

April 13, 2020 – City Council Regular Meeting – 7:00 p.m.



City Council Chamber
390 Towne Centre Drive
Lathrop, California
(209) 941-7200
www.ci.lathrop.ca.us

City Council

Sonny Dhaliwal, Mayor
Martha Salcedo, Vice Mayor
Paul Akinjo
Diane Lazard
Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, City Clerk
Glenn Gebhardt, City Engineer
Michael King, Public Works Director
Cari James, Finance & Administrative
Services Director
Mark Meissner, Community
Development Director
Zachary Jones, Parks & Recreation
Director
Ryan Biedermann, Chief of Police

General Order of Business

1. Preliminary
 - Call to Order
 - Closed Session
 - Roll Call
 - Invocation
 - Pledge of Allegiance
 - Announcements by Mayor/City Mgr.
 - Informational Items
 - Declaration of Conflict of Interest
2. Presentations
3. Citizen's Forum
4. Consent Calendar
5. Scheduled Items
 - Public Hearings
 - Appeals
 - Referrals and Reports from Commissions and Committees
 - All Other Staff Reports and/or Action Items
 - Study Sessions
6. Council Communications
7. Adjournment

Order of Discussion

Generally, the order of discussion after introduction of an item by the Mayor will include comments and information by staff followed by City Council questions and inquiries. The applicant, or their authorized representative, or interested residents, may then speak on the item; each speaker may only speak once to each item. At the close of public discussion, the item will be considered by the City Council and action taken.

Consent Calendar

Items on the Consent Calendar are considered to be routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Councilmember or interested resident so requests, in which case the item will be removed from the Consent Calendar and considered separately.



APRIL 13, 2020 – Regular Meeting Agenda – 7:00 p.m.



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Pursuant to the Governor's Executive Order N-25-20

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Council Members to attend City Council meetings telephonically/teleconference. Please be advised that some, or all, of the City of Lathrop City Council Members may attend this meeting virtually/telephonically. **This meeting will be available by video/teleconference via Cisco Webex at the following link:**

- ✚ Event address for attendees (**copy and paste link on browser**):
<https://cityoflathrop.webex.com/cityoflathrop/onstage/g.php?MTID=ebf006a49804216234e7252c32d6850ab>
- ✚ First time Cisco Webex user, please register at the bottom of the page, at least one (1) hour prior to the meeting.

Public Participation (video/teleconference via Cisco Webex):

Attendance by video/teleconference is not mandatory. However, in accordance with Executive Order N-25-20, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, remote public participation is allowed in the following ways:

- Council Meetings are live-streamed on Comcast Cable Channel 97 and on the City's website at <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>
- Public comment/questions will be accepted by email to City Clerk Teresa Vargas at Tvargas@ci.lathrop.ca.us
- In order to allow the City Council adequate time to review questions and comments, please submit written questions or comments by 3:00 p.m., on the day of the meeting.
- During the meeting those joining by teleconference (Cisco Webex link listed above), will be allowed to speak prior to the close of public comment on an item, and read into the record during public comment. If you are using this method, send a "chat" message to the City Clerk (meeting host) indicating the item number you wish to speak on.

If you have travelled internationally and/or you have had direct contact with someone who has travelled internationally or tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, difficulty breathing or other flu-like symptoms, please DO NOT ATTEND this meeting in person.

If you are in the group of individuals who may be most vulnerable to COVID-19, including older adults and those with underlying health conditions, including but not limited to heart disease, lung disease, immune-compromised, diabetes, or other conditions that could interfere with your ability to fight COVID-19, please consider carefully before attending this meeting in person and keep a six-foot distance from others as much as possible.

Addressing the Council (in person participation)

Any person may speak once on any item under discussion by the City Council after receiving recognition by the Mayor. Purple speaker cards will be available prior to and during the meeting. To address City Council, a card must be submitted to the City Clerk indicating name, address and number of the item upon which a person wishes to speak. When addressing the City Council, please walk to the lectern located in front of the City Council.

State your name and address. In order to ensure all persons, have the opportunity to speak, a time limit will be set by the Mayor for each speaker (see instructions on speaker form). In the interest of time, each speaker may only speak once on each individual agenda item; please limit your comments to new material; do not repeat what a prior speaker has said. If you challenge the nature of a proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Citizen's Forum (in person participation)

Any person desiring to speak on a matter which is not scheduled on this agenda may do so under the Citizen's Forum section. Please submit your purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen's Forum will be called upon to speak. Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item which does not appear on the agenda, unless the item meets stringent statutory requirements. The Mayor will limit the length of your presentation (see instructions on speaker form) and each speaker may only speak once on this agenda item.

To leave a voice message for the Mayor and all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for the Mayor and all Councilmembers simultaneously email: citycouncil@ci.lathrop.ca.us

This City Council Agenda and meeting materials can be accessed by computer or any smart device at: <https://www.ci.lathrop.ca.us/meetings>

LIVE STREAMING & CLOSED CAPTIONING – Available, please visit the City Council Webpage: <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

Information

Copies of the Agenda are available in the lobby at the Lathrop City Hall, 390 Towne Centre Drive, Lathrop, on Thursday preceding a regularly scheduled City Council meeting. Supplemental documents relating to specific agenda items are available for review in the City Clerk's Office. This agenda was posted at the following locations: City Hall, Community Center, Generations Center, Senior Center, and the Lathrop-Manteca Fire District "J" Street and Somerston Parkway Offices. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97.

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility and/or accommodations to this meeting. [28 CFR 35.102-35.104 ADA Title II] Interested persons must request the accommodation at least 2 working days in advance of the meeting by contacting the City Clerk at (209) 941-7230. Information about the City or items scheduled on the Agenda may be referred to:

Address: City of Lathrop City Clerk
390 Towne Centre Drive, Lathrop, CA 95330
Telephone: (209) 941-7230

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 13, 2020
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be no Closed Session. The Regular Meeting will commence at 7:00 p.m. Session, whichever is later.

1. PRELIMINARY

- 1.1 CALL TO ORDER
- 1.2 ROLL CALL
- 1.3 INVOCATION
- 1.4 PLEDGE OF ALLEGIANCE
- 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER
- 1.6 INFORMATIONAL ITEM(S) – None
- 1.7 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS - None

3. CITIZEN'S FORUM

Any person desiring to speak on a matter which is not scheduled on this agenda may do so under Citizen's Forum. Please submit a purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen's Forum will be called upon to speak. Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item which does not appear on the agenda, unless the item meets stringent statutory requirements.

The City Council can, however, allow its members or staff to briefly (no more than five (5) minutes) respond to statements made, to ask questions for clarification, make a brief announcement or report on his or her own activities. (See California Government Code Section 54954.2(a)). Unless directed otherwise by a majority of the City Council, all questions asked and not answered at the meeting will be responded to in writing within 10 business days. ALL PUBLIC COMMENTS MUST BE MADE IN COMPLIANCE WITH THE LATHROP CITY COUNCIL HANDBOOK OF RULES AND PROCEDURES!!

4. CONSENT CALENDAR

Items on the Consent Calendar are considered to be routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless the Mayor, Councilmember, or citizen so requests, in which event the item will be removed from the Consent Calendar and considered separately.

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVE RESOLUTION DECLARING SIX POLICE VEHICLES AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL BY AUCTION
Adopt Resolution Declaring Six Police Vehicles as Surplus Property and Authorizing Disposal by Auction
- 4.3 CREATE CIP GG 20-22 FOR CITY HALL PARKING LOT IMPROVEMENTS
Adopt Resolution Approving the Creation of CIP GG 20-22 for City Hall Parking Lot Improvements and Related Budget Amendment
- 4.4 APPROVE CONSTRUCTION CONTRACT FOR LATHROP GENERATION CENTER PARKING LOT CIP PK 20-01
Adopt Resolution Approving a Construction Contract with McFadden Construction, Inc. for the Construction of Lathrop Generation Center Parking Lot CIP PK 20-01 and Related Budget Amendment
- 4.5 APPROVE CONSTRUCTION CONTRACT FOR RETAINING WALL LANDSCAPING CIP GG 10-17
Adopt Resolution Approving a Construction Contract with Odyssey Landscaping Company, Inc. for the Construction of the Retaining Wall Landscaping CIP GG 10-17
- 4.6 APPROVE CONSTRUCTION CONTRACT FOR SANITARY SEWER PUMP STATION UPGRADES, PURSUANT TO WOODFIELD SEWER PUMP STATION UPGRADES CIP WW 19-01, AND RELATED BUDGET AMENDMENT
Adopt Resolution Approving a Construction Contract with GSE Construction Company Inc. for Woodfield Sewer Pump Station Upgrades CIP WW 19-01 and Related Budget Amendment
- 4.7 RATIFY CONTRACTS WITH ASCENT AND KPFF FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT
Adopt Resolution Ratifying the City Manager's Action to Execute Professional Service Agreements with Ascent Environmental and KPFF for CIP WW 20-17 Surface Water Discharge Project and Approving Related Budget Amendment

- 4.8 ACCEPT IMPROVEMENTS FROM COLLINS ELECTRICAL COMPANY, INC. FOR THE SPARTAN WAY LIGHTED CROSSWALK WARNING SYSTEM CIP PS18-02
Adopt Resolution Accepting Improvements from Collins Electrical Company, Inc. for the Spartan Way Lighted Crosswalk Warning System CIP PS 18-02 and Authorizing the Filing of a Notice of Completion
- 4.9 ACCEPT A QUITCLAIM DEED FOR PIPELINE CONSTRUCTED WITHIN CITY RIGHT-OF-WAY LOCATED ADJACENT TO TESLA DRIVE AND HARLAN ROAD
Adopt Resolution Accepting a Quitclaim Deed for Pipeline Constructed within City Right-of-Way located (APNs 198-120-08 / 198-140-16) adjacent to Tesla Drive and Harlan Road
- 4.10 FISCAL YEAR 2020-21 PROJECT LIST ASSOCIATED WITH SENATE BILL 1
Adopt a Resolution Approving Project List for Fiscal Year 2020-21 Funded by Senate Bill 1 (SB 1) the Road Repair and Accountability Act of 2017 and Related Budget Amendment

RIVER ISLANDS CONSENT ITEM(S)

- 4.11 SECOND READING AND ADOPTION OF ORDINANCE 20-414 BY TITLE ONLY AMENDING LATHROP MUNICIPAL CODE ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM RESIDENTIAL LOW TO RESIDENTIAL MEDIUM AND MIXED USE FOR THE RIVER ISLANDS PHASE 1 PROJECT (REZ-19-132)
Waive Full Reading and Adopt Ordinance 20-414 By Title Only Approving an Ordinance of the City Council of the City of Lathrop Approving a Zoning Map Amendment for The River Islands Phase 1 Project (Rez-19-132)
- 4.12 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MACKAY & SOMPS CIVIL ENGINEERS, INC. FOR ENGINEERING AND SURVEYING SERVICES
Adopt Resolution Approving a Professional Services Agreement with MacKay & Soms Civil Engineers, Inc. to Provide Civil Engineering and Surveying Services Associated with River Islands Parkway Widening Project CIP PS 06-06
- 4.13 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 120 UNITS (16 LOTS) IN TRACT 4022 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 4022 Village "CC" within the Lakeside East District of River Islands, totaling 120 Single Family Attached Condominium Units (16 Lots), and a Subdivision Improvement Agreement with River Islands Development, LLC, and City of Lathrop Annexation No. 11 CFD

5. SCHEDULED ITEMS – None

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Central Valley Executive Committee/LOCC (Akinjo/Salcedo)*
- *Council of Governments (Dhaliwal/Lazard)*
- *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
- *Reclamation District 17 Joint Powers Authority (Salvatore)*
- *San Joaquin Partnership Board of Directors (Salvatore)*
- *San Joaquin County Commission on Aging (Zavala)*
- *San Joaquin Valley Air Pollution Control District (Akinjo/Dhaliwal)*
- *Water Advisory Board (Torres-O'Callaghan/Lazard)*
- *Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo)*
- *San Joaquin Area Flood Control Agency (Akinjo & Lazard)*

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC
City Clerk

**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **RESOLUTION DECLARING SIX POLICE VEHICLES AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL BY AUCTION**

RECOMMENDATION: **Adopt Resolution Declaring Six Police Vehicles as Surplus Property and Authorizing Disposal by Auction**

SUMMARY:

The City's Police Services Division has replaced six vehicles that have reached their useful life or the cost of repairs exceeds their value. Staff recommends that Council declare the six vehicles to be surplus property and authorize disposition by auction pursuant to City policy.

BACKGROUND:

The City updated its policy regarding disposition of surplus property on December 1, 2014 pursuant to Resolution 15-3976. This policy allows for declaration of vehicles as surplus property when they have reached the end of their useful life or the cost of repairs surpasses the value of those vehicles. Staff recommends that six police vehicles, as listed below, be declared as surplus in accordance with this policy.

05-875	2005 Ford	Taurus	1FAFP53U75A285661
14-360	2014 Chevrolet	Caprice	6G3NS5R27EL953766
14-367	2014 Chevrolet	Caprice	6G3NS5R26EL953855
14-363	2014 Chevrolet	Caprice	6G3NS5R54EL953696
14-366	2014 Chevrolet	Caprice	6G3NS5R26EL926378
14-878	2014 Dodge	Charger	3C3CDXAG5EH150862

The above listed vehicles have reached the end of their useful life and have been replaced.

According to City policy, if the market value of surplus items is greater than \$5,000, the Purchasing Officer shall present the listing of such assets to the City Council for action regarding their declaration as surplus. It has been determined that the six police vehicles could have a combined value greater than \$5,000. Therefore, these vehicle are presented to Council to be declared surplus and sold by auction.

REASON FOR RECOMMENDATION:

Pursuant to City policy, at least once a year each Department Head shall conduct a review of inventory, good and supplies utilized by that department and shall determine what items have become surplus. Lathrop Police Services staff has replaced six vehicles which are ready to be declared as surplus.

CITY MANAGERS REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING
RESOLUTION DECLARING SIX POLICE VEHICLES SURPLUS PROPERTY AND
AUTHORIZING DISPOSAL BY AUCTION

PAGE 2

FISCAL IMPACT:

Any net revenues from the sale of the surplus vehicles will be returned to the City's general fund account 1010-40-10-363-01-00.

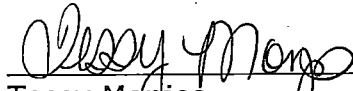
ATTACHMENTS:

- A. Resolution Declaring Six Police Vehicles Surplus Property and Authorizing Disposal by Auction

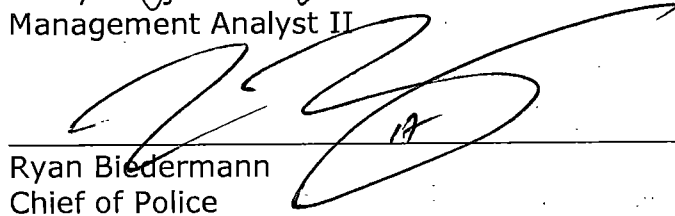
CITY MANAGERS REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING
RESOLUTION DECLARING SIX POLICE VEHICLES SURPLUS PROPERTY AND
AUTHORIZING DISPOSAL BY AUCTION

PAGE 3

APPROVALS:


Tessy Monjes
Management Analyst II

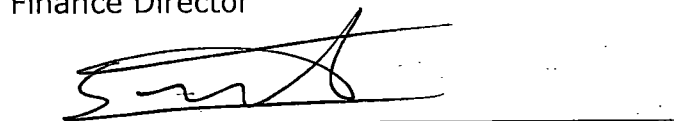
3-30-2020
Date


Ryan Biedermann
Chief of Police


3/30/20
Date


Cari James
Finance Director

3/31/2020
Date


Salvador Navarrete
City Attorney

3.23.2020
Date


Stephen J. Salvatore
City Manager

4.1.2020
Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
DECLARING SIX POLICE VEHICLES SURPLUS PROPERTY AND
AUTHORIZING DISPOSAL BY AUCTION**

WHEREAS, the City of Lathrop has a policy that allows for the disposal of equipment and inventory with City Council approval; and

WHEREAS, the City has replaced six police vehicles which have reached their useful life; and

WHEREAS, the City Council has reviewed the following list of surplus vehicles:

05-875	2005 Ford	Taurus	1FAFP53U75A285661
14-360	2014 Chevrolet	Caprice	6G3NS5R27EL953766
14-367	2014 Chevrolet	Caprice	6G3NS5R26EL953855
14-363	2014 Chevrolet	Caprice	6G3NS5R54EL953696
14-366	2014 Chevrolet	Caprice	6G3NS5R26EL926378
14-878	2014 Dodge	Charger	3C3CDXAG5EH150862

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby declare the above listed police vehicles to be surplus City property and authorizes their disposal by auction sale.

The foregoing resolution was passed and adopted this 13th day of April, 2020,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

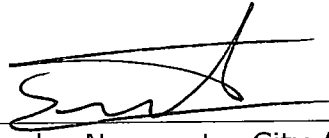
ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **CREATE CIP GG 20-22 FOR CITY HALL
PARKING LOT IMPROVEMENTS**

RECOMMENDATION: **Adopt Resolution Approving the Creation of
CIP GG 20-22 for City Hall Parking Lot
Improvements and Related Budget
Amendment**

SUMMARY:

The City Hall parking lot is in need of preventative maintenance including an asphalt slurry seal, striping, and signage. In addition to the maintenance work, staff has identified some improvements that will increase the service to residents, increase safety, improve regulatory compliance and complete portions of Capital Improvement Project (CIP) GG 19-10 Solar Energy Project Phase II. Staff recommends performing the maintenance work and improvements at the same time due to similar project schedules, similar scopes of work, and cost savings associated with performing the work concurrently.

Staff requests City Council approve the creation of CIP GG 20-22 for City Hall Parking Lot Improvements and a related budget amendment. Creating a CIP and allocating funds will allow staff to start design work and return to Council when a construction contract is ready to award.

BACKGROUND:

In July of 2005, City Hall relocated to its current site. After 15 years, the parking lot is in need of preventative maintenance work. Maintenance work includes removal of the existing striping, crack sealing, application of a slurry seal, replacement of faded signs, and installation of new striping for parking stalls and curbs. Application of a slurry seal is a cost effective method for extending the life of pavement up to 10 years depending on traffic and weather. If the parking lot does not receive preventative maintenance work in the near future, the existing pavement will deteriorate and require a more costly method of maintenance or possibly replacement.

Staff has identified some improvements that will increase service to residents, increase safety, improve regulatory compliance and complete portions of CIP GG 19-10 Solar Energy Project. Improvements include additional parking stalls under the new solar panels, access improvements for Americans with Disabilities Act (ADA) compliance, charging stations for electric vehicles, upgraded irrigation system and landscaping for water conservation efforts, and fencing for improved safety of City vehicles and equipment.

**CITY MANAGER'S REPORT
APRIL 13, 2020, CITY COUNCIL REGULAR MEETING
CREATE CIP GG 20-22 FOR CITY HALL PARKING IMPROVEMENTS**

PAGE 2

REASON FOR RECOMMENDATION:

The parking lot is in need of preventative maintenance to extend its useful life. Staff has identified some improvements that will increase service to residents, increase safety, improve regulatory compliance and complete portions of CIP GG 19-10 Solar Energy Project. Staff recommends performing the maintenance work and improvements at the same time due to similar project schedules, similar scopes of work, and cost savings associated with performing the work concurrently.

Prior to starting work, a CIP should be created and funds allocated.

FISCAL IMPACT:

The total estimated cost for the City Hall maintenance work and improvements is \$500,000. Funds are available in the Landscape Reserve Account. Staff requests City Council approve the creation of CIP GG 20-22 and a budget amendment transferring \$500,000 from the Landscape Reserves Fund 1010 as follows:

<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$500,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 20-22	\$500,000
<u>Increase Expenditures</u>		
3010-8000-420-1200	GG 20-22	\$500,000
<u>Decrease Reserve</u>		
1010-251-07-00		\$500,000

ATTACHMENT:

- A. Resolution Approving the Creation of CIP GG 20-22 City Hall Parking Lot Improvements and Related Budget Amendment

**CITY MANAGER'S REPORT
APRIL 13, 2020, CITY COUNCIL REGULAR MEETING
CREATE CIP GG 20-22 FOR CITY HALL PARKING IMPROVEMENTS**


PAGE 3

APPROVALS:



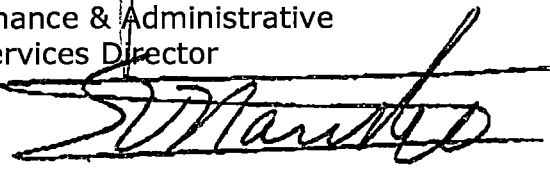
Michael King
Public Works Director

3.31.2020
Date



Cari James
Finance & Administrative
Services Director

4/2/2020
Date



Salvador Navarrete
City Attorney

4/1/2020
Date



Stephen J. Salvatore
City Manager

4.7.2020
Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE CREATION OF CIP GG 20-22 FOR CITY HALL PARKING LOT
IMPROVEMENTS AND RELATED BUDGET AMENDMENT**

WHEREAS, the City Hall parking lot is in need of preventative maintenance work; and

WHEREAS, staff has identified some improvements that will increase the service to residents, increase safety, improve regulatory compliance and complete portions of Capital Improvement Project (CIP) GG 19-10 Solar Energy Project Phase II; and

WHEREAS, staff recommends performing the maintenance work and improvements at the same time due to similar project schedules, similar scopes of work, and cost savings associated with performing the work concurrently; and

WHEREAS, creating a CIP and allocating funds will allow staff to start design work and return to Council when a construction contract is ready to award; and

WHEREAS, the total estimated cost for the City Hall maintenance work and improvements is \$500,000 and funds are available in the Landscape Reserve Account for these improvements; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the creation of CIP GG 20-22 for City Hall Parking Lot Improvements; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve the following budget amendment from the Landscape Reserves Fund 1010 to cover the cost of the improvements:

<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$500,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 20-22	\$500,000
<u>Increase Expenditures</u>		
3010-8000-420-1200	GG 20-22	\$500,000
<u>Decrease Reserve</u>		
1010-251-07-00		\$500,000

The foregoing resolution was passed and adopted this 13th day of April 2020,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

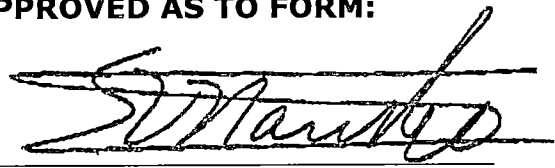
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE CONSTRUCTION CONTRACT FOR
LATHROP GENERATION CENTER PARKING LOT
CIP PK 20-01**

RECOMMENDATION: **Adopt Resolution Approving a Construction
Contract with McFadden Construction, Inc. for
the Construction of Lathrop Generation Center
Parking Lot CIP PK 20-01 and Related Budget
Amendment**

SUMMARY:

Lathrop Generation Center Parking Lot Capital Improvement Project (CIP) PK 20-01 is located on the south side of Spartan Way across from Lathrop High School. The plans for this project were completed by MacKay & Soms Civil Engineers, Inc. in February 2020 and the specifications were completed by staff in March 2020. The bid solicitation package was advertised on March 13, 2020, according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060.

A total of seven bids were received and opened by the City Clerk on April 2, 2020. Based on review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be McFadden Construction, Inc. (McFadden), with a bid amount of \$359,976.

Staff requests the City Council approve a construction contract with McFadden for Lathrop Generation Center Parking Lot CIP PK 20-01 in the amount of \$359,976 plus a 10% construction contingency in the amount of \$35,998, for a total cost not to exceed \$395,974.

This project was initially allocated \$225,000 at its approval in Fiscal Year 2019/20, and project costs for Preliminary Engineering totaling \$54,400 have already been incurred. This project's construction estimate of \$395,974 and the cost-to-date of \$54,400 total \$450,374.

Therefore, staff also requests City Council approve a budget amendment transferring \$225,000 from the Measure C Fund (1060) to the General CIP Fund (3010) for a total project funding of \$450,000.

BACKGROUND:

For Fiscal Year 2019 / 2020, City Council approved the creation of Lathrop Generation Center Parking Lot CIP PK 20-01. The project will construct additional onsite parking for the Lathrop Generation Center and will expand parking for neighborhood events and picnic site reservations.

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING**APPROVE CONSTRUCTION CONTRACT FOR LATHROP GENERATION CENTER
PARKING LOT CIP PK 20-01 AND RELATED BUDGET AMENDMENT**

The Lathrop Generation Center is a community center featuring various amenities for physical activity and leisure, and is a venue to host community gatherings such as the City's Anniversary Celebration and senior and youth events. For some of the larger events, the current parking capacity of approximately 100 spaces has been insufficient.

The proposed project will construct a parking lot with 78 additional parking spaces that includes four (4) ADA-compliant parking spaces. Other elements of the project include storm drainage improvements, underground conduits for future lighting and landscape irrigation, and concrete sidewalk along the perimeter of the parking lot. The proposed parking lot will be accessed directly via Locomotive Street, which has already been constructed.

The plans for this project were completed by MacKay & Soms Civil Engineers, Inc. in February 2020 and the specifications were completed by staff in March 2020. The bid solicitation package was advertised on March 13, 2020, according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060. A total of seven bids were received and opened by the City Clerk. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
McFadden Construction, Inc.	\$359,976
Central Valley Asphalt	\$362,353
A. M. Stephens Construction Company, Inc.	\$380,868
Sinclair General Engineering Construction, Inc.	\$402,594
Pacific Coast General Engineering, Inc.	\$409,308
B&M Builders, Inc.	\$559,865
Saboo, Inc.	\$800,945

Staff reviewed bids and determined that the lowest responsive and responsible bidder is McFadden Construction, Inc. Staff requests City Council adopt a resolution approving a construction contract with McFadden Construction, Inc., in the amount of \$359,976. Staff also requests City Council authorize a 10% construction contingency of \$35,998 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$395,974.

REASON FOR RECOMMENDATION:

This project will benefit users of the Generation Center primarily by providing more onsite parking, reducing the necessity for drop offs and walking from offsite parking. The additional parking lot will also expand parking for neighborhood events and picnic site reservations.

Based on the review of bids received, McFadden Construction, Inc. was determined to be the lowest responsive and responsible bidder.

CITY MANAGER'S REPORT
APRIL 13, 2020, CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR LATHROP GENERATION CENTER
PARKING LOT CIP PK 20-01 AND RELATED BUDGET AMENDMENT

PAGE 3

FISCAL IMPACT:

The proposed contract with McFadden Construction, Inc. is for \$359,976. A 10% construction contingency is requested in the amount of \$35,998 for a total cost not to exceed \$395,974. When City Council approved the CIP budget for Fiscal Year 19/20, PK 20-01 was allocated \$225,000. At the February 11, 2020, Measure C Oversight Committee Meeting, staff made the Committee aware of this project. Staff will return to the Committee for ratification of the expenditure to be in conformance with the intent of Measure C.

The cost of existing agreements with MacKay & Somps, Engeo, and KLA is \$54,400 and the cost of the construction of the project is \$395,974, for a total cost of \$450,374. Therefore, staff requests City Council approve a budget amendment transferring \$225,000 from Measure C Fund (1060) to the General CIP Fund (3010) as follows:

<u>Increase Transfer Out</u>		
1060-99-00-990-9010		\$225,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	PK20-01	\$225,000
<u>Increase Appropriation</u>		
3010-8000-420-1200	PK 20-01	\$225,000

ATTACHMENTS:

- A. Resolution Approving a Construction Contract with McFadden Construction, Inc. for the Construction of Lathrop Generation Center Parking Lot CIP PK 20-01 and Related Budget Amendment
- B. Construction Contract with McFadden Construction, Inc. for the construction of Lathrop Generation Center Parking Lot CIP PK 20-01
- C. Project Location Map of Lathrop Generation Center Parking Lot CIP PK 20-01

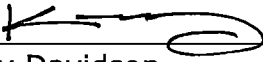
CITY MANAGER'S REPORT

PAGE 4

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING

**APPROVE CONSTRUCTION CONTRACT FOR LATHROP GENERATION CENTER
PARKING LOT CIP PK 20-01 AND RELATED BUDGET AMENDMENT**

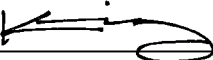
APPROVALS:



Jay Davidson
Principal Engineer

4.6.2020


Date



Michael King
Public Works Director

3.26.2020

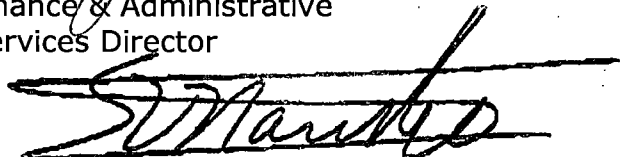
Date



Cari James
Finance & Administrative
Services Director

4/6/2020


Date



Salvador Navarrete
City Attorney

3/30/2020

Date



Stephen J. Salvatore
City Manager

4.7.2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONSTRUCTION CONTRACT WITH MCFADDEN CONSTRUCTION, INC. FOR THE CONSTRUCTION OF LATHROP GENERATION CENTER PARKING LOT CIP PK 20-01 AND RELATED BUDGET AMENDMENT

WHEREAS, in 2019 City Council approved creation of Lathrop Generation Center Parking CIP PK 20-01 located on the south side of Spartan Way across from Lathrop High School; and

WHEREAS, the plans for the project were completed by MacKay & Soms Civil Engineers, Inc. in February 2020. Specifications were completed by staff in March 2020, and were advertised for bid on March 13, 2020, according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060; and

WHEREAS, a total of seven bids were received and opened by the City Clerk on April 2, 2020; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be McFadden Construction, Inc. (McFadden), with a bid amount of \$359,976; and

WHEREAS, staff requests the City Council approve a construction contract with McFadden for the project in the amount of \$359,976; and

WHEREAS, staff also requests City Council authorize a 10% construction contingency in the amount of \$35,998 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$395,974; and

WHEREAS, sufficient funds were not allocated in the adopted FY 19/20 Budget. As a result, staff requests City Council approve a budget amendment transferring \$225,000 from Measure C Fund (1060) to the General CIP Fund (3010) in order to have the necessary funds to pay for the project as follows:

<u>Increase Transfer Out</u>		
1060-99-00-990-9010		\$225,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	PK20-01	\$225,000
<u>Increase Appropriation</u>		
3010-8000-420-1200	PK 20-01	\$225,000

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with McFadden for Lathrop Generation Center Parking Lot CIP PK 20-01 for a cost of \$359,976; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$35,998 for a total cost not to exceed \$395,974 for Lathrop Generation Center Parking Lot CIP PK 20-01, and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment for Lathrop Generation Center Parking Lot CIP PK 20-01 by transferring \$225,000 from the Measure C Fund (1060) to the General CIP Fund (3010).

