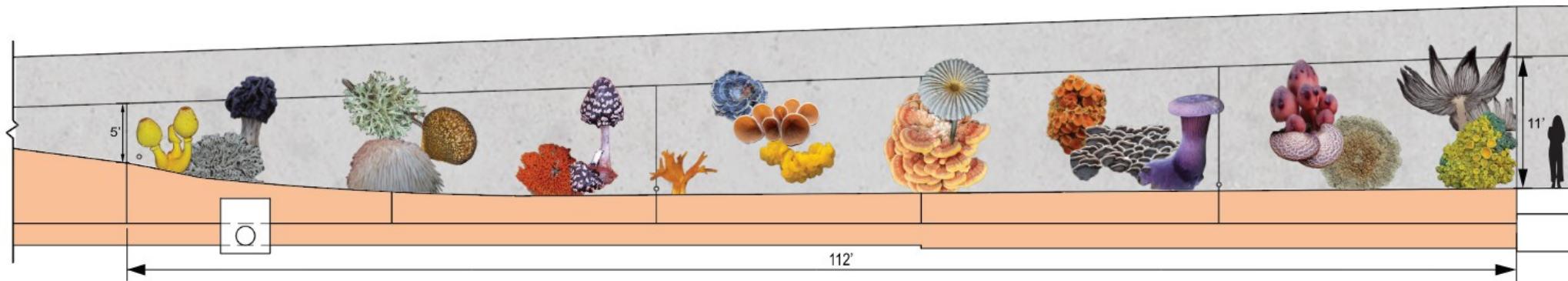
Site #1: Tree Walker



Site #3: Passing Through



Site #4: Cascade



Site #2: Lichen Crossing

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-8 IN AN AMOUNT NOT TO EXCEED \$200,000 WITH SHEILA WYNE FOR SITE #1 ARTWORK PIECE TREE WALKER FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2026-8 with Sheila Wyne in an amount not to exceed \$200,000 for final engineering, fabrication and installation of the Site #1 artwork titled Tree Walker for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project ("Project"); and

WHEREAS, on August 5, 2024, the City Council adopted an Art Plan for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project that includes a comprehensive signage program and four pieces of prominent public art; and

WHEREAS, the artwork and signage for the Project has been budgeted at \$1,400,000 in the city's current approved Capital Improvement Plan and in the 2025/2026 budget; and

WHEREAS, in accordance with the City Council adopted Art Plan, a thorough solicitation process was followed that included a request for qualifications and an art review panel evaluating artist qualifications and proposals for each site; and

WHEREAS, art panel has recommended Sheila Wyne's Tree Walker piece for Site #1 of the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project located at the northeast corner of Zinfandel Drive and White Rock Road.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-8 in an amount not to exceed \$200,000 with Sheila Wyne and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ITEM 16.2.

ATTACHMENT 2

ATTEST:

Stacy Leitner, CMC
City Clerk

CONTRACT TO PURCHASE ARTWORK

This Agreement is made at Rancho Cordova, California, as of February 2, 2026 ("Effective Date"), by and between the City of Rancho Cordova, a municipal corporation ("City"), and

Sheila Wyne
2911 Willow Street
Anchorage, Alaska 99517
907-360-2382
shewyne@gmail.com

("Artist"). The City and Artist may be referred to collectively as "Parties" or in the singular as "Party," as the context requires.

RECITALS

- A. The City Council of Rancho Cordova approved an Art Plan on August 5, 2024 which allocated funding for artworks in the Zinfandel Bicycle and Pedestrian Overcrossing (ZBPO). Artworks to be commissioned or purchased by the City are selected through a review process in coordination with the City's Public Works Department. Once the City's Public Works Department has a recommendation for artwork related to an eligible project the City Council will consider the recommendation. The City Council has final say on the selection and placement of artwork within the City as well as the appropriation and use of funds from this program.
- B. Funds have been allocated for the selection, purchase and placement of artwork to be installed at the City of Rancho Cordova ZBPO. The artist is selected through a competitive process and the artwork concept is to be approved by the City Council.

NOW THEREFORE, the Parties mutually agree as follows:

- 1. **Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Artist shall:
 - A. In accordance with the schedule set forth in Exhibit I, purchase on Artist's account all labor, supplies, materials and equipment required to design and furnish to the City an artwork (the "Artwork" or "Work") at ZBPO and fabricate, deliver and install the Work at ZBPO to the satisfaction of City and in substantial conformance with Artist's Design Proposal ("Proposal").
 - B. The Artwork shall be placed and located per the specifications set forth in Exhibit II.
 - C. Artist shall not commence performance of any of the services identified in section 1.A until receiving a written "Notice to Proceed" from the City for each Phase and Milestone of this project.
 - D. City shall provide Artist at no expense to Artist, all reasonably necessary

information including, but not limited to, copies of existing designs, site plans, drawings, reports, list of required permits, and other existing relevant data, if any, needed by Artist in order to perform Artist's obligations within fifteen (15) days of Artist's written request itemizing the requested information.

- E. City shall provide Artist with any other reasonably necessary information concerning all applicable laws and regulations, including zoning or environmental regulations, within fifteen (15) days of Artist's written request itemizing the requested information. Notwithstanding the foregoing, Artist shall be responsible for complying with all laws, including, without limitation, zoning and environmental laws and regulations.

2. **Payment.**

- A. Artist shall be paid an amount not to exceed two hundred thousand dollars (\$200,000), for production of the Artwork, as set forth herein.
- B. Payments to Artist shall be made within 30 days after receipt of Artist's invoices following completion of the tasks set forth below. Artist shall be responsible for supplying all documentation necessary to verify the billings to the satisfaction of City. Artist agrees that City has no obligations regarding commissions or any agreements with galleries or agents with whom Artist may have contracted. City is not responsible for paying sales tax.
- C. Payments to Artist shall be made upon completion of the following tasks as described in Exhibit I:
 - (1) Twenty-five thousand dollars (\$25,000) upon submission of evidence of insurance acceptable to the City, execution of this Agreement, and dispatch of purchase order by the City.
 - (2) Sixty-five thousand dollars (\$65,000) upon completion of Phase 1: Final design proposal.
 - (3) Fifty-thousand dollars (\$50,000) upon completion of Phase 2.a milestone: 50 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff.
 - (4) Twenty thousand dollars (\$20,000) upon completion of Phase 2.b milestone. 100 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff before transportation to site.
 - (5) Fifteen thousand dollars (\$15,000) upon completion of Phase 3. Complete installation of Artwork at agreed upon location.
 - (6) Five thousand dollars (\$5,000) upon completion of Phase 4.

Acceptance of Work by City; City acceptance of Maintenance Report (Exhibit III); submission of 20 high resolution digital images of fabrication and installation of artwork and completed artwork to City; submission of proof of all Final and special Inspection documents.

- D. No payment shall be made if Artist is in default of this Agreement or if any milestone or Phase is not completed to the satisfaction of City. City shall have sole discretion to determine whether a milestone or Phase has been completed to its satisfaction.
3. **Time of Performance; Documentation of Work.** Time is of the essence in this Agreement. Artist shall dedicate such time and effort as is necessary to fulfill Artist's obligations to completely finish and install the Work to the satisfaction of City within the timelines set forth in the Schedule, except as the Work may be delayed by circumstances described in section 19, below. City shall make its staff and contractors reasonably available to Artist for consultation and assistance in order to achieve the purposes of this Agreement. Artist shall provide to the City twenty (20) high resolution (300 dpi minimum) professional quality digital images documenting the processes of Work fabrication and installation, and the completed Work. Artist shall also provide City with a complete schedule for maintenance of the Work in the form reflected in Exhibit III hereto.
4. **Artist Warranties.**
- A. **Restoration of Work Site.** Artist agrees and warrants that, within 30 days after the Work is accepted by the City, Artist shall restore the Work site (including the entire area affected by the fabrication and installation of the Work) to a state and condition that is substantially similar to that which existed when the Work was begun. Artist further agrees and warrants that, within the period specified herein, Artist shall repair or replace, as is determined necessary by City, and to the reasonable satisfaction of City, all property (real, personal or otherwise), which has been damaged, injured or otherwise adversely affected by the acts or omissions of Artist, Artist's agents, contractors, or employees. Artist shall be solely responsible for all expenses and costs which may be necessary to comply with the requirements of this paragraph, and City shall have no responsibility or liability. Artist shall not be responsible for repair or damage to the Work site not caused by Artist or Artist's Work.
- B. **Originality of Work.** Artist warrants that the Work is original and is solely the product of Artist's own creative efforts and does not infringe the rights, including copyrights, of any person or entity. Artist also warrants that, unless otherwise stipulated in writing, the Work is original, that it is an edition of one (1), and that Artist shall not sell, license, perform or reproduce a substantially similar copy of the Work without the prior written consent of City. However, nothing contained herein shall prevent the Artist from creating future works in their style and manner of working.
- C. **Work Free from Defects.** Artist shall warrant and maintain the Work free

from all faults or defects related to material or workmanship for a period of one year after the Work is accepted by City.

- D. **Copyright: Artist owns the copyright.** Artist expressly reserves every right available to Artist at common law or under the Federal Copyright Act to control the making and dissemination of copies or reproductions of the Work. Artist authorizes the City and its assigns to make photographs, drawings, and other two-dimensional reproductions of the Work without prior consent of Artist if used solely for non-commercial purposes, advertising, descriptive brochures, and similar purposes.
- E. **Compliance with all Laws.** Artist agrees to fabricate and install the Work in conformance with all applicable laws. Specifically, and without limitation, Artist is fully aware of the provisions of Labor Code section 1720 et seq. regarding payment of prevailing wages in connection with public works, and Artist shall comply with such laws, as applicable. Artist's execution of this Agreement is an acknowledgment that it has had the opportunity to obtain independent legal advice and counsel in this regard prior to executing this Agreement. Neither the City nor any of its employees, agents, or representatives have rendered opinions to Artist respecting the applicability of Labor Code section 1720 et seq. to the Work or installation thereof, and Artist has not relied on any such representation in entering into this Agreement. In the event any claim of any kind or nature based on Labor Code section 1720 et seq. (including section 1781) is brought or made against the City in connection with this Agreement, the Work, or its installation, Artist shall defend, indemnify, and hold harmless the City with respect to such claim in accordance with paragraph 12, below.
5. **Transfer of Title to Work.** Title to the Work shall remain with Artist until City has accepted the Work as completed and it is installed to the satisfaction of City. When City has so certified, title shall transfer to City. Artist shall bear all risk of loss of the Work until title has been transferred to City, and City agrees to inspect Work and accept Work within fifteen (15) business days of Artist's notification of completion, unless the provisions of 7(A)(1) or 7(A)(2) apply.
6. **Performance Made Impossible.** In the event it shall become impossible for Artist to complete the Work because of illness or injury, this Agreement may be terminated at the sole discretion of City, and, in such event, all completed work, materials, and supplies related to the Work shall be delivered to City and shall, along with the Proposal, become City's sole property. City shall thereafter have no obligation to make any additional or further payments to Artist, and Artist shall have no further or additional claims against City with respect to the Work or such portion thereof as may be completed, or the Proposal, or with respect to any matter whatsoever pertaining to, affected by or embodied in this Agreement. In the event of such termination, City may take such action as may appear to it appropriate under the circumstances, including, without limitation of the generality of the foregoing, commissioning another artist to complete the Work. In the event that City completes the Work or arranges to have it completed, Artist's name shall be publicly displayed at, on or near the Work, unless Artist and City mutually agree

otherwise.

7. **Acceptance of Work.**

- A. City agrees to accept the completed Work unless the Work was not completed in substantial conformance with the Proposal or the Specifications, all as determined by the City, and to the City's satisfaction.
- B. Upon notifying Artist with the City's written notice of refusal to accept the Work for the reasons stated in paragraph 7(A) City shall have the right to:
 - 1) request that Artist correct the deficiencies in the Work within a reasonable time, or
 - 2) terminate this Agreement and recover all sums previously paid to Artist. Both remedies shall be independent and cumulative and in addition to any other remedy available to the City at law or equity. Enforcement of one such remedy shall not be exclusive, nor shall it be deemed an election of such remedy to the exclusion of any other or further remedy. However, nothing contained herein shall limit City's available remedies at law and equity.
- C. No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Work.

8. **City Maintenance of Work.** City agrees to reasonably ensure that the Work is properly maintained and protected after City's acceptance of the Work. City agrees that it will not intentionally destroy damage, alter, modify or change the Work in any way. If an alteration should occur, either intentionally or unintentionally, the Work will no longer be represented as the work of the Artist without his or her written permission. This does not preclude the City's right to move or remove the Work from display or deaccession the Work. In the event it becomes necessary to change the placement of the Work, City shall confer with Artist concerning placement, though the ultimate placement of the Work is solely within the City's discretion.

9. **Repair of Work.** In the event repair of the Work is required, City may give Artist the opportunity to perform the repairs for a reasonable fee to be determined. In the event Artist refuses to make the repairs whether due to lack of agreement on the fee, or otherwise, City may arrange for repairs by another qualified person. When emergency repairs are necessary in order to prevent the loss of or further damage to the Work, such repairs shall be undertaken or arranged by City without advance notice to Artist, and such repairs shall not constitute an artistic alteration. City shall thereafter notify Artist as soon as is practicable.

10. **Work Authorship.** City shall ensure that Artist's name is publicly displayed on, at, or near the Work. In the event the Work is substantially damaged or altered, City shall no longer represent the Work to be the Work of Artist if Artist gives written notice to City that Artist denies authorship of the Work on the grounds stated in this paragraph.

11. **Artist Payment of Contractors and Employees.** In the event Artist hires or

contracts with employees, subcontractors, or material suppliers, Artist shall pay these employees, subcontractors, or material suppliers any amounts due out of the payments made to Artist by City for completion of the phase of work for which the employees, subcontractors, or material suppliers provided labor or materials and provide proof of payment to the City prior to completion of the next phase of work. In the case of nonpayment of wages or other amounts due the employees, subcontractors, or material suppliers herein, City may withhold from Artist out of payments due a sum sufficient to pay such persons the amounts owed by Artist absent evidence satisfactory to the City of a legal basis for such nonpayment. All subcontractors shall be properly licensed pursuant to the Contractors State License Law (Business and Professions Code sections 7000 et seq.). Before performing any work, each subcontractor shall provide to the City and Artist evidence that the subcontractor has workers' compensation insurance coverage.

12. **Indemnity.** Artist shall defend, hold harmless, and indemnify City, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate solely to any negligent act or omission, recklessness or willful misconduct of Artist, its subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from the sole negligence or willful misconduct of City, its subcontractors or agents, and their respective officers and employees as determined by a court of competent jurisdiction. Unless and until such determination is made, or as otherwise agreed, artist shall defend, indemnify, and hold harmless the City, its officers, and employees. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 12, nor shall the limits of such insurance limit the liability of Artist hereunder. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.
13. **Insurance.** During the entire term of this Agreement, Artist shall maintain the insurance coverage described in this Section 13. Full compensation for all premiums that Artist is required to pay for the insurance coverage described herein shall be included in the compensation paid to Artist under this Agreement. No additional compensation will be provided for Artist's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Artist that its liability to the City shall not in any

way be limited to or affected by the amount of insurance coverage required or carried by the Artist in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:
Each occurrence: One Million Dollars (\$1,000,000)
Products & Completed Operations: One Million Dollars (\$1,000,000)
Personal & Advertising Injury: One Million Dollars (\$1,000,000)
- e. If a product and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice each occurrence limit, or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to this contract.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned).
- c. The limits of liability per accident shall not be less than:
Combined Single Limit: One Million Dollars (\$1,000,000)
- d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.

3. Worker's Compensation

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Artist is a qualified self-insurer with the State of California), and Employers Liability coverage. The Artist shall execute a certificate in compliance with Labor Code Section 1861.
- b. Employer's Liability Coverage shall not be less than the statutory

requirements.

- c. If an injury occurs to any employee of the Artist for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Artist under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Artist.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Artist.
4. Other Insurance Provisions: The general liability coverage shall contain the following provisions and endorsements:
- a. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Artist, products and completed operations of the Artist, premises owned, occupied, or used by the Artist, or automobiles owned, leased, hired, or borrowed by the Artist on a separate endorsement acceptable to the Risk Manager.
 - b. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Artist.
 - c. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - d. Provision or endorsement stating that for any claims related to this contract, the Artist's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Artist's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 - e. Any failure to comply with reporting or other provisions of the policies on the part of the Artist, including breaches of warranties, shall not affect Artist's requirement to provide coverage to the City, its officers, officials, employees, agents or volunteers.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.

7. The Artist shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At any time at the written request of the City, Artist agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
8. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
9. The Artist shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non- renewal, or material changes of coverage proposed or otherwise.
10. If the Artist fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Artist under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve the Artist from any of its responsibilities under the contract.
12. The making of progress payments to the Artist shall not be construed as relieving the Artist or its Sub-Artists or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Artist are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Artist under the Contract.
14. **Property of the City.** It is mutually agreed that the Work, and all materials and components prepared by Artist related thereto under this Agreement, shall become the property of City, and Artist shall have no property right there in whatsoever. Immediately upon termination and/or completion of this Agreement, City shall be entitled to, and Artist shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Artist in performing this Agreement which is not Artist's privileged information, as defined by law, or Artist's personnel

information, along with all other property belonging exclusively to City which is in Artist's possession. Publication of any information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City. Additionally, it is agreed that the Parties intend this to be an agreement for services and each considers the products and results of the services to be rendered by Artist hereunder to be work made for hire. Except as set forth herein, Artist acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

15. **Waiver of VARA and CAPA Rights.** To the fullest extent permitted by law, and as concerns rights acquired by the City, Artist waives any and all rights Artist may have with respect to the Work under the federal Visual Artists Rights Act of 1990 (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.
16. **Location of Work.** The final location of the Work shall be determined by the City's architect or engineer following consultation with Artist.
17. **Artist Change of Address.** Artist shall notify City of Rancho Cordova in writing of any change of address. Failure to do so shall constitute a waiver of Artist's rights under this Agreement during the time of the omission. Any waiver of a right pursuant to this Agreement for failure to maintain Artist's current address may be cured prospectively only by notifying City of Rancho Cordova of Artist's current address. All rights of Artist pursuant to this Agreement shall be personal to Artist and shall terminate upon either the legal disability or incompetence of Artist or upon the death of Artist, except as provided Artist under copyright laws.
18. **Excuse from Performance.**
 - A. In the event Artist's performance of any of his obligations or undertakings under this Agreement is delayed, interrupted, or prevented by an act of God, unforeseen conditions, unusually severe weather, or occurrences that are beyond the reasonable control of either party to this Agreement, Artist shall be excused from any further performance for whatever period of time after the occurrence necessary to remedy the effects of that occurrence. Artist shall notify City in writing within ten (10) days after any occurrence described in this section that may delay Artist performance. City shall amend the Schedule when, in its determination, Artist's performance has been excused, and the delay or interruption has resulted in a material change in the time for performance.
 - B. In the event that the installation site has not been adequately prepared for receipt of the Work as scheduled, or delivery or installation is delayed due to a material failure on the part of the City or its subcontractors, then the

City shall promptly act to address the problem(s) identified by Artist. In such events, timelines for performance by Artist shall be extended as needed, provided, that none of the delays are caused in whole or in part by Artist. Site preparation by City shall not include site measurements, which shall be the sole responsibility of Artist.

19. **Public Lecture.** If requested by the City, Artist will give one public art lecture (depending on timing either in person or electronically by webcast) regarding the Work after the installation of the Work is completed. Arrangements are to be approved in advance by the City of Rancho Cordova.
20. **Model.** As part of this Agreement, Artist will provide the City of Rancho Cordova one (1) Model and/or drawing of the proposed artwork.
21. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.
22. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Artist, and by City, in accordance with applicable provisions of the Rancho Cordova City Code.
23. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
24. **No Waiver.** Neither City acceptance of, or payment for, any work performed by Artist, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
25. **Choice of Law; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties' consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
26. **Assignment Prohibited.** The expertise and experience of Artist are material considerations for this Agreement. Artist shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
27. **Binding Effect.** This Agreement shall be binding on the heirs, executors,

administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.

28. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is signed by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. City shall have the right at any time to temporarily suspend Artist's performance hereunder, in whole or in part, by giving a written notice of suspension to Artist. If City gives such notice of suspension, Artist shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. City shall have the right to terminate this Agreement at any time by giving 30 days written notice of termination to Artist. If City gives such notice of termination, Artist shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement:
 - 1. Artist shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement.
 - 2. City shall pay Artist the reasonable value of services rendered by Artist prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Artist had the Agreement not been terminated. In this regard, Artist shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Artist. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

ARTIST

Micah Runner, City Manager

Sheila Wyne

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

Attachments

Exhibit I – Schedule for Completion of Work

Exhibit II - Specifications for Work

Exhibit III - Maintenance Report

EXHIBIT I: SCHEDULE FOR COMPLETION OF WORK

The following schedule shall be adhered to in the design, fabrication and installation of the Work.

Artist understands that it is the City's desire to have the Work installed at the ZBPO. Artist will make every effort reasonably feasible to meet this deadline specified in the schedule below. Artist and City understand that time is of the essence and both parties agree to be as responsive and diligent as reasonably feasible towards reaching this installation date. City agrees to process invoices for early completion of milestones to the extent reasonably feasible, in-order-to meet the desired deadline.

Start Date: Upon receipt of a Notice to Proceed from the City.

Phase 1: to be completed within 2 months after the completion of the contracting process and City's issuing Notice to Proceed and approval of Phase 1: Final Conceptual Design Proposal.

Description: Delivery of the following:

- engineering drawings
- estimates from suppliers and fabricators documenting project expenses
- receipt of required permits
- the Final Design Proposal ("Final Design") for the Artwork in conformance with the Final Concept. The Final Design shall include:
 - a. Details and location of the Work including an indication of form, scale and proposed materials.
 - b. A detailed written description of the fabrication and installation methods ("Installation Specification").
 - c. A detailed fabrication and installation schedule ("Installation Schedule"), describing Artist's specific timelines for completing the Work.
 - d. A project budget
 - e. Artist, at City's option, shall be available to present the Final Proposal, at one or more project meetings, to City staff, The Committee for the Arts, the Project Architect, or other individuals and organizations, as needed. Artist agrees to collaborate closely with City through in-person meetings and other necessary means of communication to thoroughly integrate the Final Design into ZBPO site.
 - f. The City may approve, with minor changes, or disapprove the Final Design. In the event that the City disapproves the Final Design, or approves it with minor changes, the Artist, upon written notification by the City, shall respond to the changes in writing and submit up to two design modifications to the Final Design. Artist recognizes and agrees that the City will review the Final Design as revised and may make additional requests for changes regarding

the revised Final Design.

Phase 2: to be completed within 11 months after City approval of Phase 1.

Description: Fabrication of Artwork

Milestone 2a: 50 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff.

Milestone 2b: 100 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff before transportation to site.

- a. Artist shall fabricate the Artwork in accordance with all Final Design drawings and Construction Drawings approved by the City. To the extent that any specification for the Artwork is not identified in the Final Design or in the Construction Drawings, Artist shall seek the City's prior approval of these specifications before commencing with fabrication of the Artwork.
- b. Artist shall notify the City when the Artwork is at 50 percent and 100 percent completion. City must review and approve Artwork at each phase before Artist proceeds with the succeeding phase.

Phase 3: to be completed within 1 month after City approval of completion of Phase 2b.

Description: Complete installation. Artist will install artwork at the location as described in the Final Design and in accordance with the installation methods approved by the City.

Phase 4: to be completed within 1 month after Phase 3 is completed.

Description: Upon completion and installation of the Work, and acceptance of the Work by City, Artist shall satisfactory complete the Maintenance Report attached hereto as Exhibit III and submit 20 high resolution digital images of the fabrication and installation of the Artwork, and the completed Artwork to City. Artist will submit proof of all Final and Special Inspection documents. If requested by the City, Artist will deliver one Public Lecture within one year of project completion on a date to be mutually determined by the Artist and City of Rancho Cordova staff. Unless lecture is delivered immediately after installation of Artwork while Artist is in Rancho Cordova, lecture will be delivered electronically by webcast over the internet on a mutually determined electronic platform, date and time.

In no event shall Artist begin work on any Milestone or Phase without first receiving a written Notice to Proceed from City.

EXHIBIT II: SPECIFICATIONS OF WORK ARTWORK**CONCEPT WRITTEN DESCRIPTION**

The nearly mile-long Zinfandel Bicycle and Pedestrian Overcrossing allows pedestrians and bicyclists to traverse to home, work and school. In a sense they are wayfarers. People who journey from place to place. In the past, my studio has explored this concept sculpturally by using decommissioned street signage as a 'wayfinding skin' on figures that highlight the process of how people orientate themselves and navigate through a landscape. Or Big Game, blending of Comedia del Arte with Northern animals and their changing climate. Wayfarer is an old term first used around 1430AD. A word that is used in many stories and myths. One inspiration is Italo Calvino's *The Baron in the Trees*. Which got me thinking - what if a person could move from tree to tree for a lifetime as in his story?

I paired that question with research into simple line drawings of trees, many from children, who, in their exuberance, would create energetic, often whimsical swooping lines to form the tree's branches. A young hand that imagines possibilities.

Each generation adapts. What is hard for me (like climate change) I find the younger generations have often adapted with energy and focus to solve the problems. Generational perspectives are a gift. Rather than doomed, perhaps we're in the 'cat bird seat'. That's an enviable position, often in terms of having a greater advantage in any type of circumstance. With these thoughts in mind, I envisioned a grouping of 3 trees that create an abstracted sense of an open canopy. The tree walker strides through the upper canopy. An ode to travel by land or by tree. What is a Tree Walker and what is that person doing up there? Those are questions that will be pondered by every viewer and answered for themselves.

The material selected for the trees is Corten steel - a steel alloy that form a stable external layer of rust that eliminates the need for painting. The orangey patinas remind me of eucalyptus trunks.

The striding, gestural figure is also constructed of Corten steel. The 'skin' surface relates to the open weave found in the tree canopy with gaps for allowing the light to pass through the figure. The skin will be fabricated with a reflective material used for traffic signs.

In the submitted gesture, the scale is 25' tall x 20' wide x 18' deep. The lowest branch is 11' from the ground.

CONCEPT DESIGN

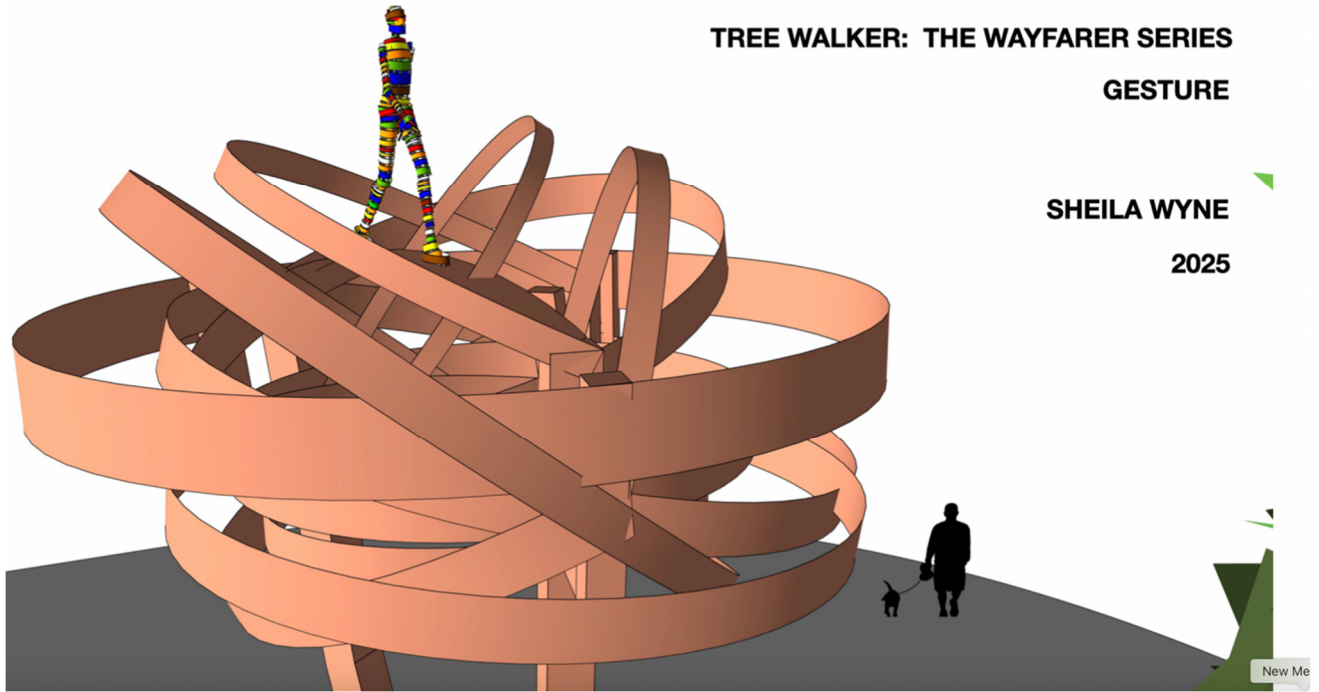


TREE WALKER: THE WAYFARER SERIES

GESTURE

SHEILA WYNE

2025

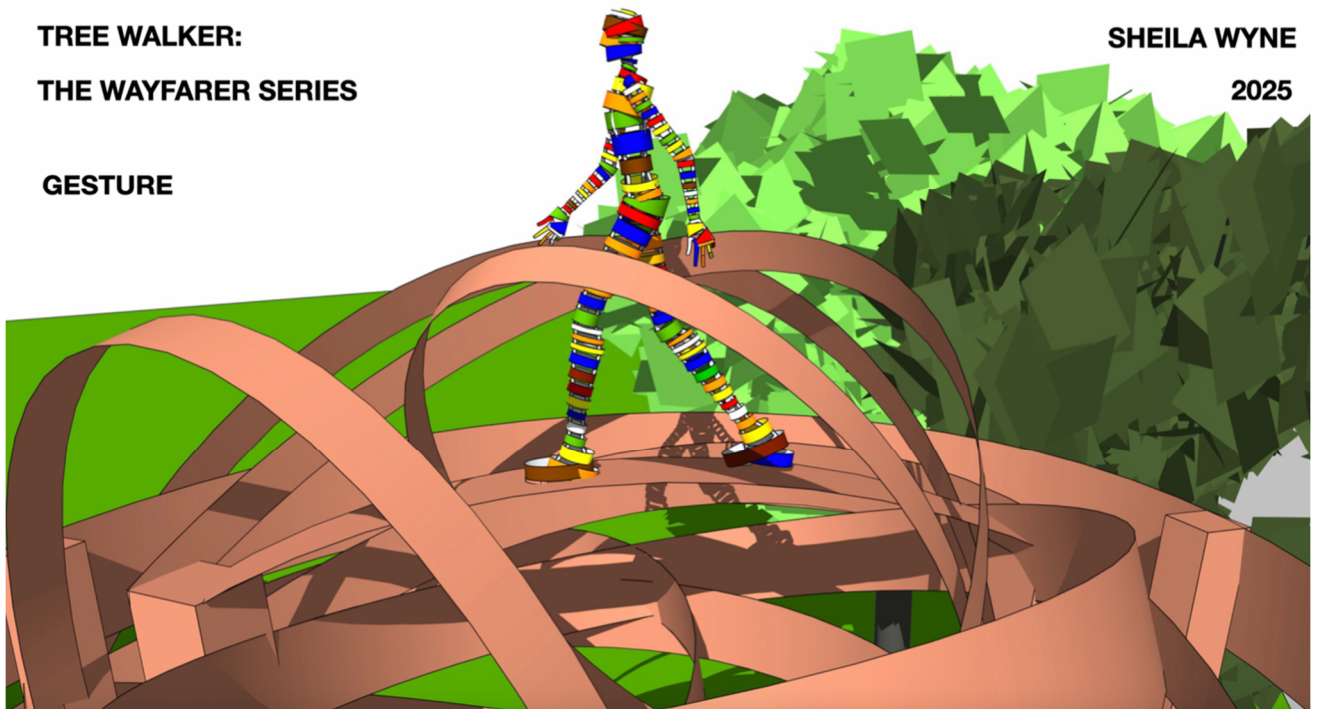


TREE WALKER:
THE WAYFARER SERIES

SHEILA WYNE

2025

GESTURE



Approval/contracting:	February – May 2026
Final design/permitting:	July 2026
Fabrication:	August 2026 – April 2027
Pack Ship:	April 2027
Installation:	May 2027

ESTIMATED BUDGET

The Wayfarer Series: Tree Walker
Rancho Cordova, CA
ZPBO

Sheila Wyne Studios

Estimated Budget

Design fee	15%	\$	30,000
Engineering	8%	\$	16,000
Foundation / Lighting	16%	\$	32,000
Materials	10%	\$	20,000
Fabrication	20%	\$	40,000
Shipping	5%	\$	10,000
Installation	12%	\$	24,000
Prorated Studio Costs and Rentals	1.5%	\$	3,000
Travel	1.5%	\$	3,000
Photographic Documentation / Identification Plaque	1%	\$	2,000
Project Management	5%	\$	10,000
Contingency	5%	\$	10,000
TOTAL	100%	\$	200,000

EXHIBIT III: MAINTENANCE REPORT

Artist: _____

Address: _____

Home Phone: _____ Work Phone: _____

Studio Phone: _____

1. Title of the Artwork: _____

2. Medium or material: _____

3. Edition information, if applicable: _____

4. Date and place executed: _____

5. Collaborating artist(s), if applicable. _____

6. Maker(s) other than Artist (fabricators, technicians), if applicable. Include names, addresses, phone numbers and element worked on.