The foregoing resolution was passed and adopted this 13th day of April 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

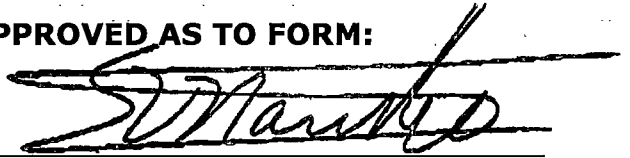
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'S. Navarrete', is written over a horizontal line.

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

SECTION 00500

Generations Center Parking Lot

CONTRACT

CIP PK 20-01

CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter "Contract"), dated this ____ day of _____, 2020, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City"), and **McFadden Construction, Inc.**, (hereinafter "Contractor"), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. Time of Completion. The Contractor shall commence work under this Contract on or before the ten (10) working days after receiving written Notice to Proceed from the City and shall fully complete all work within **thirty-five (35) working days** after the Notice to Proceed, subject to provisions contained in the Construction Documents relating to extension of time. The Contractor shall, at all times during the continuance of the Contract, prosecute the work with such force and equipment as are sufficient to complete it within the time specified.
3. General Scope of Project and Work. Construction Documents for **Lathrop Generations Center Parking Lot CIP PK 20-01** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The Work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to grading, construction of curb & gutter, storm drain and parking lot, removal and replacement of sidewalk with accessible curb ramps, installation of parking lot signage and striping, and any task necessary to accomplish the aforementioned tasks.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices submitted by the Contractor and provisions contained in these Construction Documents.

Base Bid Total: \$ 359,976 (Three Hundred Fifty Nine Thousand Nine Hundred Seventy Six Dollars)

4. Construction Documents. This Contract shall include the Construction Documents: Project Specifications, Project Plans, and addenda (hereby incorporated by reference) and **Exhibit "A"**, Contractor's Submitted Bid Item List. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.
5. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
6. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 (Certification of Insurance) of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
7. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
8. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss,

damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

9. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
10. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) **Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If

any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, 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 him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms

provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards

or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

11. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
12. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award

SECTION 00500

Generations Center Parking Lot

CONTRACT

CIP PK 20-01

the Contract to Contractor;

- (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
13. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
14. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
15. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
16. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
Public Works Department

SECTION 00500

Generations Center Parking Lot

CONTRACT

CIP PK 20-01

390 Towne Centre Drive
Lathrop, CA 95330

PHONE: (209) 941-7430
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____
Phone: _____
Fax: _____
ATTN: _____

17. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 4 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

- (10) **Provision.** Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) **Resolution.** Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) **Status of Contractor.** In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) **Successors and Assigns.** The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) **Time of the Essence.** Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) **Recovery of costs.** The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) **Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.**

- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:**EXHIBIT A: Contractor's Submitted Bid Item List**

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

SECTION 00500

LATHROP GENERATIONS CENTER PARKING LOT
CIP # PK 20-01

CONTRACT

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

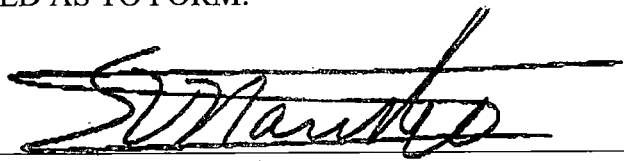
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Public Works Director

APPROVED:

By: _____
Stephen Salvatore, City Manager

(END OF SECTION)

EXHIBIT "A"
Contractor's Submitted Bid Item List

SECTION 00300

LATHROP GENERATIONS CENTER PARKING LOT
CIP # PK 20-01

BID PROPOSAL FORMS

LATHROP GENERATIONS CENTER PARKING LOT, CIP# PK 20-01
BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization	1	LS	34,000. ⁰⁰	34,000. ⁰⁰
2	Rough Grading	1,130	CY	23. ⁸⁰	26,894. ⁰⁰
3	SCH 40 4" conduit sleeves	555	LF	11. ⁵⁰	6,382. ⁵⁰
4	15" PVC Storm Drain	389	LF	65. ⁰⁰	25,285. ⁰⁰
5	Type II SD Curb Inlet (Std. D-7)	5	EA	3,000. ⁰⁰	15,000. ⁰⁰
6	Connect to Existing Storm Drain	1	LS	1,000. ⁰⁰	1,000. ⁰⁰
7	Remove Existing Sidewalk	481	SF	2. ⁷⁵	1,322. ⁷⁵
8	Vertical Curb	675	LF	57. ¹³	38,562. ⁷⁵
9	Vertical Curb & Gutter	460	LF	46. ⁰⁰	21,160. ⁰⁰
10	Driveway	264	SF	33. ⁰⁰	8,712. ⁰⁰
11	Sidewalk	3,800	SF	9. ⁰⁰	34,200. ⁰⁰
12	Accessible Ramps	4	EA	800. ⁰⁰	3,200. ⁰⁰
13	Finish Grade	26,900	SF	0. ⁷⁵	20,982. ⁰⁰
14	Class 2 AB @ 6" thick	26,900	SF	1. ⁶²	43,578. ⁰⁰
15	HMA Paving @ 3" thick	26,900	SF	2. ⁴⁵	66,712. ⁰⁰
16	Erosion and Sediment Control	1	LS	6,894. ⁷⁵	6,894. ⁷⁵
17	Signage & Striping	1	LS	5,850. ⁰⁰	5,850. ⁰⁰
18	Parking Wheel Stop 6"x48" PCC	4	EA	60. ⁰⁰	240. ⁰⁰
	TOTAL BASE BID				359,975.⁷⁵

TOTAL BID : 359,975.⁷⁵

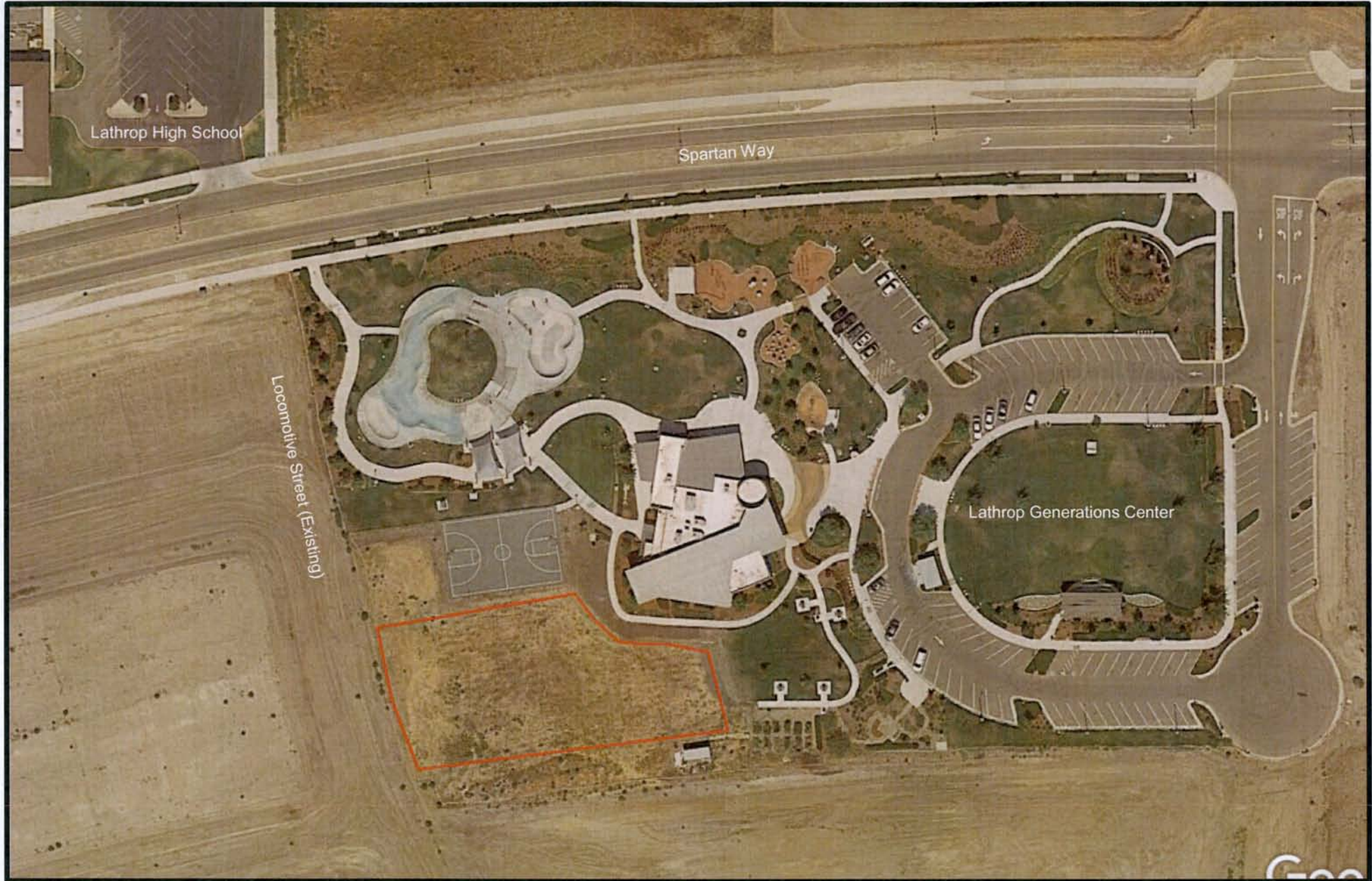
TOTAL BID IN WORDS : Three hundred fifty-nine thousand nine hundred seventy-five dollars and seventy-eight cents

00300-2

PROJECT LOCATION MAP

Attachment C

PK 20-01 LATHROP GENERATION CENTER PARKING LOT



ITEM 4.5

CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING

**ITEM: APPROVE CONSTRUCTION CONTRACT FOR
RETAINING WALL LANDSCAPING CIP GG 10-17**

RECOMMENDATION: Adopt Resolution Approving a Construction Contract with Odyssey Landscaping Company, Inc. for the Construction of the Retaining Wall Landscaping CIP GG 10-17

SUMMARY:

Retaining Wall Landscaping Capital Improvement Project (CIP) GG 10-17 is located near the intersection of Village Avenue and Towne Centre Drive. The plans for this project were completed by KLA, Inc. in September 2017 and the specifications were completed by staff in March 2020. The bid solicitation package was advertised on March 11, 2020, according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060.

A total of six (6) bids were received and opened by the City Clerk on April 2, 2020. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Odyssey Landscaping Company, Inc. (Odyssey), with a bid amount of \$271,549.

Staff requests the City Council approve a construction contract with Odyssey for the Retaining Wall Landscaping CIP GG 10-17 in the amount of \$271,549 and authorize a 10% contingency in the amount of \$27,155, for a total cost not to exceed \$298,704.

BACKGROUND:

In 2006, Lafferty Homes agreed to construct a retaining wall and entry landscaping at the intersection of Towne Centre Drive and Village Avenue for Tract 3410. Before construction could begin, Lafferty Homes experienced financial difficulties and failed to complete the improvements. Subsequently, the City placed a claim on the \$300,000 performance bond put in place by Lafferty Homes and collected the full amount of the bond to be used to complete the improvements. In July 2009, per Resolution 09-2860, City Council approved the creation of CIP GG 10-17 for the construction of the retaining wall and landscaping.

In 2016, the retaining wall and sidewalk were constructed by Woodside Homes to provide a pedestrian pathway and storm drain corridor from Johnson Ferry Road to Village Avenue. This project included minor street and pedestrian path landscaping of the entry median to Tract 3410. A project location map is included as Attachment C.

APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**APPROVE CONSTRUCTION CONTRACT FOR RETAINING WALL LANDSCAPING
CIP GG 10-17**

The project includes a 10 feet wide meandering concrete path and surrounding landscaping of trees, shrubs and groundcover with decorative aggregate of various sizes. The path will provide a direct pedestrian connection from the southwest terminus of Johnson Ferry Road to the intersection of Towne Centre Drive and Village Avenue. The project will also complete the missing landscaping along Village Avenue and Towne Centre Drive. Other elements of this project include ADA-compliant curb ramps, landscape irrigation and a pet waste bag dispenser.

The plans for this project were completed by KLA, Inc. in September 2017 and the specifications were completed by staff in March 2020. The bid solicitation package was advertised on March 11, 2020, according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060. On April 2, 2020, a total of six (6) bids were received and opened by the City Clerk. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
Odyssey Landscaping Company, Inc.	\$271,549
Grover Landscape Services, Inc.	\$276,807
Villalobos & Associates	\$340,353
Clean Cut Landscape, Inc.	\$398,291
Saboo, Inc.	\$536,072
F. Loduca Co.	\$548,857

Staff reviewed the bids and determined that the lowest responsive and responsible bidder is Odyssey. Staff requests City Council adopt a resolution approving a construction contract with Odyssey in the amount of \$271,549. Staff also requests City Council authorize a 10% construction contingency of \$27,155 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$298,704.

REASON FOR RECOMMENDATION:

These improvements were part of the City's subdivision agreement with a developer that was unable to perform due to financial difficulties. Because the City claimed and collected the performance bond from the bonding company, the City is therefore responsible for the construction of this project with the bond proceeds.

The pedestrian path will benefit residents and visitors by providing an ADA-compliant and all-weather venue upon which to walk. In addition to improving mobility, the landscaping will reduce soil erosion, increase ground water recharge, and improve aesthetics.

Approving a construction contract with Odyssey and the allocation of funds will allow staff to move forward with the project.

APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**APPROVE CONSTRUCTION CONTRACT FOR RETAINING WALL LANDSCAPING
CIP GG 10-17****FISCAL IMPACT:**

The proposed contract with Odyssey is for \$271,549. A 10% contingency is requested in the amount of \$27,155 for a total cost not to exceed \$298,704. Funds approved in the fiscal year 2019-20 budget for the Retaining Wall Landscaping CIP GG 10-17 are sufficient to authorize the agreement.

ATTACHMENTS:

- A. Resolution Approving a Construction Contract with Odyssey Landscaping Company, Inc. for the Construction of the Retaining Wall Landscaping CIP GG 10-17
- B. Construction Contract with Odyssey Landscaping Company, Inc. for construction of the Retaining Wall Landscaping CIP GG 10-17
- C. Project Location Map of Retaining Wall Landscaping CIP GG 10-17

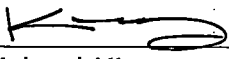
CITY MANAGER'S REPORT
APRIL 13, 2020, CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR RETAINING WALL LANDSCAPING
CIP GG 10-17

PAGE 4

APPROVALS:


Jay Davidson
Principal Engineer

4.6.2020
Date


Michael King
Public Works Director

3-26-2020
Date


Cari James
Finance & Administrative
Services Director

4/6/2020
Date


Salvador Navarrete
City Attorney

3/30/2020
Date


Stephen J. Salvatore
City Manager

4.7.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONSTRUCTION CONTRACT WITH ODYSSEY LANDSCAPING COMPANY, INC. FOR CONSTRUCTION OF THE RETAINING WALL LANDSCAPING CIP GG 10-17

WHEREAS, in July 2009, City Council approved the creation of Capital Improvement Project (CIP) GG 10-17 for the construction of the retaining wall and landscaping located at and near the intersection of Towne Centre Drive and Village Avenue; and

WHEREAS, the plans for the project were completed by KLA, Inc. in September 2017 and specifications were completed by staff in March 2020 and were advertised for bid on March 11, 2020, according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060; and

WHEREAS, a total of six (6) bids were received and opened by the City Clerk on April 2, 2020; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Odyssey Landscaping Company, Inc. (Odyssey), with a bid amount of \$271,549; and

WHEREAS, staff requests City Council approve a construction contract with Odyssey for the project in the amount of \$271,549; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$27,155 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$298,704.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Odyssey, for Retaining Wall Landscaping CIP GG 10-17 for a cost of \$271,549; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$27,155 for a total cost not to exceed \$298,704 for Retaining Wall Landscaping CIP GG 10-17, and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

The foregoing resolution was passed and adopted this 13th day of April 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

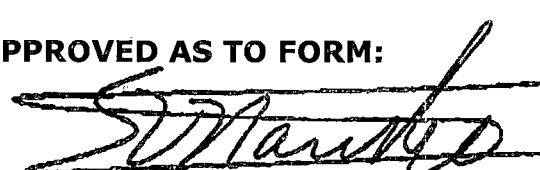
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Retaining Wall Landscaping

CIP GG 10-17

CONTRACT

CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter "Contract"), dated this ____ day of _____, 2020, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City"), and **Odyssey Landscaping Company, Inc.**, (hereinafter "Contractor"), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. Time of Completion. The Contractor shall commence work under this Contract on or before the ten (10) working days after receiving written Notice to Proceed from the City and shall fully complete all work within **sixty (60) working days** after the Notice to Proceed, subject to provisions contained in the Construction Documents relating to extension of time. The Contractor shall, at all times during the continuance of the Contract, prosecute the work with such force and equipment as are sufficient to complete it within the time specified.
3. General Scope of Project and Work. Construction Documents for **Retaining Wall Landscape CIP GG 10-17** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The Work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to the construction of a meandering concrete path; installation of removable bollards, pressure treated headers, river cobble, pet waste bag dispenser, landscaping and irrigation; removal of existing bollards, existing steel fence posts, geo-textile fabric; removal of existing curb and gutter to be replace with new concrete driveway apron; removal of existing driveway apron and replace with new curb and gutter, and any task necessary to accomplish the aforementioned tasks.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices submitted by the Contractor and provisions contained in these Construction Documents.

Base Bid Total: \$ 271,549 (Two Hundred Seventy One Thousand Five Hundred Forty Nine Dollars)

4. Construction Documents. This Contract shall include the Construction Documents: Project Specifications, Project Plans, and addenda (hereby incorporated by reference) and **Exhibit "A"**, Contractor's Submitted Bid Item List. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.
5. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
6. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 650 (Certification of Insurance) on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
7. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

8. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
9. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
10. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, 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 him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms

provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.
- Upon the request of the Division of Apprenticeship Standards or the Division of Labor

Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

11. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
12. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;

-
- (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
- (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
- (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
13. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
14. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
15. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
16. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop

SECTION 00500

Retaining Wall Landscaping

CONTRACT

CIP GG 10-17

Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

PHONE: (209) 941-7430
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____
Phone: _____
Fax: _____
ATTN: _____

17. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 4 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:**EXHIBIT A: Contractor's Submitted Bid Item List**

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

SECTION 00500

Retaining Wall Landscaping

CONTRACT

CIP GG 10-17

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____

Michael King, Public Works Director

APPROVED:

By: _____

Stephen Salvatore, City Manager

(END OF SECTION)

EXHIBIT "A"
Contractor's Submitted Bid Item List

- REVISED BID SCHEDULE

Retaining Wall Landscaping, CIP GG 10-17

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization	1	LS	\$ 6,300.00	\$ 6,300.00
2	Traffic Control	1	LS	\$ 4,400.00	\$ 4,400.00
3	Erosion & Sediment Control Plan	1	LS	\$ 4,000.00	\$ 4,000.00
4	Clearing & Grubbing	1	LS	\$ 4,000.00	\$ 4,000.00
5	Concrete Path	4611	SF	\$ 13.10	\$ 60,404.10
6	Tree, 15 gal	23	EA	\$ 182.00	\$ 4,186.00
7	Tree, 24" box	20	EA	\$ 670.00	\$ 13,400.00
8	Shrub, 1 gal	413	EA	\$ 12.45	\$ 5,141.85
9	Shrub, 5 gal	103	EA	\$ 26.90	\$ 2,770.70
10	Mulch @ min. 3" depth	22,000	SF	\$ 0.60	\$ 13,200.00
11	Decomposed Granite @ min 2" depth	2,400	SF	\$ 5.13	\$ 12,312.00
12	30"-48" Boulders	23	EA	\$ 150.00	\$ 3,450.00
13	Synthetic Lawn	612	SF	\$ 24.90	\$ 15,238.80
14	Irrigation	22,000	SF	\$ 2.76	\$ 60,720.00
15	Install Removable Bollards	8	EA	\$ 960.00	\$ 7,680.00
16	Remove Existing Bollards	4	EA	\$ 375.00	\$ 1,500.00
17	Pressure Treated Headers	192	LF	\$ 3.25	\$ 624.00
18	2"-4" Noya River Cobble Wet-set	512	SF	\$ 19.20	\$ 9,830.40
19	4"-8" Noya River Cobble @ min 6" depth	1,300	SF	\$ 11.81	\$ 15,353.00

20	3/4"-1" Tan Decorative Aggregate @ 2" min depth	600	SF	\$ 2.05	\$ 1,230.00
21	Pet Waste Bag Dispenser	1	EA	\$ 485.00	\$ 485.00
22	Concrete Driveway Apron	180	SF	\$ 29.33	\$ 5,279.40
23	Remove Concrete Curb & Gutter	16	LF	\$ 225.00	\$ 3,600.00
24	Install Concrete Curb & Gutter	16	LF	\$ 218.00	\$ 3,488.00
25	Bore Water Service	65	LF	\$ 127.70	\$ 8,300.50
26	Cut and Remove Existing Steel Fence Posts and Apply Masonry Cap	1	LS	\$ 2,255.00	\$ 2,255.00
27	Landscape Maintenance	90	Day	\$ 26.66	\$ 2,399.40
28	Ground Cover, 1 gal	200	EA	\$ 12.45	\$ 2,490.00
	TOTAL BID				\$271,548.15

TOTAL BID: \$271,548.15

TOTAL BID IN WORDS: TWO HUNDRED SEVENTY ONE THOUSAND, FIVE HUNDRED FORTY-EIGHT DOLLARS AND FIFTEEN CENTS

Units:

LS: Lump Sum

LF: Linear Feet

SF: Square Feet

CY: Cubic Yards


EA: Each

Ton: Short Ton

Day: Calendar Days

PROJECT LOCATION MAP
GG 10-17 RETAINING WALL LANDSCAPING



 PROJECT LIMITS

**CITY MANAGER'S REPORT
APRIL 13, 2020, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE CONSTRUCTION CONTRACT FOR
SANITARY SEWER PUMP STATION UPGRADES,
PURSUANT TO WOODFIELD SEWER PUMP
STATION UPGRADES CIP WW 19-01, AND
RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving a Construction
Contract with GSE Construction Company Inc.
for Woodfield Sewer Pump Station Upgrades
CIP WW 19-01 and Related Budget
Amendment**

SUMMARY:

City staff issued a formal request for bids for the Woodfield Sewer Pump Station Upgrades Capital Improvement Project (CIP) WW 19-01 in accordance with the Public Contract Code and the Lathrop Municipal Code (LMC) Chapter 2.36.060. On March 4, 2020, four (4) bids were received and opened by the City Clerk. The lowest bidder for the project was Saboo Inc. with a bid amount of \$1,284,000. Saboo Inc. submitted a written request on April 1, 2020 to withdraw their bid that was submitted on March 4, 2020. Staff is requesting Council award the contract to the second lowest bidder, GSE Construction Company, Inc. (GSE).

Staff requests City Council approve a construction contract with GSE in the amount of \$1,297,300 and authorize a 10% contingency in the amount of \$129,730, for a total construction budget of \$1,427,030 for the Woodfield Sewer Pump Station Upgrades CIP WW 19-01. Sufficient funds were not allocated in the adopted FY 19/20 Budget. As a result, staff also requests City Council approve a budget amendment in the amount of \$1,010,000.

BACKGROUND:

Improvements to the Woodfield Sewer Pump Station are needed to accommodate additional flows from the North Harlan Road/Roth Road industrial area and to alleviate stress on the downstream Historic Lathrop system. The project will upgrade the Woodfield Sewer Pump Station with new pumps and establish a connection to an existing 10-inch force main that will allow its flow to be pumped to the Manteca Water Quality Control Facility (MWQCF) using existing mains that connect to the McKinley Avenue Sewer Pump Station. This project will also facilitate a potential future connection of the Sharpe Army Depot to the City's wastewater collection system by providing additional flows needed to prevent settling of solids in the sewer main on McKinley Avenue. The costs for this project may be paid using funds allocated from Wastewater Capital Replacement Fund 6060.

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING

APPROVE A CONSTRUCTION CONTRACT FOR WOODFIELD SEWER PUMP STATION UPGRADES CIP WW 19-01 AND RELATED BUDGET AMENDMENT

In September 2019, staff completed the plans and specifications for the Woodfield Sewer Pump Station Upgrades. The project was advertised for bid through Stockton ARC in accordance with Lathrop Municipal Code Section 2.36.060. On November 12, 2019, a total of four (4) bids were received and opened by the City Clerk. On January 6, 2020, Council approved rejecting all bids and rebidding the project.

On January 22, 2020, the contract plans and specifications for this project were rebid, and on March 4, 2020, four (4) bids were received and opened by the City Clerk. The bid results are summarized below.

Table 1: Summary of Bid Results

Contractor	Bid Amount
Cazadoro Construction, Inc.	\$1,353,000
TNT Industrial Contractors, Inc.	\$1,299,950
GSE Construction Company, Inc.	\$1,297,300
Saboo Inc.	\$1,284,000

The lowest bidder for the project was Saboo Inc. with a bid amount of \$1,284,000. Saboo Inc. submitted a written request on April 1, 2020 to withdraw their bid that was submitted on March 4, 2020. Staff is requesting Council award the contract to the second lowest bidder, GSE Construction Company, Inc. (GSE).

Staff complied with the CEQA process for this project with the preparation and filing of a Notice of Exemption (NOE) pursuant to the CEQA Guidelines Section 15301(c).

REASON FOR RECOMMENDATION:

The Woodfield Sewer Pump Station Upgrades are needed to accommodate additional flows from the North Harlan Road/Roth Road industrial area and to alleviate stress on the downstream Historic Lathrop system. Approving a construction contract with GSE and the allocation of funds will allow staff to move forward with the project.

FISCAL IMPACT:

Staff requests City Council approve a construction contract with GSE in the amount of \$1,297,300 and authorize a 10% contingency in the amount of \$129,730, for a total construction budget of \$1,427,030 for the Woodfield Sewer Pump Station Upgrades CIP WW 19-01.

Sufficient funds were not allocated in the adopted FY 19/20 Budget. As a result, staff also requests City Council approve a budget amendment in the amount of \$1,010,000 by transferring \$303,300 from the Wastewater Connection Fees Fund (6030) and \$707,700 from the Wastewater Capital Replacement Fund (6060) to the Wastewater CIP Fund (6090) as follows:

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING

APPROVE A CONSTRUCTION CONTRACT FOR WOODFIELD SEWER PUMP
STATION UPGRADES CIP WW 19-01 AND RELATED BUDGET AMENDMENTIncrease Transfer Out

6030-9900-990-9010	Fund 6030	\$303,300
--------------------	-----------	-----------

6060-9900-990-9010	Fund 6060	\$707,700
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Increase Transfer In

6090-9900-393-0000	WW 19-01	\$1,010,000
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Increase Appropriation

6090-8000-420-12-00	WW 19-01	\$1,010,000
---------------------	----------	-------------

ATTACHMENTS:

- A. Resolution Approving a Construction Contract with GSE Construction Company Inc. for Woodfield Sewer Pump Station Upgrades CIP WW 19-01 and Related Budget Amendment
- B. Construction Contract with GSE Construction Company, Inc. for Woodfield Sewer Pump Station Upgrades CIP WW 19-01

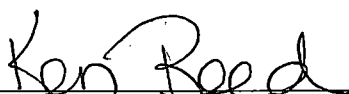
CITY MANAGER'S REPORT

PAGE 4

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING


**APPROVE A CONSTRUCTION CONTRACT FOR WOODFIELD SEWER PUMP
STATION UPGRADES CIP WW 19-01 AND RELATED BUDGET AMENDMENT**

APPROVALS:



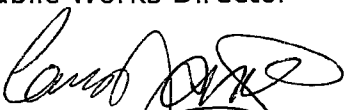
Ken Reed
Senior Construction Manager

4-6-2020
Date



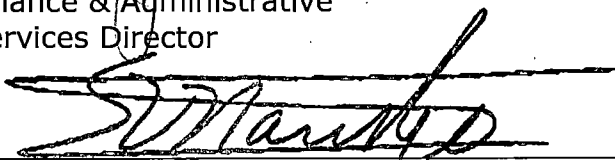
Michael King
Public Works Director

4.2.2020
Date



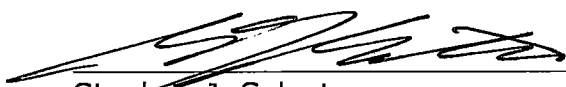
Cari James
Finance & Administrative
Services Director

4/6/2020
Date



Salvador Navarrete
City Attorney

4/2/2020
Date



Stephen J. Salvatore
City Manager

4.7.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONSTRUCTION CONTRACT WITH GSE CONSTRUCTION COMPANY INC. FOR WOODFIELD SEWER PUMP STATION UPGRADES CIP WW 19-01 AND RELATED BUDGET AMENDMENT

WHEREAS, on July 9, 2018, City Council approved the formation of Woodfield Sewer Pump Station Upgrades Capital Improvement Project (CIP) WW 19-01 to accommodate additional flows from the North Harlan Road/Roth Road industrial area and to alleviate stress on the downstream Historic Lathrop system; and

WHEREAS, contract plans and specifications for this project were completed in September 2019 and were advertised for bid on October 2, 2019 according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060; and

WHEREAS, on November 12, 2019, a total of four (4) bids were received and opened by the City Clerk; and

WHEREAS, on January 6, 2020, Council approved rejecting all bids and rebidding the project; and

WHEREAS, on January 22, 2020 the contract plans and specifications for this project were rebid, and on March 4, 2020, four (4) bids were received and opened by the City Clerk; and

WHEREAS, the lowest bidder for the project was Saboo Inc. with a bid amount of \$1,284,000; and

WHEREAS, Saboo Inc. submitted a written request on April 1, 2020 to withdraw their bid that was submitted on March 4, 2020; and

WHEREAS, staff has evaluated all bids and is requesting Council award the contract to the second lowest bidder, GSE Construction Company, Inc. (GSE) in the amount of \$1,297,300; and

WHEREAS, staff also requests City Council approve a 10% contingency in the amount of \$129,730 for a total construction budget of \$1,427,030, and authorize staff to spend the contingency as necessary to achieve the goals of the project; and

WHEREAS, sufficient funds were not allocated in the adopted FY 19/20 Budget. As a result, staff also requests City Council approve a budget amendment in the amount of \$1,010,000 by transferring \$303,300 from the Wastewater Connection Fees Fund (6030) and \$707,700 from the Wastewater Capital Replacement Fund (6060) to the Wastewater CIP Fund (6090) as follows:

<u>Increase Transfer Out</u>		
6030-9900-990-9010	Fund 6030	\$303,300
6060-9900-990-9010	Fund 6060	\$707,700
<u>Increase Transfer In</u>		
6090-9900-393-0000	WW 19-01	\$1,010,000
<u>Increase Appropriation</u>		
6090-8000-420-12-00	WW 19-01	\$1,010,000

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with GSE for the Woodfield Sewer Pump Station Upgrades CIP WW 19-01, in the amount of \$1,297,300; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency of \$129,730 for a total construction budget of \$1,427,030 for the Woodfield Sewer Pump Station Upgrades CIP WW 19-01, and authorize staff to spend the contingency as necessary to achieve the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment for Woodfield Sewer Pump Station Upgrades CIP WW 19-01 in the amount of \$1,010,000 by transferring \$303,300 from the Wastewater Connection Fees Fund (6030) and \$707,700 from the Wastewater Capital Replacement Fund (6060) to the Wastewater CIP Fund (6090).

The foregoing resolution was passed and adopted this 13th day of April 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

SECTION 00500

WOODFIELD SEWER PUMP STATION UPGRADE

CONTRACT

CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter "Contract"), dated this ____ day of _____, 2020, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City"), and **GSE Construction Company, Inc.** (hereinafter "Contractor"), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **Woodfield Sewer Pump Station Upgrade CIP WW 19-01** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The WORK to be performed under this contract includes all work contained in the Construction Documents, including, but not limited to the construction of the Woodfield Sewer Pump Station, an electrical power SES and power generators in Lathrop, CA as defined in the Contract Documents (Exhibit "A"); and any task necessary to accomplish the aforementioned tasks.

The WORK shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ \$1,297,300 (One Million Two Hundred Ninety-Seven Thousand Three Hundred)

3. Construction Documents. This Contract shall include the Construction Documents: Project Specifications, Project Plans, and addenda (hereby incorporated by reference) and Exhibit "A", Contractor's Submitted Bid Item List. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.
4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents.

Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.

5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 00002 of this Bid Specifications.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to

insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) **Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, 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 him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms.
The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
 - d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
 - e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
 - f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article.

Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

SECTION 00500

WOODFIELD SEWER PUMP STATION UPGRADE

CONTRACT

- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:

City of Lathrop
Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

PHONE: (209) 941-7430

FAX: (209) 941-7449

ATTN: Senior Construction Manager

To Contractor: _____
 Phone: _____
 Fax: _____
 ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).

- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS

EXHIBIT A: Contractor's Submitted Bid Item List

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

SECTION 00500

WOODFIELD SEWER PUMP STATION UPGRADE

CONTRACT

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____

Michael King, Public Works Director

APPROVED:

By: _____

Stephen Salvatore, City Manager

(END OF SECTION)

SECTION 00300

WOODFIELD SEWER PUMP STATION UPGRADE

BID PROPOSAL FORMS

WOODFIELD SEWER PUMP STATION UPGRADES CIP WW 19-01

BID SCHEDULE

Bid Item No.	Bid Item	Quantity	Units	Unit Price	Item Total
1.	Mobilization and De-Mobilization	1	LS	\$ 60,000	\$ 60,000
2	Detailed design for shoring, bracing, sloping, and other provisions for worker safety per Labor Code Sections 6705 and 6707	1	LS	\$ 50,000	\$50,000
3.	Civil Works Including Demo & Bypass: Dewatering, Excavation and Backfill, Pre-Cast Concrete Sewer Wet Well with Hatch, Demo Work And Temporary By-Pass, Pre-Cast Concrete Valve Vault With Hatch and Ladder, 15" PVC Gravity Sewer, 48" Influent Sewer Manhole, Site Piping Including Force main, Meter Vault and Cover, CMU Wall Fence, Sliding Gate and Bollards, Site Grading, Driveway And 6" Conc. Slab, Conc Pads	1	LS	\$ 517,300	\$ 517,300
4.	Mechanical Equipment: Sewer Submersible Pumps Including Rails, 6", 10" Check and Plug Valves, Air Comb Valves, Wet Well Aeration System Including Ozone, Misc. Small Diameter Piping, Fittings, Sleeves, Eyewash, Valve Vault Exhaust Fans, Generator	1	LS	\$ 225,000	\$ 225,000
5.	Instrumentation: Flow Meter, Level and Pressure Sensors, Switches	1	LS	\$ 55,000	\$ 55,000
6.	Electrical Equipment: Yard Electrical Power, SES, MCC, Control Panel, SCADA, Local Conduit, Wire, J-Box, and Disconnect, Lighting / Receptacles	1	LS	\$ 330,000	\$ 330,000
7.	Contractor Labor & General Conditions: General Conditions and Installation, Start Up, Training and O&M	1	LS	\$ 60,000	\$ 60,000

TOTAL BID (IN NUMERALS): (\$ 1,297,300.00)

TOTAL BID IN WORDS: One million two hundred ninety-seven thousand three hundred

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**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **RATIFY CONTRACTS WITH ASCENT AND KPFF FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Ratifying the City Manager's Action to Execute Professional Service Agreements with Ascent Environmental and KPFF for CIP WW 20-17 Surface Water Discharge Project and Approving Related Budget Amendment**

SUMMARY:

The Surface Water Discharge Project CIP WW 20-17 was created in order to obtain a permit to discharge effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River. This project is needed to minimize future sewer rate increases, and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water.

This is a complex project and maintaining progress is critical to its success. In an effort to avoid costly delays staff is requesting that Council ratify the City Manager's action to execute Professional Service Agreements (PSAs) with Ascent Environmental for a cost of \$574,446 and with KPFF for a cost of \$322,000 in order to prepare a Draft and Final Environmental Impact Report (EIR) to meet California Environmental Quality Act requirements, and to further advance the project design and permitting efforts with the Regional Water Quality Control Board (RWQCB).

Sufficient funds were not included in the Adopted fiscal year 19/20 budget therefore; staff is requesting a related budget amendment in the amount of \$896,446 is requested to transfer funds from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17.

BACKGROUND:

Wastewater from the City of Lathrop is treated at two separate facilities, the City of Manteca's Wastewater Quality Control Flow (WQCF) and the City of Lathrop's CTF. Treated wastewater effluent from the Manteca WQCF is primarily disposed of via discharge to the San Joaquin River. Treated wastewater effluent from the Lathrop CTF is currently discharged to land via ponds and sprayfields. Lathrop CTF effluent disposal and reuse is regulated by the Central Valley Regional Water Quality Control Board (Central Valley Water Board). In April 2017, City staff initiated discussions with the Central Valley Water Board staff regarding obtaining a National Pollutant Discharge Elimination System (NPDES) permit for a surface water discharge as a means of disposing of CTF effluent in the future.

APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**RATIFY CONTRACTS WITH ASCENT AND KPFF FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT**

On January 14, 2019, Council approved an agreement with Robertson-Bryan, Inc., to prepare reports to support Environmental Review and NPDES Permitting of a LCTF Surface Water Discharge for a cost of \$74,939.

On June 10, 2019, Council approved Task Order No. 2 with Ascent Environmental, Inc., to prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project for a cost of \$91,287.

On October 14, 2019, Council approved the creation of CIP WW 20-17 in order to track costs related to the Surface Water Discharge project, and approved an initial project budget of \$250,000.

Obtaining a surface water discharge permit is a complex process that involves extensive coordination between City staff, developers, specialized consultants, multiple permitting agencies, and, eventually, construction contractors. Staff has worked closely with the Central Valley Water Board and made substantial progress over the past two years.

In an effort to avoid costly delays staff is requesting that Council ratify the City Manager's action to execute Professional Service Agreements (PSAs) with Ascent Environmental for a cost of \$574,446 and with KPFF for a cost of \$322,000 in order to prepare a Draft and Final Environmental Impact Report (EIR) to meet California Environmental Quality Act requirements, and to further advance the project design and permitting efforts with the Regional Water Quality Control Board (RWQCB).

REASON FOR RECOMMENDATION:

The ability to dispose of effluent from the Lathrop CTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water.

FISCAL IMPACT:

The cost for the agreement with Ascent Environmental is \$574,446 and the cost for the agreement with KPFF is \$322,000 for a total cost of \$896,446. Approval of a budget amendment is requested as follows:

Increase Transfer Out		
6030-9900-990-9010	(Wastewater Connection Fee)	\$896,446
Increase Transfer In		
6090-9900-393-0000	(Wastewater CIP WW 20-17)	\$896,446
Increase Appropriation		
6090-8000-420-83-00	(Wastewater CIP WW 20-17)	\$896,446

APRIL 13, 2020 CITY COUNCIL REGULAR MEETING

RATIFY CONTRACTS WITH ASCENT AND KPFF FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

ATTACHMENTS:

- A. Resolution Ratifying the City Manager's Action to Execute Professional Service Agreements with Ascent Environmental and KPFF for CIP WW 20-17 Surface Water Discharge Project and Approving Related Budget Amendment
- B. Professional Engineering Consulting Services Agreement with Ascent Environmental to provide Environmental Services (Phase 2) for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project CIP WW 20-17
- C. Professional Services Agreement with KPFF for the Recycle Water Discharge 30% Design - Project CIP WW 20-17

CITY MANAGER'S REPORT

PAGE 4

APRIL 13, 2020 CITY COUNCIL REGULAR MEETING

**RATIFY CONTRACTS WITH ASCENT AND KPFF FOR CIP WW 20-17 SURFACE
WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT**

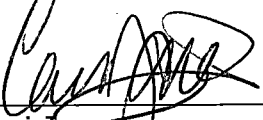
APPROVALS:



Michael King
Public Works Director

4-7-2020

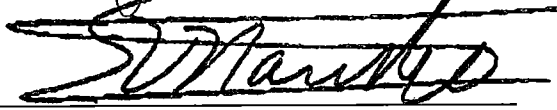
Date



Cari James
Finance & Administrative Services Director

4/7/2020

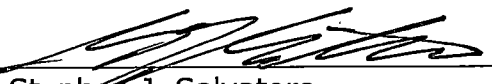
Date



Salvador Navarrete
City Attorney

4/7/2020

Date



Stephen J. Salvatore
City Manager

4.7.2020

Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING THE CITY MANAGER'S ACTION TO EXECUTE PROFESSIONAL SERVICE AGREEMENTS WITH ASCENT ENVIRONMENTAL AND KPFF FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND APPROVING RELATED BUDGET AMENDMENT

WHEREAS, the CIP WW 20-17 Surface Water Discharge project was created to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (RWQCB) to allow discharge of tertiary treated effluent from the Lathrop CTF to the San Joaquin River; and

WHEREAS, the ability to dispose of effluent from the Lathrop CTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water; and

WHEREAS, on January 14, 2019 Council approved an agreement with Robertson-Bryan, Inc., to prepare reports to support Environmental Review and NPDES Permitting of a LCTF Surface Water Discharge for a cost of \$74,939; and

WHEREAS, on June 10, 2019 Council approved Task Order No. 2 with Ascent Environmental, Inc., to Prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project for a cost of \$91,287; and

WHEREAS, on October 14, 2019, Council approved creation of CIP WW 20-17 in order to track costs related to the Surface Water Discharge project, and approved an initial project budget of \$250,000; and

WHEREAS, obtaining a surface water discharge permit is a complex process that involves extensive coordination between City staff, developers, specialized consultants, multiple permitting agencies, and, eventually, construction contractors.

WHEREAS, in an effort to avoid costly delays staff is requesting that Council ratify the City Manager's action to execute Professional Service Agreements (PSAs) with Ascent Environmental for a cost of \$574,446 and with KPFF for a cost of \$322,000 in order to prepare a Draft and Final Environmental Impact Report (EIR) to meet California Environmental Quality Act requirements, and to further advance the project design and permitting efforts with the Regional Water Quality Control Board (RWQCB); and

WHEREAS, the cost for the agreement with Ascent Environmental is \$574,446 and the cost for the agreement with KPFF is \$322,000 for a total cost of \$896,446 and approval of a budget amendment to fund these agreements through CIP WW 20-17 is requested as follows:

Increase Transfer Out 6030-9900-990-9010	(Wastewater Connection Fee)	\$896,446
Increase Transfer In 6090-9900-393-0000	(Wastewater CIP WW 20-17)	\$896,446
Increase Appropriation 6090-8000-420-83-00	(Wastewater CIP WW 20-17)	\$896,446

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the City Manager's action to execute Professional Service Agreements with Ascent Environmental for a cost of \$574,446 and with KPFF for a cost of \$322,000 in order to meet California Environmental Quality Act (CEQA) requirements, and to further advance project design and permitting efforts with the Regional Water Quality Control Board (RWQCB) for the CIP WW 20-17 Surface Water Discharge project; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve a budget amendment in the amount of \$896,446 to transfer funds from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17.

The foregoing resolution was passed and adopted this 13th day of April 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7220 - fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

Ascent Environmental, Inc.
Gary Jakobs, Principal
455 Capital Mall, Suite 300
Sacramento, CA 95814

Sent via email & original mailed: Gary.Jakobs@ascentenvironmental.com

Dear Mr. Jakobs:

Enclosed please find your original executed Professional Engineering Consulting Agreement to provide Environmental Services (Phase 2) for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project CIP WW 20-17. This is your Notice to Proceed to the attached Agreement.

Should you have any questions regarding this project, please contact Michael King at (209) 941-7220, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

CITY OF LATHROP

**AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING
SERVICES WITH ASCENT ENVIRONMENTAL**

**TO PROVIDE ENVIRONMENTAL SERVICES (PHASE 2) FOR THE
LATHROP CONSOLIDATED TREATMENT FACILITY SURFACE WATER
DISCHARGE PROJECT CIP WW 20-17**

THIS AGREEMENT, dated for convenience this 30 day of March 2020, is by and between Ascent Environmental ("CONSULTANT") and the City of Lathrop, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Engineering Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$574,446 for the Professional Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term.

The effective date of this Agreement is March 30, 2020 and it shall terminate no later than June 30, 2021

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Andrea L. Shephard, PhD, Project Manager** CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

(10) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If 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.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S 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 One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. 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, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose 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, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT 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.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

- (f) In addition to any other remedies CITY may have if CONSULTANT 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:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(11) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all 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 by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(13) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: Andrea L. Shephard, PhD
455 Capitol Mall, suite 300
Sacramento, CA 95814
Phone: (916) 842-3179

(17) Miscellaneous

- (a) **Consent.** Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) **Contract Terms Prevail.** All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) **Definitions.** The definitions and terms are as defined in these specifications.
- (e) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

- (g) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) **Ownership of Documents.** All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

- (n) **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.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

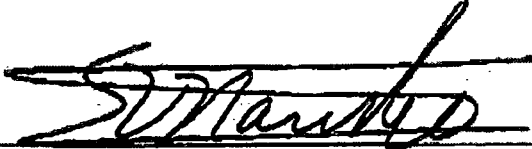
(18) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH ASCENT
ENVIRONMENTAL FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**



Salvador Navarrete Date

Recommended for Approval:


**City of Lathrop
Public Works Director**



Michael King 3.25.2020 Date

Approved by:

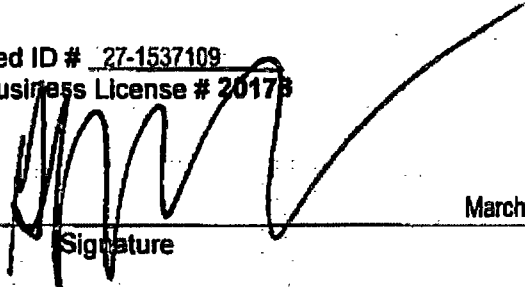
**City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



Stephen J. Salvatore 3.30.2020 Date
City Manager

Consultant:

**Andrea L. Shephard, PhD.
455 Capitol Mall, Suite 300
Sacramento, CA 95814**

Fed ID # 27-1537109
Business License # 20173


Signature March 18, 2020 Date
Gary Jakobs - CEO
(Print Name and Title)



March 5, 2020

Stephen Salvatore
Lathrop City Hall
390 Towne Centre Drive
Lathrop, CA 95330

**Subject: Proposal for Environmental Services (Phase 2)
Consolidated Treatment Facility Surface Water Discharge Project
City of Lathrop**

Dear Mr. Salvatore:

Ascent Environmental, along with RBI, appreciates this opportunity to submit a scope of work to assist with California Environmental Quality Act compliance for the City of Lathrop Consolidated Treatment Facility Surface Water Discharge Project. This scope represents the second phase of our work for the City, which will involve preparation of a Draft and Final EIR consistent with CEQA-Plus requirements, CEQA notices, and public hearing support.

We look forward to continuing to work with you on this important project. If you have any questions regarding the enclosed scope of work and cost estimate, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Jakobs", written over a horizontal line.

Gary Jakobs
Principal

A handwritten signature in black ink, appearing to read "Andrea L. Shephard", written in a cursive style.

Andrea L. Shephard, PhD
Project Manager

p: 916.930.3182
e: gary.jakobs@ascentenvironmental.com

p: 916.842.3179
e: andrea.shephard@ascentenvironmental.com

Attachments:

- A – Scope of Work
- B – Total Price / Rate Sheet
- C – Detailed Cost Estimate

ATTACHMENT A

PROPOSED SCOPE OF WORK (PHASE 2) CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT CITY OF LATHROP

INTRODUCTION

The City is proposing to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (RWQCB) to allow discharge of tertiary treated effluent from the City's Consolidated Treatment Facility (CTF) into the San Joaquin River as part of managing its overall water supplies through buildout.

The CEQA process has been scoped in phases, with Phase 1 consisting of: 1) developing a draft Project Description for the EIR; 2) preparing and issuing a CEQA Notice of Preparation (NOP); 3) conducting scoping; and 4) attending meetings with the City, River Islands staff, engineering consultants, and regulatory agencies. This proposal is for Phase 2 and provides for our Ascent, Robertson Bryan (RBI), Natural Investigations Company (NIC) team (collectively, the Ascent team) to complete CEQA compliance services, which includes Project Description finalization, alternatives development, water quality and fisheries analysis including dilution and temperature modeling, preparation of the Draft EIR, and preparation and certification of the Final EIR. This scope of work assumes that the EIR will address the "CEQA Plus" requirements of the State Water Resources Control Board (State Water Board) associated with receiving funds through the State Revolving Fund Program, with the exception of preparation of a Biological Assessment.

It is assumed that terrestrial special-status species, and Delta Smelt will be addressed through the San Joaquin County Multi-species Habitat Conservation and Open Space Plan (SJMSCP) and thus no Biological Assessment (BA) would need to be prepared for the U.S. Fish and Wildlife Service (USFWS) to address the effects of this project on terrestrial special-status species or Delta Smelt. No BA for the National Marine Fisheries Service (NMFS) is scoped or budgeted herein. This is because preparing a BA for NMFS is a substantial effort, and may not be needed as part of "CEQA Plus" if the State Water Board does not rank this project sufficiently high to place it on the State Water Board's list of fundable projects and thus the State Water Board does not lead the federal ESA consultation for this project. It will not be determined whether this project makes the State Water Board's fundable project list until June 2020. Should the project not make the list and thus the State Water Board not lead the federal consultation for NMFS, then such consultation will be initiated and led by the U.S. Army Corps of Engineers (USACE) as part of their issuing a Clean Water Act (CWA) Section 404 permit. In this scenario, the BA will be scoped and budgeted as part of the environmental permitting process by RBI separate from this contract. Should this project be placed on the State Water Board's fundable project list and the City of Lathrop decides to pursue SRF funding and have the State Water Board lead the ESA consultation process for this project, then a scope and budget for the NMFS BA will be prepared to augment this scope and budget.

PROJECT UNDERSTANDING

The proposed project would construct improvements at the CTF, install a new pipeline and/or repurpose some portion of existing pipeline within City rights-of-way along a 1.4-mile alignment, and upgrade an existing river side-bank outfall to discharge excess tertiary-treated, disinfected, and dechlorinated effluent from the CTF to the San Joaquin River during periods when demand for recycled water is low or zero. The City would continue to send East Lathrop wastewater to the Manteca WQCF for treatment and disposal.

Improvements at the CTF would include converting the existing chlorine contact basin and adjacent unused basin to new a chlorine contact basin and dechlorination station, installing new piping connecting the membrane filters to the new chlorine contact basin, installing new piping and control valves to allow bypassing of the dechlorination station to send chlorinated effluent to existing Pond S5, and installing new or repurposing existing monitoring equipment. In addition, the proposed project would install a new dedicated discharge line from the Crossroads Pump Station at the CTF along Tesla Way to connect to the existing Libby-Owens-Ford glass company (LOF) pipeline at Murphy Parkway and Tesla Way. The existing LOF pipe network along Tesla Way, Harlan Road and Sadler Oak would either be reused or would be replaced with new pipe. The effluent would be discharged to the San Joaquin River using the existing 20-inch steel pipe along Sadler Oak. Although, this pipe would be upgraded and reconstructed where it crosses the levee prior to discharge through the existing side-bank outfall, which would also be upgraded.

Construction of the proposed project is expected to begin in Summer 2021 and be completed within approximately 24 to 30 months.

PHASE 2 PROPOSED SCOPE OF WORK

The Ascent team will provide services in support of the Phase 2 tasks presented below.

Task 1: Finalize Project Description

The Ascent team, in close coordination with the City and its engineering consultants, will finalize the project description for use in the EIR to ensure an accurate depiction of the proposed project. It is expected that this task will involve further input from the City and its engineering consultants and feedback from Ascent's team. Ascent may also send additional data requests or hold additional conference calls to finalize project details needed for the impact analyses. The project description will contain the project location, project objectives, general description of project characteristics associated with design and construction of the outfall, pipelines, and any pump stations or other appurtenant structures, and a description of the intended uses of the EIR. This final project description will be included in the administrative Draft EIR (Task 3).

Deliverables

- ▲ Data requests
- ▲ Final project description (Word format)

Assumptions

- ▲ The scope includes one data request and up to two 1-hour conference calls with an additional hour per person for preparation and follow-up.
- ▲ The proposed project evaluated in detail in the EIR will involve only one operations scenario, one pipeline construction scenario and alignment, and one outfall configuration.

Task 2: Conduct Special Studies

Task 2A – Biological Resources Pre-field Research and Field Surveys. A qualified biologist familiar with the natural resources of San Joaquin County will conduct a site reconnaissance survey of the project area including the CTF, the proposed and one alternative pipeline alignment from the CTF to the outfall, the outfall location, and access and haul routes to verify habitat conditions and to describe current biological resources in the project area. The likelihood of presence in the project area will be based on habitat suitability, species ranges, and documented occurrences.

Task 2B – Cultural Resources Pre-field Research, Field Surveys, AB 52 Consultation, and Technical Report. NIC will conduct a California Historical Resources Information System (CHRIS) records search within a 0.5-mile radius of the proposed project area at the Central California Information Center (CCIC) at the California State University, Stanislaus. The CCIC houses cultural resources records and the primary purpose of the CHRIS records search is to identify any previously recorded cultural resources known to exist within or adjacent to the project areas. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the NRHP, the California Inventory of Historical Resources, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the project area.

Additionally, NIC will contact the Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. NIC will submit a project information request letter and location map by registered mail to each individual/Tribe/organization on the NAHC list.

AB 52 established a consultation process with California Native American tribes for proposed projects in geographic areas that are traditionally and culturally affiliated with that tribe. The lead agency shall begin consultation with a California Native American tribe traditionally and culturally affiliated with the project area prior to the release of the EIR if: (1) the tribe requested in writing to be formally informed of projects in the tribe's traditionally and culturally affiliated area; and (2) the tribe responds, in writing, within 30 days after formal notification from the lead agency and requests consultation. (P.R.C. § 21080.3.1(b)). The lead agency shall begin the consultation process within 30 days of receiving a tribe's request. (P.R.C. § 21080.3.1(d-e)).

NIC will assist the City with the AB 52 process in the form of drafting a letter of information for interested Native American Tribes that the City may issue on its letterhead.

NIC will perform an intensive pedestrian survey of the project area to determine if the project area contains any surface manifestation of prehistoric or historic-period archaeological sites. Archaeologists will conduct the intensive survey utilizing pedestrian transects spaced at maximum intervals of 15 meters, covering all portions of the project area. Areas which are inaccessible due to dense vegetation, unstable geologic conditions, or other obstructions will be surveyed at a reconnaissance-level, typically at 20- to 40-meter transects.

Upon completion of the literature review, NAHC and UCMP searches, and pedestrian survey, NIC will prepare a technical report. The technical report will document the results of the literature review, NAHC search, AB 52 consultation, and field survey, as well as provide management recommendations for resources within or near the project area. The report will meet the Secretary of Interior's Standards and Guidelines and will follow Archaeological Resource Management Reports: Recommended Contents and Format Guidelines. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, the report will be considered confidential; the report may not be distributed to the public. In order to protect these sensitive resources, the confidential technical report shall be made available only to qualified cultural resources personnel, the landowner, and project management personnel on a "need-to-know" basis. The technical report will be prepared and provided to SWRCB to support National Historic Preservation Act Section 106 compliance.

Task 2C – Effluent Dilution (DSM2) Modeling. The water quality (including temperature) assessments will require modeling of the discharge to determine CTF effluent dilution provided at the point of discharge (e.g., 7Q10, 1Q10 dilution) and at locations throughout the Sacramento-San Joaquin Delta (Delta) (e.g., long-term average). Because the San Joaquin River flows are tidal at the Project location, RBI plans to use the California Department of Water Resource's Delta Simulation Model II (DSM2) to quantify effluent dilution. DSM2 is a model routinely used by state regulatory agencies to quantify dilution due to discharges in Delta channels. DSM2 models Delta channel flows on a 15-minute timestep for a 16-year period of record. RBI will prepare DSM2 to run the most recent 16-year period for which all required historical inputs (e.g., Delta inflows, channel gate operations) can be compiled. DSM2 will be used to directly model electrical conductivity and to model the Lathrop CTF effluent fraction. DSM2 output will be post-processed for selected assessment locations to quantify dilution. Two scenarios will be modeled: 1) discharge rate at current treatment plant capacity (i.e., 2.5 million gallons per day [MGD]) (the current plant capacity); and 2) discharge rate at City buildout (i.e., 5.22 MGD).

Task 2D – CORMIX Thermal Plume Modeling and Mass-Balance Fully Mixed Temperature Modeling. RBI will use U.S. EPA's CORMIX model (and possibly the Visual Plumes model as well) to depict the size, shape, and thermal gradients within the thermal plume that will exist in the river near the outfall, where the discharged effluent has not yet fully mixed with the river cross-section. Modelling will be performed for the current plant capacity of 2.5 MGD and the City buildout discharge rate of 5.22 MGD. A reasonable worst-case and median scenario for various seasonal river and effluent conditions will be modeled, including Winter (Dec – Feb), Spring (Mar – May), Summer (Jun – Sep), and Fall (Oct – Nov).

In addition to the thermal plume modeling conducted using CORMIX, as defined above, RBI will model the effects of the CTF discharge on river temperatures upon the effluent initially becoming fully mixed with river flows. This fully mixed modeling will be performed for the Project imposed on river background temperatures of 45°F, 55°F, 65°F, 75°F, and 80°F for both the 2.5 MGD and 5.22 MGD discharge rates.

The DSM2 model runs for the 2.5 MGD and 5.22 MGD discharge (Task 3) will provide the effluent fraction in the river where initial full mixing of effluent is expected to occur over the entire simulation. From this DSM2 flow fraction information, the reasonable worst-case highest effluent fraction and the median effluent fraction will be determined and used in mass-balance equations to model the incremental increase in fully mixed river temperature that would occur under a worst-case and median effluent fraction scenario for each of the five river background temperatures identified above. Moreover, for the worst-case highest and median effluent flow fraction, mass-balance calculations will be performed for both the highest effluent-river temperature differential and the median effluent-river temperature differential that occurs for the defined river background temperature. This mass-balance modeling results in 20 scenarios modeled for a 2.5 MGD discharge and 20 scenarios modeled for the 5.22 MGD discharge.

Deliverables

- ▲ Habitat maps (GIS and PDF format)
- ▲ AB 52 notification letters (Word and PDF format)
- ▲ Cultural Resources Inventory and Evaluation Report (Word and PDF format)
- ▲ DMS2, CORMIX Thermal Plume, and Mass-Balance Fully Mixed Temperature modeling results (Excel and PDF format)

Assumptions

- ▲ The project area includes the CTF, one pipeline alignment, , and a 300-foot length of the Sacramento River centered on the proposed outfall location.
- ▲ Protocol-level surveys for special-status species and wetland delineations are not required.
- ▲ The cultural resources survey will be negative for cultural resources (i.e., no previously unrecorded cultural resources will be encountered and no previously recorded cultural resources will require updates). No testing or excavation will be conducted, nor will any artifacts, samples or specimens be collected during the survey.
- ▲ Tribal consultations required for compliance with Assembly Bill 52 will be conducted by the City.

Task 3: Prepare Administrative Draft EIR

Based on scoping, it is assumed that the following resource areas will need to be covered in the EIR:

- ▲ Air Quality;
- ▲ Terrestrial Biological Resources;
- ▲ Aquatic Biological Resources;
- ▲ Cultural and Tribal Cultural Resources;
- ▲ Energy;
- ▲ Greenhouse Gas Emissions and Climate Change;

- ▲ Hazards and Hazardous Materials;
- ▲ Hydrology and Water Quality;
- ▲ Paleontological Resources;
- ▲ Noise and Vibration; and
- ▲ Utilities and Service Systems.

The DEIR will incorporate the data and information collected and reviewed during Task 2 and consider and incorporate as appropriate the comments submitted during the public scoping period. The EIR will clearly determine significance of impacts, provide and describe support for significance conclusions, propose feasible mitigation to reduce significant impacts, and determine if any impacts are significant and unavoidable. Other elements of the EIR will include an evaluation of cumulative impacts, growth-inducing impacts, and alternatives.

Environmental Analysis

Following is a discussion describing the methodologies, technical strategies, and general approach for each of the EIR's anticipated environmental issue areas, based on Ascent's understanding of potential impacts of the proposed project. In general, the EIR will include a discussion of the environmental setting/baseline for the proposed project, a summary of applicable regulations (federal, state, regional, and local), and an analysis of the potential impacts of project implementation. Mitigation will be recommended to reduce or eliminate project impacts, where feasible. We will review mitigation measures used in the General Plan EIR and previous environmental documents for applicability to impacts of the proposed project and incorporate them to the extent applicable.

Introduction/Project Description

The Ascent team will prepare the introduction chapter of the EIR, which will describe the history of the proposed project, its relationship to the City's Integrated Water Resources Master Plan, and the environmental review process. The project description, as noted above, will address the project components (as specifically as possible) and include a list of subsequent approvals (e.g., City approvals, as appropriate; responsible agency approvals), plan history/characteristics, and other information relevant to an understanding of the proposed project.

Air Quality

The project is located within the San Joaquin Valley Air Basin and under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). A brief description of applicable federal, state, and local regulations and regional and local conditions will be presented, including current federal and state attainment designations. Ascent will evaluate short-term construction-related emissions of criteria air pollutants, precursors, consistent with methodologies recommended by San Joaquin Valley Air Pollution Control District (SJVAPCD). Air quality modeling will be conducted using the California Emissions Estimator Model (CalEEMod), as well as other district-approved calculation methods if necessary. The air quality analysis will evaluate project-generated emissions against SJVAPCD-adopted CEQA (annual) thresholds of significance, as well as their (daily) screening levels to determine if a more detailed air quality analysis (i.e., air dispersion modeling) is required for criteria air pollutants. Based on our understanding of the project,

air dispersion modeling for criteria air pollutants is not anticipated to be necessary, and therefore, not included in this scope of work. If modeled emissions exceed applicable thresholds, mitigation measures, including construction measures identified by SJVAPCD, will be recommended.