7. Location of signature and copyright mark, if it occurs.

8. Exhibitions pertaining only to the above-named work, if any.

9. Published reviews or articles concerning the above-named work.

10. Dimensions (please measure in both inches and centimeters; record height first, then width, then depth if needed or diameter; if a work is irregular or circular in shape, state as such in parenthesis; if work involves multiple pieces, measure the significant parts as well as the whole; measure the work separately from the frame or pedestal; include the dimensions of the frame or pedestal.)

11. Materials used in the execution of the Artwork (be technical and specific).

12. Technique or construction methods used in the execution of the Artwork (attach fabrication drawings, if necessary).

13. Material finish on the Artwork (glaze, paint color and type, sanding, grit, tool pattern, patina, surface sealer, etc).

14. Foundation/installation structure (include armature bolt/pin size, grout, etc.).

15. Handling instructions.

16. Artist's statement about the Artwork (concept, message, relationship to site, etc.).

17. Describe recommended general routine maintenance and care for the Artwork (cleaning agent(s), procedure(s) timetable, etc.).

18. Special handling and/or storage instructions.

19. Special cautions or concerns regarding the Artwork.

20. Packing, shipping or storage instructions (should the need arise).

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-9 IN AN AMOUNT NOT TO EXCEED \$250,000 WITH ADRIEN SEGAL FOR SITE #2 ARTWORK PIECE LICHEN CROSSING FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2026-9 with Adrien Segal in an amount not to exceed \$250,000 for final engineering, fabrication and installation of the Site #2 artwork titled Lichen Crossing for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project ("Project"); and

WHEREAS, on August 5, 2024 the City Council adopted an Art Plan for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project that includes a comprehensive signage program and four pieces of prominent public art; and

WHEREAS, the artwork and signage for the Project has been budgeted at \$1,400,000 in the city's current approved Capital Improvement Plan and in the 2025/2026 budget; and

WHEREAS, in accordance with the City Council adopted Art Plan, a thorough solicitation process was followed that included a request for qualifications and an art review panel evaluating artist qualifications and proposals for each site; and

WHEREAS, art panel has recommended Adrien Segal's Lichen Crossing piece for Site #2 of the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project located on a wall along the bike trail south of the Gold Center Drive undercrossing.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-9 in an amount not to exceed \$250,000 with Adrien Segal and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ITEM 16.2.

ATTACHMENT 4

ATTEST:

Stacy Leitner, CMC
City Clerk

CONTRACT TO PURCHASE ARTWORK

This Agreement is made at Rancho Cordova, California, as of February 2, 2026 ("Effective Date"), by and between the City of Rancho Cordova, a municipal corporation ("City"), and

Adrien Segal
1800 Ferry Point
Alameda, CA 94501
303-908-4690
Adriensegal@gmail.com

("Artist"). The City and Artist may be referred to collectively as "Parties" or in the singular as "Party," as the context requires.

RECITALS

- A. The City Council of Rancho Cordova approved an Art Plan on August 5, 2024 which allocated funding for artworks in the Zinfandel Bicycle and Pedestrian Overcrossing (ZBPO). Artworks to be commissioned or purchased by the City are selected through a review process in coordination with the City's Public Works Department. Once the City's Public Works Department has a recommendation for artwork related to an eligible project the City Council will consider the recommendation. The City Council has final say on the selection and placement of artwork within the City as well as the appropriation and use of funds from this program.
- B. Funds have been allocated for the selection, purchase and placement of artwork to be installed at the City of Rancho Cordova ZBPO. The artist is selected through a competitive process and the artwork concept is to be approved by the City Council.
- C. The Proposed Art Work is located in the California Department of Transportation (Caltrans) Right of Way and it is the intent of the City at a later date to transfer the Art Work title to Caltrans. A condition of that transfer will require the Artist to sign the Caltrans Copyright License and Waiver or Moral Rights prior to the issuance of any required encroachment permit.

NOW THEREFORE, the Parties mutually agree as follows:

- 1. **Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Artist shall:
 - A. In accordance with the schedule set forth in Exhibit I, purchase on Artist's account all labor, supplies, materials and equipment required to design and furnish to the City an artwork (the "Artwork" or "Work") at ZBPO and fabricate, deliver and install the Work at ZBPO to the satisfaction of City and in substantial conformance with Artist's Design Proposal ("Proposal").
 - B. The Artwork shall be placed and located per the specifications set forth in Exhibit II.

- C. Artist shall not commence performance of any of the services identified in section 1.A until receiving a written "Notice to Proceed" from the City for each Phase and Milestone of this project.
- D. City shall provide Artist at no expense to Artist, all reasonably necessary information including, but not limited to, copies of existing designs, site plans, drawings, reports, list of required permits, and other existing relevant data, if any, needed by Artist in order to perform Artist's obligations within fifteen (15) days of Artist's written request itemizing the requested information.
- E. City shall provide Artist with any other reasonably necessary information concerning all applicable laws and regulations, including zoning or environmental regulations, within fifteen (15) days of Artist's written request itemizing the requested information. Notwithstanding the foregoing, Artist shall be responsible for complying with all laws, including, without limitation, zoning and environmental laws and regulations.

2. Payment.

- A. Artist shall be paid an amount not to exceed two-hundred and fifty thousand dollars (\$250,000), for production of the Artwork, as set forth herein.
- B. Payments to Artist shall be made within 30 days after receipt of Artist's invoices following completion of the tasks set forth below. Artist shall be responsible for supplying all documentation necessary to verify the billings to the satisfaction of City. Artist agrees that City has no obligations regarding commissions or any agreements with galleries or agents with whom Artist may have contracted. City is not responsible for paying sales tax.
- C. Payments to Artist shall be made upon completion of the following tasks as described in Exhibit I:
 - (1) Twenty thousand dollars (\$20,000) upon submission of evidence of insurance acceptable to the City, execution of this Agreement, and dispatch of purchase order by the City.
 - (2) Seventy-Five thousand dollars (\$75,000) upon completion of Phase 1: Final design proposal.
 - (3) Sixty-thousand dollars (\$60,000) upon completion of Phase 2.a milestone: 50 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff.
 - (4) Forty-five thousand dollars (\$45,000) upon completion of Phase 2.b milestone. 100 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff before transportation to site.
 - (5) Twenty thousand dollars (\$20,000) upon completion of Phase 3.

Complete installation of Artwork at agreed upon location.

- (6) Five-thousand dollars (\$5,000) upon completion of Phase 4. Acceptance of Work by City; City acceptance of Maintenance Report (Exhibit III); submission of 20 high resolution digital images of fabrication and installation of artwork and completed artwork to City; submission of proof of all Final and special Inspection documents.
 - D. No payment shall be made if Artist is in default of this Agreement or if any milestone or Phase is not completed to the satisfaction of City. City shall have sole discretion to determine whether a milestone or Phase has been completed to its satisfaction.
3. **Time of Performance; Documentation of Work.** Time is of the essence in this Agreement. Artist shall dedicate such time and effort as is necessary to fulfill Artist's obligations to completely finish and install the Work to the satisfaction of City within the timelines set forth in the Schedule, except as the Work may be delayed by circumstances described in section 19, below. City shall make its staff and contractors reasonably available to Artist for consultation and assistance in order to achieve the purposes of this Agreement. Artist shall provide to the City twenty (20) high resolution (300 dpi minimum) professional quality digital images documenting the processes of Work fabrication and installation, and the completed Work. Artist shall also provide City with a complete schedule for maintenance of the Work in the form reflected in Exhibit III hereto.
4. **Artist Warranties.**
- A. **Restoration of Work Site.** Artist agrees and warrants that, within 30 days after the Work is accepted by the City, Artist shall restore the Work site (including the entire area affected by the fabrication and installation of the Work) to a state and condition that is substantially similar to that which existed when the Work was begun. Artist further agrees and warrants that, within the period specified herein, Artist shall repair or replace, as is determined necessary by City, and to the reasonable satisfaction of City, all property (real, personal or otherwise), which has been damaged, injured or otherwise adversely affected by the acts or omissions of Artist, Artist's agents, contractors, or employees. Artist shall be solely responsible for all expenses and costs which may be necessary to comply with the requirements of this paragraph, and City shall have no responsibility or liability. Artist shall not be responsible for repair or damage to the Work site not caused by Artist or Artist's Work.
 - B. **Originality of Work.** Artist warrants that the Work is original and is solely the product of Artist's own creative efforts and does not infringe the rights, including copyrights, of any person or entity. Artist also warrants that, unless otherwise stipulated in writing, the Work is original, that it is an edition of one (1), and that Artist has not sold, licensed, or reproduce a substantially similar copy of the Work. However, nothing contained herein shall prevent the Artist from creating future works in their style and manner

of working.

- C. **Work Free from Defects.** Artist shall warrant and maintain the Work free from all faults or defects related to material or workmanship for a period of one year after the Work is accepted by City.
 - D. **Copyright: Artist owns the copyright.** Artist expressly reserves every right available to Artist at common law or under the Federal Copyright Act to control the making and dissemination of copies or reproductions of the Work. Artist authorizes the City and its assigns to make photographs, drawings, and other two-dimensional reproductions of the Work without prior consent of Artist if used solely for non-commercial purposes, advertising, descriptive brochures, and similar purposes.
 - E. **Compliance with all Laws.** Artist agrees to fabricate and install the Work in conformance with all applicable laws. Specifically, and without limitation, Artist is fully aware of the provisions of Labor Code section 1720 et seq. regarding payment of prevailing wages in connection with public works, and Artist shall comply with such laws, as applicable. Artist's execution of this Agreement is an acknowledgment that it has had the opportunity to obtain independent legal advice and counsel in this regard prior to executing this Agreement. Neither the City nor any of its employees, agents, or representatives have rendered opinions to Artist respecting the applicability of Labor Code section 1720 et seq. to the Work or installation thereof, and Artist has not relied on any such representation in entering into this Agreement. In the event any claim of any kind or nature based on Labor Code section 1720 et seq. (including section 1781) is brought or made against the City in connection with this Agreement, the Work, or its installation, Artist shall defend, indemnify, and hold harmless the City with respect to such claim in accordance with paragraph 12, below.
5. **Transfer of Title to Work.** Title to the Work shall remain with Artist until City has accepted the Work as completed and it is installed to the satisfaction of City. When City has so certified, title shall transfer to City. Artist shall bear all risk of loss of the Work until title has been transferred to City, and City agrees to inspect Work and accept Work within fifteen (15) business days of Artist's notification of completion, unless the provisions of 7(A)(1) or 7(A)(2) apply.
6. **Performance Made Impossible.** In the event it shall become impossible for Artist to complete the Work because of illness or injury, this Agreement may be terminated at the sole discretion of City, and, in such event, all completed work, materials, and supplies related to the Work shall be delivered to City and shall, along with the Proposal, become City's sole property. City shall thereafter have no obligation to make any additional or further payments to Artist, and Artist shall have no further or additional claims against City with respect to the Work or such portion thereof as may be completed, or the Proposal, or with respect to any matter whatsoever pertaining to, affected by or embodied in this Agreement. In the event of such termination, City may take such action as may appear to it appropriate

under the circumstances, including, without limitation of the generality of the foregoing, commissioning another artist to complete the Work. In the event that City completes the Work or arranges to have it completed, Artist's name shall be publicly displayed at, on or near the Work, unless Artist and City mutually agree otherwise.

7. **Acceptance of Work.**

- A. City agrees to accept the completed Work unless the Work was not completed in substantial conformance with the Proposal or the Specifications, all as determined by the City, and to the City's satisfaction.
- B. Upon notifying Artist with the City's written notice of refusal to accept the Work for the reasons stated in paragraph 7(A) City shall have the right to:
 - 1) request that Artist correct the deficiencies in the Work within a reasonable time, or 2) terminate this Agreement and recover all sums previously paid to Artist. Both remedies shall be independent and cumulative and in addition to any other remedy available to the City at law or equity. Enforcement of one such remedy shall not be exclusive, nor shall it be deemed an election of such remedy to the exclusion of any other or further remedy. However, nothing contained herein shall limit City's available remedies at law and equity.
- C. No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Work.

8. **City Maintenance of Work.** City agrees to reasonably ensure that the Work is properly maintained and protected after City's acceptance of the Work. City agrees that it will not intentionally destroy damage, alter, modify or change the Work in any way. If an alteration should occur, either intentionally or unintentionally, the Work will no longer be represented as the work of the Artist without his or her written permission. City will maintain the artwork in accordance with the Maintenance requirements. This does not preclude the City's right to move or remove the Work from display or deaccession the Work. In the event it becomes necessary to change the placement of the Work, City shall confer with Artist, concerning placement, though the ultimate placement of the Work is solely within the City's discretion.

9. **Repair of Work.** In the event repair of the Work is required, City may give Artist the opportunity to perform the repairs for a reasonable fee to be determined. In the event Artist refuses to make the repairs whether due to lack of agreement on the fee, or otherwise, City may arrange for repairs by another qualified person. When emergency repairs are necessary in order to prevent the loss of or further damage to the Work, such repairs shall be undertaken or arranged by City without advance notice to Artist, and such repairs shall not constitute an artistic alteration. City shall thereafter notify Artist as soon as is practicable.

10. **Work Authorship.** City shall ensure that Artist's name is publicly displayed on, at, or near the Work. In the event the Work is substantially damaged or altered, City

shall no longer represent the Work to be the Work of Artist if Artist gives written notice to City that Artist denies authorship of the Work on the grounds stated in this paragraph.

11. **Artist Payment of Contractors and Employees.** In the event Artist hires or contracts with employees, subcontractors, or material suppliers, Artist shall pay these employees, subcontractors, or material suppliers any amounts due out of the payments made to Artist by City for completion of the phase of work for which the employees, subcontractors, or material suppliers provided labor or materials and provide proof of payment to the City prior to completion of the next phase of work. In the case of nonpayment of wages or other amounts due the employees, subcontractors, or material suppliers herein, City may withhold from Artist out of payments due a sum sufficient to pay such persons the amounts owed by Artist absent evidence satisfactory to the City of a legal basis for such nonpayment. All subcontractors shall be properly licensed pursuant to the Contractors State License Law (Business and Professions Code sections 7000 et seq.). Before performing any work, each subcontractor shall provide to the City and Artist evidence that the subcontractor has workers' compensation insurance coverage.
12. **Indemnity.** Artist shall defend, hold harmless, and indemnify City, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate solely to any negligent act or omission, recklessness or willful misconduct of Artist, its subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from the sole negligence or willful misconduct of City, its subcontractors or agents, and their respective officers and employees as determined by a court of competent jurisdiction. Unless and until such determination is made, or as otherwise agreed, artist shall defend, indemnify, and hold harmless the City, its officers, and employees. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 12, nor shall the limits of such insurance limit the liability of Artist hereunder. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.
13. **Insurance.** During the entire term of this Agreement, Artist shall maintain the insurance coverage described in this Section 13. Full compensation for all premiums that Artist is required to pay for the insurance coverage described herein shall be included in the compensation paid to Artist under this Agreement. No

additional compensation will be provided for Artist's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Artist that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Artist in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:
Each occurrence: One Million Dollars (\$1,000,000)
Products & Completed Operations: One Million Dollars (\$1,000,000)
Personal & Advertising Injury: One Million Dollars (\$1,000,000)
- e. If a product and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice each occurrence limit, or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to this contract.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned).
- c. The limits of liability per accident shall not be less than:
Combined Single Limit: One Million Dollars (\$1,000,000)
- d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.

3. Worker's Compensation

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Artist is a qualified self-insurer with the State of California), and Employers Liability coverage. The Artist shall execute a certificate in compliance with Labor Code Section 1861.
 - b. Employer's Liability Coverage shall not be less than the statutory requirements.
 - c. If an injury occurs to any employee of the Artist for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Artist under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Artist.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Artist.
4. Other Insurance Provisions: The general liability coverage shall contain the following provisions and endorsements:
- a. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Artist, products and completed operations of the Artist, premises owned, occupied, or used by the Artist, or automobiles owned, leased, hired, or borrowed by the Artist on a separate endorsement acceptable to the Risk Manager.
 - b. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Artist.
 - c. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - d. Provision or endorsement stating that for any claims related to this contract, the Artist's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Artist's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 - e. Any failure to comply with reporting or other provisions of the policies on the part of the Artist, including breaches of warranties, shall not affect Artist's requirement to provide coverage to the City, its officers, officials, employees, agents or volunteers.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests'

rating of no less than A:VII.