Toxic air contaminants (TACs) from construction activity will be evaluated using SJVAPCD prioritization calculators, using estimated diesel exhaust emissions. The TAC of concern from construction activity is diesel particulate matter (diesel PM); and therefore, will be the focus of the analysis. No new or modified existing stationary sources are proposed, so operational TAC emissions will be addressed qualitatively. Local concentrations of Carbon Monoxide (CO) are not anticipated and will also be addressed qualitatively. The proposed project includes potential odor sources, so the odor analysis will consider SJVAPCD guidance and recommendations for odor-generating land uses.

Ascent will prepare a Federal General Conformity Applicability Analysis to satisfy CEQA-Plus requirements. Ascent will evaluate and compare project-generated construction and operational emissions with applicable Federal de minimis emissions levels to determine if General Conformity applies to the project. It is anticipated that project-generated emissions will be below de minimis levels, and a General Conformity Determination will not be required.

Biological Resources

Biological resources will be evaluated in two sections of the EIR: a Terrestrial Biological Resources section and an Aquatic Biological Resources section.

Ascent will lead preparation of the Terrestrial Biological Resources section of the EIR. The Terrestrial Biological Resources section will include summaries of federal, state, and local plans, policies, and regulations related to protecting terrestrial biological resources. The section will describe the existing condition for terrestrial biological resources in the project area. Terrestrial species likely to be addressed include valley elderberry longhorn beetle, giant garter snake, Swainson's hawk, and tricolored blackbird, as well as other sensitive species or species covered by the SJMSCP. The impacts of the project will be evaluated and are expected to focus primarily on construction related impacts, as operation of the project is not expected to have on-going impacts to terrestrial species or habitats. Mitigation for significant impacts will be described, consistent with the Avoidance and Minimization Measures in the SJMSCP. The section will discuss the relevancy of the SJMSCP to the project.

RBI will lead preparation of the Aquatic Biological Resources section of the EIR, as well as the related Aquatic Biological Resources assessments in the Alternatives chapter of the EIR. The section will include an overview of aquatic habitat and fish communities in the affected environment, including the San Joaquin River in the vicinity of the proposed discharge location, and the Delta. Detailed descriptions of special-status species and a compilation of thermal tolerance data for representative important fish species that are to be assessed in the EIR will be included. These species include both thermally intolerant species and species listed as threatened or endangered under the state and/or federal Endangered Species Act. Fish species to be assessed include Delta Smelt, Green Sturgeon, Steelhead, and Chinook Salmon. Thermal tolerances also will be compiled for zooplankton, phytoplankton, and benthic macroinvertebrates. The EIR section will also include methods used to conduct the impact analysis, including the thermal impact assessment methodology, scenarios evaluated and how they support the impacts assessments, and assumptions.

Aquatic Biological Resources assessment of construction-related impacts will focus on direct impacts to aquatic habitat and aquatic life in the San Joaquin River, with an emphasis on the placement of the outfall within the river. Impacts to aquatic biological resources associated with construction effects on water quality will be addressed in the Hydrology and Water Quality section.

Aquatic Biological Resources assessment of operations-related impacts will focus on direct impacts to aquatic habitat and effects on fish due to changes in river temperature. Operations-related impacts to aquatic biological resources associated with changes in San Joaquin River water quality other than temperature will be addressed in the Hydrology and Water Quality section of the EIR.

The temperature assessment will rely, in part, on modeling of the CTF effluent discharge to the San Joaquin River. The assessment will utilize the CTF effluent plume modeling completed under Task 2 to develop a characterization of temperature in the near-field area of the new outfall and in the far-field after the effluent has completely mixed with the river flow. RBI will evaluate the modeled near-field and far-field river temperatures for the Project conditions, relative to existing in-river temperature conditions, and compare these thermal conditions to the thermal tolerances of the river's aquatic biological resources for the purposes of making temperature-related impact determinations. A key aspect of these assessments will be to determine the ability of mobile organisms to avoid the thermal plume and the duration of exposure to the thermal plume for both mobile organisms and those that drift with the river's currents (e.g., larval fishes, algae, zooplankton, detached benthic invertebrates).

Cultural and Tribal Cultural Resources

NIC will develop the Cultural and Tribal Cultural Resources section of the EIR using data acquired in Task 2. The EIR section will encompass archaeological, historic, and tribal cultural resources and include the regulatory setting, the environmental/cultural setting, a discussion of known cultural resources and the sensitivity of the project area for archaeological, historic, or tribal cultural resources, the methods used for the impact analysis, significance criteria, and appropriate defensible mitigation measures for the proposed project. This chapter will describe the affected environment for cultural resources, the regulatory setting associated with cultural resources, and the potential impacts on cultural resources that would result from the project implementation.

Energy

Ascent will evaluate the project's energy consumption during construction and operation based on information provided by the project engineers/designers, and determine if the project would cause wasteful, inefficient or unnecessary consumption of energy or wasteful use of energy resources. Additionally, an analysis will provide a qualitative evaluation of whether the project would conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

Greenhouse Gas Emissions and Climate Change

GHG analysis will include a brief discussion of the current state of the science (e.g., Intergovernmental Panel on Climate Change's Fourth Assessment Report), along with applicable regulatory framework and relevant guidance (e.g., AB 32 and Senate Bill 32). Similar to the air quality analysis discussed above, construction and operational GHG emissions will be quantified to the degree feasible using project-specific

information and the most recent version of CalEEMod. The estimated emissions will include potential GHG emissions from construction activities and all operational sources (e.g., building and equipment energy, mobile-sources). For the impact analysis, Ascent will consider all existing and applicable guidance and policies from the State and local agencies and will coordinate with the City regarding the most appropriate thresholds of significance to use (the SJVAPCD does not currently provide up-to-date guidance on GHG thresholds). In addition, Ascent will qualitatively discuss potential adverse impacts to development within the project area due to climate change and the ability for project-related development to adapt to these effects.

Hazards and Hazardous Materials

Construction and operations of wastewater treatment facilities, including dechlorination processes, may involve the use of potentially hazardous materials that can result in potential public health and environmental impacts. Ascent will prepare the existing hazards and hazardous materials setting based partly on existing information available from the City and the City's emergency response planning efforts, as well as database information from the California Environmental Protection Agency. Ascent will evaluate the potential hazards and hazardous materials impacts associated with implementation of the project. This section will also evaluate the potential for the project to result in a hazard to the public or the environment through transport, upset, or emission of hazardous materials. Information regarding the types of activities and hazardous materials that could be used during construction and operation will be summarized and evaluated.

Hydrology and Water Quality

RBI will lead preparation of this section of the EIR, as well as the related assessments in the Alternatives chapter of the EIR. The section will include summaries of federal, state, and local plans, policies, and regulations related to controlling hydrology-related factors (e.g., storm water and flooding) and water quality, and current hydrologic and water quality conditions in the San Joaquin River in the vicinity of the proposed discharge location, the Delta, and the groundwater basin underlying the current land application areas for the Lathrop CTF. River flow conditions and groundwater aquifer and recharge will be characterized. Water quality constituent concentrations in the San Joaquin River will be characterized based on publicly available data (e.g., data collected by the City of Manteca for NPDES permit compliance available on CIWQS, data on CEDEN). Delta water quality will be generally characterized based on published reports and known water quality impairments. Models used to assess potential impacts to water quality (including temperature) and model assumptions will be described.

Based on our current understanding of the Project, the Hydrology assessment will focus on:

- ▲ construction-related impacts to hydrology, including effects on site drainage and flooding risk; and
- ▲ operations-related impacts to hydrology, including groundwater, site drainage, and flooding risk.

The Hydrology assessment will be largely qualitative, though it will rely, in part, on evaluation of discharge rate relative to river flow data for the impacts determination.

The Water Quality assessment will focus on:

- ▲ construction-related impacts to water quality; and
- ▲ operations-related impacts to water quality resulting from the new effluent plume in the San Joaquin River, both in the near-field area of the new outfall and in the far-field area where complete mixing of the new effluent discharge with the river and Delta waters occurs.

The construction-related impacts to water quality will be determined from qualitative evaluation of potential contaminant sources and implementation of best management practices. Operations-related impacts to water quality will be determined from quantitative and qualitative analyses. The analysis will consider the potential for the discharge to cause exceedance of water quality standards and to degrade water quality relative to existing conditions. DSM2 modeling results from Task 2 for the current treatment plant capacity (2.5 MGD) will be used for the quantitative assessments.

Noise and Vibration

This section will include a discussion of noise fundamentals and descriptors; identification of applicable federal, State, and local regulations; and a description of existing noise and vibration conditions within the project area. Ascent will describe existing noise and vibration conditions based on existing documentation, site reconnaissance data, and the use of prediction methods (e.g., Federal Highway Administration's [FHWA's] Traffic Noise Prediction Model). This will include determining the location of existing sensitive receptors (especially residential land uses) and major noise sources (including railway traffic and traffic on Interstate 5, State Highway 120 and major roads [e.g., Manthey Road]) in the vicinity of the project, and identifying any natural factors related to noise attenuation.

Ascent will evaluate potential impacts related to short-term construction noise and vibration, as well as noise and vibration from operation, including any anticipated stationary noise sources (e.g., industrial uses, mechanical equipment). Construction-related noise/vibration and long-term operational stationary sources will be assessed using published reference noise/ vibration levels for typical equipment and evaluated at existing sensitive receptors based on applicable thresholds/documentation, including the City's Noise Ordinance and General Plan Noise Element.

Project-generated traffic is assumed to be minimal and would not result in an increase in ambient noise levels. Ascent will discuss the potential increase in traffic volumes during project operation, supported by evidence, to determine that no substantial increases in mobile source noise are anticipated with project operation. It is assumed that the project would not result in any new major long-term operational sources of ground vibration. In general, the significance of short-term and long-term noise and vibration impacts will be determined based on comparison to applicable standards (e.g., City of Lathrop, Caltrans, FTA), and mitigation measures will be prepared as needed that clearly identify timing, responsibility, and performance standards. The project's construction and operational noise shall be estimated and compared to existing and future conditions. No noise measurements will be taken as part of this analysis.

Paleontological Resources

NIC will develop the Paleontological Resources section of the EIR based on a review of geologic maps and a record search of the online database maintained by the University of California Museum of Paleontology

at Berkeley (UCMP). The EIR section will include the regulatory setting, the environmental setting, a discussion of known paleontological resources and the sensitivity of the project area for paleontological resources, the methods used for the impact analysis, significance criteria, the potential impacts on paleontological resources, and appropriate defensible mitigation measures for the proposed project.

Utilities and Service Systems

The EIR will include an assessment of the project's short- and long-term effects on utilities, including the potential for interruption of service. Ascent will evaluate how the project would modify existing stormwater collection/disposal facilities as part of this section of the EIR. Mitigation measures will be identified, as appropriate. Discussion of impacts related to solid waste are not anticipated to be necessary as part of the EIR.

Cumulative Impacts

At the end of each issue-area-specific analysis, the EIR will include a discussion of potential cumulative impacts per issue area. Ascent will work closely with the City to establish the cumulative setting. Ascent proposes to use a hybrid approach that will include a list of reasonably foreseeable cumulative development projects on and near the proposed project to capture more localized cumulative impacts (e.g., construction-related), as well as a projection of growth under the City of Lathrop and San Joaquin County General Plans (e.g. CTF buildout discharge rate of 5.22 MGD). Ascent will evaluate the significance of any cumulative impacts for which there would be a project-specific impact (less than significant or greater) and the project's contribution to that impact and determine whether the SWD project is cumulatively considerable. If necessary, we will recommend additional mitigation to reduce or avoid potentially significant impacts.

Alternatives

CEQA requires that an EIR describe a range of reasonable alternatives to a project that feasibly attain most of the objectives but could avoid or reduce at least one environmental impact (Section 15126.6). Ascent assumes that a no-project alternative and up to three action alternatives involving an alternative operations scenario (Operations Alternative), an alternative pipeline alignment (Pipeline Alignment Alternative), and an alternative outfall configuration (Outfall Configuration Alternative) will be analyzed in a separate section of the EIR. The Ascent team will work closely with the City and its engineering consultants during preparation of the Administrative Draft EIR to identify these alternatives. The Pipeline Alignment Alternative is anticipated to include installation of a new dedicated effluent discharge pipeline from the Crossroads Pump Station along Christopher Way, continuing through private property within an existing easement, and connecting to the existing LOF pipeline at Harlan Road. From this location to the outfall the alignment would be the same as the proposed project. The Outfall Configuration Alternative is anticipated to be a diffuser along the bottom of the San Joaquin River. It is assumed for purposes of the Hydrology and Water Quality analysis of the Outfall Configuration Alternative, that the analysis can tier directly from the project level impact assessment and no new quantitative analysis will be needed. However, because a different outfall configuration would result in a thermal plume shape in the near-field different from that which would occur under the proposed project, the near-field thermal plume shape can have a direct effect on aquatic biological resources. Therefore, the analysis of temperature effects in the near-field on aquatic biological resources will be conducted in the same manner as the project level analysis. The near-

field plume will be modeled using CORMIX and/or Visual Plumes, as appropriate, in either the same manner as modeled for the outfall configuration for the proposed project (cost included in Task 2), or at a somewhat lesser level of detail (i.e., fewer scenarios) if it is decided that a somewhat lesser level of effort is sufficient for the alternatives assessment. Because dilution in the far-field would be similar regardless of outfall configuration, the far-field temperature analysis will tier directly from the project level impact assessment and no new quantitative analysis will be needed. For all other impact areas and Alternatives, the alternatives analyses will be conducted at a lesser level of detail compared to that of the proposed project and will indicate how the impacts under the alternatives would differ from those identified for the proposed project, and whether the impacts would be greater, similar, or lesser compared to those identified for the proposed project.

Growth Inducement

This section will qualitatively evaluate the project's potential to induce growth and any subsequent environmental impacts that would occur (pursuant to CEQA Guidelines Section 15126[d]). Projects generally induce growth by removal of an existing obstacle to growth (e.g., expanding infrastructure capacity, extending infrastructure to new areas, providing additional housing, etc.), or by providing increased economic activity in an area. We expect this discussion will focus on the freeing up of land for planned development that would result from construction of the surface water discharge and associated facilities, and the potential effects that could occur elsewhere as a result of City growth. The analysis will focus on general-planned land uses that are constrained by the current system of storage and effluent discharge.

Other Sections Required by Statute

CEQA provides very specific requirements for the contents of an EIR. Ascent will provide the City with a complete EIR containing all sections required by CEQA. Sections required by CEQA not mentioned above include the table of contents, an executive summary, an introduction to the environmental analysis, effects not found to be significant, a discussion of irreversible commitment of resources, references, and a list of individuals and agencies consulted. The EIR will include visual aids, such as maps and diagrams, to clearly present the environmental analysis to the decision makers, responsible agencies, and the public. The executive summary will include a summary table of all impacts and mitigation measures identified in the EIR.

Compliance with Applicable Federal Laws and Regulations

The EIR will also include a stand-alone section documenting project compliance with applicable federal laws and regulations, in accordance with the SWRCB Environmental Review Process Guidelines for State Revolving Fund Loan Applicants (SWRCB 2004) and the SRF Financial Assistance Application Environmental Package (as revised 02/2014). As defined in those guidelines, this section will address:

- ▲ Clean Air Act (CAA), General Conformity Determination
- ▲ Coastal Barriers Resources Act
- ▲ Coastal Zone Management Act
- ▲ Environmental Justice: Executive Order 12898

- ▲ Farmland Protection Policy Act
- ▲ Federal Endangered Species Act (ESA)
- ▲ Fish and Wildlife Coordination Act
- ▲ Floodplain Management: Executive Order 11988
- ▲ Magnuson-Stevens Fishery Conservation and Management Act
- ▲ Migratory Bird Treaty Act (MTBA)
- ▲ Protection of Wetlands: Executive Order 11990
- ▲ Safe Drinking Water Act, Source Water Protection
- ▲ Section 106, National Historic Preservation Act (NHPA)
- ▲ Sustainable Fisheries Act
- ▲ Wild and Scenic Rivers Act

This section will describe each federal law or regulation, its applicability (or lack thereof) to the proposed project, and present the facts supporting the compliance determination. For air quality, biological resources and cultural resources, the federal laws and regulations will be addressed in those respective resource sections; therefore, the compliance determinations will be summarized in this section and the reader will be referred to the resource section for details.

In addition to this section, SWRCB requires the preparation of a stand-alone analysis of the following. Ascent will prepare this analysis in accordance with SWRCB requirements.

- ▲ Climate Change Worksheet: Ascent will prepare the SWRCB Climate Change Worksheet to document the project's potential climate vulnerability, the potential effects of climate change that the proposed facilities may be subject to. Ascent will fill out the worksheet and will provide supporting attachments as needed. Where applicable, cross-references to other resource evaluations in the EIR will be provided (e.g., flooding risk, air quality)
- ▲ Federal Emergency Management Agency (FEMA) – Flood Map: Ascent will prepare a map that documents FEMA flood zones in relation to the project.

Deliverables

- ▲ Administrative Draft EIR (Word format)

Assumptions

- ▲ ESA Section 7 consultation with NMFS and compliance with the Magnuson-Stevens Fishery Conservation and Management Act (essential fish habitat) will be addressed by RBI under a separate agreement with the City.
- ▲ ESA Section 7 consultation with USFWS will not require preparation of a Biological Assessment.

Task 4: Prepare Public Draft EIR and Conduct Public Meetings

Based on one set of consolidated and reconciled comments from the City and its legal counsel, the Ascent team will incorporate written comments on the Administrative Draft EIR to produce a Screencheck Draft EIR, which will be submitted to the City. Upon receipt of a consolidated and reconciled set of comments on the Screencheck Draft EIR, the Ascent team will revise the document and prepare a Draft EIR, suitable for public review. We assume that the City will handle mailing of the EIR, as well as posting of the EIR at the County Clerk's office. Ascent will handle the posting of the EIR with the State Clearinghouse due to its proximity to Ascent's offices. At the time of publication of the Draft EIR, Ascent will also provide the City with a complete electronic record of all references used in the environmental analysis.

Ascent will also prepare a Notice of Availability (NOA) for publication in a local newspaper and the Notice of Completion (NOC) for filing with the State Clearinghouse and County.

Ascent team members (project manager, assistant project manager, and one other team member) will prepare for and attend up to two public meetings during the EIR public review period. Ascent will prepare and present materials (assumed to be a Microsoft PowerPoint presentation) pertaining to the CEQA process and environmental analysis. All meeting materials will be web-formatted for upload to the City website. Ascent will provide sign-in sheets and comment cards for use by meeting participants and will be responsible for capturing summary notes of public and agency comments. We assume that the City also will retain a court reporter to prepare a transcript of the Draft EIR hearings.

Deliverables

- ▲ Screencheck Draft EIR (Word/PDF format)
- ▲ Public Draft EIR (Word/PDF format; 30 hard copies; 50 jump drives)
- ▲ NOC (PDF format)
- ▲ NOA (Word format)
- ▲ Two public meetings

Assumptions

- ▲ The City will consolidate all comments on the document deliverables in a single document and reconcile any conflicting comments prior to transmittal to the Ascent team.
- ▲ No more than one round of review and comment on the EIR document deliverables will be required.
- ▲ Hard copies and thumb drives will be distributed by the City.
- ▲ The City will be responsible for publication of the NOA in the same newspaper of general circulation used for publication of the Notice of Preparation.
- ▲ The City will file the NOC with the County. Ascent will file the NOC with the State Clearinghouse.

- ▲ The public meetings will be no more than 2 hours long and will be attended by up to two Ascent staff and one RBI team member.
- ▲ The City will arrange for the meeting space and with assistance from its engineering consultants will prepare presentation materials (assumed to be a Microsoft PowerPoint presentation) pertaining to the project and its technical issues.

Task 5: Prepare Final Environmental Impact Report

The Ascent team will closely review all comments received during the Draft EIR comment period, as well as any late comments that require a response. Ascent will thoughtfully respond to the comments received and provide thorough, well-substantiated responses for comments that raise issues with the Draft EIR's environmental analysis. Responses may include master responses that address multiple comments regarding the same topic. A budget of 80 labor hours for the Ascent team's technical staff time has been included in this scope to prepare the draft responses to comments and the administrative Final EIR; once all comments are received, this budget may need to be adjusted (scope of work amendment).

The Final EIR will consist of the Draft EIR Volume(s), as amended through responses to comments, and a Responses to Comments Volume. The Responses to Comments Volume will include three major sections: 1) an "introduction" section which will include a matrix of comment letters received and a summary of the environmental issues raised by each letter; 2) the "response to comments section," which will include individually bracketed and numbered comments with the corresponding responses, as well as any master responses; and 3) the "changes to the Draft EIR" section, which will include the specific text changes for those instances in which the Draft EIR requires revision. The administrative Final EIR will be submitted to the City for review.

Based on one set of consolidated and reconciled comments from the City, the Ascent team will incorporate written comments on the Administrative Draft Final EIR to produce a Screencheck Draft Final EIR, which will be submitted to the City for review.

Ascent will revise the Screencheck Final EIR based on one set of consolidated and reconciled comments from the City and prepare the Final EIR. We assume that the City will submit either the Final EIR or excerpted formal responses to any agencies that submitted comments on the Draft EIR no less than 10 days prior to consideration of the EIR by the City Council for certification.

Deliverables

- ▲ Administrative Draft Final EIR, Screencheck Draft Final EIR and Final EIR (Word/PDF format)

Assumptions

- ▲ The City will consolidate all comments in a single document and reconcile any conflicting comments on document deliverables prior to transmittal to the Ascent team.
- ▲ No more than one round of review and comment on the EIR document deliverables will be required.

Task 6: Prepare Mitigation Monitoring and Reporting Plan

This scope assumes that Ascent will prepare the Mitigation Monitoring and Report Program (MMRP), based on the mitigation measures in the EIR, as amended through responses to comments. Ascent will prepare an draft MMRP and will submit it electronically to the City for review and comment with the Screencheck Draft Final EIR. Once comments are received, Ascent will incorporate comments and produce the final MMRP and submit it with the Final EIR. If desired by the City, the MMRP can be included as a section in the Response to Comments Volume of the Final EIR.

Deliverables

- ▲ Draft and Final MMRP (Word/PDF format)

Assumptions

- ▲ The draft MMRP will be submitted with the Screencheck Draft Final EIR and the final MMRP will be submitted with the Final EIR.
- ▲ No more than one round of review and comment on the Draft MMRP will be required.

Task 7: Prepare Findings and Support EIR Certification

If the City decides to approve the project, Ascent will prepare Findings of Fact for each significant impact, and a Statement of Overriding Consideration for significant impacts found to be unavoidable, if applicable, for the City's use in certifying the Final EIR and approving the Project. The Statement of Overriding Considerations, if required, will express the City's reasons for approving a Project that would have significant, unavoidable impacts on the environment. The Statement of Overriding Considerations will be based on supporting evidence in the administrative record.

A draft of the findings will be submitted electronically to the City for review and comment. Once comments are received, Ascent will incorporate comments and produce the final findings. Ascent will also prepare the CEQA-required Notice of Determination for filing with the County and the State Clearinghouse.

Deliverables

- ▲ Draft and Final Findings of Fact and Statement of Overriding Considerations (Word/PDF format)
- ▲ Notice of Determination (PDF format)

Assumptions

- ▲ The City will file the NOD with the County and pay the California Department of Fish and Wildlife filing fee. Ascent will file the NOD with the State Clearinghouse.

Task 8: Project Management and Meetings

Andrea Shephard, PhD, will serve as project manager for the proposed project, with the management team also including Gary Jakobs as principal. Michael Bryan, PhD, will manage the work effort for RBL. Cindy Arrington will manage the work effort of NIC. This task includes standard project management tasks such as timely preparation of invoices and maintenance of project records (including the administrative record supporting the CEQA document). This task also includes bi-weekly meetings/conference calls with the City and others to coordinate, discuss project progress, and resolve any issues or concerns.

Deliverables

- ▲ Monthly invoices (PDF format)
- ▲ Up to 12 in-person meetings and 12 conference calls

Assumptions

- ▲ Conference calls will be attended by up to three Ascent team members. Calls will be up to 1 hour in duration with an additional hour per person for preparation and follow-up.
- ▲ In-person meetings will be attended by up to three Ascent team members. Meetings will be up to 2 hours in duration with 4 additional hours per person for preparation, travel, and follow-up.

SCHEDULE

A milestone schedule for all tasks is provided below.

TASK	2020												2021	
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
1 Finalize Project Description														
2 Conduct Special Studies														
3 Prepare Administrative Draft EIR														
4 Prepare Public Draft EIR														
DEIR Public Review Period														
5 Prepare Final EIR														
6 Prepare MMRP														
7 Prepare Findings and SOC's														
EIR Certification and Project Decision														★
File NOD														
8 Project Management														

COST ESTIMATE

The proposed price for the proposed Consolidated Treatment Facility Surface Water Project is presented in Attachment B. Please note that the price is estimated based on a good faith effort and our current understanding of the City's project needs. Variations in approach, issues, and deliverables can adjust the contract price.

ASSUMPTIONS

1. **Lump-Sum Price.** Work is authorized based on a lump sum price. Monthly invoices will be issued based on the percentage of progress toward completion of the work.
2. **Price Allocation to Tasks.** The proposed price has been allocated to tasks. Ascent may reallocate budget among tasks, as needed, as long as the total contract price is not exceeded.
3. **Staff Assignment.** Work has been assigned to the identified staff or labor category. Ascent may reassign tasks to different staff or labor categories, as long as the total contract price is not exceeded.
4. **Billing Rates.** The proposed billing rates apply to the current calendar year. For work performed after this year has concluded, budget augmentations and contract amendments will be calculated using updated billing rates, unless precluded by contract terms.

ATTACHMENT B

PROPOSED FEE SCHEDULE (PHASE 2) SURFACE WATER DISCHARGE PROJECT CITY OF LATHROP

Ascent will invoice for all work under this scope of work in accordance with the fee schedule below, with rates valid through March 1, 2021. The contract value for the Phase 2 scope of work is \$574,446. See Attachment C for a detailed cost breakdown. Ascent will keep the City apprised on the status of the budget and any changes to the scope arising from project needs.

Labor Classification	Billing Rate
Principal, Director	\$200 to \$320
Senior Project Manager, Senior Environmental Planner/ Planner/Scientist/Biologist/Urban Designer	\$165 to \$210
Project Manager, Project Environmental Planner/ Planner/Scientist/Biologist/Urban Designer	\$125 to \$180
Staff Environmental Planner/ Planner/Scientist/Biologist/Urban Designer	\$110 to \$150
Graphics/GIS	\$95 to \$130
Document Production/Word Processor/ Administrative Assistant	\$75 to \$115
Project Assistant	\$65 to \$105
Direct Costs	Rates
Reproduction: 8 1/2" by 11"	\$0.07/page (black and white); \$0.26/page (color)
Reproduction: 11" by 17"	\$0.14/page B&W; \$0.52/page color
Reproduction: Plotter	\$5/square foot
Reproduction: CDs	\$10/disc
Automobile mileage	IRS rate in effect
Noise meter	\$100 / half day, \$150 / day, \$200 / day plus overnight, \$500 / week
GPS Unit	\$100 / half day, \$150 / day, \$200 / day plus overnight, \$500 / week
Lodging and/or Per Diem	Government rates or as negotiated

Other direct costs	As incurred
Subcontractors	As incurred*

*A project-support management cost of 5 percent will be applied to subcontractor costs.

Lump-Sum Price. Work is authorized based on a lump sum price. Monthly invoices will be issued based on the percentage of progress toward completion of the work.

Price Allocation to Tasks or Staff. If the proposed cost presentation allocates funding to specific tasks or staff, Ascent may reallocate budget during the course of work, as long as the total contract price is not exceeded.

Lafrop Consolidated Treatment Facility Surface Water
Discharge EIR (19010070.05)

Natural Investigations Company (SUN)									
	Chief Project Manager	1m R	GA Architectural	PA GE	D. tan Architectural	Accountant			
Price	Hours	\$170	\$110	\$95	\$65	\$65	\$15		
1	-	0							
1	-	0							
1	-	0							
5	-	0	0	0	0	0	0	0	0
Price	Hours								
1	-	0							
1	\$145	\$55		\$25	3	15	0		
1	-	0							
1	-	0							
5	\$145	\$55	4	30	6	3	15	0	
Price	Hours								
1	-	0							
1	-	0							
1	-	0							
1	-	0							
1	2,630	28	2	24					
1	-	0							
1	-	0							
1	-	0							
1	-	0							
1	-	0							
1	-	0							
5	2,840	28	2	24	0	0	0	0	0
Price	Hours								
1	-	0							
1	-	0							
1	-	0							
5	-	0	0	0	0	0	0	0	0
Price	Hours								
1	-	0							
1	-	0							
1	-	0							
5	-	0	0	0	0	0	0	0	0
Price	Hours								
1	-	0							
1	-	0							
1	-	0							
5	-	0	0	0	0	0	0	0	0
Price	Hours								
1	-	0							
1	-	0							
1	-	0							
5	-	0	0	0	0	0	0	0	0
Price	Hours								
1	\$1	1							1
1	-	0							
1	-	0							
5	\$5	1	0	0	0	0	0	0	1

224	\$ 8,541	82.5	4.25	54	5.25	3	13	1
	\$ 750	\$ 5,940	\$ 446	\$ 255	\$ 1,165	\$		

REIMBURSABLE EXPENSES	\$	\$540
Printing		
Reproduction		
Travel	\$	100
Postage		
USB/Jump Drive/PCD		
Maps/Supplies/Photos/Miscellaneous	\$	450
NIC TOTAL PRICE	\$	9,110

TOTAL PRICE	\$	574,441
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RM TOTAL PRICE	5	272 892
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NIC TOTAL PRICE	\$	9.112
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates License # 0020739 P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME Nancy Ferrick PHONE (A/C, No., Ext.) 510-465-3090 FAX (A/C, No.) 510-452-2193 E-MAIL ADDRESS: nferrick@dealeyrenton.com
INSURED Ascent Environmental, Inc. 455 Capitol Mall, Suite 300 Sacramento CA 95814-4405	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Underwriters at Lloyd's, London INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2049572143 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6806H400124	3/15/2020	3/15/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA3710P295	3/15/2020	3/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CUP3384T427	3/15/2020	3/15/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB7K512667	3/15/2020	3/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> Professional Liability			W123BD190901	3/15/2020	3/15/2021	2,000,000 per Claim 3,000,000 Annu. Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Ascent Project No. 19010070.05 - City of Lathrop - Phase 2 Lathrop Consolidated Treatment Facility Surface Water Discharge.
The City of Lathrop, its officers, employees, agents, and volunteers are included as additional insured for General and Auto Liability, General Liability Insurance is primary and a severability of interest clause applies per policy form. A Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation. Professional Liability Retroactive Date: 01/15/2010 Professional Liability Deductible: \$35,000 per claim.