6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
7. The Artist shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At any time at the written request of the City, Artist agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
8. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
9. The Artist shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non- renewal, or material changes of coverage proposed or otherwise.
10. If the Artist fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Artist under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve the Artist from any of its responsibilities under the contract.
12. The making of progress payments to the Artist shall not be construed as relieving the Artist or its Sub-Artists or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Artist are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Artist under the Contract.
14. **Property of the City.** It is mutually agreed that the Work, and all materials and components prepared by Artist related to creating the Work thereto under this Agreement, shall become the property of City, and Artist shall have no property

right there in whatsoever. Immediately upon termination and/or completion of this Agreement, City shall be entitled to, and Artist shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Artist in performing this Agreement which is not Artist's privileged information, as defined by law, or Artist's personnel information, along with all other property belonging exclusively to City which is in Artist's possession. Publication of any information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City. Additionally, it is agreed that the Parties intend this to be an agreement for services and each considers the products and results of the services to be rendered by Artist hereunder to be work made for hire. Except as set forth herein, Artist acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

15. **Waiver of VARA and CAPA Rights.** To the fullest extent permitted by law, and as concerns rights acquired by the City or any party to whom the City transfers title to the Work, Artist waives any and all rights Artist may have with respect to the Work under the federal Visual Artists Rights Act of 1990 (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. 
16. **Location of Work.** The final location of the Work shall be determined by the City's architect or engineer following consultation with Artist.
17. **Artist Change of Address.** Artist shall notify City of Rancho Cordova in writing of any change of address. Failure to do so shall constitute a waiver of Artist's rights under this Agreement during the time of the omission. Any waiver of a right pursuant to this Agreement for failure to maintain Artist's current address may be cured prospectively only by notifying City of Rancho Cordova of Artist's current address. All rights of Artist pursuant to this Agreement shall be personal to Artist and shall terminate upon either the legal disability or incompetence of Artist or upon the death of Artist, except as provided Artist under copyright laws.
18. **Excuse from Performance.**
 - A. In the event Artist's performance of any of his obligations or undertakings under this Agreement is delayed, interrupted, or prevented by an act of God, unforeseen conditions, unusually severe weather, or occurrences that are beyond the reasonable control of either party to this Agreement, Artist shall be excused from any further performance for whatever period of time after the occurrence necessary to remedy the effects of that occurrence. Artist shall notify City in writing within ten (10) days after any occurrence described in this section that may delay Artist performance. City shall amend the Schedule when, in its determination, Artist's performance has

been excused, and the delay or interruption has resulted in a material change in the time for performance.

- B. In the event that the installation site has not been adequately prepared for receipt of the Work as scheduled, or delivery or installation is delayed due to a material failure on the part of the City or its subcontractors, then the City shall promptly act to address the problem(s) identified by Artist. In such events, timelines for performance by Artist shall be extended as needed, provided, that none of the delays are caused in whole or in part by Artist. Site preparation by City shall not include site measurements, which shall be the sole responsibility of Artist.
19. **Public Lecture.** If requested by the City, Artist will give one public art lecture (depending on timing either in person or electronically by webcast) regarding the Work after the installation of the Work is completed. Arrangements are to be approved in advance by the City of Rancho Cordova.
20. **Model.** As part of this Agreement, Artist will provide the City of Rancho Cordova one (1) Model and/or drawing of the proposed artwork.
21. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.
22. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Artist, and by City, in accordance with applicable provisions of the Rancho Cordova City Code.
23. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
24. **No Waiver.** Neither City acceptance of, or payment for, any work performed by Artist, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
25. **Choice of Law; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties' consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
26. **Assignment Prohibited.** The expertise and experience of Artist are material

considerations for this Agreement. Artist shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

27. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
28. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the City and Artist and their successors and assigns. No other person, agency or entity shall have any right of action based upon any provision of this Agreement.
29. **Term; Suspension; Termination.**
 - A. This Agreement shall become effective on the date that it is signed by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
 - B. City shall have the right at any time to temporarily suspend Artist's performance hereunder, in whole or in part, by giving a written notice of suspension to Artist. If City gives such notice of suspension, Artist shall immediately suspend its activities under this Agreement, as specified in such notice.
 - C. City shall have the right to terminate this Agreement at any time by giving 30 days written notice of termination to Artist. If City gives such notice of termination, Artist shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement:
 1. Artist shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement.
 2. City shall pay Artist the reasonable value of services rendered by Artist prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Artist had the Agreement not been terminated. In this regard, Artist shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Artist. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

ARTIST

Micah Runner, City Manager

Adrien Segal, Artist

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

Attachments

Exhibit I – Schedule for Completion of Work

Exhibit II - Specifications for Work

Exhibit III - Maintenance Report

EXHIBIT I: SCHEDULE FOR COMPLETION OF WORK

The following schedule shall be adhered to in the design, fabrication and installation of the Work.

Artist understands that it is the City's desire to have the Work installed at the ZBPO. Artist will make every effort reasonably feasible to meet this deadline specified in the schedule below. Artist and City understand that time is of the essence and both parties agree to be as responsive and diligent as reasonably feasible towards reaching this installation date. City agrees to process invoices for early completion of milestones to the extent reasonably feasible, in-order-to meet the desired deadline.

Start Date: Upon receipt of a Notice to Proceed from the City.

Phase 1: to be completed within 2 months after the completion of the contracting process and City's issuing Notice to Proceed and approval of Phase 1: Final Conceptual Design Proposal.

Description: Delivery of the following:

- engineering drawings
- estimates from suppliers and fabricators documenting project expenses
- receipt of required permits
- the Final Design Proposal ("Final Design") for the Artwork in conformance with the Final Concept. The Final Design shall include:
 - a. Details and location of the Work including an indication of form, scale and proposed materials.
 - b. A detailed written description of the fabrication and installation methods ("Installation Specification").
 - c. A detailed fabrication and installation schedule ("Installation Schedule"), describing Artist's specific timelines for completing the Work.
 - d. A project budget
 - e. Artist, at City's option, shall be available to present the Final Proposal, at one or more project meetings, to City staff, The Committee for the Arts, the Project Architect, or other individuals and organizations, as needed. Artist agrees to collaborate closely with City through in-person meetings and other necessary means of communication to thoroughly integrate the Final Design into ZBPO site.
 - f. The City may approve, with minor changes, or disapprove the Final Design. In the event that the City disapproves the Final Design, or approves it with minor changes, the Artist, upon written notification by the City, shall respond to the changes in writing and submit up to two design modifications to the Final Design. Artist recognizes and agrees that the City will review the Final Design as revised and may make additional requests for changes regarding

the revised Final Design.

Phase 2: to be completed within 11 months after City approval of Phase 1.

Description: Fabrication of Artwork

Milestone 2a: 50 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff.

Milestone 2b: 100 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff before transportation to site.

- a. Artist shall fabricate the Artwork in accordance with all Final Design drawings and Construction Drawings approved by the City. To the extent that any specification for the Artwork is not identified in the Final Design or in the Construction Drawings, Artist shall seek the City's prior approval of these specifications before commencing with fabrication of the Artwork.
- b. Artist shall notify the City when the Artwork is at 50 percent and 100 percent completion. City must review and approve Artwork at each phase before Artist proceeds with the succeeding phase.

Phase 3: to be completed within 1 month after City approval of completion of Phase 2b.

Description: Complete installation. Artist will install artwork at the location as described in the Final Design and in accordance with the installation methods approved by the City.

Phase 4: to be completed within 1 month after Phase 3 is completed.

Description: Upon completion and installation of the Work, and acceptance of the Work by City, Artist shall satisfactory complete the Maintenance Report attached hereto as Exhibit III and submit 20 high resolution digital images of the fabrication and installation of the Artwork, and the completed Artwork to City. Artist will submit proof of all Final and Special Inspection documents. If requested by the City, Artist will deliver one Public Lecture within one year of project completion on a date to be mutually determined by the Artist and City of Rancho Cordova staff. Unless lecture is delivered immediately after installation of Artwork while Artist is in Rancho Cordova, lecture will be delivered electronically by webcast over the internet on a mutually determined electronic platform, date and time.

In no event shall Artist begin work on any Milestone or Phase without first receiving a written Notice to Proceed from City.

EXHIBIT II: SPECIFICATIONS OF WORK ARTWORK**CONCEPT WRITTEN DESCRIPTION**

Title: *LICHEN CROSSING: A place to encounter monumental symbiotic organisms from Rancho Cordova.*

Symbiosis is one of the most widespread and successful lifestyle strategies for biological organisms. The term “symbiosis” was first coined to describe lichens: long thought to be a single organism, lichens were revealed instead to be the result of a stable symbiotic association of fungi, algae, and bacteria that result in large, anatomically complex organisms adapted to many of the world’s most challenging environments. The graphic imagery for Lichen Crossing was compiled from citizen science observations of fungi and lichen spotted locally in Rancho Cordova through iNaturalist, an open-source database of user contributed photos of biodiversity. It is a nonprofit network of naturalists, citizen scientists, and biologists built on the concept of mapping and sharing observations of biodiversity across the globe, serving as an important resource of open data for biodiversity research, conservation, and education. The artwork reflects the natural curiosity of the people of Rancho Cordova, enlarging their observations to a monumental scale and highlighting the collective community of organisms living together here. Through its encounter, Lichen Crossing serves as a local landmark that will hopefully inspire wonder and symbiotic life for future generations.

The low-relief artwork, crafted from clay tiles, will measure about 100 feet in length, range in height from 3 to 9 feet, and 3” deep or less. The artwork will feature representations of over twelve types of lichen.

**ITEM 16.2.
ESTIMATED SCHEDULE**

ATTACHMENT 5

Approval/contracting:	February – May 2026
Final design/permitting:	July 2026
Fabrication:	August 2026 – April 2027
Pack Ship:	April 2027
Installation:	May 2027

ITEM 16.2.
ESTIMATED BUDGET

ATTACHMENT 5

Description	Amount
Artist Fee	50,000.00
Engineering and design	17,000.00
Insurance	2,000.00
Documentation	2,000.00
Project Management and administration	20,000.00
Materials	34,000.00
Fabrication	80,000.00
Transportation	4,000.00
Installation	16,000.00
Contingency	25,000.00
Total	250,000.00

EXHIBIT III: MAINTENANCE REPORT

Artist: _____

Address: _____

Home Phone: _____ Work Phone: _____

Studio Phone: _____

1. Title of the Artwork: _____

2. Medium or material: _____

3. Edition information, if applicable: _____

4. Date and place executed: _____

5. Collaborating artist(s), if applicable. _____

6. Maker(s) other than Artist (fabricators, technicians), if applicable. Include names, addresses, phone numbers and element worked on.

7. Location of signature and copyright mark, if it occurs.

8. Exhibitions pertaining only to the above-named work, if any.

9. Published reviews or articles concerning the above-named work.

10. Dimensions (please measure in both inches and centimeters; record height first, then width, then depth if needed or diameter; if a work is irregular or circular in shape, state as such in parenthesis; if work involves multiple pieces, measure the significant parts as well as the whole; measure the work separately from the frame or pedestal; include the dimensions of the frame or pedestal.)

11. Materials used in the execution of the Artwork (be technical and specific).

12. Technique or construction methods used in the execution of the Artwork (attach fabrication drawings, if necessary).

13. Material finish on the Artwork (glaze, paint color and type, sanding, grit, tool pattern, patina, surface sealer, etc.

14. Foundation/installation structure (include armature bolt/pin size, grout, etc.).

15. Handling instructions.

16. Artist's statement about the Artwork (concept, message, relationship to site, etc.).

17. Describe recommended general routine maintenance and care for the Artwork (cleaning agent(s), procedure(s) timetable, etc.).

18. Special handling and/or storage instructions.

19. Special cautions or concerns regarding the Artwork.

20. Packing, shipping or storage instructions (should the need arise).

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-10 IN AN AMOUNT NOT TO EXCEED \$200,000 WITH MATTHEW MAZZOTTA FOR SITE #3 ARTWORK PIECE PASSING THROUGH FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2026-10 with Matthew Mazzotta in an amount not to exceed \$200,000 for final engineering, fabrication and installation of the Site #3 artwork titled Passing Through for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project ("Project"); and

WHEREAS, on August 5, 2024 the City Council adopted an Art Plan for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project that includes a comprehensive signage program and four pieces of prominent public art; and

WHEREAS, the artwork and signage for the Project has been budgeted at \$1,400,000 in the city's current approved Capital Improvement Plan and in the 2025/2026 budget; and

WHEREAS, in accordance with the City Council adopted Art Plan, a thorough solicitation process was followed that included a request for qualifications and an art review panel evaluating artist qualifications and proposals for each site; and

WHEREAS, art panel has recommended Matthew Mazzotta's Passing Through piece for Site #3 of the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project located in the loop ramp of west bound U.S. Highway 50 on-ramp.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-10 in an amount not to exceed \$200,000 with Matthew Mazzotta and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ITEM 16.2.

ATTACHMENT 6

ATTEST:

Stacy Leitner, CMC
City Clerk

CONTRACT TO PURCHASE ARTWORK

This Agreement is made at Rancho Cordova, California, as of February 2, 2026 ("Effective Date"), by and between the City of Rancho Cordova, a municipal corporation ("City"), and

Matthew Mazzota
41 E Main Street
Canton, NY 13617
315-521-1399
Triangle@mit.edu

("Artist"). The City and Artist may be referred to collectively as "Parties" or in the singular as "Party," as the context requires.

RECITALS

- A. The City Council of Rancho Cordova approved an Art Plan on August 5, 2024 which allocated funding for artworks in the Zinfandel Bicycle and Pedestrian Overcrossing (ZBPO). Artworks to be commissioned or purchased by the City are selected through a review process in coordination with the City's Public Works Department. Once the City's Public Works Department has a recommendation for artwork related to an eligible project the City Council will consider the recommendation. The City Council has final say on the selection and placement of artwork within the City as well as the appropriation and use of funds from this program.
- B. Funds have been allocated for the selection, purchase and placement of artwork to be installed at the City of Rancho Cordova ZBPO. The artist is selected through a competitive process and the artwork concept is to be approved by the City Council.
- C. The Proposed Art Work is located in the California Department of Transportation (Caltrans) Right of Way and it is the intent of the City at a later date to transfer the Art Work title to Caltrans. A condition of that transfer will require the Artist to sign the Caltrans Copyright License and Waiver or Moral Rights prior to the issuance of any required encroachment permit.

NOW THEREFORE, the Parties mutually agree as follows:

- 1. **Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Artist shall:
 - A. In accordance with the schedule set forth in Exhibit I, purchase on Artist's account all labor, supplies, materials and equipment required to design and furnish to the City an artwork (the "Artwork" or "Work") at ZBPO and fabricate, deliver and install the Work at ZBPO to the satisfaction of City and in substantial conformance with Artist's Design Proposal ("Proposal").
 - B. The Artwork shall be placed and located per the specifications set forth in Exhibit II.

- C. Artist shall not commence performance of any of the services identified in section 1.A until receiving a written "Notice to Proceed" from the City for each Phase and Milestone of this project.
- D. City shall provide Artist at no expense to Artist, all reasonably necessary information including, but not limited to, copies of existing designs, site plans, drawings, reports, list of required permits, and other existing relevant data, if any, needed by Artist in order to perform Artist's obligations within fifteen (15) days of Artist's written request itemizing the requested information.
- E. City shall provide Artist with any other reasonably necessary information concerning all applicable laws and regulations, including zoning or environmental regulations, within fifteen (15) days of Artist's written request itemizing the requested information. Notwithstanding the foregoing, Artist shall be responsible for complying with all laws, including, without limitation, zoning and environmental laws and regulations.

2. Payment.

- A. Artist shall be paid an amount not to exceed of two-hundred thousand dollars (\$200,000), for production of the Artwork, as set forth herein.
- B. Payments to Artist shall be made within 30 days after receipt of Artist's invoices following completion of the tasks set forth below. Artist shall be responsible for supplying all documentation necessary to verify the billings to the satisfaction of City. Artist agrees that City has no obligations regarding commissions or any agreements with galleries or agents with whom Artist may have contracted. City is not responsible for paying sales tax.
- C. Payments to Artist shall be made upon completion of the following tasks as described in Exhibit I:
 - (1) Twenty-five thousand dollars (\$25,000) upon submission of evidence of insurance acceptable to the City, execution of this Agreement, and dispatch of purchase order by the City.
 - (2) Sixty-Five thousand dollars (\$65,000) upon completion of Phase 1: Final design proposal.
 - (3) Fifty thousand dollars (\$50,000) upon completion of Phase 2.a milestone: 50 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff.
 - (4) Twenty-five thousand dollars (\$25,000) upon completion of Phase 2.b milestone. 100 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff before transportation to site.
 - (5) Ten thousand dollars (\$10,000) upon completion of Phase 3.

Complete installation of Artwork at agreed upon location.

- (6) Five-thousand dollars (\$5,000) upon completion of Phase 4. Acceptance of Work by City; City acceptance of Maintenance Report (Exhibit III); submission of 20 high resolution digital images of fabrication and installation of artwork and completed artwork to City; submission of proof of all Final and special Inspection documents.
 - D. No payment shall be made if Artist is in default of this Agreement or if any milestone or Phase is not completed to the satisfaction of City. City shall have sole discretion to determine whether a milestone or Phase has been completed to its satisfaction.
3. **Time of Performance; Documentation of Work.** Time is of the essence in this Agreement. Artist shall dedicate such time and effort as is necessary to fulfill Artist's obligations to completely finish and install the Work to the satisfaction of City within the timelines set forth in the Schedule, except as the Work may be delayed by circumstances described in section 19, below. City shall make its staff and contractors reasonably available to Artist for consultation and assistance in order to achieve the purposes of this Agreement. Artist shall provide to the City twenty (20) high resolution (300 dpi minimum) professional quality digital images documenting the processes of Work fabrication and installation, and the completed Work. Artist shall also provide City with a complete schedule for maintenance of the Work in the form reflected in Exhibit III hereto.
4. **Artist Warranties.**
- A. **Restoration of Work Site.** Artist agrees and warrants that, within 30 days after the Work is accepted by the City, Artist shall restore the Work site (including the entire area affected by the fabrication and installation of the Work) to a state and condition that is substantially similar to that which existed when the Work was begun. Artist further agrees and warrants that, within the period specified herein, Artist shall repair or replace, as is determined necessary by City, and to the reasonable satisfaction of City, all property (real, personal or otherwise), which has been damaged, injured or otherwise adversely affected by the acts or omissions of Artist, Artist's agents, contractors, or employees. Artist shall be solely responsible for all expenses and costs which may be necessary to comply with the requirements of this paragraph, and City shall have no responsibility or liability. Artist shall not be responsible for repair or damage to the Work site not caused by Artist or Artist's Work.
 - B. **Originality of Work.** Artist warrants that the Work is original and is solely the product of Artist's own creative efforts and does not infringe the rights, including copyrights, of any person or entity. Artist also warrants that, unless otherwise stipulated in writing, the Work is original, that it is an edition of one (1), and that Artist shall not sold, licensed, or reproduce a substantially similar copy of the Work. However, nothing contained herein shall prevent the Artist from creating future works in their style and manner

of working.

- C. **Work Free from Defects.** Artist shall warrant and maintain the Work free from all faults or defects related to material or workmanship for a period of one year after the Work is accepted by City.
 - D. **Copyright: Artist owns the copyright.** Artist expressly reserves every right available to Artist at common law or under the Federal Copyright Act to control the making and dissemination of copies or reproductions of the Work. Artist authorizes the City and its assigns to make photographs, drawings, and other two-dimensional reproductions of the Work without prior consent of Artist if used solely for non-commercial purposes, advertising, descriptive brochures, and similar purposes.
 - E. **Compliance with all Laws.** Artist agrees to fabricate and install the Work in conformance with all applicable laws. Specifically, and without limitation, Artist is fully aware of the provisions of Labor Code section 1720 et seq. regarding payment of prevailing wages in connection with public works, and Artist shall comply with such laws, as applicable. Artist's execution of this Agreement is an acknowledgment that it has had the opportunity to obtain independent legal advice and counsel in this regard prior to executing this Agreement. Neither the City nor any of its employees, agents, or representatives have rendered opinions to Artist respecting the applicability of Labor Code section 1720 et seq. to the Work or installation thereof, and Artist has not relied on any such representation in entering into this Agreement. In the event any claim of any kind or nature based on Labor Code section 1720 et seq. (including section 1781) is brought or made against the City in connection with this Agreement, the Work, or its installation, Artist shall defend, indemnify, and hold harmless the City with respect to such claim in accordance with paragraph 12, below.
- 5. **Transfer of Title to Work.** Title to the Work shall remain with Artist until City has accepted the Work as completed and it is installed to the satisfaction of City. When City has so certified, title shall transfer to City. Artist shall bear all risk of loss of the Work until title has been transferred to City, and City agrees to inspect Work and accept Work within fifteen (15) business days of Artist's notification of completion, unless the provisions of 7(A)(1) or 7(A)(2) apply.
 - 6. **Performance Made Impossible.** In the event it shall become impossible for Artist to complete the Work because of illness or injury, this Agreement may be terminated at the sole discretion of City, and, in such event, all completed work, materials, and supplies related to the Work shall be delivered to City and shall, along with the Proposal, become City's sole property. City shall thereafter have no obligation to make any additional or further payments to Artist, and Artist shall have no further or additional claims against City with respect to the Work or such portion thereof as may be completed, or the Proposal, or with respect to any matter whatsoever pertaining to, affected by or embodied in this Agreement. In the event of such termination, City may take such action as may appear to it appropriate under the circumstances, including, without limitation of the generality of the

foregoing, commissioning another artist to complete the Work. In the event that City completes the Work or arranges to have it completed, Artist's name shall be publicly displayed at, on or near the Work, unless Artist and City mutually agree otherwise.

7. **Acceptance of Work.**

- A. City agrees to accept the completed Work unless the Work was not completed in substantial conformance with the Proposal or the Specifications, all as determined by the City, and to the City's satisfaction.
- B. Upon notifying Artist with the City's written notice of refusal to accept the Work for the reasons stated in paragraph 7(A) City shall have the right to:
1) request that Artist correct the deficiencies in the Work within a reasonable time, or 2) terminate this Agreement and recover all sums previously paid to Artist. Both remedies shall be independent and cumulative and in addition to any other remedy available to the City at law or equity. Enforcement of one such remedy shall not be exclusive, nor shall it be deemed an election of such remedy to the exclusion of any other or further remedy. However, nothing contained herein shall limit City's available remedies at law and equity.
- C. No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Work.

8. **City Maintenance of Work.** City agrees to reasonably ensure that the Work is properly maintained and protected after City's acceptance of the Work. City agrees that it will not intentionally destroy damage, alter, modify or change the Work in any way. If an alteration should occur, either intentionally or unintentionally, the Work will no longer be represented as the work of the Artist without his or her written permission. City will maintain the artwork in accordance with the Maintenance requirements. This does not preclude the City's right to move or remove the Work from display or deaccession the Work. In the event it becomes necessary to change the placement of the Work, City shall confer with Artist concerning placement, though the ultimate placement of the Work is solely within the City's discretion.

9. **Repair of Work.** In the event repair of the Work is required, City may give Artist the opportunity to perform the repairs for a reasonable fee to be determined. In the event Artist refuses to make the repairs whether due to lack of agreement on the fee, or otherwise, City may arrange for repairs by another qualified person. When emergency repairs are necessary in order to prevent the loss of or further damage to the Work, such repairs shall be undertaken or arranged by City without advance notice to Artist, and such repairs shall not constitute an artistic alteration. City shall thereafter notify Artist as soon as is practicable.

10. **Work Authorship.** City shall ensure that Artist's name is publicly displayed on, at, or near the Work. In the event the Work is substantially damaged or altered, City shall no longer represent the Work to be the Work of Artist if Artist gives written

notice to City that Artist denies authorship of the Work on the grounds stated in this paragraph.

11. **Artist Payment of Contractors and Employees.** In the event Artist hires or contracts with employees, subcontractors, or material suppliers, Artist shall pay these employees, subcontractors, or material suppliers any amounts due out of the payments made to Artist by City for completion of the phase of work for which the employees, subcontractors, or material suppliers provided labor or materials and provide proof of payment to the City prior to completion of the next phase of work. In the case of nonpayment of wages or other amounts due the employees, subcontractors, or material suppliers herein, City may withhold from Artist out of payments due a sum sufficient to pay such persons the amounts owed by Artist absent evidence satisfactory to the City of a legal basis for such nonpayment. All subcontractors shall be properly licensed pursuant to the Contractors State License Law (Business and Professions Code sections 7000 et seq.). Before performing any work, each subcontractor shall provide to the City and Artist evidence that the subcontractor has workers' compensation insurance coverage.
12. **Indemnity.** Artist shall defend, hold harmless, and indemnify City, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate solely to any negligent act or omission, recklessness or willful misconduct of Artist, its subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from the sole negligence or willful misconduct of City, its subcontractors or agents, and their respective officers and employees as determined by a court of competent jurisdiction. Unless and until such determination is made, or as otherwise agreed, artist shall defend, indemnify, and hold harmless the City, its officers, and employees. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 12, nor shall the limits of such insurance limit the liability of Artist hereunder. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.
13. **Insurance.** During the entire term of this Agreement, Artist shall maintain the insurance coverage described in this Section 13. Full compensation for all premiums that Artist is required to pay for the insurance coverage described herein shall be included in the compensation paid to Artist under this Agreement. No additional compensation will be provided for Artist's insurance premiums. Any

available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Artist that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Artist in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:
Each occurrence: One Million Dollars (\$1,000,000)
Products & Completed Operations: One Million Dollars (\$1,000,000)
Personal & Advertising Injury: One Million Dollars (\$1,000,000)
- e. If a product and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice each occurrence limit, or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to this contract.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned).
- c. The limits of liability per accident shall not be less than:
Combined Single Limit: One Million Dollars (\$1,000,000)
- d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.

3. Worker's Compensation

- a. Worker's Compensation Insurance, with coverage as required by the

- State of California (unless the Artist is a qualified self-insurer with the State of California), and Employers Liability coverage. The Artist shall execute a certificate in compliance with Labor Code Section 1861.
- b. Employer's Liability Coverage shall not be less than the statutory requirements.
 - c. If an injury occurs to any employee of the Artist for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Artist under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Artist.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Artist.
4. Other Insurance Provisions: The general liability coverage shall contain the following provisions and endorsements:
- a. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Artist, products and completed operations of the Artist, premises owned, occupied, or used by the Artist, or automobiles owned, leased, hired, or borrowed by the Artist on a separate endorsement acceptable to the Risk Manager.
 - b. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Artist.
 - c. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - d. Provision or endorsement stating that for any claims related to this contract, the Artist's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Artist's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 - e. Any failure to comply with reporting or other provisions of the policies on the part of the Artist, including breaches of warranties, shall not affect Artist's requirement to provide coverage to the City, its officers, officials, employees, agents or volunteers.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
7. The Artist shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At any time at the written request of the City, Artist agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
8. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
9. The Artist shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
10. If the Artist fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Artist under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve the Artist from any of its responsibilities under the contract.
12. The making of progress payments to the Artist shall not be construed as relieving the Artist or its Sub-Artists or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Artist are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Artist under the Contract.
14. **Property of the City.** It is mutually agreed that the Work, and all materials and components prepared by Artist related to creating the Work thereto under this Agreement, shall become the property of City, and Artist shall have no property right there in whatsoever. Immediately upon termination and/or completion of this

Agreement, City shall be entitled to, and Artist shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Artist in performing this Agreement which is not Artist's privileged information, as defined by law, or Artist's personnel information, along with all other property belonging exclusively to City which is in Artist's possession. Publication of any information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City. Additionally, it is agreed that the Parties intend this to be an agreement for services and each considers the products and results of the services to be rendered by Artist hereunder to be work made for hire. Except as set forth herein, Artist acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

15. **Waiver of VARA and CAPA Rights.** To the fullest extent permitted by law, and as concerns rights acquired by the City or any party to whom the City transfers the title of the Work, Artist waives any and all rights Artist may have with respect to the Work under the federal Visual Artists Rights Act of 1990 (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.
16. **Location of Work.** The final location of the Work shall be determined by the City's architect or engineer following consultation with Artist.
17. **Artist Change of Address.** Artist shall notify City of Rancho Cordova in writing of any change of address. Failure to do so shall constitute a waiver of Artist's rights under this Agreement during the time of the omission. Any waiver of a right pursuant to this Agreement for failure to maintain Artist's current address may be cured prospectively only by notifying City of Rancho Cordova of Artist's current address. All rights of Artist pursuant to this Agreement shall be personal to Artist and shall terminate upon either the legal disability or incompetence of Artist or upon the death of Artist, except as provided Artist under copyright laws.
18. **Excuse from Performance.**
 - A. In the event Artist's performance of any of his obligations or undertakings under this Agreement is delayed, interrupted, or prevented by an act of God, unforeseen conditions, unusually severe weather, or occurrences that are beyond the reasonable control of either party to this Agreement, Artist shall be excused from any further performance for whatever period of time after the occurrence necessary to remedy the effects of that occurrence. Artist shall notify City in writing within ten (10) days after any occurrence described in this section that may delay Artist performance. City shall amend the Schedule when, in its determination, Artist's performance has been excused, and the delay or interruption has resulted in a material

change in the time for performance.

- B. In the event that the installation site has not been adequately prepared for receipt of the Work as scheduled, or delivery or installation is delayed due to a material failure on the part of the City or its subcontractors, then the City shall promptly act to address the problem(s) identified by Artist. In such events, timelines for performance by Artist shall be extended as needed, provided, that none of the delays are caused in whole or in part by Artist. Site preparation by City shall not include site measurements, which shall be the sole responsibility of Artist.
19. **Public Lecture.** If requested by the City, Artist will give one public art lecture (depending on timing either in person or electronically by webcast) regarding the Work after the installation of the Work is completed. Arrangements are to be approved in advance by the City of Rancho Cordova.
20. **Model.** As part of this Agreement, Artist will provide the City of Rancho Cordova one (1) Model and/or drawing of the proposed artwork.
21. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.
22. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Artist, and by City, in accordance with applicable provisions of the Rancho Cordova City Code.
23. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
24. **No Waiver.** Neither City acceptance of, or payment for, any work performed by Artist, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
25. **Choice of Law; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties' consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
26. **Assignment Prohibited.** The expertise and experience of Artist are material considerations for this Agreement. Artist shall not assign any right or obligation

pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

27. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
28. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the City and Artist and their successors and assigns. No other person, agency or entity shall have any right of action based upon any provision of this Agreement.
29. **Term; Suspension; Termination.**
 - A. This Agreement shall become effective on the date that it is signed by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
 - B. City shall have the right at any time to temporarily suspend Artist's performance hereunder, in whole or in part, by giving a written notice of suspension to Artist. If City gives such notice of suspension, Artist shall immediately suspend its activities under this Agreement, as specified in such notice.
 - C. City shall have the right to terminate this Agreement at any time by giving 30 days written notice of termination to Artist. If City gives such notice of termination, Artist shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement:
 1. Artist shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement.
 2. City shall pay Artist the reasonable value of services rendered by Artist prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Artist had the Agreement not been terminated. In this regard, Artist shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Artist. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

ARTIST

Micah Runner, City Manager

Matthew Mazzota, Artist

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

Attachments

Exhibit I – Schedule for Completion of Work

Exhibit II - Specifications for Work

Exhibit III - Maintenance Report

EXHIBIT I: SCHEDULE FOR COMPLETION OF WORK

The following schedule shall be adhered to in the design, fabrication and installation of the Work.

Artist understands that it is the City's desire to have the Work installed at the ZBPO. Artist will make every effort reasonably feasible to meet this deadline specified in the schedule below. Artist and City understand that time is of the essence and both parties agree to be as responsive and diligent as reasonably feasible towards reaching this installation date. City agrees to process invoices for early completion of milestones to the extent reasonably feasible, in-order-to meet the desired deadline.

Start Date: Upon receipt of a Notice to Proceed from the City.

Phase 1: to be completed within 2 months after the completion of the contracting process and City's issuing Notice to Proceed and approval of Phase 1: Final Conceptual Design Proposal.

Description: Delivery of the following:

- engineering drawings
- estimates from suppliers and fabricators documenting project expenses
- receipt of required permits
- the Final Design Proposal ("Final Design") for the Artwork in conformance with the Final Concept. The Final Design shall include:
 - a. Details and location of the Work including an indication of form, scale and proposed materials.
 - b. A detailed written description of the fabrication and installation methods ("Installation Specification").
 - c. A detailed fabrication and installation schedule ("Installation Schedule"), describing Artist's specific timelines for completing the Work.
 - d. A project budget
 - e. Artist, at City's option, shall be available to present the Final Proposal, at one or more project meetings, to City staff, The Committee for the Arts, the Project Architect, or other individuals and organizations, as needed. Artist agrees to collaborate closely with City through in-person meetings and other necessary means of communication to thoroughly integrate the Final Design into ZBPO site.
 - f. The City may approve, with minor changes, or disapprove the Final Design. In the event that the City disapproves the Final Design, or approves it with minor changes, the Artist, upon written notification by the City, shall respond to the changes in writing and submit up to two design modifications to the Final Design. Artist recognizes and agrees that the City will review the Final Design as revised and may make additional requests for changes regarding

the revised Final Design.