CERTIFICATE HOLDER City of Lathrop 390 Towne Centre Lathrop, CA 95330	CANCELLATION 30 Days Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Christine Swan
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

The City of Lathrop, its officers, employees, agents, and volunteers

Location of Covered Operations:

Phase 2 Lathrop Consolidated Treatment Facility Surface Water Discharge

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Information required to complete this Schedule, if not shown above will be shown in the Declarations
COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: 6806H400124

ISSUED DATE: 3/20/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE:

ADDITIONAL INSURED: The City of Lathrop, its officers, employees, agents, and volunteers

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: 6805H400124

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

The City of Lathrop, its officers, employees, agents, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:

We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person
or organization and included in the "products-
completed operations hazard". This waiver applies
only to the person or organization shown in the
Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB7K512607

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

The City of Lathrop, its officers, employees, agents, and volunteers

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Christine Silva

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 3/20/2020

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ascent Environmental, Inc.

Endorsement Effective Date: 3/15/2020

SCHEDULE

Name Of Person(s) Or Organization(s): The City of Lathrop, its officers, employees, agents, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7220 - fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

KPFF Consulting Engineers, Inc.
Dan Allwardt, S.E., Managing Principal
2250 Douglas Blvd., Suite 200
Roseville, CA 95661

Sent via email & original mailed: Dan.Allwardt@kpff.com

Dear Mr. Allwardt,

Enclosed please find your original executed Agreement to provide **Engineering Consulting Services for the Recycle Water Discharge 30% Design - Project (CIP WW 20-17)**. This is your Notice to Proceed to the attached Agreement.

Should you have any questions regarding this project, please contact Michael King at (209) 941-7454, the staff member directly involved with this project.

Sincerely,



Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

CITY OF LATHROP

**PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF
LATHROP AND KPFF CONSULTING ENGINEERS, INC.**

**ENGINEERING CONSULTING SERVICES FOR THE RECYCLE WATER
DISCHARGE 30% DESIGN - PROJECT CIP WW 20-17**

THIS AGREEMENT, dated for convenience this 8th day of April 2020, is by and between **KPFF Consulting Engineers, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Engineering Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Engineering Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practising under similar circumstances at the same time and in the same or similar locality.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$322,000**, for the Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term.

The effective date of this Agreement is April 8th, 2020, and it shall terminate no later than **June 30, 2021**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Dan Allwardt**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – ENGINEERING CONSULTING SERVICES WITH KPFF
CONSULTING ENGINEERS, INC. FOR THE RECYCLE WATER DISCHARGE PROJECT
CIP WW 20-17

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If 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.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

CITY OF LATHROP – ENGINEERING CONSULTING SERVICES WITH KPFF
CONSULTING ENGINEERS, INC. FOR THE RECYCLE WATER DISCHARGE PROJECT
CIP WW 20-17

- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S 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 One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
 - (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. 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, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

CITY OF LATHROP – ENGINEERING CONSULTING SERVICES WITH KPFF
CONSULTING ENGINEERS, INC. FOR THE RECYCLE WATER DISCHARGE PROJECT
CIP WW 20-17

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose 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, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT 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.
 - (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
 - (f) In addition to any other remedies CITY may have if CONSULTANT 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:
 - (i) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (ii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all 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 by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

CITY OF LATHROP – ENGINEERING CONSULTING SERVICES WITH KPFF
CONSULTING ENGINEERS, INC. FOR THE RECYCLE WATER DISCHARGE PROJECT
CIP WW 20-17

(12) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre
 Lathrop, CA 95330

CITY OF LATHROP – ENGINEERING CONSULTING SERVICES WITH KPFF
CONSULTING ENGINEERS, INC. FOR THE RECYCLE WATER DISCHARGE PROJECT
CIP WW 20-17

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330

MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: KPFF Consulting Engineers, Inc.
2250 Douglas Blvd., Suite 200
Roseville, CA 95661
Phone: (916) 772-7688

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

CITY OF LATHROP – ENGINEERING CONSULTING SERVICES WITH KPFF
CONSULTING ENGINEERS, INC. FOR THE RECYCLE WATER DISCHARGE PROJECT
CIP WW 20-17

- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) 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.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

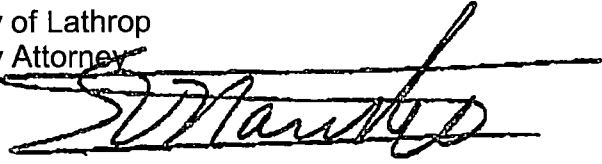
(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – ENGINEERING CONSULTING SERVICES WITH KPFF
CONSULTING ENGINEERS, INC. FOR THE RECYCLE WATER DISCHARGE PROJECT
CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director



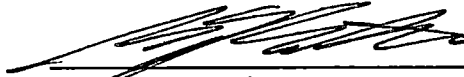
Michael King

4-8-2020

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



Stephen J. Salvatore
City Manager

4-8-2020

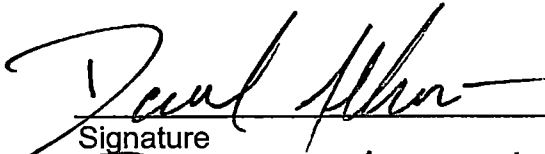
Date

Consultant:

KPFF Consulting Engineers, Inc.
2250 Douglas Blvd., Suite 200
Roseville, CA 95661
Phone: (916) 772-7688

Fed ID # 91-0755897

Business License # _____



Signature

4-6-20

Date

Daniel Alwardt, Managing
(Print Name and Title) Principal



April 2, 2020

Mr. Michael King
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Re: City of Lathrop – Recycled Water Discharge
Proposal for 30% Design Services
KPFF Job 1900-235

Dear Michael:

We are pleased to submit this proposal for engineering services required for the above-referenced project. This proposal is based on our discussions and our work to date.

PROJECT DESCRIPTION

The project consists of providing engineering services in support of the City's effort in obtaining environmental clearance to repurpose an existing San Joaquin River outfall located along Sadler Oak to discharge treated effluent from the Consolidated Treatment Facility (CTF). A list of the tasks requested of KPFF is shown below.

KPFF was under contract to the City to perform Task 1 when we were asked to work on Task 2. We have separated Task 1 into Task 1a and Task 1b to better explain the scope of work. This proposal letter explains the additional requests for Tasks 3 through 7, provides the intended scope and associated fees.

Task 1a – Locate and investigate existing 20-inch pipe west of Interstate 5

Under our previous contract, KPFF located the existing 20-inch pipe to the west of Interstate 5 along Saddle Oak. To accomplish this, KPFF hired a subcontractor, Nor-Cal, to access the pipe and obtain video along its length. During this work we discovered that the pipe was partially full of water which required testing to determine if the water was contaminated. We have test results now and are working on a method to pump the water out of the pipe and properly dispose it. Once the water is removed, we will have Nor-Cal access the pipe again and finish the camera inspections. This task will be completed under our previous contract with the City as illustrated in the FEE section of our proposal.

Task 1b – Locate and investigate existing 20-inch pipe east of I5

Under the scope of work for this additional services proposal, KPFF will locate the existing 20-inch diameter steel pipe at four additional locations along 3,800 lineal feet of existing pipe to the east of Interstate 5. We will work with Nor-Cal to locate the pipe using GPR technology and then use a vac-truck to excavate soils and determine the depth of the pipe below grade. We will coordinate traffic

Mr. Michael King, City of Lathrop
Recycled Water Discharge – 30% Design
KPFF Job 1900-235
April 2, 2020
Page 2

control design and shoring requirements if required. The intent of this work is to provide additional pipe entry locations where a video camera can be used to determine general pipe condition and suitability for re-use. This data will be used to support preparation of 30% preliminary design drawings.

Task 2 – Develop Conceptual Options and Estimates of Probably Construction Costs

Under our previous contract, KPFF developed conceptual sketches and narratives for several pipe route options between the CTF and the river. The sketches were used to coordinate within the design team, and they were used by others to start discussions with jurisdictional review agencies. KPFF also developed estimates of probably construction costs for several of these options and refined the estimate as information became available about the costs. Some of the options were abandoned because they were not feasible from engineering and/or operational requirements and the team is now pursuing a specific project description with defined alternatives.

Task 3 - Survey

An aerial survey will be required along the route of the pipe between the CTF and the San Joaquin River. Our survey team will set control then, working with our subconsultant (Aerotech Mapping), we will have the site flown to develop a topographic survey at 1"=20'.

While we will not conduct boundary surveys as a part of this scope, we will locate street centerline and property monuments where they are readily available for the purpose of locating easements and right of way boundaries from title report information.

Our surveyors will also record location and elevations at top of grade at each of the 20-inch steel pipe access points with the intent to develop a preliminary profile of the pipe based on this information. We anticipate gathering supplemental topographic information near and on the levee in anticipation of developing conceptual details for re-building the outfall. We have included one day of survey work within the CTF to gather supplemental information that will likely be required to locate proposed equipment.

Task 4 - Piping Route Plan and Profile

Using the KPFF generated survey as a background, we will prepare conceptual plan and profile drawings of the 20-inch pipe from the CTF to the river. We will obtain as-built utility information from the City to identify and generally illustrate utility crossings. Utility locate services are not included at this time. KPFF preliminary design drawings will be based on the available as-built information.

We anticipate our drawings will be used in the EIR to illustrate the impacts of the new pipe (or re-used pipe along a section of the route). Our scope of work will include working with the authors of the EIR to assist them in developing narratives associated with our engineering work.

Task 5 - Outfall Preliminary Design

We will work with RBI and other team members to develop preliminary plans and sections to illustrate the anticipated infrastructure improvements associated with a new side-bank outfall. As we have discussed, final design is not required at this stage, however enough detail will need to be shown in our preliminary drawings to identify the general scope of required construction and to communicate our intent to comply with jurisdictional requirements.

Our scope of work will also include developing conceptual sketches for a diffuser option in a similar manner. We will assist the authors with project narratives for both these options.

Task 6 - Modifications to the CTF

Working with EKI, we will develop preliminary drawings or sketches and narratives describing the required modifications to the CTF. We expect that EKI will provide all required equipment additions and modifications. KPFF will illustrate those requirements in our sketches and narratives as well as identify generally how these items will be constructed.

We have not included hiring an electrical designer in our scope of work. We anticipate that the City has knowledge of the facility such that your teams will provide the required narratives regarding how we will provide power to the new systems in the facility.

Task 7 – Supplemental Project Management Services

At your request we are including a task to provide supplemental project management services in support of City staff related to developing the EIR document. The City has a team of consultants and in-house professionals developing the EIR document. KPFF is providing engineering services as described above in support of document preparation. This task will include up to 8 hours per week for 50 weeks to provide supplemental project management services. These services may include the following:

- Updating and tracking the project schedule
- Scheduling and leading weekly team meetings
- Developing Next Action Plans and following up on promised deliverables
- Coordinating team member communication to move the project forward
- Attending up to 15 meetings in Lathrop

Our estimate of hours per week and 50 weeks of service is intended for assistance through approval of the EIR. We have not anticipated attending meetings with review agencies and the design team members to determine the estimated hours. We have also not included project management services associated with permitting the project. We would be happy to provide an additional service proposal related to that scope of work should it become necessary, but it is not included in our current estimate of the time required for this task.

Exclusions

- Utility locate service for anything other than what we noted for four locations along the length of the existing pipe located to the east of Interstate 5.
- Boundary surveys beyond locating readily accessible monuments in the centerline of streets.
- Engineering design work beyond that described above for which the project team is using the term “30% design”.
- Project management support services beyond those associated with the EIR preparation and our estimate of 8 hours per week for 50 weeks.
- Electrical engineering or other subconsultant design services.
- Structural engineering design of temporary earth shoring.

FEE

We propose to accomplish the scope of work noted on an hourly basis per the attached hourly rate sheet. We will bill for our services monthly based on the hours worked. Shown below is an estimate of our fees by phase for this project.

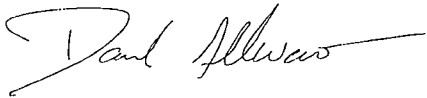
<i>Task</i>	<i>Fee Estimate</i>
Task 1a – Locate and investigate pipe west of Interstate 5	\$30,000
Task 2 – Conceptual options and estimates of probably costs	<u>\$19,500</u>
Total fees requested under previous contract	\$49,500
Approved Fees under previous contract	(\$49,500)
Task 1b – Locate and Investigate pipe east of Interstate 5	\$60,000
Task 3 – Aerial Survey and Topographic Map	\$48,000
Task 4 – Piping Route Plan and Profile	\$50,000
Task 5 – Outfall Preliminary Design	\$50,000
Task 6 – Modifications to CTF	\$35,000
Task 7 – Supplemental Project Management Services	<u>\$79,000</u>
Total fees requested for this proposal:	\$322,000

Mr. Michael King, City of Lathrop
Recycled Water Discharge – 30% Design
KPFF Job 1900-235
April 2, 2020
Page 5

SUMMARY

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Dan Allwardt, S.E.
Managing Principal

Attachments

Accepted By:

Name

Title

Date

Attachment A

**SACRAMENTO
HOURLY RATE SCHEDULE
KPFF CONSULTING ENGINEERS
2020**

PRINCIPAL-IN-CHARGE / ENGINEER OF RECORD	\$195
PROJECT MANAGER / SENIOR ENGINEER OR SURVEYOR	\$170
PROJECT ENGINEER / SURVEYOR	\$140
DESIGN ENGINEER / SURVEYOR	\$120
SENIOR DRAFTER / MODELER	\$120
DRAFTER / MODELER / SCHEDULER	\$95
SURVEY PARTY CHIEF (w/equipment in the field)	\$185 / \$235*
SURVEY FIELD TECHNICIAN (w/ Party Chief in the field)	\$85 / \$110*

* Regular Rate / Prevailing Wage Rate

Note:

Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Katie Kresner PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: Katie.Kresner@greyling.com														
INSURED KPFF, Inc. 1601 5th Ave Suite 1600 Seattle, WA 98101	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Allied World Surplus Lines Ins</td> <td>24319</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : The Continental Insurance Company	35289	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Allied World Surplus Lines Ins	24319	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 20-21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5268336	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			9775930	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			6050399824	04/01/2020	04/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	022298245(AOS) 022298244(CA)	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional/ Pollution Liability			03120067	10/10/2019	10/10/2020	Per Claim \$10,000,000 Aggregate \$10,000,000 SIR \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Re: KPFF Job #1900-235.

City of Lathrop, its officers, employees, agents, or volunteers are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Lathrop 390 Towne Centre Dr. Lathrop, CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

law.

The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

PL Retroactive Date: Full Prior Acts

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of
Policy No. 9775930 issued to KPFF, Inc.
by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

- I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of
policy No. 9775930 issued to KPFF, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

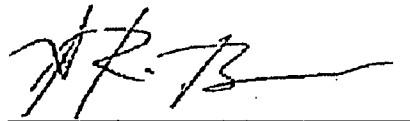
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



**Authorized Representative or Countersignature (in States Where
Applicable)**

74445 (10/99)

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of
policy No. 9775930 issued to **KPFF, Inc.**

by **National Union Fire Insurance Company of Pittsburgh, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

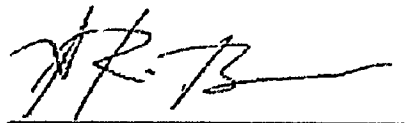
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



**Authorized Representative or Countersignature (in States
Where Applicable)**

62897 (6/95)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL
GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury"

or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Pursuant to applicable written contract or agreement you enter into

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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ENDORSEMENT

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **04/01/2020** forms a part of Policy No. **022-29-8244**

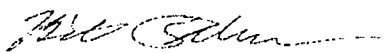
Issued to **KPFF, Inc.**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2% of the total estimated workers compensation premium for this policy.

WC 04 03 61 (11/90)


Countersigned by _____
Authorized Representative

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**CITY MANAGER'S REPORT
APRIL 13, 2020, CITY COUNCIL REGULAR MEETING**

ITEM: **ACCEPT IMPROVEMENTS FROM COLLINS ELECTRICAL COMPANY, INC. FOR THE SPARTAN WAY LIGHTED CROSSWALK WARNING SYSTEM CIP PS 18-02**

RECOMMENDATION: **Adopt Resolution Accepting Improvements from Collins Electrical Company, Inc. for the Spartan Way Lighted Crosswalk Warning System CIP PS 18-02 and Authorizing the Filing of a Notice of Completion**

SUMMARY:

Collins Electrical Company, Inc. (Collins Electric) has completed construction of the lighted crosswalk on Spartan Way as part of Traffic Calming Measures CIP PS 18-02. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

Staff requests City Council accept the improvements from Collins Electric and authorize the filing of a Notice of Completion with the San Joaquin County Recorder's Office.

BACKGROUND:

On June 10, 2019, City Council requested that staff explore the option of installing in-roadway warning lights ("lighted") crosswalk on Spartan Way near Lathrop High School and the Generation Center. The installation of a lighted crosswalk is a traffic calming measure included in the City's Traffic Calming Program.

On July 8, 2019, City Council approved the lighted crosswalk on Spartan Way as part of Traffic Calming CIP PS 18-02. The project included installing a lighted crosswalk, signage, and manual pedestrian pushbuttons. Contract plans and specifications for the project were completed in August 2019 and were advertised in September 2019.

On October 28, 2019, the City Manager approved a construction contract for Spartan Way Lighted Crosswalk Warning System CIP PS 18-02 with Collins Electric in the amount of \$67,800.00.

Collins Electric has completed construction of the lighted crosswalk on Spartan Way. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING**ACCEPT IMPROVEMENTS BY COLLINS ELECTRICAL COMPANY, INC., FOR THE SPARTAN WAY LIGHTED CROSSWALK WARNING SYSTEM CIP PS 18-02**

The approximate value of the improvements is \$49,800 as shown in the GASB 34 Report for Spartan Way Lighted Crosswalk Warning System CIP PS 18-02 (Attachment C). Collins Electric has provided a warranty to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment or defective workmanship for a period of one year from the date of acceptance.

Staff requests City Council accept the improvements from Collins Electric for the Spartan Way Lighted Crosswalk Warning System CIP PS 18-02 and authorize the filing of a Notice of Completion with the San Joaquin County Recorder's Office.

REASON FOR RECOMMENDATION:

Collins Electric completed the construction of the Spartan Way Lighted Crosswalk Warning System CIP PS 18-02. Staff has inspected the improvements and has deemed the improvements complete and in accordance with the approved plans and specifications.

FISCAL IMPACT:

The final construction contract amount for the Lighted Crosswalk on Spartan Way is \$67,800. The budget for the Spartan Way Lighted Crosswalk Warning System PS 18-02 was sufficient to fund the project.

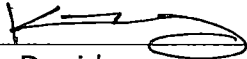
ATTACHMENTS:

- A. Resolution Accepting Improvements from Collins Electrical Company, Inc. for the Spartan Way Lighted Crosswalk Warning System CIP PS 18-02 and Authorizing the Filing of a Notice of Completion
- B. Notice of Completion
- C. GASB Report for the Spartan Way Lighted Crosswalk Warning System CIP PS 18-02

CITY MANAGER'S REPORT
APRIL 13, 2020, CITY COUNCIL REGULAR MEETING
ACCEPT IMPROVEMENTS BY COLLINS ELECTRICAL COMPANY, INC., FOR THE
SPARTAN WAY LIGHTED CROSSWALK WARNING SYSTEM CIP PS 18-02

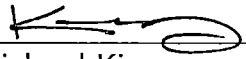
PAGE 3

APPROVALS:



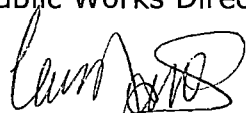
Jay Davidson
Principal Engineer

4.6.2020
Date



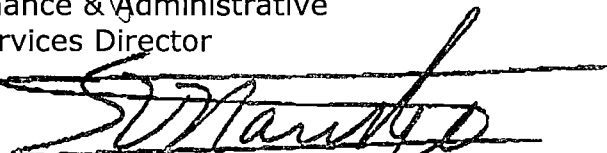
Michael King
Public Works Director

3.30.2020
Date



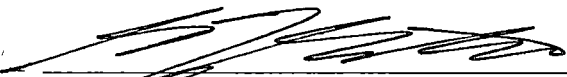
Cari James
Finance & Administrative
Services Director

3/31/2020
Date



Salvador Navarrete
City Attorney

3/30/2020
Date



Stephen J. Salvatore
City Manager

4.7.2020
Date

RESOLUTION 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING IMPROVEMENTS FROM COLLINS ELECTRICAL COMPANY, INC. FOR THE SPARTAN WAY LIGHTED CROSSWALK WARNING SYSTEM CIP PS 18-02 AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION

WHEREAS, on June 10, 2019, City Council requested that staff explore the option of installing in-roadway warning lights ("lighted") crosswalk on Spartan Way near Lathrop High School and the Generation Center; and

WHEREAS, the installation of a lighted crosswalk is a traffic calming measure included in the City's Traffic Calming Program; and

WHEREAS, on July 8, 2019, City Council approved the lighted crosswalk on Spartan Way as part of Traffic Calming CIP PS 18-02; and

WHEREAS, the project included installing a lighted crosswalk, signage, and manual pedestrian pushbuttons; and

WHEREAS, contract plans and specifications for the project were completed in August 2019 and were advertised in September 2019; and

WHEREAS, on October 28, 2019, the City Manager approved a construction contract for Spartan Way Lighted Crosswalk Warning System CIP PS 18-02 with Collins Electrical Company, Inc. (Collins Electric) in the amount of \$67,800.00; and

WHEREAS, Collins Electric has completed construction of the lighted crosswalk on Spartan Way; and

WHEREAS, staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, the approximate value of the improvements is \$49,800 as shown in the GASB 34 Report for Spartan Way Lighted Crosswalk Warning System CIP PS 18-02; and

WHEREAS, Collins Electric has provided a warranty to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment or defective workmanship for a period of one year from the date of acceptance; and

WHEREAS, the final construction contract amount for the Lighted Crosswalk on Spartan Way is \$67,800; and

WHEREAS, the budget for the Spartan Way Lighted Crosswalk Warning System PS 18-02 was sufficient to fund the project.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the improvements of the Spartan Way Lighted Crosswalk Warning System PS 18-02 constructed by Collins Electric; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby authorize the filing of a Notice of Completion with the San Joaquin County Recorder's Office.

The foregoing resolution was passed and adopted this 13th day of April 2020,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

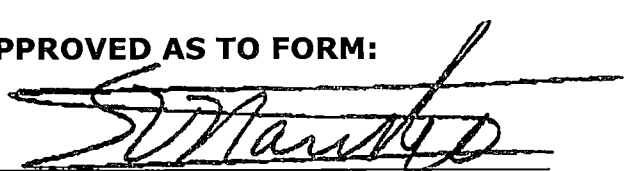
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATT: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME	STREET AND NO.	CITY	STATE
<u>City of Lathrop</u>	<u>390 Towne Centre Drive</u>	<u>Lathrop</u>	<u>California</u>

(If more than one owner of the interest stated, the name and address of each must be stated)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:
Spartan Way Lighted Crosswalk Warning System CIP PS 18-02, by Collins Electrical Company, Inc.
4. That on the 13 day of April, 2020 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: Collins Electrical Company, Inc.
6. That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
<u>Collins Electrical Company, Inc.,</u>	<u>3412 Metro Drive</u>	<u>Stockton</u>	<u>California</u>
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
Spartan Way Lighted Crosswalk Warning System CIP PS 18-02

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: _____
 Stephen J. Salvatore, City Manager Date

By: _____
 Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **April 13, 2020 from Collins Electrical Company, Inc.**, to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **April 13, 2020**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By: _____
City Manager

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Spartan Way Lighted Crosswalk Warning System CIP PS 18-02

Date: 4/13/20

<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Total</u>
Lighted Crosswalk In-Roadway Warning System	LS	1	\$ 45,800.00	\$ 45,800.00
Flashing LED Enhanced School Crossing Warning Sign	EA	4	\$ 1,000.00	\$ 4,000.00
			Total	\$ 49,800.00

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**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **ACCEPT A QUITCLAIM DEED FOR PIPELINE
CONSTRUCTED WITHIN CITY RIGHT-OF-WAY
LOCATED ADJACENT TO TESLA DRIVE AND HARLAN
ROAD**

RECOMMENDATION: **Adopt Resolution Accepting a Quitclaim Deed for
Pipeline Constructed within City Right-of-Way
located (APNs 198-120-08 / 198-140-16) adjacent
to Tesla Drive and Harlan Road**

SUMMARY:

Prior to 1970, Libbey Owens Ford (LOF) constructed a 20" force main (Pipeline) to take storm drain water from their Glass Facility and dispose of it in the San Joaquin River. The Pipeline consisted of two sections, a first section from the Glass Facility to Interstate 5, and a second section under Interstate 5 and connecting to the San Joaquin River. In 1993, a portion of the first section of the Pipeline was removed and replaced with an 18" main in Tesla Drive and Harlan Road.

In 2005, the River Islands development purchased land from LOF, and as part of that deal, also purchased the second section of the Pipeline from Harlan Road under I-5 and to the San Joaquin River, effectively making the first section of Pipeline useless as a disposal path to the San Joaquin River.

In 2015, the LOF Glass Facility was purchased by Reynolds & Brown. Reynolds & Brown agreed to quitclaim all rights to the section of pipeline within Tesla Drive and Harlan Road, and Public Utility Easements adjacent to these roadways. City staff recommends that the City accept the Reynolds and Brown quitclaim deed of their rights to the Pipeline, so that portions of the Pipeline may be reused by the City, or if not, the pipeline could be removed by the City as a new recycle water pipeline is constructed in the same location.

BACKGROUND:

Libbey Owens Ford (LOF), original owner of the glass manufacturing facility (Glass Facility) at 500 East Louise, used to own all of the land south of their facility, from Louise to the UPRR railroad tracks. Prior to 1970, LOF constructed a 20" force main (Pipeline) to take storm drain water from their Glass Facility and dispose of it in the San Joaquin River. The Pipeline consisted of two sections, a first section from the Glass Facility to Interstate 5, and a second section under Interstate 5 and connecting to the San Joaquin River.

In 1993, a portion of the first section of the Pipeline was removed and replaced with an 18" main in Tesla Drive and Harlan Road, and the balance of that first section of Pipeline remained within an easement that is just west of, and parallel with, Murphy Road.

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING**ACCEPT UTILITY EASEMENTS WITHIN THE CITY RIGHT OF WAY FOR PIPELINE CONSTRUCTED ADJACENT TO TESLA DRIVE AND HARLAN ROAD**

In 2005, the River Islands development purchased land from LOF, and as part of that deal, also purchased the second section of the Pipeline from Harlan Road under I-5 and to the San Joaquin River, effectively making the first section of Pipeline useless as a disposal path to the San Joaquin River.

The City is currently investigating locations for a force main within Tesla Drive and Harlan Road, in an effort to construct a pipeline to take highly treated recycled water from the Combined Treatment Facility to the San Joaquin River, as Lathrop pursues a river discharge permit from the Regional Water Quality Control Board. A portion of the first section of the Pipeline that remains within Tesla Drive and Harlan Road occupies space that can be used to construct a recycled water force main, and that section of the Pipeline is no longer of use to LOF, and is effectively abandoned.

In 2015, the LOF Glass Facility was purchased by Reynolds & Brown, and Reynolds & Brown modified the Glass Facility to become an industrial warehouse. Reynold and Brown retained rights to the remaining Pipeline within Tesla Drive and Harlan Road, and would be responsible to remove this section of abandoned Pipeline if so requested by the City. Although the quality of the Pipeline is uncertain, rather than requesting that Reynolds & Brown remove the Pipeline, City staff recommended that Reynolds and Brown quitclaim their rights to the Pipeline, so that portions of the Pipeline may be reused by the City, or if not, the pipeline could be removed by the City as new pipeline is constructed in the same location.

Reynolds & Brown agreed to quitclaim all rights to the section of pipeline within Tesla Drive and Harlan Road, and Public Utility Easements adjacent to these roadways, while retaining ownership of the section of pipeline located in a private easement adjacent to Murphy Parkway, from Tesla Drive north to the former Glass Facility, and have provided a signed quitclaim deed to the City for this purpose. Staff recommends that City Council accept the quitclaim deed for the portion of Pipeline within and adjacent to Tesla Drive and Harlan Road.

REASON FOR RECOMMENDATION:

Although the quality of the Pipeline is uncertain, rather than requesting that Reynolds & Brown remove the Pipeline, City staff recommended that Reynolds and Brown quitclaim their rights to the Pipeline, so that portions of the Pipeline may be reused by the City, or if not, the pipeline could be removed by the City as new pipeline is constructed in the same location. Either way, acceptance of the quitclaim will allow the City to move forward with a locating a recycled water main in the utility corridor on Tesla Drive and Harlan Road.

FISCAL IMPACT:

There is no cost to the City at this time. In the future, the existing pipeline will either be reused or replaced with a new recycled water force main in the same location.