Phase 2: to be completed within 11 months after City approval of Phase 1.

Description: Fabrication of Artwork

Milestone 2a: 50 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff.

Milestone 2b: 100 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff before transportation to site.

- a. Artist shall fabricate the Artwork in accordance with all Final Design drawings and Construction Drawings approved by the City. To the extent that any specification for the Artwork is not identified in the Final Design or in the Construction Drawings, Artist shall seek the City's prior approval of these specifications before commencing with fabrication of the Artwork.
- b. Artist shall notify the City when the Artwork is at 50 percent and 100 percent completion. City must review and approve Artwork at each phase before Artist proceeds with the succeeding phase.

Phase 3: to be completed within 1 month after City approval of completion of Phase 2b.

Description: Complete installation. Artist will install artwork at the location as described in the Final Design and in accordance with the installation methods approved by the City.

Phase 4: to be completed within 1 month after Phase 3 is completed.

Description: Upon completion and installation of the Work, and acceptance of the Work by City, Artist shall satisfactory complete the Maintenance Report attached hereto as Exhibit III and submit 20 high resolution digital images of the fabrication and installation of the Artwork, and the completed Artwork to City. Artist will submit proof of all Final and Special Inspection documents. If requested by the City, Artist will deliver one Public Lecture within one year of project completion on a date to be mutually determined by the Artist and City of Rancho Cordova staff. Unless lecture is delivered immediately after installation of Artwork while Artist is in Rancho Cordova, lecture will be delivered electronically by webcast over the internet on a mutually determined electronic platform, date and time.

In no event shall Artist begin work on any Milestone or Phase without first receiving a written Notice to Proceed from City.

EXHIBIT II: SPECIFICATIONS OF WORK ARTWORK**CONCEPT WRITTEN DESCRIPTION**

Titled, **PASSING THROUGH**, the artwork tells the story of traversing the City of Rancho Cordova's streets, sidewalks and paths while connecting to its wildlife and natural landscapes. The city has the beautiful balance of urban, rural, and wild, however it's not often to get all the elements together in one location. **PASSING THROUGH** bridges this divide on one of the city's newest bridges.

Taking advantage of the location - a busy transit corridor and crossroads of a variety of pedestrian and vehicle traffic - the oversized Great Blue Heron stands tall looking over those passing through on all their modes of transportation. The immersive artwork is unique in that it doesn't decorate the overpass or pedestrian path, but offers a peaceful and otherworldly experience. The installation can be seen from a range of different locations and becomes a landmark for the tremendous amount of local travelers that pass by during the day. The image of a cherished local bird reminds us that this land is shared with all the beings that call this place home.

Design Goals

- Celebrates the diverse life in and around Rancho Cordova
- Engages this urban location to tell a larger story about identity of the area (river)
- Uplifting for those that travel through everyday and whimsical for newcomers
- Compliments the hardscape with a natural and organic theme
- Message and visual will continue to be relevant (bringing nature center stage)
- Shows Rancho Cordova is committed to a positive global impact and connects us to the natural world

Transportation plays a role in our changing climate. Having animals woven into the visual landscape is a reminder of what is at stake: Life on our shared planet. Rancho Cordova is a place of welcoming and embraces people from all over the world (29th most diverse city in the United States). **PASSING THROUGH** expands this notion to all the life that surrounds the City and beyond, by pulling the life of a local animal into focus and reminding us that we all share the same home.

The principal materials used in the fabrication are fiberglass and steel. The sculpture will be located on the north side of the freeway on the southside of the underpass and stand approximately 18' tall.

CONCEPT DESIGN



ESTIMATED SCHEDULE

Approval/contracting:	February – May 2026
Final design/permitting:	July 2026
Fabrication:	August 2026 – April 2027
Pack Ship:	April 2027
Installation:	May 2027

ESTIMATED BUDGET

Payee	Service	Amount
Consultants & Fees		
Mazzotta Studio	Artist Fee	\$40,000.00
Yetiweurks	Engineering (inc foundation design)	\$6,000.00
TBD	Shop Drawings	\$2,000.00
Mazzotta Studio	Travel	\$1,500.00
Legal	Consultation (lawyer)	\$1,500.00
Lee Donnelly	Project management	\$8,000.00
Mazzotta Studio	Design development/modelling	\$5,000.00
Materials & Fabrication		
TBD	Foundation/armature base	\$7,000.00
TBD	GC and bridge fence alteration and making good	\$9,500.00
TBD	Great Blue Heron element FRP	\$76,000.00
TBD	Steel armature/structure	\$8,000.00
TBD	Shipping	\$3,000.00
TBD	Installation (Artwork)	\$10,000.00
Implementation		
Mazzotta Studio	Insurance	\$500.00
TBD	Special inspections (3rd party)	\$500.00
TBD	Permit/traffic control	\$1,000.00
Mazzotta Studio	Documentation	\$2,500.00
Mazzotta Studio	Project Contingencies	\$18,000.00
Total		\$200,000.00

EXHIBIT III: MAINTENANCE REPORT

Artist: _____

Address: _____

Home Phone: _____ Work Phone: _____

Studio Phone: _____

1. Title of the Artwork: _____

2. Medium or material: _____

3. Edition information, if applicable: _____

4. Date and place executed: _____

5. Collaborating artist(s), if applicable. _____

6. Maker(s) other than Artist (fabricators, technicians), if applicable. Include names, addresses, phone numbers and element worked on.

7. Location of signature and copyright mark, if it occurs.

8. Exhibitions pertaining only to the above-named work, if any.

9. Published reviews or articles concerning the above-named work.

10. Dimensions (please measure in both inches and centimeters; record height first, then width, then depth if needed or diameter; if a work is irregular or circular in shape, state as such in parenthesis; if work involves multiple pieces, measure the significant parts as well as the whole; measure the work separately from the frame or pedestal; include the dimensions of the frame or pedestal.)

11. Materials used in the execution of the Artwork (be technical and specific).

12. Technique or construction methods used in the execution of the Artwork (attach fabrication drawings, if necessary).

13. Material finish on the Artwork (glaze, paint color and type, sanding, grit, tool pattern, patina, surface sealer, etc.

14. Foundation/installation structure (include armature bolt/pin size, grout, etc.).

15. Handling instructions.

16. Artist's statement about the Artwork (concept, message, relationship to site, etc.).

17. Describe recommended general routine maintenance and care for the Artwork (cleaning agent(s), procedure(s) timetable, etc.).

18. Special handling and/or storage instructions.

19. Special cautions or concerns regarding the Artwork.

20. Packing, shipping or storage instructions (should the need arise).

6262214.2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-11 IN AN AMOUNT NOT TO EXCEED \$200,000 WITH AARON STEPHENS FOR SITE #4 ARTWORK PIECE CASCADE FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2026-11 with Aaron Stephens in an amount not to exceed \$200,000 for final engineering, fabrication and installation of the Site #4 artwork titled Cascade for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project ("Project"); and

WHEREAS, on August 5, 2024 the City Council adopted an Art Plan for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project that includes a comprehensive signage program and four pieces of prominent public art; and

WHEREAS, the artwork and signage for the Project has been budgeted at \$1,400,000 in the city's current approved Capital Improvement Plan and in the 2025/2026 budget; and

WHEREAS, in accordance with the City Council adopted Art Plan, a thorough solicitation process was followed that included a request for qualifications and an art review panel evaluating artist qualifications and proposals for each site; and

WHEREAS, art panel has recommended Aaron Stephens Cascade piece for Site #4 of the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project located on the north gateway of the bike trail near Olson Drive.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-11 in an amount not to exceed \$200,000 with Aaron Stephens and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CONTRACT TO PURCHASE ARTWORK

This Agreement is made at Rancho Cordova, California, as of February 2, 2026 ("Effective Date"), by and between the City of Rancho Cordova, a municipal corporation ("City"), and

Aaron Stephan
142 Pearl Street
Portland ME 94101
207-409-4690
aarontstephan@gmail.com

("Artist"). The City and Artist may be referred to collectively as "Parties" or in the singular as "Party," as the context requires.

RECITALS

- A. The City Council of Rancho Cordova approved an Art Plan on August 5, 2024 which allocated funding for artworks in the Zinfandel Bicycle and Pedestrian Overcrossing (ZBPO). Artworks to be commissioned or purchased by the City are selected through a review process in coordination with the City's Public Works Department. Once the City's Public Works Department has a recommendation for artwork related to an eligible project the City Council will consider the recommendation. The City Council has final say on the selection and placement of artwork within the City as well as the appropriation and use of funds from this program.
- B. Funds have been allocated for the selection, purchase and placement of artwork to be installed at the City of Rancho Cordova ZBPO. The artist is selected through a competitive process and the artwork concept is to be approved by the City Council.
- C. The Proposed Art Work is located in the California Department of Transportation (Caltrans) Right of Way and it is the intent of the City at a later date to transfer the Art Work title to Caltrans. A condition of that transfer will require the Artist to sign the Caltrans Copyright License and Waiver or Moral Rights prior to the issuance of any required encroachment permit.

NOW THEREFORE, the Parties mutually agree as follows:

- 1. **Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Artist shall:
 - A. In accordance with the schedule set forth in Exhibit I, purchase on Artist's account all labor, supplies, materials and equipment required to design and furnish to the City an artwork (the "Artwork" or "Work") at ZBPO and fabricate, deliver and install the Work at ZBPO to the satisfaction of City and in substantial conformance with Artist's Design Proposal ("Proposal").
 - B. The Artwork shall be placed and located per the specifications set forth in Exhibit II.

- C. Artist shall not commence performance of any of the services identified in section 1.A until receiving a written "Notice to Proceed" from the City for each Phase and Milestone of this project.
- D. City shall provide Artist at no expense to Artist, all reasonably necessary information including, but not limited to, copies of existing designs, site plans, drawings, reports, list of required permits, and other existing relevant data, if any, needed by Artist in order to perform Artist's obligations within fifteen (15) days of Artist's written request itemizing the requested information.
- E. City shall provide Artist with any other reasonably necessary information concerning all applicable laws and regulations, including zoning or environmental regulations, within fifteen (15) days of Artist's written request itemizing the requested information. Notwithstanding the foregoing, Artist shall be responsible for complying with all laws, including, without limitation, zoning and environmental laws and regulations.

2. Payment.

- A. Artist shall be paid an amount not to exceed two-hundred thousand dollars (\$200,000), for production of the Artwork, as set forth herein.
- B. Payments to Artist shall be made within 30 days after receipt of Artist's invoices following completion of the tasks set forth below. Artist shall be responsible for supplying all documentation necessary to verify the billings to the satisfaction of City. Artist agrees that City has no obligations regarding commissions or any agreements with galleries or agents with whom Artist may have contracted. City is not responsible for paying sales tax.
- C. Payments to Artist shall be made upon completion of the following tasks as described in Exhibit I:
 - (1) Twenty-five thousand dollars (\$25,000) upon submission of evidence of insurance acceptable to the City, execution of this Agreement, and dispatch of purchase order by the City.
 - (2) Sixty-Five thousand dollars (\$65,000) upon completion of Phase 1: Final design proposal.
 - (3) Forty-thousand dollars (\$40,000) upon completion of Phase 2.a milestone: 50 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff.
 - (4) Twenty-five thousand dollars (\$25,000) upon completion of Phase 2.b milestone. 100 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff before transportation to site.
 - (5) Twenty thousand dollars (\$20,000) upon completion of Phase 3.

Complete installation of Artwork at agreed upon location.

- (6) Five-thousand dollars (\$5,000) upon completion of Phase 4. Acceptance of Work by City; City acceptance of Maintenance Report (Exhibit III); submission of 20 high resolution digital images of fabrication and installation of artwork and completed artwork to City; submission of proof of all Final and special Inspection documents.

D. No payment shall be made if Artist is in default of this Agreement or if any milestone or Phase is not completed to the satisfaction of City. City shall have sole discretion to determine whether a milestone or Phase has been completed to its satisfaction.

- 3. **Time of Performance; Documentation of Work.** Time is of the essence in this Agreement. Artist shall dedicate such time and effort as is necessary to fulfill Artist's obligations to completely finish and install the Work to the satisfaction of City within the timelines set forth in the Schedule, except as the Work may be delayed by circumstances described in section 19, below. City shall make its staff and contractors reasonably available to Artist for consultation and assistance in order to achieve the purposes of this Agreement. Artist shall provide to the City twenty (20) high resolution (300 dpi minimum) professional quality digital images documenting the processes of Work fabrication and installation, and the completed Work. Artist shall also provide City with a complete schedule for maintenance of the Work in the form reflected in Exhibit III hereto.

4. **Artist Warranties.**

A. **Restoration of Work Site.** Artist agrees and warrants that, within 30 days after the Work is accepted by the City, Artist shall restore the Work site (including the entire area affected by the fabrication and installation of the Work) to a state and condition that is substantially similar to that which existed when the Work was begun. Artist further agrees and warrants that, within the period specified herein, Artist shall repair or replace, as is determined necessary by City, and to the reasonable satisfaction of City, all property (real, personal or otherwise), which has been damaged, injured or otherwise adversely affected by the acts or omissions of Artist, Artist's agents, contractors, or employees. Artist shall be solely responsible for all expenses and costs which may be necessary to comply with the requirements of this paragraph, and City shall have no responsibility or liability. Artist shall not be responsible for repair or damage to the Work site not caused by Artist or Artist's Work.

B. **Originality of Work.** Artist warrants that the Work is original and is solely the product of Artist's own creative efforts and does not infringe the rights, including copyrights, of any person or entity. Artist also warrants that, unless otherwise stipulated in writing, the Work is original, that it is an edition of one (1), and that Artist shall has not sold, licensed, or reproduce a substantially similar copy of the Work. However, nothing contained herein shall prevent the Artist from creating future works in their style and manner

of working.

- C. **Work Free from Defects.** Artist shall warrant and maintain the Work free from all faults or defects related to material or workmanship for a period of one year after the Work is accepted by City.
 - D. **Copyright: Artist owns the copyright.** Artist expressly reserves every right available to Artist at common law or under the Federal Copyright Act to control the making and dissemination of copies or reproductions of the Work. Artist authorizes the City and its assigns to make photographs, drawings, and other two-dimensional reproductions of the Work without prior consent of Artist if used solely for non-commercial purposes, advertising, descriptive brochures, and similar purposes.
 - E. **Compliance with all Laws.** Artist agrees to fabricate and install the Work in conformance with all applicable laws. Specifically, and without limitation, Artist is fully aware of the provisions of Labor Code section 1720 et seq. regarding payment of prevailing wages in connection with public works, and Artist shall comply with such laws, as applicable. Artist's execution of this Agreement is an acknowledgment that it has had the opportunity to obtain independent legal advice and counsel in this regard prior to executing this Agreement. Neither the City nor any of its employees, agents, or representatives have rendered opinions to Artist respecting the applicability of Labor Code section 1720 et seq. to the Work or installation thereof, and Artist has not relied on any such representation in entering into this Agreement. In the event any claim of any kind or nature based on Labor Code section 1720 et seq. (including section 1781) is brought or made against the City in connection with this Agreement, the Work, or its installation, Artist shall defend, indemnify, and hold harmless the City with respect to such claim in accordance with paragraph 12, below.
- 5. **Transfer of Title to Work.** Title to the Work shall remain with Artist until City has accepted the Work as completed and it is installed to the satisfaction of City. When City has so certified, title shall transfer to City. Artist shall bear all risk of loss of the Work until title has been transferred to City, and City agrees to inspect Work and accept Work within fifteen (15) business days of Artist's notification of completion, unless the provisions of 7(A)(1) or 7(A)(2) apply.
 - 6. **Performance Made Impossible.** In the event it shall become impossible for Artist to complete the Work because of illness or injury, this Agreement may be terminated at the sole discretion of City, and, in such event, all completed work, materials, and supplies related to the Work shall be delivered to City and shall, along with the Proposal, become City's sole property. City shall thereafter have no obligation to make any additional or further payments to Artist, and Artist shall have no further or additional claims against City with respect to the Work or such portion thereof as may be completed, or the Proposal, or with respect to any matter whatsoever pertaining to, affected by or embodied in this Agreement. In the event of such termination, City may take such action as may appear to it appropriate

under the circumstances, including, without limitation of the generality of the foregoing, commissioning another artist to complete the Work. In the event that City completes the Work or arranges to have it completed, Artist's name shall be publicly displayed at, on or near the Work, unless Artist and City mutually agree otherwise.

7. **Acceptance of Work.**

- A. City agrees to accept the completed Work unless the Work was not completed in substantial conformance with the Proposal or the Specifications, all as determined by the City, and to the City's satisfaction.
- B. Upon notifying Artist with the City's written notice of refusal to accept the Work for the reasons stated in paragraph 7(A) City shall have the right to:
 - 1) request that Artist correct the deficiencies in the Work within a reasonable time, or 2) terminate this Agreement and recover all sums previously paid to Artist. Both remedies shall be independent and cumulative and in addition to any other remedy available to the City at law or equity. Enforcement of one such remedy shall not be exclusive, nor shall it be deemed an election of such remedy to the exclusion of any other or further remedy. However, nothing contained herein shall limit City's available remedies at law and equity.
- C. No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Work.

8. **City Maintenance of Work.** City agrees to reasonably ensure that the Work is properly maintained and protected after City's acceptance of the Work. City agrees that it will not intentionally destroy damage, alter, modify or change the Work in any way. If an alteration should occur, either intentionally or unintentionally, the Work will no longer be represented as the work of the Artist without his or her written permission. City will maintain the artwork in accordance with the Maintenance requirement. This does not preclude the City's right to move or remove the Work from display or deaccession the Work. In the event it becomes necessary to change the placement of the Work, City shall confer with Artist, concerning placement, though the ultimate placement of the Work is solely within the City's discretion.

9. **Repair of Work.** In the event repair of the Work is required, City may give Artist the opportunity to perform the repairs for a reasonable fee to be determined. In the event Artist refuses to make the repairs whether due to lack of agreement on the fee, or otherwise, City may arrange for repairs by another qualified person. When emergency repairs are necessary in order to prevent the loss of or further damage to the Work, such repairs shall be undertaken or arranged by City without advance notice to Artist, and such repairs shall not constitute an artistic alteration. City shall thereafter notify Artist as soon as is practicable.

10. **Work Authorship.** City shall ensure that Artist's name is publicly displayed on, at, or near the Work. In the event the Work is substantially damaged or altered, City

shall no longer represent the Work to be the Work of Artist if Artist gives written notice to City that Artist denies authorship of the Work on the grounds stated in this paragraph.

11. **Artist Payment of Contractors and Employees.** In the event Artist hires or contracts with employees, subcontractors, or material suppliers, Artist shall pay these employees, subcontractors, or material suppliers any amounts due out of the payments made to Artist by City for completion of the phase of work for which the employees, subcontractors, or material suppliers provided labor or materials and provide proof of payment to the City prior to completion of the next phase of work. In the case of nonpayment of wages or other amounts due the employees, subcontractors, or material suppliers herein, City may withhold from Artist out of payments due a sum sufficient to pay such persons the amounts owed by Artist absent evidence satisfactory to the City of a legal basis for such nonpayment. All subcontractors shall be properly licensed pursuant to the Contractors State License Law (Business and Professions Code sections 7000 et seq.). Before performing any work, each subcontractor shall provide to the City and Artist evidence that the subcontractor has workers' compensation insurance coverage.
12. **Indemnity.** Artist shall defend, hold harmless, and indemnify City, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate solely to any negligent act or omission, recklessness or willful misconduct of Artist, its subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from the sole negligence or willful misconduct of City, its subcontractors or agents, and their respective officers and employees as determined by a court of competent jurisdiction. Unless and until such determination is made, or as otherwise agreed, artist shall defend, indemnify, and hold harmless the City, its officers, and employees. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 12, nor shall the limits of such insurance limit the liability of Artist hereunder. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.
13. **Insurance.** During the entire term of this Agreement, Artist shall maintain the insurance coverage described in this Section 13. Full compensation for all premiums that Artist is required to pay for the insurance coverage described herein shall be included in the compensation paid to Artist under this Agreement. No

additional compensation will be provided for Artist's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Artist that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Artist in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:
 - Each occurrence: One Million Dollars (\$1,000,000)
 - Products & Completed Operations: One Million Dollars (\$1,000,000)
 - Personal & Advertising Injury: One Million Dollars (\$1,000,000)
- e. If a product and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice each occurrence limit, or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to this contract.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned).
- c. The limits of liability per accident shall not be less than:
 - Combined Single Limit: One Million Dollars (\$1,000,000)
- d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.

3. Worker's Compensation

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Artist is a qualified self-insurer with the State of California), and Employers Liability coverage. The Artist shall execute a certificate in compliance with Labor Code Section 1861.
 - b. Employer's Liability Coverage shall not be less than the statutory requirements.
 - c. If an injury occurs to any employee of the Artist for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Artist under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Artist.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Artist.
4. Other Insurance Provisions: The general liability coverage shall contain the following provisions and endorsements:
 - a. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Artist, products and completed operations of the Artist, premises owned, occupied, or used by the Artist, or automobiles owned, leased, hired, or borrowed by the Artist on a separate endorsement acceptable to the Risk Manager.
 - b. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Artist.
 - c. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - d. Provision or endorsement stating that for any claims related to this contract, the Artist's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Artist's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 - e. Any failure to comply with reporting or other provisions of the policies on the part of the Artist, including breaches of warranties, shall not affect Artist's requirement to provide coverage to the City, its officers, officials, employees, agents or volunteers.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests'

rating of no less than A:VII.

6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
7. The Artist shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At any time at the written request of the City, Artist agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
8. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
9. The Artist shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non- renewal, or material changes of coverage proposed or otherwise.
10. If the Artist fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Artist under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve the Artist from any of its responsibilities under the contract.
12. The making of progress payments to the Artist shall not be construed as relieving the Artist or its Sub-Artists or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Artist are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Artist under the Contract.
14. **Property of the City.** It is mutually agreed that the Work, and all materials and components prepared by Artist related to creating the Work thereto under this Agreement, shall become the property of City, and Artist shall have no property

right there in whatsoever. Immediately upon termination and/or completion of this Agreement, City shall be entitled to, and Artist shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Artist in performing this Agreement which is not Artist's privileged information, as defined by law, or Artist's personnel information, along with all other property belonging exclusively to City which is in Artist's possession. Publication of any information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City. Additionally, it is agreed that the Parties intend this to be an agreement for services and each considers the products and results of the services to be rendered by Artist hereunder to be work made for hire. Except as set forth herein, Artist acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

15. **Waiver of VARA and CAPA Rights.** To the fullest extent permitted by law, and as concerns rights acquired by the City or any party whom the City transfers title to the Work, Artist waives any and all rights Artist may have with respect to the Work under the federal Visual Artists Rights Act of 1990 (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.
16. **Location of Work.** The final location of the Work shall be determined by the City's architect or engineer following consultation with Artist.
17. **Artist Change of Address.** Artist shall notify City of Rancho Cordova in writing of any change of address. Failure to do so shall constitute a waiver of Artist's rights under this Agreement during the time of the omission. Any waiver of a right pursuant to this Agreement for failure to maintain Artist's current address may be cured prospectively only by notifying City of Rancho Cordova of Artist's current address. All rights of Artist pursuant to this Agreement shall be personal to Artist and shall terminate upon either the legal disability or incompetence of Artist or upon the death of Artist, except as provided Artist under copyright laws.
18. **Excuse from Performance.**
 - A. In the event Artist's performance of any of his obligations or undertakings under this Agreement is delayed, interrupted, or prevented by an act of God, unforeseen conditions, unusually severe weather, or occurrences that are beyond the reasonable control of either party to this Agreement, Artist shall be excused from any further performance for whatever period of time after the occurrence necessary to remedy the effects of that occurrence. Artist shall notify City in writing within ten (10) days after any occurrence described in this section that may delay Artist performance. City shall amend the Schedule when, in its determination, Artist's performance has

been excused, and the delay or interruption has resulted in a material change in the time for performance.

- B. In the event that the installation site has not been adequately prepared for receipt of the Work as scheduled, or delivery or installation is delayed due to a material failure on the part of the City or its subcontractors, then the City shall promptly act to address the problem(s) identified by Artist. In such events, timelines for performance by Artist shall be extended as needed, provided, that none of the delays are caused in whole or in part by Artist. Site preparation by City shall not include site measurements, which shall be the sole responsibility of Artist.
19. **Public Lecture.** If requested by the City, Artist will give one public art lecture (depending on timing either in person or electronically by webcast) regarding the Work after the installation of the Work is completed. Arrangements are to be approved in advance by the City of Rancho Cordova.
20. **Model.** As part of this Agreement, Artist will provide the City of Rancho Cordova one (1) Model and/or drawing of the proposed artwork.
21. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.
22. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Artist, and by City, in accordance with applicable provisions of the Rancho Cordova City Code.
23. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
24. **No Waiver.** Neither City acceptance of, or payment for, any work performed by Artist, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
25. **Choice of Law; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties' consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
26. **Assignment Prohibited.** The expertise and experience of Artist are material

considerations for this Agreement. Artist shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

27. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
28. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the City and Artist and their successors and assigns. No other person, agency or entity shall have any right of action based upon any provision of this Agreement.
29. **Term; Suspension; Termination.**
 - A. This Agreement shall become effective on the date that it is signed by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
 - B. City shall have the right at any time to temporarily suspend Artist's performance hereunder, in whole or in part, by giving a written notice of suspension to Artist. If City gives such notice of suspension, Artist shall immediately suspend its activities under this Agreement, as specified in such notice.
 - C. City shall have the right to terminate this Agreement at any time by giving 30 days written notice of termination to Artist. If City gives such notice of termination, Artist shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement:
 1. Artist shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement.
 2. City shall pay Artist the reasonable value of services rendered by Artist prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Artist had the Agreement not been terminated. In this regard, Artist shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Artist. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

ARTIST

Micah Runner, City Manager

Aaron T. Stephan, Artist

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

Attachments

Exhibit I – Schedule for Completion of Work

Exhibit II - Specifications for Work

Exhibit III - Maintenance Report

EXHIBIT I: SCHEDULE FOR COMPLETION OF WORK

The following schedule shall be adhered to in the design, fabrication and installation of the Work.

Artist understands that it is the City's desire to have the Work installed at the ZBPO. Artist will make every effort reasonably feasible to meet this deadline specified in the schedule below. Artist and City understand that time is of the essence and both parties agree to be as responsive and diligent as reasonably feasible towards reaching this installation date. City agrees to process invoices for early completion of milestones to the extent reasonably feasible, in-order-to meet the desired deadline.

Start Date: Upon receipt of a Notice to Proceed from the City.

Phase 1: to be completed within 2 months after the completion of the contracting process and City's issuing Notice to Proceed and approval of Phase 1: Final Conceptual Design Proposal.

Description: Delivery of the following:

- engineering drawings
- estimates from suppliers and fabricators documenting project expenses
- receipt of required permits
- the Final Design Proposal ("Final Design") for the Artwork in conformance with the Final Concept. The Final Design shall include:
 - a. Details and location of the Work including an indication of form, scale and proposed materials.
 - b. A detailed written description of the fabrication and installation methods ("Installation Specification").
 - c. A detailed fabrication and installation schedule ("Installation Schedule"), describing Artist's specific timelines for completing the Work.
 - d. A project budget
 - e. Artist, at City's option, shall be available to present the Final Proposal, at one or more project meetings, to City staff, The Committee for the Arts, the Project Architect, or other individuals and organizations, as needed. Artist agrees to collaborate closely with City through in-person meetings and other necessary means of communication to thoroughly integrate the Final Design into ZBPO site.
 - f. The City may approve, with minor changes, or disapprove the Final Design. In the event that the City disapproves the Final Design, or approves it with minor changes, the Artist, upon written notification by the City, shall respond to the changes in writing and submit up to two design modifications to the Final Design. Artist recognizes and agrees that the City will review the Final Design as revised and may make additional requests for changes regarding

the revised Final Design.

Phase 2: to be completed within 11 months after City approval of Phase 1.

Description: Fabrication of Artwork

Milestone 2a: 50 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff.

Milestone 2b: 100 percent completion of Artwork fabrication and approval by City of Rancho Cordova staff before transportation to site.

- a. Artist shall fabricate the Artwork in accordance with all Final Design drawings and Construction Drawings approved by the City. To the extent that any specification for the Artwork is not identified in the Final Design or in the Construction Drawings, Artist shall seek the City's prior approval of these specifications before commencing with fabrication of the Artwork.
- b. Artist shall notify the City when the Artwork is at 50 percent and 100 percent completion. City must review and approve Artwork at each phase before Artist proceeds with the succeeding phase.

Phase 3: to be completed within 1 month after City approval of completion of Phase 2b.

Description: Complete installation. Artist will install artwork at the location as described in the Final Design and in accordance with the installation methods approved by the City.

Phase 4: to be completed within 1 month after Phase 3 is completed.

Description: Upon completion and installation of the Work, and acceptance of the Work by City, Artist shall satisfactory complete the Maintenance Report attached hereto as Exhibit III and submit 20 high resolution digital images of the fabrication and installation of the Artwork, and the completed Artwork to City. Artist will submit proof of all Final and Special Inspection documents. If requested by the City, Artist will deliver one Public Lecture within one year of project completion on a date to be mutually determined by the Artist and City of Rancho Cordova staff. Unless lecture is delivered immediately after installation of Artwork while Artist is in Rancho Cordova, lecture will be delivered electronically by webcast over the internet on a mutually determined electronic platform, date and time.

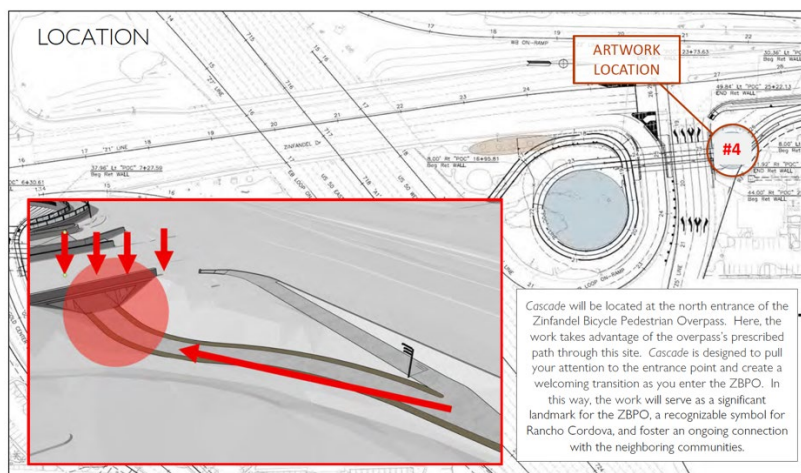
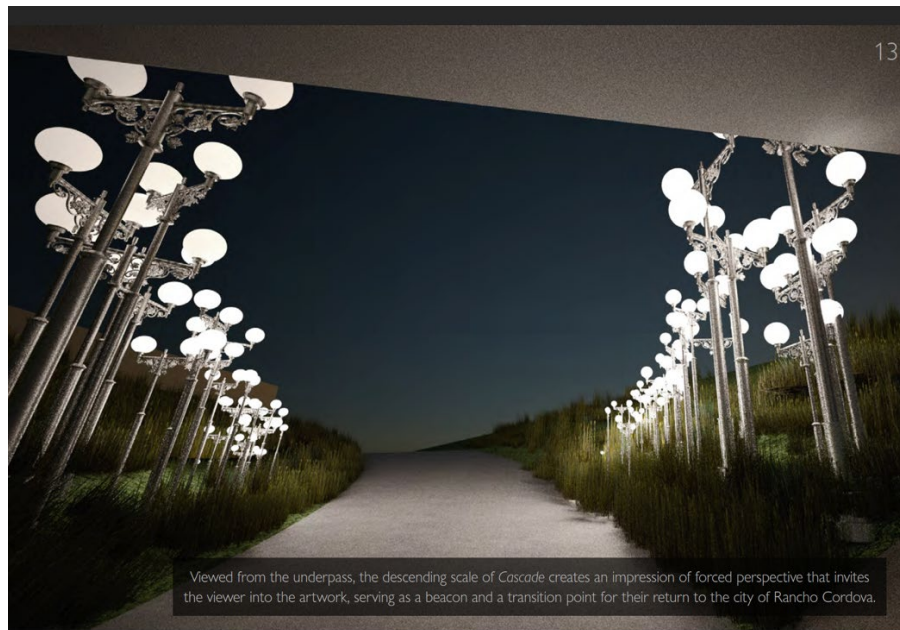
In no event shall Artist begin work on any Milestone or Phase without first receiving a written Notice to Proceed from City.

EXHIBIT II: SPECIFICATIONS OF WORK ARTWORK**CONCEPT WRITTEN DESCRIPTION**

“Cascade” is composed from 50 streetlights carefully arranged at both sides of the ZBPO directly before entering the North-side underpass. The individual fixtures resemble those you might find in a public park, except that each one is meticulously fabricated at a slightly smaller scale than the individual fixtures resemble those you might find in a public park, except that each one is meticulously fabricated at a slightly smaller scale than the last. In its entirety, the work contains a dramatic scale shift cascading from a full-sized light fixture at 18-feet tall to a miniature fixture at 4-feet tall. The result is a unique experience of both respite and wonder-that welcomes visitors to the ZBPO.