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING

**ACCEPT UTILITY EASEMENTS WITHIN THE CITY RIGHT OF WAY FOR
PIPELINE CONSTRUCTED ADJACENT TO TESLA DRIVE AND HARLAN ROAD**

ATTACHMENTS:

- A. Resolution Accepting a Quitclaim Deed for Pipeline Constructed within City Right-of-Way located (APNs 198-120-08 / 198-140-16) adjacent to Tesla Drive and Harlan Road
- B. Quitclaim Deed for Pipeline Constructed within City Right-of-Way and Within Public Utility Easements (APNs 198-120-08 / 198-140-16)
- C. Site Map of Existing Pipeline Location

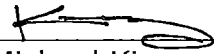
CITY MANAGER'S REPORT

PAGE 4

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING

**ACCEPT UTILITY EASEMENTS WITHIN THE CITY RIGHT OF WAY FOR
PIPELINE CONSTRUCTED ADJACENT TO TESLA DRIVE AND HARLAN ROAD**

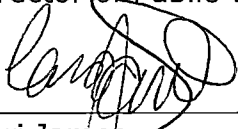
APPROVALS:



Michael King
Director of Public Works

4-7-2020

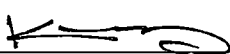
Date



Cari James
Finance & Administrative
Services Director

4/7/2020

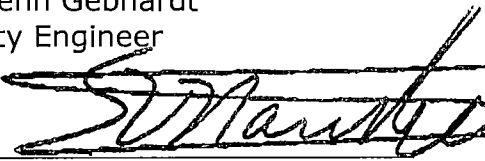
Date

 FOR

Glenn Gebhardt
City Engineer

4-7-2020

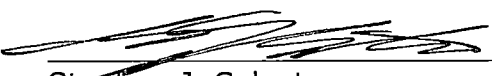
Date



Salvador Navarrete
City Attorney

4/7/2020

Date



Stephen J. Salvatore
City Manager

4-8-2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING A QUITCLAIM DEED FOR PIPELINE CONSTRUCTED WITHIN CITY RIGHT-OF-WAY LOCATED (APNS 198-120-08 / 198-140-16) ADJACENT TO TESLA DRIVE AND HARLAN ROAD

WHEREAS, Libbey Owens Ford (LOF), original owners of the glass manufacturing facility (Glass Facility) at 500 East Louise, used to own all of the land south of their facility, from Louise to the UPRR railroad tracks; and

WHEREAS, prior to 1970, LOF constructed a 20" force main (Pipeline) to take storm drain water from their Glass Facility and dispose of it in the San Joaquin River, consisting of two sections, a first section from the Glass Facility to Interstate 5, and a second section under Interstate 5 and connecting to the San Joaquin River; and

WHEREAS, in 1993, a portion of the first section of the Pipeline was removed and replaced with an 18" main located within Tesla Drive and Harlan Road, and the balance of that first section of Pipeline remained within an easement that is just west of, and parallel with Murphy Road; and

WHEREAS, in 2005, the River Islands development purchased land from LOF, and as part of that deal, also purchased the second section of the Pipeline from Harlan Road under I-5 and to the San Joaquin River, effectively making the first section of Pipeline useless as a disposal path to the San Joaquin River; and

WHEREAS, The City is currently investigating locations for a force main within Tesla Drive and Harlan Road, in an effort to construct a pipeline to take highly treated recycled water from the Combined Treatment Facility to the San Joaquin River, as Lathrop pursues a river discharge permit from the Regional Water Quality Control board; and

WHEREAS, a portion of the first section of the Pipeline that remains within Tesla Drive and Harlan Road occupies space that can be used to construct a recycled water force main, and that section of the Pipeline is no longer of use to LOF, and is effectively abandoned; and

WHEREAS, in 2015, the LOF Glass Facility was purchased by Reynolds & Brown who modified the Glass Facility to become an industrial warehouse, but Reynold and Brown retained rights to the remaining Pipeline within Tesla Drive and Harlan Road, and would be responsible to remove this section of abandoned Pipeline if so requested by the City; and

WHEREAS, although the quality of the Pipeline is uncertain, rather than requesting that Reynolds & Brown remove the Pipeline, City staff recommended that Reynolds and Brown quitclaim their rights to the Pipeline, so that portions of the Pipeline may be reused by the City, or if not, the pipeline could be removed by the City as new pipeline is constructed in the same location; and

WHEREAS, Reynolds & Brown agreed to quitclaim all rights to the section of pipeline within Tesla Drive and Harlan Road, and Public Utility Easements adjacent to these roadways, while retaining ownership of the section of pipeline located in a private easement adjacent to Murphy Parkway, from Tesla Drive north to the former Glass Facility, and have provided a signed quitclaim deed to the City for this purpose; and

WHEREAS, staff recommends that City Council accept the quitclaim deed for the portion of Pipeline within and adjacent to Tesla Drive and Harlan Road.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop accepting Quitclaim Deed for Pipeline Constructed within City right-of-way located (APN's 198-120-08 / 198-140-16) adjacent to Tesla Drive and Harlan Road.

The foregoing resolution was passed and adopted this 13th day of April 2020,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

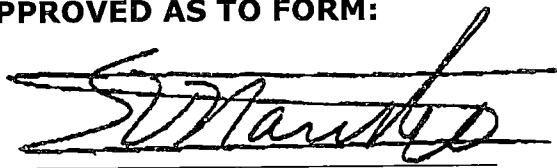
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF LATHROP, a municipal corporation

CITY OF LATHROP
CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
ATTENTION: TERESA VARGAS



COPY

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

APNs:198-120-08 and 198-140-16

**QUITCLAIM DEED FOR PIPELINE CONSTRUCTED WITHIN
CITY RIGHT OF WAY AND WITHIN PUBLIC UTILITY EASEMENTS
FOR THE ABOVE-LISTED APNs**

THE UNDERSIGNED GRANTOR(s) DECLARE

THAT NO DOCUMENTARY TRANSFER TAX IS DUE. This is a deed to a general law city where the exempt agency is acquiring title. R&T 11922 and for consideration less than \$100 R&T 11911; and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ASP/RWM Properties, a California Limited Liability Company, as to an Undivided 60% Interest as Tenant in Common, R & B Louise, a California Limited Liability Company, as to an Undivided 25% Interest as Tenant in Common, and R & B Delta, LLC, a California Limited Liability Company, as to an Undivided 15% Interest as Tenant in Common

hereby remise, release and forever quitclaim to THE CITY OF LATHROP, A MUNICIPAL CORPORATION

all ownership and all other rights to that portion of the pipeline located in the County of San Joaquin, State of California described on Exhibit A attached hereto.

This Quitclaim Deed is executed and delivered by Grantor pursuant to Resolution No _____ of the City Council of Lathrop which is available at the City.

[signature pages follow]

Dated: _____.

By: ASP/RWM Properties, a California Limited Liability Company, as to an Undivided 60% Interest as Tenant in Common;

By: _____

Printed Name: _____

Title: _____ **Manager**

CIVIL CODE §1189

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)
) ss
COUNTY OF)

On _____, before me, _____, personally appeared _____, 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 of Notary Public (Seal)

Dated: March, 13 2020

GRANTOR:

By: R & B Louise, a California Limited Liability Company, as to an Undivided 25% Interest as Tenant in Common;

By: Dana G. Parry

Printed Name: DANA G. PARRY

Title: PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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 Contra Costa) ss

On March 13, 2020, before me, Kathryn L. Gorman, Notary Public, personally appeared Dana G. Parry, 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)
Signature of Notary Public



Dated: March 13, 2020

GRANTOR:

By: R & B Delta, LLC, a California Limited Liability Company, as to an Undivided 15% Interest as Tenant in Common;

By: Dana G. Parry

Printed Name: DANA G. PARRY

Title: PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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.

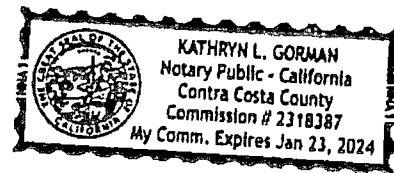
STATE OF CALIFORNIA)
COUNTY OF Contra Costa) ss

On March 13, 2020, before me, Kathryn L. Gorman, Notary Public, personally appeared Dana G. Parry, 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.

Kathryn L. Gorman (Seal)
Signature of Notary Public



Dated: Mar 18, 2020

GRANTOR:

By: ASP/RWM Properties, a California Limited Liability Company, as to an Undivided 60% Interest as Tenant in Common;

By: Jones Partners, LLC, a California Limited Liability Company

By: Carey Andre

Printed Name: Carey Andre

Title: Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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 Contra Costa) ss

On 3.18.2020 before me, M. MARCUCCI, personally appeared Carey Andre, 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.

M. Marcucci
Signature of Notary Public

(Seal)

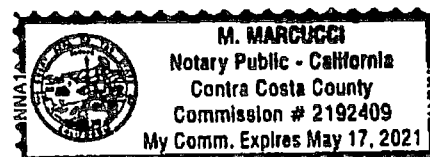
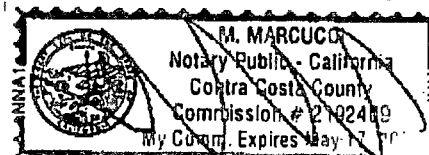


EXHIBIT A

PIPELINE DESCRIPTION AND LOCATION

Portion of Pipeline Connected to APNs 198-120-08 and 198-140-16 located to the North:

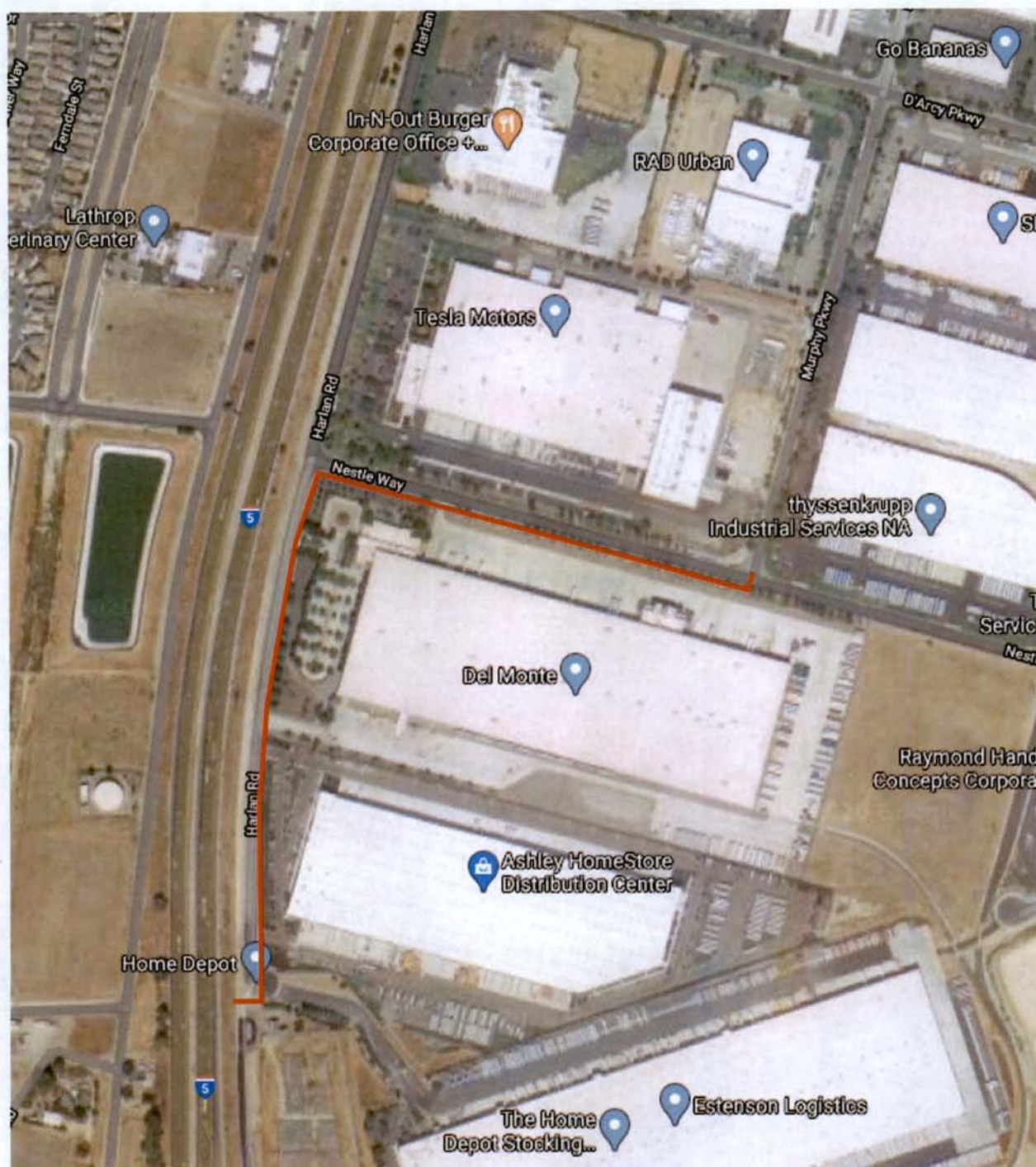
The Libby Owens Ford (L.O.F) 18" PVC pipeline being quitclaimed includes all locations within Tesla Drive (formerly Nestle Way) and Harlan Road and the Public Utility Easements adjacent to those roadways, as shown on the Record Drawings by Brian Kangas Foulk titled "Crossroads Commercial Industrial Park, Nestle Way Improvement Plan and Harlan Road Improvement Plan", sheets 6, 13, 14, and 16 of 49 sheets, approved by the Lathrop Public Works Director on 8-13-92 as those plans are available at the City of Lathrop Public Works Department.

As an approximate location, that portion of the pipeline being quitclaimed hereby begins at the northwest corner of Murphy Parkway and Tesla Drive (formerly Nestle Way). The quitclaimed pipe continues south across Tesla Drive into a 10-foot Public Utility Easement adjacent to and south of the Tesla Drive right-of-way, then west within the Public Utility Easement approximately 1,400 feet to a Public Utility Easement adjacent to and just east of Harlan Road, then south within a Public Utility Easement along Harlan Road approximately 1,800 feet, then west across Harlan Road to the Caltrans right-of-way for Interstate 5.

Although the section of pipeline in Murphy Parkway containing a 20" steel pipe is not being quitclaimed and is being retained by the Current Owner referenced below, the retained pipeline continues north on Murphy Parkway to, and serves the property at, 500 East Louise Avenue (APNs 198-120-08 and 198-140-16). The pipeline was constructed for Libby Owens Ford, the prior owner of 500 East Louise Avenue. ASP/RWM Properties, a California Limited Liability Company, as to an Undivided 60% Interest as a Tenant in Common, R & B Louise, a California Limited Liability Company, as to an Undivided 25% Interest as a Tenant in Common, and R & B Delta, LLC, a California Limited Liability Company, as to an Undivided 15% Interest as a Tenant in Common (collectively, the "Current Owner") became the successors in interest to this pipeline when they purchased the property at 500 East Louise Avenue in Lathrop on February 24, 2015.

The pipeline is located within the City of Lathrop, San Joaquin County, State of California,

Site Location Map of Existing Pipeline Location



**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **FISCAL YEAR 2020-21 PROJECT LIST
ASSOCIATED WITH SENATE BILL 1**

RECOMMENDATION: **Adopt Resolution Approving a List of Projects
for Fiscal Year 2020-21 Funded By Senate Bill
1, the Road Repair and Accountability Act of
2017, and Related Budget Amendment**

SUMMARY:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, was passed by the California Legislature and signed into law by the Governor in April 2017 in order to address the significant transportation funding shortfalls statewide. Current funding estimates show the City of Lathrop's apportionments at \$470,962 for Fiscal Year (FY) 2020-21. In order to be eligible for the funding, cities must approve an annual project list by resolution.

Citywide Road Maintenance and Repair Program Capital Improvement Project (CIP) PS 18-01 was included in the City's adopted FY 2017-18, FY 2018-19, FY 2019-20, and FY 2020-21 budget. CIP PS 18-01 has been updated to include the FY 2020-21 SB 1 project list per the reporting guidelines.

The proposed SB 1 project list for FY 2020-21 includes rehabilitating the existing pavement on E. Louise Avenue between Harlan Road and 5th Street. The proposed project was generated using the City's existing Pavement Management System. Staff is requesting that City Council approve the proposed project list for local streets and roads funding associated with SB 1 and related budget amendment to CIP PS 18-01.

BACKGROUND:

Over the next 10 years, California faces a \$59 billion shortfall to adequately maintain the existing state highway system. Similarly, cities and counties face a \$78 billion shortfall over the next decade to adequately maintain the existing network of local streets and roads. In response to these roadway infrastructure needs, on April 28, 2017, the Governor signed SB 1 which is known as the Road Repair and Accountability Act of 2017.

SB 1 increased per gallon fuel excise taxes, increased diesel fuel sales taxes and vehicle registration fees, and provides for inflationary adjustments to fuel tax rates in future years. Beginning November 1, 2017, new funding from SB 1 will be deposited into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties for basic road maintenance, rehabilitation and critical safety projects on the local streets and roads system.

**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING
PROPOSED PROJECT LIST ASSOCIATED WITH SENATE BILL 1**

PAGE 2

SB 1 was approved with an emphasis on accountability and transparency. As a result, the program guidelines require that local agencies formally adopt a proposed project list for the RMRA funds. While a project list must be submitted in order to receive funds, the project list can be changed to adapt to local needs.

The proposed SB 1 project list for FY 2020-21 includes rehabilitating the existing pavement on E. Louise Avenue. Specific project details are listed below and included in Attachment B.

Project Description

Pavement maintenance project utilizing full-depth reclamation (FDR) or cold in-place recycling (CIR) method generally involves grinding off the top layer of the existing asphalt, applying additives, reheating and using that recycled material for the new roadway. Benefits of FDR and CIR include reduced construction time, reduced greenhouse gas emissions and potential cost savings.

Project Location

E. Louise Avenue – Harlan Road to 5th Street.

Proposed Schedule

Spring 2020: Prepare construction documents and bid the project.
Summer 2020: Start construction.
Winter 2020: Complete and accept the improvements.

Estimated Useful Life

FDR and CIR can extend the life of pavement 15 to 20 years.

REASON FOR RECOMMENDATION:

The California Transportation Commission issued annual reporting guidelines for the RMRA funding. Prior to receiving this funding, local agencies must formally adopt an annual proposed project list. Approval of this project list will allow the City to receive its allocated funding.

FISCAL IMPACT:

Current funding estimates show the City of Lathrop's apportionments at \$470,962 for FY 2020-21. A budget amendment of \$160,986 is necessary to offset the difference between current RMRA funding estimates and previously budgeted amounts. Staff is requesting that City Council adopt a resolution approving the proposed project and corresponding budget amendment as follows:

**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING
PROPOSED PROJECT LIST ASSOCIATED WITH SENATE BILL 1**

PAGE 3

Fiscal Year 20/21

Increase Transfer Outs

2030-9900-990-9010	\$160,986
--------------------	-----------

Increase Transfer In (PS 18-01)

3310-9900-393-0000	\$160,986
--------------------	-----------

Increase Expenses (PS 18-01)

3310-8000-481-2012	\$160,986
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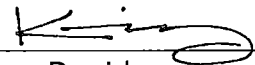
ATTACHMENTS:

- A. Resolution Approving a List of Projects for Fiscal Year 2020-21 Funded By Senate Bill 1, the Road Repair and Accountability Act of 2017, and Related Budget Amendment
- B. SB 1 Proposed Project List

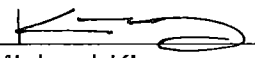
**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING
PROPOSED PROJECT LIST ASSOCIATED WITH SENATE BILL 1**

PAGE 4

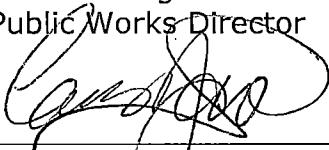
APPROVALS:

 FOR _____
Jay Davidson
Principal Engineer

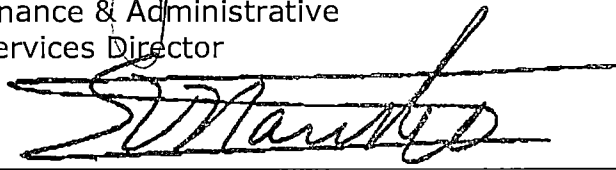
4-7-2020
Date

 _____
Michael King
Public Works Director

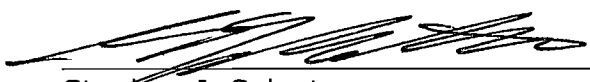
4-7-2020
Date

 _____
Carl James
Finance & Administrative
Services Director

4/8/2020
Date

 _____
Salvador Navarrete
City Attorney

4/8/2020
Date

 _____
Stephen J. Salvatore
City Manager

4-8-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017, AND RELATED BUDGET AMENDMENT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, was passed by the California Legislature and signed into law by the Governor in April 2017 in order to address the significant transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that ensure the residents of the City of Lathrop are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Lathrop must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Lathrop will receive an estimated \$470,962 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, Citywide Road Maintenance and Repair Program Capital Improvement Project (CIP) PS 18-01 has been updated with a proposed project list to meet the newly created reporting guidelines; and

WHEREAS, the new project list includes full rehabilitation of E. Louise Avenue from Harlan Road to 5th Street which may consist of full-depth reclamation or cold in-place recycling; and

WHEREAS, full-depth reclamation and cold in-place recycling have a useful lifespan of approximately 15-20 years; and

WHEREAS, the City of Lathrop anticipates commencement of construction of the street improvements on E. Louise Avenue in the summer of 2020 and acceptance of the improvements by City Council in the winter of 2020; and

WHEREAS, this is the fourth year in which the City of Lathrop is receiving SB 1 funding which can be utilized for essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Lathrop has a Pavement Management System and utilized it to develop the SB 1 project list; and

WHEREAS, the funding from SB 1 will help the City of Lathrop maintain and rehabilitate streets throughout the City this year and into the future; and

WHEREAS, a budget amendment of \$160,986 is necessary to offset the difference between current RMRA funding estimates and previously budgeted amounts; and

WHEREAS, staff is requesting that City Council authorize a budget amendment transferring RMRA Funds to PS 18-01 as follows:

Fiscal Year 20/21

Increase Transfer Outs

2030-9900-990-9010	\$160,986
--------------------	-----------

Increase Transfer In (PS 18-01)

3310-9900-393-0000	\$160,986
--------------------	-----------

Increase Expenses (PS 18-01)

3310-8000-481-2012	\$160,986
--------------------	-----------

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the proposed project list for local streets and roads funding associated with Senate Bill 1.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment transferring RMRA Funds to PS 18-01.

The foregoing resolution was passed and adopted this 13th day of April 2020,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

SB 1 Proposed Project List

PS 18-01

Project Number:

CIP PS 18-01

Project Name:

Citywide Road Maintenance and Repair Program

Department Responsible:

Public Works / Steven Medina

Contact Number:

209-941-7430

Project Description:

The Citywide Road Maintenance and Repair Program will include maintaining deteriorated pavement and striping that present public safety issues throughout residential and industrial areas in the City. Locations will be prioritized based upon condition of existing pavement/striping as related to public safety and proximity to high pedestrian facilities (e.g. schools), including the Mossdale area.

FY 2019-20: The project will analyze various alternatives to rehabilitate the existing pavement on Louise Avenue between Harlan Road and 5th Street. In addition to pavement rehabilitation, improvements would include landscaping, bike lanes and pedestrian facilities. Staff is pursuing local, state, and federal funding for design and construction.

Justification:

Louise Avenue is a major east west corridor connecting the City of Lathrop and the City of Manteca. In 2012 a deflection test was performed on Louise Avenue between Harlan Road and 5th Street and determined that the existing pavement is structurally deficient. Maintaining the deficient pavement and deferring improvements will be more costly in the long term.



**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 20-414 BY TITLE ONLY AMENDING LATHROP MUNICIPAL CODE ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM RESIDENTIAL LOW TO RESIDENTIAL MEDIUM AND MIXED USE FOR THE RIVER ISLANDS PHASE 1 PROJECT (REZ-19-132)**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 20-414 By Title Only Approving an Ordinance of the City Council of the City of Lathrop Approving a Zoning Map Amendment for The River Islands Phase 1 Project (Rez-19-132)**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 20-414 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A ZONING MAP AMENDMENT FOR THE RIVER ISLANDS PHASE 1 PROJECT (REZ-19-132)

SUMMARY:

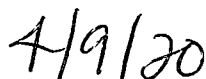
On March 9, 2020, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

AYES: Akinjo, Salcedo and Dhaliwal
NOES: None
ABSTAIN: Lazard
ABSENT: Torres-O'Callaghan

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk


Date

ORDINANCE NO. 20-414

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A ZONING MAP AMENDMENT FOR THE RIVER ISLANDS PHASE 1 PROJECT (REZ-19-132)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting on February 19, 2020, at which they adopted PC Resolution No. 20-5 recommending the City Council approve the General Plan Land Use Map Amendment, Zoning Map Amendment and Amendment to the Preliminary Development Plan for Stage 2B request pursuant to the Lathrop Municipal Code; and

WHEREAS, the subject parcels currently have a Residential Low (RL-RI) General Plan designation, and are located within the Residential Low (RL-RI) Zoning District; and

WHEREAS, the request is for a Zoning Map Amendment to Residential Medium (RM-RI) and Mixed Use (MU-RI); and

WHEREAS, the subject parcels are located at 1175 Marina Drive (APN: 210-310-33) and Village CC of the Lakeside East District (APNs: 210-400-12 and -13); and

WHEREAS, chapter 17.124 of the Lathrop Municipal Code mandates the transmittal of a Planning Commission recommendation to the City Council by resolution; and

WHEREAS, the above listed requests are considered a "Project" as defined by the California Environmental Quality Act (CEQA) and requires consideration of its potential environmental effects as required by CEQA; and

WHEREAS, the potential environmental effects of the River Islands project as a whole have been considered in detail in a Subsequent Environmental Impact Report (SEIR), which was first certified by the City of Lathrop in 2003 (SCH 1993112027) and has been updated periodically through the adoption of six (6) addendums, most recently in 2018; and

WHEREAS, the City Council finds that the proposed Zoning Map change is consistent with applicable provisions of the Lathrop General Plan; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, hereby approve the Zoning Map Amendment for the River Islands Phase 1 Project as shown in Attachment 5 and 6 of the City Council Staff Report, incorporated by reference herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LATHROP DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The Zoning Map of the City of Lathrop is hereby amended as shown in Attachment 5 and 6 of the City Council Staff Report, incorporated by reference herein.

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. CEQA. The City Council finds that the environmental review for the proposed project has been adequately provided and addressed in a certified Subsequent Environmental Impact Report (SEIR) (SCH No. 1993112027), and the SEIR has been updated by six (6) addendums since then. The City finds that the project does not require further environmental review under the California Environmental Quality Act (CEQA), for the following reasons:

- a) The City Council certified the Final Subsequent Environmental Impact Report for the River Islands Project in February 2003. The certified River Islands SEIR comprehensively addresses the potential environment effects of urban development of the entire RI Project, including the development of the Town Center District and Lakeside East District.
- b) The proposed General Plan Land Use Map Amendment and Zoning Map Amendment are consistent with the scope of the Project analyzed in the River Island SEIR and represent a "clean-up" action to obtain consistency between the General Plan Land Use Map, Zoning Map and VTM Tract 3694.
- c) Pursuant to CEQA Guidelines Section 15182, no EIR or negative declaration need to be prepared for a residential project that conforms to an adopted specific plan. The proposed project is consistent with the West Lathrop Specific Plan and River Islands Urban Design Concept. More specifically, VTM 3694 and the Preliminary Development Plan for Phase 1 contemplate Medium Density uses, such as condominiums or attached single-family dwelling units, for Village CC in the Lakeside East District. The modification from Residential Low to Residential Medium is consistent with the West Lathrop Specific Plan and River Islands Urban Design Concept. In addition, the modification from Residential Low to Mixed Use for the remaining balance of 1175 Marina Drive (APN: 213-310-33) is consistent with the uses permitted in the Town Center Plan, adopted in 2018.
- d) CEQA Guidelines Section 15162 provides that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for the project unless the lead agency finds that there have been substantial changes in the project, the project

circumstances or information available that would require major revision to the EIR. The proposed project does not trigger any of the specific conditions.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 5. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 6. Publication. Within fifteen days of the adoption of this Ordinance, the city Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was regularly introduced at the regular meeting of the City Council of the City of Lathrop on the 9th day of March 2020, and was **PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Lathrop on the 13th day of April 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

**CITY MANAGER'S REPORT
APRIL 13, 2020, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MACKAY & SOMPS CIVIL ENGINEERS, INC. FOR ENGINEERING AND SURVEYING SERVICES**

RECOMMENDATION: **Adopt Resolution Approving a Professional Services Agreement with MacKay & Soms Civil Engineers, Inc. to Provide Civil Engineering and Surveying Services Associated with River Islands Parkway Widening Project CIP PS 06-06**

SUMMARY

In 2006, City Council approved Capital Improvement Project (CIP) Public Streets (PS) 06-06 for the improvements to widen River Islands Parkway (RIP) from I-5 to Golden Valley Parkway (GVP). At that time, the roadway could not be completed because the right of way on the north side of the street had not been acquired. That property has now sold, and the new owners are processing a parcel map to revise the properties on the north side of River Islands Parkway into parcels that will facilitate commercial development in the near future.

Since the property now sold, the improvements can move forward. On November 25, 2019, under the City Manager's authority approved a professional services consulting agreement with MacKay & Soms Civil Engineers, Inc. (M&S) for preliminary engineering & surveying services for the widening improvements of River Islands Parkway (RIP) from Manthey Road to Golden Valley Parkway (GVP), including curb and gutter, median island and traffic signal modifications at the intersection of RIP and GVP. Therefore, staff is asking Council to approval a second agreement with M&S in the amount of \$279,000.

BACKGROUND

River Islands Parkway (RIP), between Interstate 5 and Golden Valley Parkway (GVP), was constructed in 2006. At that time, the roadway could not be completed because the right of way on the north side of the street had not been acquired. That property has now sold, and the new owners are processing a parcel map to revise the properties on the north side of River Islands Parkway into parcels that will facilitate commercial development in the near future. The new property owner dedicated the necessary right of way for River Islands Parkway so the street can be widened. Rather than waiting for that site to develop, City staff pursued the design and construction of this section of the roadway immediately in order to reduce congestion in this area.

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING**APPROVE PSA FOR CIVIL ENGINEERING AND SURVEYING SERVICES WITH MACKAY & SOMPS ENGINEERS, INC.**

The professional services proposal from M&S includes two phases. The first phase can be built this year and will complete the improvements on the north side of River Islands Parkway, including the construction of a median, curb, and gutter, new paving and restriping, and full street lighting. It will also include the addition of pavement loop detectors to improve the operation of the signal at River Islands Parkway and Golden Valley Parkway. The second phase will add a right turn lane and a third through lane for eastbound River Island Parkway. The third through lane will align with the left turn lane under I-5 to greatly improve the flow of traffic at this interchange.

The Phase 1 River Islands Parkway Improvements will include curb and gutter and full pavement from Manthey to GVP, plus a median island from I-5 to GVP. It will also construct a driveway to serve the commercial center on the north side of RIP, and result in westbound improvements at GVP of a raised median, two left-turn lanes, three through lanes and a right turn lane. A small raised island will be added to stop vehicles exiting the new commercial driveway from crossing three through lanes to turn left at GVP. The new median island will prohibit left turns into and out of Manthey Road. With no involvement by Caltrans, these improvements are intended to be constructed this summer.

The second phase will require Caltrans review and permitting, and therefore cannot be constructed until next summer. A portion of the design cost (\$57,398) will be reimbursed by the owners of the commercial parcels on the north side of RIP, and a portion of the improvement construction costs will also be funded by these owners, since design and construction of the through lane closest to the curb, plus the right turn lane, are the responsibility of the northern property owners. It is imperative that the RIP improvements be constructed as soon as possible to reduce congestion, and it would be inefficient to design the through improvements separately from the frontage improvements.

Phase 2 Improvements will provide a major improvement for eastbound RIP as it approaches the southbound off-ramp from I-5. A right turn lane will be added to allow traffic turning onto the southbound on-ramp to avoid the back up at the signal. It will also add a third through lane that will line-up with the left turn lane under I-5 that accesses the northbound on-ramp to I-5.

However, these improvements will require Caltrans approval because the work is within the I-5 interchange area, and those approvals take more time. The intent is to construct Phase 2 Improvements in the summer of 2021.

REASON FOR RECOMMENDATION

River Islands Parkway is the primary access to the River Islands project, which is rapidly expanding. Also, commercial development will soon be constructed on the north side of the street.