The work is designed to pull community and visitors to the site-with a directional energy-and glimpses of the work from the surrounding streets. Rancho Cordova’s strong agricultural roots have shaped its identity. “Cascade” pays tribute to this heritage through its ornamental brackets. These carefully crafted aluminum supports replicate the grapevines that characterize the region and the street itself where the artwork is installed. Viewed from the underpass, the descending scale of Cascade creates an impression of forced perspective that invites the viewer into the artwork, using it as a beacon and transition point for their return to the city of Rancho Cordova.

CONCEPT DESIGN



ESTIMATED SCHEDULE

Approval/contracting:	February – May 2026
Final design/permitting:	July 2026
Fabrication:	August 2026 – April 2027
Pack Ship:	April 2027
Installation:	May 2027

ESTIMATED BUDGET

BUDGET

Fabrication & Materials

Poles (w/anchor bases) mats	\$12,000.00
Decorative bases (material and fabrication)	\$10,800.00
Arms (material and fabrication)	\$12,000.00
Globes & fixtures	\$15,000.00
Misc	\$10,000.00

Foundation/footings	\$30,000.00
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**this is an initial estimate & may change based on site contractor's final estimate*

electrical to sculpture, & landscaping	<i>provided by the city</i>
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electrical within sculpture	\$10,000.00
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Installation

Labor	\$9,600.00
Rentals	\$5,000.00
Misc	\$5,000.00

General

Engineer	\$10,000.00
Packing and Shipping	\$15,000.00
Travel/Lodging	\$8,000.00
Insurance	\$2,500.00
Permits/permitting	<i>provided by the city</i>
Documentation	\$2,000.00

Subtotal	\$156,900.00
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Contingency (10%)	\$15,690.00
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Subtotal	\$172,590.00
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Artist Fee Admin/Oversite (15%)	\$25,888.00
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Total	\$198,478.00
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EXHIBIT III: MAINTENANCE REPORT

Artist: _____

Address: _____

Home Phone: _____ Work Phone: _____

Studio Phone: _____

1. Title of the Artwork: _____

2. Medium or material: _____

3. Edition information, if applicable: _____

4. Date and place executed: _____

5. Collaborating artist(s), if applicable. _____

6. Maker(s) other than Artist (fabricators, technicians), if applicable. Include names, addresses, phone numbers and element worked on.

7. Location of signature and copyright mark, if it occurs.

8. Exhibitions pertaining only to the above-named work, if any.

9. Published reviews or articles concerning the above-named work.

10. Dimensions (please measure in both inches and centimeters; record height first, then width, then depth if needed or diameter; if a work is irregular or circular in shape, state as such in parenthesis; if work involves multiple pieces, measure the significant parts as well as the whole; measure the work separately from the frame or pedestal; include the dimensions of the frame or pedestal.)

11. Materials used in the execution of the Artwork (be technical and specific).

12. Technique or construction methods used in the execution of the Artwork (attach fabrication drawings, if necessary).

13. Material finish on the Artwork (glaze, paint color and type, sanding, grit, tool pattern, patina, surface sealer, etc.

14. Foundation/installation structure (include armature bolt/pin size, grout, etc.).

15. Handling instructions.

16. Artist's statement about the Artwork (concept, message, relationship to site, etc.).

17. Describe recommended general routine maintenance and care for the Artwork (cleaning agent(s), procedure(s) timetable, etc.).

18. Special handling and/or storage instructions.

19. Special cautions or concerns regarding the Artwork.

20. Packing, shipping or storage instructions (should the need arise).

MEMORANDUM



ITEM 16.3.

DATE: February 2, 2026
TO: Honorable Mayor and Council Members
FROM: Ian Winbrock, Management Analyst II
Megan Siren, Assistant to the City Manager
SUBJECT: **ART IN PUBLIC PLACES: FY 2024/25 ACCOMPLISHMENTS AND
UPCOMING PROJECTS FOR FY 2025/26-2026/27**

RECOMMENDATION

Receive the presentation.

RESULT OF RECOMMENDED ACTION

The Council will be updated on the FY 2024/25 Public Art projects and informed of the plans for the FY 2025/26 & 2026/27 Public Art projects and programs.

BACKGROUND

The Art in Public Places Bucket was established in FY 2018/19 through the Community Enhancement & Investment Fund (CEIF) to support public art projects across the City of Rancho Cordova. The program was further guided by the city's Arts Strategic Plan adopted in FY 2019/20, which reinforces the role of public art in strengthening community identity, enhancing public spaces, and ensuring opportunities are inclusive and accessible.

Since the program's inception, the city has invested in a range of public art projects citywide—including utility box wraps, murals, mosaics, and temporary installations—to expand access to arts experiences in everyday places. These investments total approximately \$250,000 and have supported 26 utility box wraps, five murals, one mosaic, and ten temporary art installations.

Most recently, the FY 2024/25 Art in Public Places program advanced a "test and learn" approach focused on temporary public art that supports placemaking, community engagement, accessibility, and transportation safety. This work included three Lincoln Village Asphalt Art Murals and pilot installations of Sidewalk Poetry (two locations) and Placemaking Words (one location). The Lincoln Village asphalt art effort was delivered through close coordination across city departments and partnerships with local artists and community organizations, and it culminated in a community paint day on Spring Service Day, May 17, 2025 following Council discussion on January 6, 2025. The effort leveraged the passion of 75 community volunteers to paint with 100 gallons of paint in order to install the three asphalt art murals while the streets were closed for 15 hours. Lessons learned from planning, outreach, and paint day

implementation were documented to strengthen future projects, including refining timelines, clarifying messaging, and deepening early engagement with partners and residents.

Looking ahead, the city is positioned to build on this momentum through a National Endowment for the Arts' OurTown grant we've received, which will fund both an update to the city's Arts Strategic Plan and the city's first artist-in-residence program at the Zinfandel Bicycle and Pedestrian Overcrossing (ZinBPOC). The Arts Strategic Plan Update will refresh the 2019 plan into a more actionable framework with goals, metrics, and clearer processes for delivering and sustaining public art over time, supported by community engagement and a return to Council for consideration and adoption. The FY 2025/26 & 2026/27 Art in Public Places bucket will be allocated to support the Arts Strategic Plan Update and the artist-in-residence program.

FISCAL IMPACT AND FUNDING SOURCE

The budget for Community Enhancement & Investment Fund (CEIF) - Art in Public Places bucket for Fiscal Year 2025/26 was approved at \$50,000 and planned at \$50,000 for Fiscal Year 2026/27. In addition, the city received a \$95,000 National Endowment for the Arts (NEA) Our Town grant to support the Arts Strategic Plan Update and the Artist-in-Residence Program which are estimated to cost \$345,000. Funding for the Arts Strategic Plan Update and Artist-in-Residence Program will be funded by the NEA Our Town grant in the amount of \$95,000, the CEIF Art in Public Places buckets for FY 2025/26 & 2026/27 in the amount of \$100,000 and the general fund in the amount of \$150,000.

ATTACHMENT(S)

1. Presentation

FY 25 - 27 ART IN PUBLIC PLACES

February 2, 2026



OUTLINE

**FY 25
Projects**

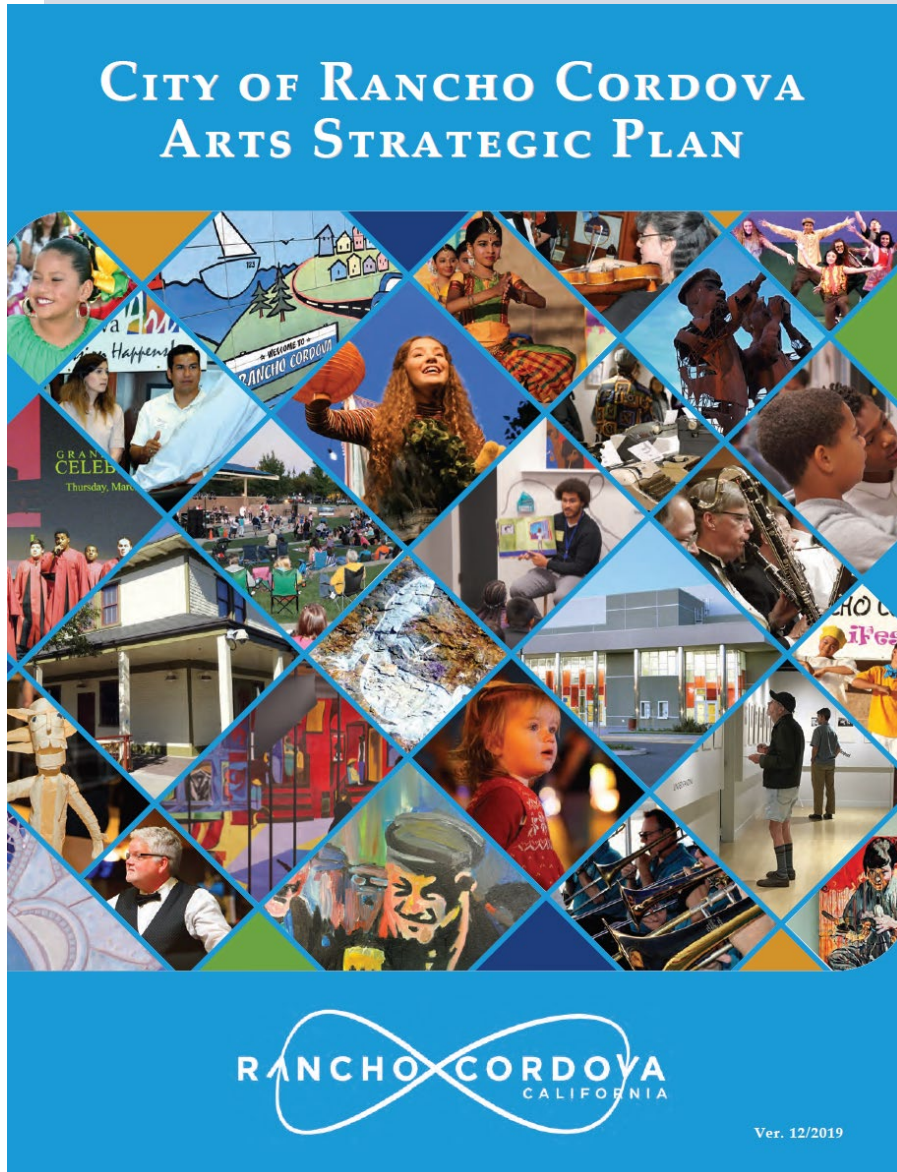


**FY 26 & FY 27
Projects**



Next Steps

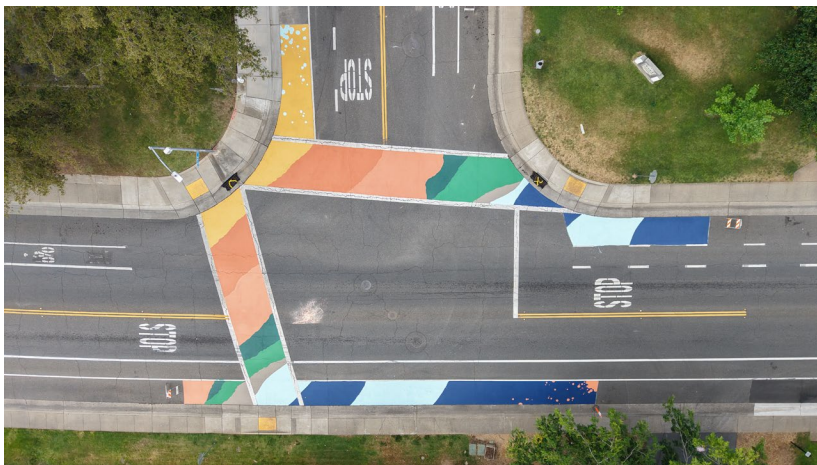
ARTS STRATEGIC PLAN PROGRESS SINCE 2019



Accomplishments

- ✓ Annual calendar of arts events
- ✓ Increased Rancho Cordova Arts Council capacity
- ✓ Identified facility needs for performing arts
- ✓ Inventory of performing arts facility
- ✓ Built volunteer base for arts events
- ✓ City Hall improvements supporting performances
- ✓ Utility box art wrap program
- ✓ Full utilization of the MACC
- ✓ Community art events / activities
- ✓ Promoted installation of art in the community

FY 25 PROJECTS: TEMPORARY LINCOLN VILLAGE ASPHALT ART MURALS







PROJECT #2

SIDEWALK POETRY x2 & PLACEMAKING WORDS x2



FUTURE OPPORTUNITIES

FY26 – FY27



NATIONAL ENDOWMENT for the ARTS

 arts.gov



OurTown Grant

- Most prestigious creative placemaking grant program
- Supports projects that integrate arts, culture, and design
- Strengthens communities long-term through art

OurTown grant will fund

1. Arts Strategic Plan consultant
2. City's first artist-in-residency program at the ZinBPOC

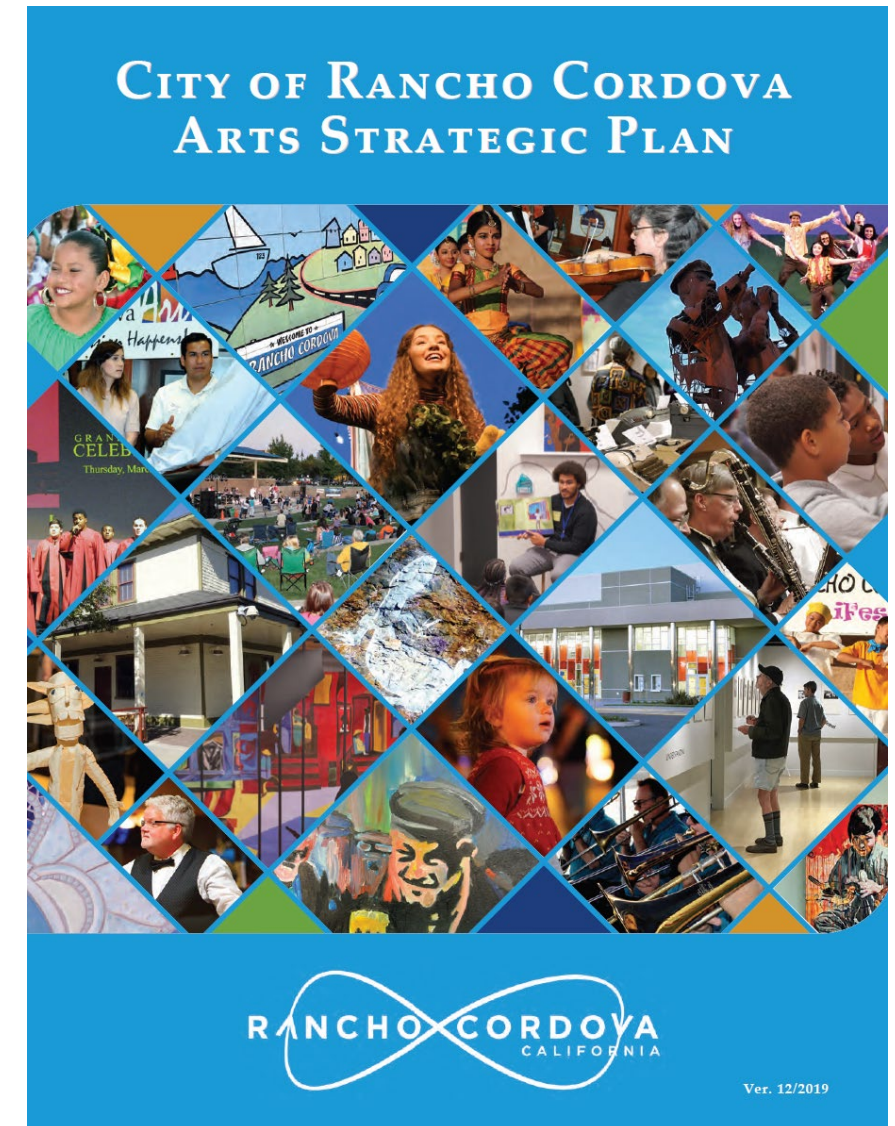
Arts Strategic Plan Update

Update of a 5+ year plan

- Include actionable priorities, goals and metrics
- Public art processes, roles and evaluation
- Maintenance plan

How we will develop it

- Released competitive RFP
- Currently evaluating consultants
- Engage public & arts community



Zin BPOC Artist residency



- **City's first artist-in-residence program**
- **Six artists creating temporary public art**
- **Artist support and professional development**
- **Community-centered and place-based**
- **Builds capacity for future temporary public art**
- **Elevate local arts organizations and artists**

A look ahead: 2026 & 2027

2026

- Launch ZinBPOC artist residencies
- Conduct community engagement for Arts Strategic Plan update
- Draft Arts Strategic Plan and update Council

2027

- Fabricate and install temporary public artworks
- Finalize Arts Strategic Plan update
- Council adopts Arts Strategic Plan update