CITY MANAGER'S REPORT
APRIL 13, 2020, CITY COUNCIL REGULAR MEETING
APPROVE PSA FOR CIVIL ENGINEERING AND SURVEYING SERVICES WITH
MACKAY & SOMPS ENGINEERS, INC.

PAGE 3

Needed right-of-way has been provided on the north side of RIP, and the recommended contract will allow design of the much needed improvements. Staff recommends City Council approve a Professional Services Agreement with MacKay & Somsps Civil Engineers, Inc. in the amount of \$279,000.

FISCAL IMPACT:

Funds approved in the FY 19/20 budget for CIP PS 06-06 Louise Avenue & I-5 Improvements are sufficient to authorize the Professional Services Agreement with MacKay and Somsps Civil Engineers, Inc. in the amount of \$279,000.

ATTACHMENTS:

- A. Resolution Approving a Professional Services Agreement with MacKay & Somsps Civil Engineers, Inc. to Provide Civil Engineering and Surveying Services Associated with River Islands Parkway Widening Project CIP PS 06-06
- B. Professional Services Agreement between the City of Lathrop and MacKay & Somsps Civil Engineering, Inc., to provide Civil Engineering and Surveying for River Islands Parkway Widening Final Design Project CIP PS 06-06

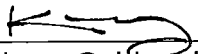
CITY MANAGER'S REPORT

PAGE 4

APRIL 13, 2020, CITY COUNCIL REGULAR MEETING

**APPROVE PSA FOR CIVIL ENGINEERING AND SURVEYING SERVICES WITH
MACKAY & SOMPS ENGINEERS, INC.**

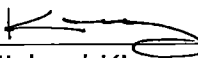
APPROVALS

 **FOR**

Glenn Gebhardt
City Engineer

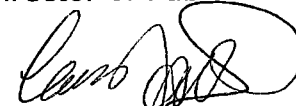
4-7-2020

Date

_____
Michael King
Director of Public Works

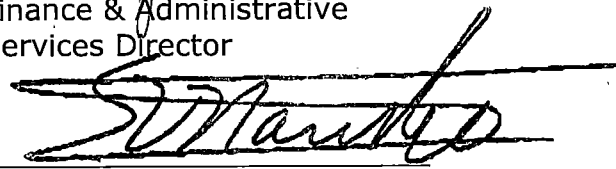
4-7-2020

Date

_____
Cari James
Finance & Administrative
Services Director

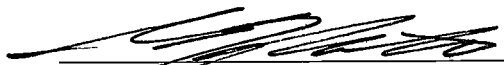
4/8/2020

Date

_____
Salvador Navarrete
City Attorney

4/7/2020

Date

_____
Stephen J. Salvatore
City Manager

4-8-2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MACKAY & SOMPS CIVIL ENGINEERS, INC. TO PROVIDE CIVIL ENGINEERING AND SURVEYING SERVICES ASSOCIATED WITH RIVER ISLANDS PARKWAY WIDENING PROJECT CIP PS 06-06

WHEREAS, the River Islands Parkway Widening Capital Improvement Project (CIP) PS 06-06 was included in the approved FY 2019/20 budget; and

WHEREAS, the project consists of the widening of River Islands Parkway (RIP) from Manthey Road to Golden Valley Parkway (GVP), including curb and gutter, median island and traffic signal modifications at the intersection of RIP and GVP; and

WHEREAS, the improvements will help reduce congestion, improve traffic safety and prepare the area for future commercial development; and

WHEREAS, a Professional Services Agreement with MacKay and Soms Civil Engineers, Inc. for initial design and surveying was approved by the City Manager on November 25, 2019; and

WHEREAS, right-of-way on the north side of RIP has been dedicated to the City, allowing these improvements to be constructed; and

WHEREAS, MacKay and Soms Civil Engineers, Inc. has extensive knowledge and background on the River Islands Parkway design to date; and

WHEREAS, a portion of the design cost (\$57,398) will be reimbursed to the City by the owners of the commercial parcels on the north side of RIP, and a portion of the improvement construction costs will also be funded by these owners, since design and construction of the through lane closest to the curb, plus the right turn lane, are the responsibility of the northern property owners; and

WHEREAS, it is imperative that the RIP improvements be constructed as soon as possible to reduce congestion, and it would be inefficient to design the through improvements separately from the frontage improvements; and

WHEREAS, staff is requesting City Council to approve a Professional Services Agreement with MacKay and Soms Civil Engineers, Inc. in the amount of \$279,000 plus a 15% contingency for a total cost of \$320,850, necessary to advance the River Islands Parkway Widening CIP PS 06-06.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve a Professional Services Agreement with MacKay and Soms Civil Engineers, Inc. in the amount of \$279,000 plus a 15% contingency for a total cost of \$320,850, necessary to advance the River Islands Parkway Widening CIP PS 06-06.

The foregoing resolution was passed and adopted this 13th day of April 2020,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

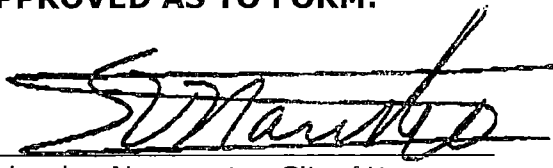
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
LATHROP AND MACKAY AND SOMPS CIVIL ENGINEERS, INC.**

**TO PROVIDE CIVIL ENGINEERING AND SURVEYING SERVICES FOR
RIVER ISLANDS PARKWAY WIDENING FINAL DESIGN PROJECT
CIP PS 06-06**

THIS AGREEMENT, dated for convenience this _____ day of **April, 2020**, is by and between **MacKay and Somps Civil Engineers, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Civil Engineering and Surveying Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Civil Engineering and Surveying Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform Civil Engineering and Surveying Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$279,000**, for the Civil Engineering Services set forth in Exhibits "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete.

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term.

The effective date of this Agreement is **April __, 2020**, and it shall terminate no later than **December 31, 2020**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Chris Ragan**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative.

CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If 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.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S 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 One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. 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, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work.

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose 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, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT 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.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT 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:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all 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 by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

(12) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre
 Lathrop, CA 95330

Copy to: City of Lathrop
 Department of Public Works
 390 Towne Centre
 Lathrop, CA 95330

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

MAIN: (209) 941-7430

FAX: (209) 941-7449

To Consultant: MacKay and Soms Civil Engineers, Inc.
5142 Franklin Drive, Suite B
Pleasanton, CA 94588
Phone: (925) 225-0690
Fax: (925) 225-0698

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY.

CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

- (l) 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.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – AGREEMENT WITH MACKAY AND SOMPS ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE RIVER ISLANDS PARKWAY
WIDENING – CIP PS 06-06

Approved as to Form:

City of Lathrop
City Attorney


Salvador Navarrete

4/7/2020
Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved By:

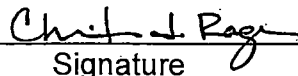
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Mackay and Soms Civil Engineers, Inc.
5142 Franklin Drive, Suite B
Pleasanton, CA 94588
Fed ID # 94-1448617
Business License # **20235**


Signature

4/11/2020

Date

CHRISTIAN T. RAGANI / ASSISTANT OPERATIONS MANAGER
(Print Name and Title)

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

25228.RIP.D

March 17, 2020

Mr. Glenn Gebhardt
City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

Sent via email only to: ggebhardt@ci.lathrop.ca.us

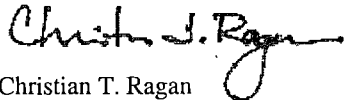
Re: River Islands Parkway Widening – Final Design – Proposal for Civil Engineering & Surveying Services

Dear Glenn:

Enclosed for your review is a proposal to provide Civil Engineering & Surveying Services for the above referenced project. If you find the proposal satisfactory, please provide a Professional Services Agreement for execution. If you have any questions, please don't hesitate to call.

Best regards,

MACKAY & SOMPS



Christian T. Ragan
Assistant Operations Manager

Enclosure

cc: Sandra Lewis, City of Lathrop (slewis@ci.lathrop.ca.us)

- SINCE 1953 -

5142 FRANKLIN DRIVE, SUITE B, PLEASANTON, CALIFORNIA 94588-3368 PHONE: (925) 225-0690 FAX: (925) 225-0698
OFFICES: PLEASANTON ROSEVILLE

www.msce.com

P:\25228\Admin\contract admin\proposals\25228-River Islands Pkwy Widening-Final Design-Proposal (03.17.2020).docx

EXHIBIT A (SCOPE)

To Agreement dated _____, 2020, between CITY OF LATHROP, A MUNICIPAL CORPORATION, hereinafter referred to as "Client", and MACKAY & SOMPS CIVIL ENGINEERS, INC., hereinafter referred to as "Consultant".

Consultant agrees to perform the Services as listed in PARTS A through C based on the following stated project status or assumptions.

1. Project Description: Client intends to construct improvements to widen River Islands Parkway between Interstate 5 and Golden Valley Parkway in the City of Lathrop, consisting of approximately 1,000 linear feet of roadway, hereinafter called "Project". Client desires to retain Consultant for the performance of civil engineering and surveying services to the generally accepted standards of practice in effect at the time of performance, for the project which are hereinafter called the "Services".
2. Preliminary design services previously completed by Consultant in March 2020 shall be used as the basis for the final design. The Project shall be designed in two phases. Phase 1 is limited to improvements within the City of right-of-way. Phase 2 will include improvements within Caltrans right-of-way.
3. Aerial Topographic Survey previously completed with preliminary design services.
4. Right-of-way Survey previously completed with preliminary design services.
5. CEQA Documentation and associated technical/environmental studies by others.
6. Geotechnical Engineering & Pavement Design Services by others. Client will provide pavement design (i.e. pavement structural section material and thickness) to Consultant and will contract with a Geotechnical Engineer to review and sign the improvement plans indicating the plans are in conformance with geotechnical engineering recommendations. Consultant will not be responsible for the pavement design or geotechnical engineering recommendations.
7. SWPPP Services by others.
8. Landscape Design Services by others.

Any of the above Services, listed as "completed" or "by others" are not included in Consultant's scope of Services. Any requested Services for these items will be Additional Services.

PART A – PRELIMINARY ENGINEERING & PLANNING SERVICES

Not included with this agreement.

PART B – DESIGN SERVICES

1. Supplemental Topographic Survey
 - Obtain supplemental field topographic information by ground survey as required (precise top of curb grades, utility inverts, etc.).

Note: this scope of work is to survey features that were not previously surveyed as a part of the preliminary design services.

2. Phase 1 – Improvement Plans, Specifications and Estimates
 - Prepare final design of Phase 1 improvements including curbs, medians, lane striping and utilities.
 - Prepare erosion control for purposed of plan approval (SWPPP services by others).
 - Prepare construction cost estimate based on final plans.
 - Prepare project specifications utilizing city standard specs as the basis.
 - Process plans for approval through City of Lathrop.
 - It is assumed only one curb return/ADA ramp is required to be retrofit. If additional curb returns/ADA ramps need to be retrofit, the design work can be provided as an Additional Service.
 - It is assumed no new stormwater quality improvements will be require based on the outcome of previously completed preliminary design work. If new stormwater quality improvements are required, the design work can be provided as an Additional Service.
3. Phase 2 – Improvement Plans, Specifications and Estimates
 - Prepare final design of Phase 2 improvements including curbs, medians, lane striping and utilities.
 - Prepare erosion control for purposed of plan approval (SWPPP services by others).
 - Prepare construction cost estimate based on final plans.
 - Prepare project specifications utilizing city standard specs as the basis.
 - Process plans for approval through City of Lathrop.
 - It is assumed no curb return/ADA ramp retrofits will be required. If any curb returns/ADA ramp retrofits are required, the design work can be provided as an Additional Service.
 - It is assumed no new stormwater quality improvements will be required based on outcome of preliminary design work. If Caltrans requires new stormwater quality improvements, the design work can be provided as an Additional Service.
4. Caltrans Encroachment Permit Processing
 - Coordinate with Client to prepare Caltrans encroachment permit application.
 - Process application and plans through Caltrans for approval.
 - It is assumed no design exceptions will be required. If a design exception is required, it can be prepared and processed as an Additional Service.
5. Client/Agency Meetings & Consultant Coordination
 - Attend City and Caltrans meetings as requested.
 - Coordinate with other project consultants (CEQA, geotechnical, traffic engineer, dry utility, etc.).
6. Construction Administration
 - Attend preconstruction and/or other construction meetings as requested by Client.
 - Respond to contractor RFT's during bidding and/or construction.
 - Prepare Record Drawings based upon information provided by Client and/or contractor.
7. Potholing Services (Subtronic)
 - Expose existing water pipe at three locations so Consultant can establish precise vertical and horizontal alignment.
 - Cost of any City permits to perform potholing services is not included.

Note: Services to be performed by Subtronic as a sub-consultant to Consultant. Refer to Subtronic proposal for scope details.

8. Phase 1 – Traffic Design Services (TJKM)

- Traffic Signal Modification Plans & Estimates
- Signing & Striping Plans & Estimates
- Technical Specifications
- Traffic handling plans during construction are not included, but can be prepared as an Additional Service.

Note: Services to be performed by TJKM as a sub-consultant to Consultant. Refer to TJKM proposal for scope details.

9. Phase 2 – Traffic Design Services (TJKM)

- Traffic Signal Modification Plans & Estimates
- Signing & Striping Plans & Estimates
- Technical Specifications
- Traffic handling plans during construction are not included, but can be prepared as an Additional Service.

Note: Services to be performed by TJKM as a sub-consultant to Consultant. Refer to TJKM proposal for scope details.

10. Streetlight & Dry Utility Relocation Plans (Giacalone)

- Streetlight Relocation Plan & Photometrics. Prepare plan to relocate three existing streetlights. Prepare photometric plan to confirm lighting intensity meets city standards.
- Dry Utility Relocation Plan. Prepare plan to relocate one existing cable box and one existing phone box.

Note: Services to be performed by Giacalone as a sub-consultant to Consultant. Refer to Giacalone proposal for scope details.

Note: If Client engages another engineering/surveying firm to provide construction staking for the Project then, Consultant shall not be held responsible for interpretation, errors or omissions in the plans which customarily become apparent and easily solvable during the course of construction.

PART C – CONSTRUCTION STAKING SERVICES

Not included with this agreement.

PART D – ASSUMPTIONS

Consultant's Scope of Services and Compensation are based on the following assumptions:

1. Agency Approvals:

- a. Client will provide guidance and advice from Client's legal counsel as to the need for, and the procedures for obtaining approvals, permits, or other licenses from governmental agencies. Consultant will actively participate in the permit process, but the primary responsibility in this regard shall remain with the Client.
- b. Client will monitor the need for, and to process, extensions of approval for Zonings, Use Permits, Tentative Maps, and/or other entitlements or permits.

2. CEQA Documentation: Client will provide for the preparation and processing of CEQA Documentation and/or other environmental studies or clearances.
3. Wetlands: Client will provide for all investigations, services or work responsibilities, duties, or acts related to or involving endangered species and wetlands.
4. Asbestos: Client will provide for all investigations, services or work responsibilities, duties or acts related to or involving asbestos, pollutants, hazardous waste and contaminants in the atmosphere, on the surface, or in the subsurface. To inspect or arrange the inspection for the presence of asbestos in any structure that will be demolished or renovated or in any material that will be altered and to provide for required reporting.
5. Access to Site: Client will secure permission of the property owner for the Consultant to enter upon the property when necessary to accomplish the Services and to obtain permission from affected property owners if grading or other work is required to be done on their property.
6. CalTrans Charges: Client will bear the cost of any survey work or services performed by CalTrans if required.
7. Geotechnical/Soil Reports: Client will provide Geotechnical/Soils and/or Geological Reports and exhibits upon which Consultant can rely in performing Services under this Agreement. Client agrees to require the Geotechnical/Soils Engineer and/or Geologist to state in writing or by signing the grading and/or improvement plans, when such is the case, that the Grading/Improvement Plan produced by the Consultant is in conformance with the criteria contained in the Geotechnical/Soils Report.
8. Related Construction Plans: Client will provide for preparation of the plans, specifications and any permit preparation and processing for the following:
 - a. Systems, facilities and/or procedures required for a National Pollution Discharge Elimination Systems (N.P.D.E.S.) permit (i.e. SWPPP/NOL/NOT services).
 - b. Walls, fences, retaining walls, bulkheads, or soundwalls of any kind.
 - c. Rock and pavement thickness in public street. This is normally determined by the Soils Engineer and/or public agency. In some cases construction traffic may control the TI for a minor street. While Consultant will assist in identifying such cases, it is the responsibility of the Client and pavement designer to determine where and how much pavement sections need to be increased to handle construction traffic.
 - d. Any structural, acoustical, soils, geological or corrosion protection engineering.
9. Accessibility: Consultant does not claim to be, nor is Consultant, expert as to what precisely constitutes current *Accessibility Standards*, said *Standards* being the product of constantly evolving federal, state and local laws, regulations and codes, all subject to periodic judicial review and interpretation.

While Consultant will be available to discuss with agency staff and Client how *Accessibility Standards* relate to Client's project, it is the responsibility of Client to determine if specialized legal and/or technical expertise is required to ensure that Client's project meets applicable *Accessibility Standards*.

Absent other direction, Consultant will design public and private streets in accordance with the customary Standard of Professional Care and local agency public works standards in effect at the time the design is being prepared.
10. Landscape Design: Client will provide Landscape Architecture, including analysis of soil suitability for landscaping purposes and the preparation of exhibits and landscaping lighting, or irrigation systems plans, either private or public.
11. Plan Use:
 - a. Client will use the plans, specifications, special provisions, standards and bid quantity forms prepared by Consultant without changes, unless changes are approved by Consultant in writing.

- b. Client will assume complete responsibility and liability for changes in design, construction quantities, project cost, etc., whenever Client or others use unsigned or unapproved survey maps or construction drawings for bidding or construction purposes.
 - c. Client will notify Consultant in the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project and Client agrees to engage Consultant to prepare said clarifications, adjustments, modifications or other changes to Consultant's Instruments of Professional Service before construction activities commence or further activity proceeds. Further, Client agrees to require the Contractor or other Consultants to notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
 - d. Client to retain Consultant to "update" Consultant's instruments of professional services for code or standards compliance that become effective after the date of signature and seal by Consultant.
12. Site Safety: It is specifically noted that the Client or others are in responsible charge of the construction project and that Consultant has no responsibility for safety matters or the quality or accuracy of work performed by Client's contractors or other Consultants.
13. Construction Management: Client will provide for construction management, supervision, inspection, scheduling and/or coordination of the work of contractors, subcontractors, public utilities, and public agencies. Client specifically acknowledges such services will not be performed by Consultant. Client agrees to defend, indemnify, and hold Consultant harmless from any and all liability arising from or resulting from the performance of such services. It is specifically noted that the Client or others are in responsible charge of the construction project and that Consultant has no responsibility for safety matters or the quality or accuracy of work performed by Client's contractors or other consultants.
14. The Client or others shall be responsible for filing all required Notices and for adhering to the provisions of all applicable N.P.D.E.S. permit requirements. Client or others are responsible to manage the implementation of the Storm Water Pollution Prevention Plan, and other elements of the N.P.D.E.S. permit, including, but not limited to, employee training, site inspections, systems monitoring for plan effectiveness and required monitoring for pollutants, systems maintenance, determination of needed plan revisions, reporting and records retention. Client understands that erosion/sediment control plans prepared by Consultant cannot practically anticipate all actual field conditions as work progresses on the site. It is the Client's or others responsibility to interpret the concepts reflected on these plans and to apply them appropriately to the actual field conditions.
15. Electronic Media:
- a. Consultant will transmit via electronic mail or provide electronic media (disk) copies of engineering exhibits previously created by Consultant in electronic media format to utility companies, subconsultants, Client's other consultants and appropriate others on behalf of Client. Changes in content or format of the electronic data performed by Consultant to accommodate a particular recipient shall be performed as Additional Services.
 - b. Exhibits and documents prepared by Consultant are instruments of professional service and are the property of Consultant. Copies of engineering exhibits sent via electronic mail or electronic media (disk) will be made available with the following understandings:
 - a) The recipient shall use the data contained on the disk or e-mail for its stated purpose only.
 - b) The recipient shall preserve the disk or e-mail as an original.
 - c) The recipient shall verify the accuracy of data against hard copy documents which govern.
 - d) The recipient shall assume all risk in changing, modifying, converting, or translating any of the data.
 - e) The recipient shall be responsible for checking the disk or e-mail for any viruses and responding appropriately.
 - f) The recipient shall not use the data to locate boundary lines or improvements in the field unless the data is expressly prepared for this purpose.
 - g) The recipient shall use this information under the supervision of an appropriate professional when required by law.

EXHIBIT B (COMPENSATION)

To Agreement dated _____, 2020, between CITY OF LATHROP, A MUNICIPAL CORPORATION, hereinafter referred to as "Client", and MACKAY & SOMPS CIVIL ENGINEERS, INC., hereinafter referred to as "Consultant".

Client agrees to pay compensation to Consultant for his Services as follows:

A. PRELIMINARY ENGINEERING & PLANNING SERVICES:

Not included with this agreement.

B. DESIGN SERVICES:

For Services contained in EXHIBIT A, PART B, fees will be as follows:

Task Description	Fee	Basis
1. Supplemental Topographic Survey	\$5,000	TM
2. Phase 1 – Improvement Plans, Specifications and Estimates	\$100,000	FF
3. Phase 2 – Improvement Plans, Specifications and Estimates	\$50,000	FF
4. Caltrans Encroachment Permit Processing	\$15,000	TM
5. Client/Agency Meetings & Consultant Coordination	\$7,000	TM
6. Construction Administration	\$10,000	TM
7. Potholing Services (Subtronic)	\$10,000	FF
8. Phase 1 – Traffic Design Services (TJKM)	\$29,000	FF
9. Phase 2 – Traffic Design Services (TJKM)	\$23,000	FF
10. Streetlight & Dry Utility Relocation Plans (Giacalone)	\$22,000	FF
Reimbursable Expenses	\$8,000	TM
TOTAL	\$279,000	

Note: Sub-consultant services (items 7-10) will be invoiced at cost plus an administrative fee of 15% (rounded)

C. CONSTRUCTION STAKING SERVICES:

Not a part of this agreement.

D. ADDITIONAL SERVICES

- Design of new stormwater quality improvements if required.
- Preparation of traffic handling plans during construction if required.
- Curb return / ADA ramp retrofits beyond what is included in Exhibit 'A' if required.
- Caltrans design exception processing if required.
- Construction staking.

E. BACKCHARGES:

It is hereby agreed that no subtraction of amounts from Consultant's fees for alleged errors shall be made unilaterally by Client without consultation with Consultant's Operations Manager. Any claim that Services are unacceptable shall be made to the Consultant's Operations Manager within 30 days of the time Client discovers a potential backcharge situation, for resolution.

F. OTHER CHARGES:

Not applicable.

G. FEES AND FEE ADJUSTMENTS:

- a. Consultant will invoice Client monthly as services progress. 100% of each line item is due upon substantial completion of the item. plans are deemed substantially complete when they are first submitted to the governing agency for checking. Fees for partially completed services will be invoiced a prorata amount of the total as services progress.
- b. Time and Material (TM) charges shall be invoiced in accordance with the Hourly Rate Fee Schedule (EXHIBIT D) which is subject to adjustment on April 1, 2020 and annually thereafter.
- c. Fixed Fees (FF) shall be subject to an annual proportional adjustment based on the calendar year increase in the San Francisco - Oakland - San Jose Consumer Price Index. The first increase will be reflected in invoices dated April 30, 2020 and annually thereafter.
- d. Reimbursable expenses include the following: transportation and subsistence incidental thereto; delivery charges; toll telephone calls and telegrams; reproduction (printing or plotting) of reports, drawings, specifications, bidding documents, and similar project-related items. Charges for Reimbursable Expenses will be the project-related internal expenses actually incurred or allocated by Consultant plus all invoiced external Reimbursable Expenses allocable to the project, the latter multiplied by a factor of 1.15.

EXHIBIT C (CHANGE ORDER)

To Agreement dated _____, 2020, between CITY OF LATHROP, A MUNICIPAL CORPORATION, hereinafter referred to as "Client", and MACKAY & SOMPS CIVIL ENGINEERS, INC., hereinafter referred to as "Consultant".

CHANGE ORDER ADDITIONAL PROFESSIONAL SERVICE REQUEST

CONSULTANT: MacKay & Soms Civil Engineers, Inc.
CLIENT: City of Lathrop, A Municipal Corporation
PROJECT: River Islands Pkwy Widening – Final Design
DATE OF CHANGE ORDER: _____
CHANGE ORDER NO.: _____

1. All services, labor, material and conditions of performance involved in this Change Order shall be in accordance with the provisions of the Agreement executed between Consultant and Client dated _____.
2. Requested Services: _____

_____.
3. Compensation: _____

_____.

CONSULTANT:
MACKAY & SOMPS CIVIL ENGINEERS, INC.

CLIENT:
CITY OF LATHROP, A MUNICIPAL CORPORATION

BY: _____
ITS DULY AUTHORIZED AGENT

BY: _____
ITS DULY AUTHORIZED AGENT

EXHIBIT D (FEE SCHEDULE)

To Agreement dated _____, 2020, between CITY OF LATHROP, A MUNICIPAL CORPORATION, hereinafter referred to as "Client", and MACKAY & SOMPS CIVIL ENGINEERS, INC., hereinafter referred to as "Consultant".

HOURLY RATE FEE SCHEDULE - APRIL 1, 2019 TO MARCH 31, 2020 - RATES SUBJECT TO ADJUSTMENT APRIL 1, 2020 -

PLEASANTON OFFICE

OFFICE AND PROFESSIONAL

PRINCIPAL ENGINEER/PRINCIPAL SURVEYOR	\$278.00 PER HOUR
ASSOCIATE/ENGINEERING/PLANNING MANAGER	\$248.00 PER HOUR
SENIOR PROJECT ENGINEER/PLANNER/LAND SURVEYOR	\$228.00 PER HOUR
SENIOR ENGINEER/PLANNER/LAND SURVEYOR	\$214.00 PER HOUR
ASSOCIATE ENGINEER/PLANNER/LAND SURVEYOR	\$188.00 PER HOUR
ASSISTANT ENGINEER/PLANNER/SURVEYOR	\$158.00 PER HOUR
JUNIOR ENGINEER/PLANNER/SURVEYOR	\$134.00 PER HOUR
FIELD WORK SUPERVISOR	\$168.00 PER HOUR
PRINCIPAL TECHNICIAN	\$166.00 PER HOUR
SENIOR TECHNICIAN	\$138.00 PER HOUR
TECHNICIAN	\$114.00 PER HOUR
ADMINISTRATIVE ASSISTANT	\$102.00 PER HOUR
CLERICAL	\$ 82.00 PER HOUR
OFFICE ASSISTANT	\$ 62.00 PER HOUR

FIELD

1 MAN FIELD PARTY*	\$175.00 PER HOUR
2 MAN FIELD PARTY*	\$286.00 PER HOUR
3 MAN FIELD PARTY*	\$360.00 PER HOUR

*INCLUDES GPS EQUIPMENT WHEN APPROPRIATE

OTHER

PREMIUM FOR REQUIRED OVERTIME	REGULAR HOURLY RATE PLUS 25%
MILEAGE	PER IRS STANDARD MILEAGE RATE
DIRECT COSTS AND OUTSIDE CONTRACT SERVICES	COST PLUS 15%

**CITY MANAGER'S REPORT
APRIL 13, 2020 CITY COUNCIL MEETING**

ITEM: **APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 120 UNITS (16 LOTS) IN TRACT 4022 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4022 Village "CC" within the Lakeside East District of River Islands, totaling 120 Single Family Attached Condominium Units (16 Lots), and a Subdivision Improvement Agreement with River Islands Development, LLC, and City of Lathrop Annexation No. 11 CFD**

SUMMARY:

On June 1, 2015, the City approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop that revised conditions of approval for new development within Phase 1. On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at the request of River Islands Development, LLC (RID).

The proposed Final Map Tract 4022, Village "CC", neighborhood contains east and west sections, both redesignated and rezoned to Medium Density Residential (RM-RI) by City Council action earlier this year. The Tract 4022 Final Map is a condominium map that only involves the eastern portion of Village CC.

Staff recommends that the City Council approve the proposed Final Map Tract 4022, Village "CC" and a Subdivision Improvement Agreement (Attachment D) with River Islands Development, LLC., and City of Lathrop Annexation No. 11 CFD 2013.

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015 with updated conditions of approval. Tract 4022 as proposed by River Islands Development, LLC (RID) as the subdivider, is in compliance with the most current conditions of approval.

The Final Map for Tract 4022 is very similar to the Tract 3833 Final Map in the East Village District in that it will create larger lots utilized for single family attached dwelling units that are "clustered" three units to a lot.

APRIL 13, 2020 CITY COUNCIL MEETING**APPROVAL OF FINAL MAP AND SIA FOR 120 UNITS (16 LOTS) IN TRACT 4022 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

This final map is considered a condominium map and the homebuilder must also obtain Bureau of Real Estate (BRE) approval from the State in order to construct the project and must create a Homeowners Association (HOA) to maintain privately owned improvements after completion. The builder, Van Daele Homes, constructed the Castaway project in Tract 3833 and will be constructing nearly identical "bungalows" units for Tract 4022 to be dubbed "Hideaway". Attachment B shows the location of Village "CC" within the Lakeside East Village and Attachment C shows the layout of the units on each parcel.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements associated with the final map. Public improvements for Tract 4022 and Village "CC" including landscape, sanitary sewer, water supply, joint trench and signing and striping have not been completed and will be guaranteed by the SIA. Private improvements on the project site will be constructed immediately after improvement plan approval, which is pending from City Public Works. Private improvements not dedicated to the City or other public agency will be maintained by the proposed HOA.

The SIA will require security for the completion of the public improvements, as well as for public utility connections within public utility easements (PUEs) on private property. The master developer has provided performance bonds for these guarantees. The Tract 4022 SIA, Attachment D, includes the requirement for performance and maintenance related guarantees, as well as a reference to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was first approved by the City on September 30, 2013 to the extent that that agreement is still valid for certain improvements. Tract 4022 will not trigger any additional off-site improvements.

RID has paid all appropriate fees and guaranteed completion all required public improvements that provide public access to Village CC. Public utilities that are necessary for construction on private property (within public utility easements) must also be guaranteed. Completion of offsite improvements that were required to serve the CSRB, East Village, and Lakeside East areas were guaranteed in the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-Site Agreement") approved by City Council on September 30, 2013. Performance bonds have been posted by RID for the unfinished improvements as required by the City's subdivision ordinance and the Subdivision Map Act.

Before the Final Map Tract 4022 is recorded, RID must also satisfy the Escrow Instructions (Attachment E) that guarantee all required fees are paid.

REASON FOR RECOMMENDATION:

The applicant has guaranteed completion of public improvements that provide public access to Village "CC".

APRIL 13, 2020 CITY COUNCIL MEETING**APPROVAL OF FINAL MAP AND SIA FOR 120 UNITS (16 LOTS) IN TRACT 4022 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

Private roadways, walkways, landscaping and private recreation facility will be built in the future and maintained by the HOA, however public utilities that must transverse the private property will be located in dedicated public utility easements and will be guarantee for completion by the Subdivider as noted. Completion of the public improvements is required prior to the first occupancy of the first production unit for the project or by December 1, 2020, whichever comes first. Before acceptance of public improvements within Tract 4022, RID shall provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year. RID has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 4022. This includes the following documents and fees:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Incomplete public improvements	Completed
4. Labor and Material Security – Incomplete public improvements	Completed
5. Landscaping Plans	Completed
6. Street Light Plans	Completed
7. Joint Trench Plans	Completed
8. Geotechnical Report	Completed
9. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
10. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency maintenance	Completed
11. Allocation of Water and Sewer capacity	Completed
12. Recommendation for approval from Stewart Tract Design Review Committee	Completed
13. Submitted Certificate of Insurance	Completed
14. Submitted Tax Letter	Completed
15. Submitted Guarantee of Title	Completed
16. Tract 4022 Village "CC" – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 11 CFD	Pending Approval with this item

APRIL 13, 2020 CITY COUNCIL MEETING**APPROVAL OF FINAL MAP AND SIA FOR 120 UNITS (16 LOTS) IN TRACT 4022 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check fees	Paid
3.	Improvement Plans - Inspection fees	Paid
4.	Plan guarantee deposit	Paid
5.	Record retention fee	Paid
6.	Bond guaranteeing copies/reductions of final map	Paid
7.	Sierra Club Settlement fee	To be paid in escrow

The above noted documents and fees are required by the VTM 3694 conditions of approval prior to approval of the Final Map by City Council. The guarantee is in the form of the Subdivision Improvement Agreement with security and improvement plans.

Extensive off-site improvements to serve this Tract have already been completed, including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that are required to serve this Final Map, are detailed in the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements (Off-site Agreement) approved by the City Council in 2014.

Before the Final Maps are recorded, RID must also satisfy the Escrow Instructions (Attachment E) that guarantee all required payments to the Sierra Club are made, under the terms of the 3rd Amendment to the Development Agreement.

FISCAL IMPACT:

There is no fiscal impact to the City. All City costs are covered by development fees, and any shortfalls in City maintenance and operating costs are covered by the CFD's for maintenance. RID is also providing funds necessary to defray any staff time required to process their request.

APRIL 13, 2020 CITY COUNCIL MEETING

APPROVAL OF FINAL MAP AND SIA FOR 120 UNITS (16 LOTS) IN TRACT 4022 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4022 Village "CC" within the Lakeside East District of River Islands, totaling 120 Single Family Attached Condominium Units (16 Lots), and a Subdivision Improvement Agreement with River Islands Development, LLC, and Annexation No. 11 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)
- B. Vicinity Map for Village CC
- C. Hideaway Layout/Unit Exhibit
- D. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 4022, Village "CC"
- E. Escrow Instructions for Final Map Tract 4022 Village "CC", including the Annexation No. 11 of City of Lathrop Community Facilities District No. 2013-1

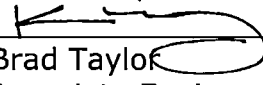
CITY MANAGER'S REPORT

Page 6

APRIL 13, 2020 CITY COUNCIL MEETING

**APPROVAL OF FINAL MAP AND SIA FOR 120 UNITS (16 LOTS) IN TRACT
4022 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

APPROVALS:

 FOR
Brad Taylor
Associate Engineer

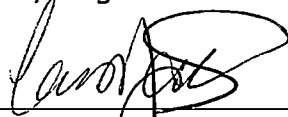
4-7-2020
Date


Michael King
Director of Public Works

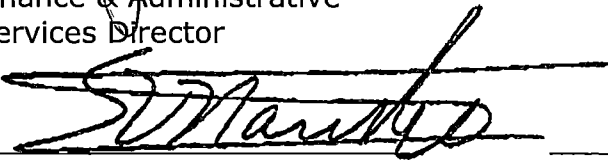
3.25.2020
Date

 FOR
Glenn Gebhardt
City Engineer

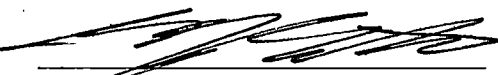
4-7-2020
Date


Cari James
Finance & Administrative
Services Director

3/26/2020
Date


Salvador Navarrete
City Attorney

3/26/2020
Date


Stephen J. Salvatore
City Manager

4-8-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE FINAL MAP FOR TRACT 4022, VILLAGE "CC" WITHIN THE LAKESIDE EAST VILLAGE OF RIVER ISLANDS, TOTALING 120 SINGLE FAMILY ATTACHED CONDOMINIUM UNITS (16 LOTS), AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC AND ANNEXATION NO. 11 OF CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

WHEREAS, on March 27, 2007, the City Council approved Vesting Tentative Map (VTM) No. 3694 with Conditions of Approval for a residential and commercial development that is consistent with the West Lathrop Specific Plan (WLSP) and the River Islands Urban Design Concept (UDC); and

WHEREAS, on June 1, 2015, the City Council approved amendments to the VTM, WLSP and UDC, with amended conditions of approval; and

WHEREAS, on August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area that allowed minor changes in the land use pattern for VTM 3694 and the approval of final maps within Stage 2A; and

WHEREAS, River Islands Development area includes three Community Facility Districts (CFD), and these three separate districts include: City CFD 2013-1, Reclamation District 2062 (RD 2062) CFD 2013-01, and River Islands Public Financing Authority (RIPFA) CFD 2013-1; and

WHEREAS, therefore, staff is asking approval for the City CFD 2013-1 Annexation No. 11.and

WHEREAS, Tract 4022, the proposed subdivision, is part of the Lakeside East District of River Islands as described in the UDC, consisting of 16 buildable lots to accommodate 120 condominium units (single family attached homes) covered by VTM No. 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, in its review of the Tract 4022 and Village "CC", the Stewart Tract Design Review Committee recommended approval on August 7, 2019; and

WHEREAS, River Islands Development, LLC (RID) has completed or has guaranteed completion of all public improvements on Tract Map 4022, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

WHEREAS, a Subdivision Improvement Agreement (SIA) between the City of Lathrop and RID, and provision of security by RID for unfinished and deferred improvements, are required prior to final map approval per the Lathrop Municipal Code Section 16.16.190; and

WHEREAS, upon acceptance of all improvements as complete, a one-year maintenance and repair bond will be required to secure RID obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, several conditions of approval of VTM 3694 are satisfied by the 3rd Amendment to the Development Agreement between the City and Califia, LLC, which the City Council approved on October 7, 2013; and

WHEREAS, off-site improvements were guaranteed with the Dedication, Inspection and Guarantee of Streets and Public Improvements (Off-site Agreement), approved by City Council on September 30, 2013; and

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 4022 have been met, including those Conditions of Approval satisfied under the SIA and Off-Site Agreement; and

WHEREAS, the City Engineer has confirmed that the Final Map for Tract 4022 is substantially the same as it appeared on VTM No. 3694, is technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, RID will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 4022; and

WHEREAS, Tract 4022 being a "condominium map" as defined by as defined in Section 783 of the Civil Code of the State of California, will require approval from the California Bureau of Real Estate and such approvals are outside of the scope of the City's approval of this map and shall be required by the subdivider and its successors and assigns to comply will all applicable law in creating and developing the individual condominium units; and

WHEREAS, the City Council approved a general plan amendment, zoning map amendment and Preliminary Development Plan amendment at its March 9, 2020 regular meeting and the Tract 4022 Final Map shall not be filed until these actions have taken effect; and

WHEREAS, Capital Facilities Fees are not required until such time as the builder applies for building permits.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop approves the following actions:

1. The City Manager, or their designee, is authorized to execute Final Map Tract 4022 Village "CC" and is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.

2. That the City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development, LLC, and Annexation No. 11 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) in substantially the form as attached to the April 13, 2020 staff report, the executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 13th day of April 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

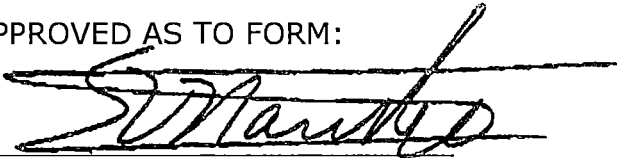
ABSENT:

Sonny Dhaliwal, Mayor

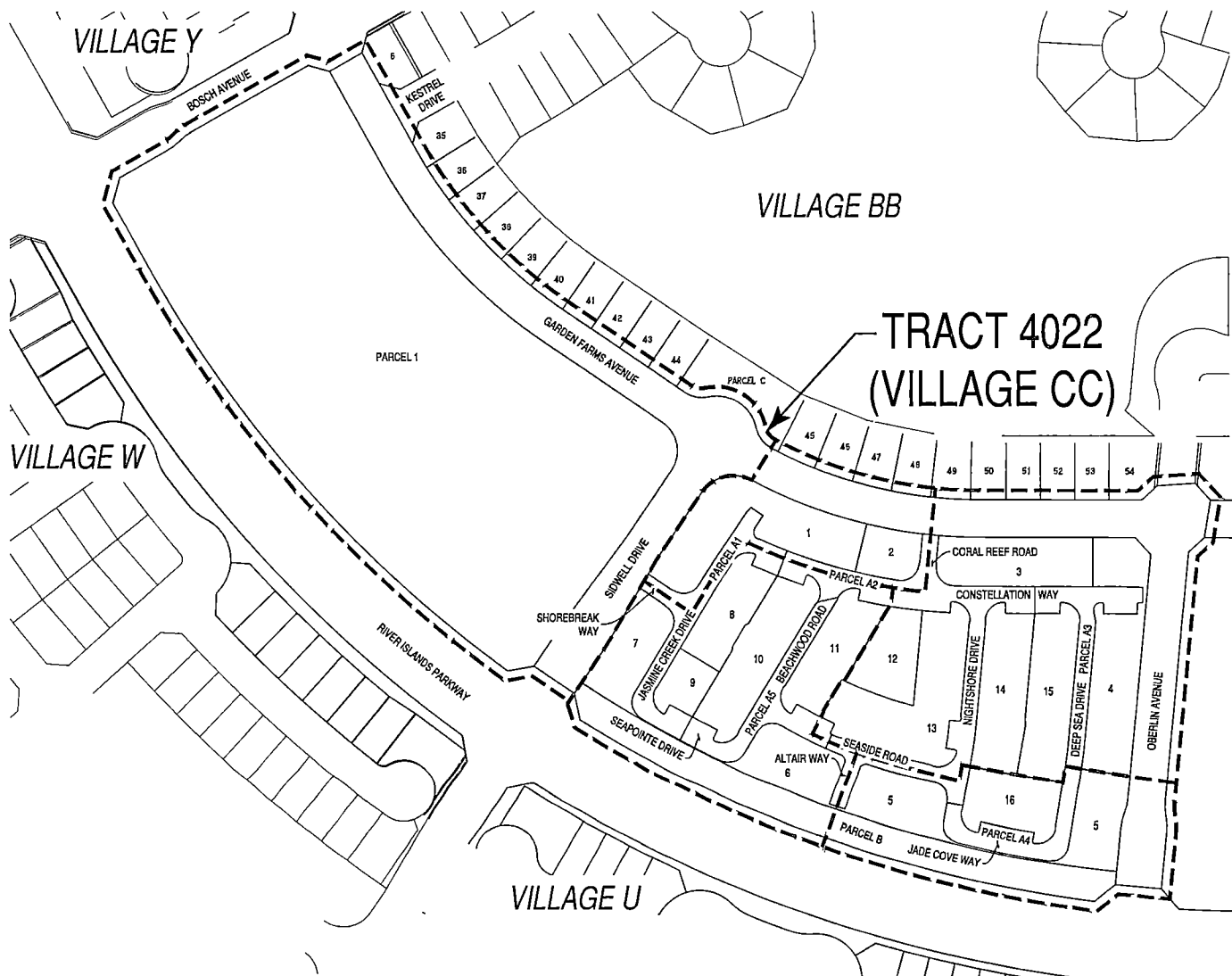
ATTEST:

APPROVED AS TO FORM:

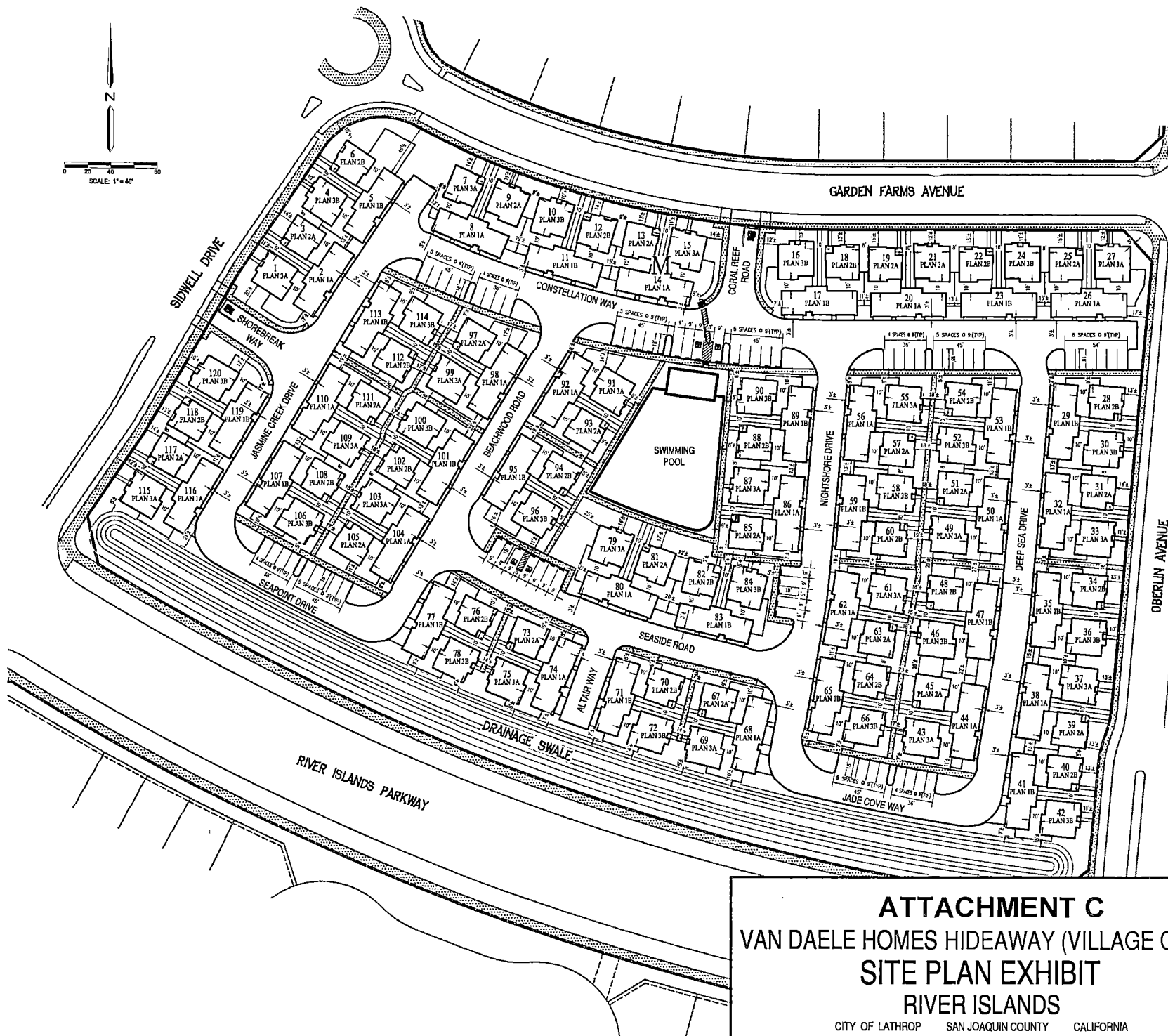
Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



ATTACHMENT B
VILLAGE CC
VICINITY MAP
APRIL 2020



ATTACHMENT C **VAN DAELE HOMES HIDEAWAY (VILLAGE CC)** **SITE PLAN EXHIBIT** **RIVER ISLANDS**

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
 DATE: OCTOBER 7, 2019



6200 Stoneridge Mall Road, Suite 330
 Pleasanton, CA 94588

Ph 925.223.8340 odellengineering.com

SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY, FOR TRACT 4022 VILLAGE “CC” 120 RESIDENTIAL UNITS (16 LOTS)

RECITALS

A. This Agreement is made and entered into this 13th day of April 2020, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter “CITY”) and River Islands Development, LLC, a California limited liability company (hereinafter “SUBDIVIDER”).

B. At its meeting on May 15, 2017, CITY approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority (“RIPFA”) has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Attachment “G”) in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the deadline of August 1, 2020. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

C. At its meeting on July 9, 2018, CITY approved the Tract 3908 large lot final map which includes the Village CC area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority (“RIPFA”) has guaranteed the construction of River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Attachment “H”) in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet an September 30, 2020, deadline or as may be extended by CITY. The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4022. However, SUBDIVIDER has completed portions of public infrastructure improvements associated with Tract 4022 (Village "CC") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements are mostly public utilities located on private property within public utility easements, street landscaping, striping and signage, estimated at \$1,380,890. Both performance and labor and materials security are required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will be posted as outlined in this Tract 4022 (Village "CC") Subdivision Improvement Agreement. Detailed security amounts listed below:

Unfinished Improvement Total	\$1,380,890
Performance Guarantee	$\$1,380,890 \times 120\% = \$1,657,068$
Labor & Materials Guarantee	$\$1,518,979 \times 50\% = \$828,534$

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4022 and as noted in Recital D, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4022 and Village CC overall. Improvement plans, and streetlight plans prepared by Power Systems Design, Inc., have already been approved by CITY. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4022 are required security as outlined in this Agreement.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East District neighborhood, to the limits identified on Exhibit A, including the offsite landscaping, onsite sanitary sewer, onsite water supply, streetlight, offsite signing and striping and joint trench improvements. All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above-referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4022 that is conveyed to a

private interest not associated with the transfer of title of Tract 4022 associated with the filing of Tract 4022 or prior to the completion and occupancy of the last production dwelling unit associated with Tract 4022, or by December 1, 2020, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY or its agents shall, at any time during the progress of the Improvements, have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by the Subdivision Improvement Agreement for Tract 4022, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$138,089 equal to 10% of the estimated cost of the Improvements for the entire area (\$1,380,890) as shown on Exhibit F, to insure SUBDIVIDER'S repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one (1) year guarantee period, provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recital D were required to provide access and required utilities to Tract 4022 and are associated with adjacent tracts as otherwise described in this Agreement, as well as backbone roads associated with the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements referenced in Recital D, the security required by the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements shall remain in place until the backbone improvements associated with that agreement are complete and accepted by CITY or as is further described by the conditions below:

a. Rehabilitation of the pavement on Stewart/Cohen and Paradise Roads within the limits of Stewart Tract, as detailed on the attached Exhibit D, are now open to the public, and rehabilitation is guaranteed by a performance bond. Full improvement and acceptance of these streets shall be completed prior to release of security previously posted by SUBDIVIDER.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may but is not required to proceed to complete and/or repair, replace or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY even if SUBDIVIDER subsequently completes the work.

CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials, repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by CITY in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER.

In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are partially complete, SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the deferred and unfinished improvements associated with Tract 4022 as included and described in Exhibit E of this Agreement. The amount of the performance bond required shall be 120% of the amount of unfinished and deferred improvements as shown in Exhibit E ($\$1,380,890 \times 120\% = \$1,657,068$ – performance bond amount) as indicated in Recital C. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ($\$1,518,979 \times 50\% = \$828,534$), also as indicated in Recital C. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit C attached hereto and incorporated herein with a new certificate of insurance required.

10. Any alterations made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof. The above-referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER or to any person, entity or organization for any injury or damage that may result to any person or

property by or from any cause in, on or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively "Indemnitees") harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall at its own cost and expense defend any and all actions, suits or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of its duties and obligations under this Agreement or from the negligent act or omission of itself, its agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of any of the aforesaid operations referred to in this paragraph regardless of whether or not CITY has prepared, supplied or approved of plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are or shall be considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid and the City Council has accepted the Improvements as complete. CITY and SUBDIVIDER have formed Community Facilities Districts ("CFD") to finance maintenance and improvements. CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements

are accepted by CITY to the end of the fiscal year or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER and any heirs, successors, executors, administrators and assignees of SUBDIVIDER and shall be jointly and severally liable hereunder.

19. SUBDIVIDER shall, at SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER shall obtain a City of Lathrop Business License. SUBDIVIDER shall comply with all local, state and federal laws whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4022.

21. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of

this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first day and including the last day. If the time in which an act is to be performed falls on a Saturday, Sunday or any day observed as a legal holiday by CITY, the time for performance shall be extended to the following business day.

j. Venue. In the event either party brings suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

EXHIBITS:

EXHIBIT A: FINAL MAP - TRACT 4022 VILLAGE "CC"

EXHIBIT B: VILLAGE "CC" VICINITY MAP

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP

EXHIBIT E: UNFINISHED AND DEFERRED IMPROVEMENT COST ESTIMATE – VILLAGE "CC"

EXHIBIT F: TRACT 4022 IMPROVEMENTS COST ESTIMATE

EXHIBIT G: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA

EXHIBIT H: RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13th day of April 2020, at Lathrop, California.

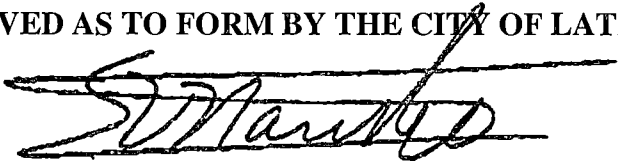
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas
City Clerk

BY: _____
Stephen J. Salvatore
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY: 
Salvador Navarrete
City Attorney

River Islands Development, LLC,
a California limited liability company

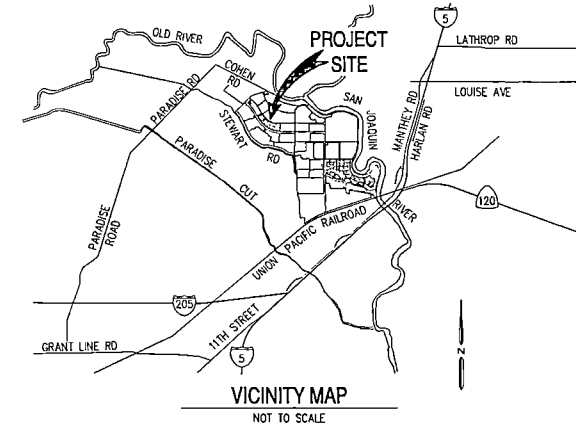
BY: _____
Susan Dell'Osso, President
"SUBDIVIDER"

EXHIBIT A

FINAL MAP - TRACT 4022 VILLAGE "CC"

TRACT 4022
RIVER ISLANDS - STAGE 2A
VILLAGE CC
FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4022, RIVER ISLANDS, STAGE 2A, VILLAGE CC, FOR CONDOMINIUM PURPOSES", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TWENTY-TWO (22) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS GARDEN FARMS AVENUE, SIDWELL DRIVE, AND OBERLIN AVENUE, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES ACROSS THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (E.V.A.E.).

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "PUBLIC UTILITY EASEMENT" (P.U.E.).

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, SANITARY SEWER FACILITIES AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "SANITARY SEWER EASEMENT" (S.S.E.).

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, DOMESTIC WATERLINE FACILITIES AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "WATERLINE EASEMENT" (W.L.E.).

PARCELS A1 THROUGH A5 ARE FOR PRIVATE STREET PURPOSES AND ARE NOT DEDICATED HEREON; SAID PRIVATE STREETS ARE TO BE CONVEYED AS ASSOCIATION PROPERTY TO THE HIDEAWAY AT RIVER ISLANDS HOMEOWNER'S ASSOCIATION BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCEL B FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERE TO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL 1 FOR FUTURE DEVELOPMENT AND ACKNOWLEDGES THAT FURTHER SUBDIVISION OF THIS PARCEL AND CREATION OF INDIVIDUAL LOTS FOR SALE AND EVENTUAL RESIDENTIAL DEVELOPMENT AS PROVIDED BY THE CITY OF LATHROP SUBDIVISION ORDINANCE AND THE CALIFORNIA SUBDIVISION MAP ACT SHALL NOT OCCUR UNTIL THE CITY OF LATHROP HAS REDESIGNATED AND REZONED PARCEL 1 AND LOTS 1 THROUGH 16 FOR MEDIUM DENSITY RESIDENTIAL USES AS DESCRIBED AND PROVIDED FOR IN THE WEST LATHROP SPECIFIC PLAN AND CITY OF LATHROP ZONING ORDINANCE.

OWNER: RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: _____ DATE: _____
NAME: SUSAN DELL'OSSO
ITS: PRESIDENT

DATED THIS _____ DAY OF _____, 2020.

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-150771 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____
NAME: _____
ITS: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

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 SAN JOAQUIN

ON _____, 2020 BEFORE ME, _____ 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:

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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 SAN JOAQUIN

ON _____, 2020 BEFORE ME, _____ 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:

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4022, RIVER ISLANDS, STAGE 2A, VILLAGE CC, FOR CONDOMINIUM PURPOSES", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TWENTY-TWO (22) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2020, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, EMERGENCY VEHICLE ACCESS EASEMENTS, SANITARY SEWER EASEMENTS, WATERLINE EASEMENTS, PARCEL B, AND ACCEPTED THE OFFER OF DEDICATION OF ALL ROADWAYS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL SECURITIES AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION. DATED THIS _____ DAY OF _____, 2020.

MARK MOSSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: \$ _____

STEVE J. BESTOLARIDES,
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY: _____
ASSISTANT/DEPUTY RECORDER

NOTES

- RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDEATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION. A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- "TRACT 4022, RIVER ISLANDS, STAGE 2A, VILLAGE CC, FOR CONDOMINIUM PURPOSES" CONTAINS 16 LOTS FOR CONDOMINIUM PURPOSES, AND 6 LETTERED PARCELS, CONTAINING 23.17 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, AND PARCEL 1 CONTAINING 9.38 ACRES, MORE OR LESS. ALL AS SHOWN ON SAID MAP HEREIN (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW).

TRACT 4022 AREA SUMMARY	
LOTS 1 THROUGH 16	6.69 AC±
PARCELS A1 THROUGH A5	2.10 AC±
PARCEL B	1.05 AC±
PARCEL 1	9.38 AC±
STREET DEDICATIONS	3.95 AC±
TOTAL	23.17 AC±

- LOTS 1 THROUGH 16 AS SHOWN ON THIS TRACT MAP, ARE FOR CONDOMINIUM PURPOSES AS DEFINED BY SECTION 4125 OF THE CALIFORNIA CIVIL CODE, THAT WILL CONTAIN 120 UNITS.
- PARCELS A1 THROUGH A5 ARE FOR PRIVATE STREET PURPOSES SUBJECT TO A PUBLIC UTILITY EASEMENT, EMERGENCY VEHICLE ACCESS EASEMENT, SANITARY SEWER EASEMENT, AND WATERLINE EASEMENT, AND SHALL BE MAINTAINED BY A MANDATORY HOMEOWNERS ASSOCIATION (HIDEAWAY AT RIVER ISLANDS OWNERS ASSOCIATION (HOMEOWNER'S ASSOCIATION)). SAID PARCELS A1 THROUGH A5 ARE NOT OTHERWISE OFFERED TO THE PUBLIC, OR FOR PUBLIC USE, AND IS FOR THE USE BY THE HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING THE CONDOMINIUM DEVELOPMENT. SAID PRIVATE STREETS ARE TO BE CREATED BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.
- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1614021506-KB (VERSION 3), DATED OCTOBER 8, 2019, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

REFERENCES

- TRACT 3908, RIVER ISLANDS, STAGE 2A LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 52, S.J.C.R. (43 M&P 52)
- TRACT 3999, RIVER ISLANDS, STAGE 2A VILLAGE V FINAL MAP, FILED MARCH 27, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 78, S.J.C.R. (43 M&P 78)
- TRACT 3989, RIVER ISLANDS, STAGE 2A VILLAGE U FINAL MAP, FILED NOVEMBER 2, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 54, S.J.C.R. (43 M&P 54)
- TRACT 3990, RIVER ISLANDS, STAGE 2A VILLAGE U FINAL MAP, FILED OCTOBER 2, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 105, S.J.C.R. (43 M&P 105)
- TRACT 3834, RIVER ISLANDS, STAGE 2A VILLAGE M FINAL MAP, FILED DECEMBER 21, 2016, IN BOOK 42 MAPS AND PLATS, PAGE 72, S.J.C.R. (42 M&P 72)
- TRACT 3836, RIVER ISLANDS, STAGE 2A VILLAGE O FINAL MAP, FILED MARCH 15, 2017, IN BOOK 42 MAPS AND PLATS, PAGE 84, S.J.C.R. (42 M&P 84)
- TRACT 3994, RIVER ISLANDS, STAGE 2A VILLAGE T FINAL MAP, FILED DECEMBER 13, 2008, IN BOOK 43 MAPS AND PLATS, PAGE 60, S.J.C.R. (43 M&P 60)
- TRACT 4015, RIVER ISLANDS, STAGE 2A VILLAGE W FINAL MAP, FILED OCTOBER 18, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 106, S.J.C.R. (43 M&P 106)
- PARCEL MAP 19-01-PW, RIVER ISLANDS STAGE 2A VILLAGE Y, FILED SEPTEMBER 25, 2019, IN BOOK 26 OF PARCEL MAPS AT PAGE 147, S.J.C.R. (26 PM 147)
- TRACT 3997, RIVER ISLANDS, STAGE 2A VILLAGE Y FINAL MAP, FILED JUNE 28, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 94, S.J.C.R. (43 M&P 94)
- IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC ROADWAY PURPOSES & PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBER 2019-030246, S.J.C.R.

TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



SIGNATURE OMISSIONS

PURSUANT TO SECTION 66438 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED

- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.J.C.R.
- IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENTS IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBER 2019-030246, S.J.C.R.

CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4022, RIVER ISLANDS, STAGE 2A, VILLAGE CC, FOR CONDOMINIUM PURPOSES", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT

DATED THIS _____ DAY OF _____, 2020.

LAWRENCE GOSSETT, P.E. 31695



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON SEPTEMBER 12, 2017, I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2020.

DYLAN CRANFORD, P.L.S. NO 7788



CITY ENGINEER'S STATEMENT

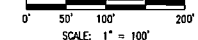
I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4022, RIVER ISLANDS, STAGE 2A, VILLAGE CC, FOR CONDOMINIUM PURPOSES", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2020.

GLENN GEBHARDT, R.C.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA





A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020

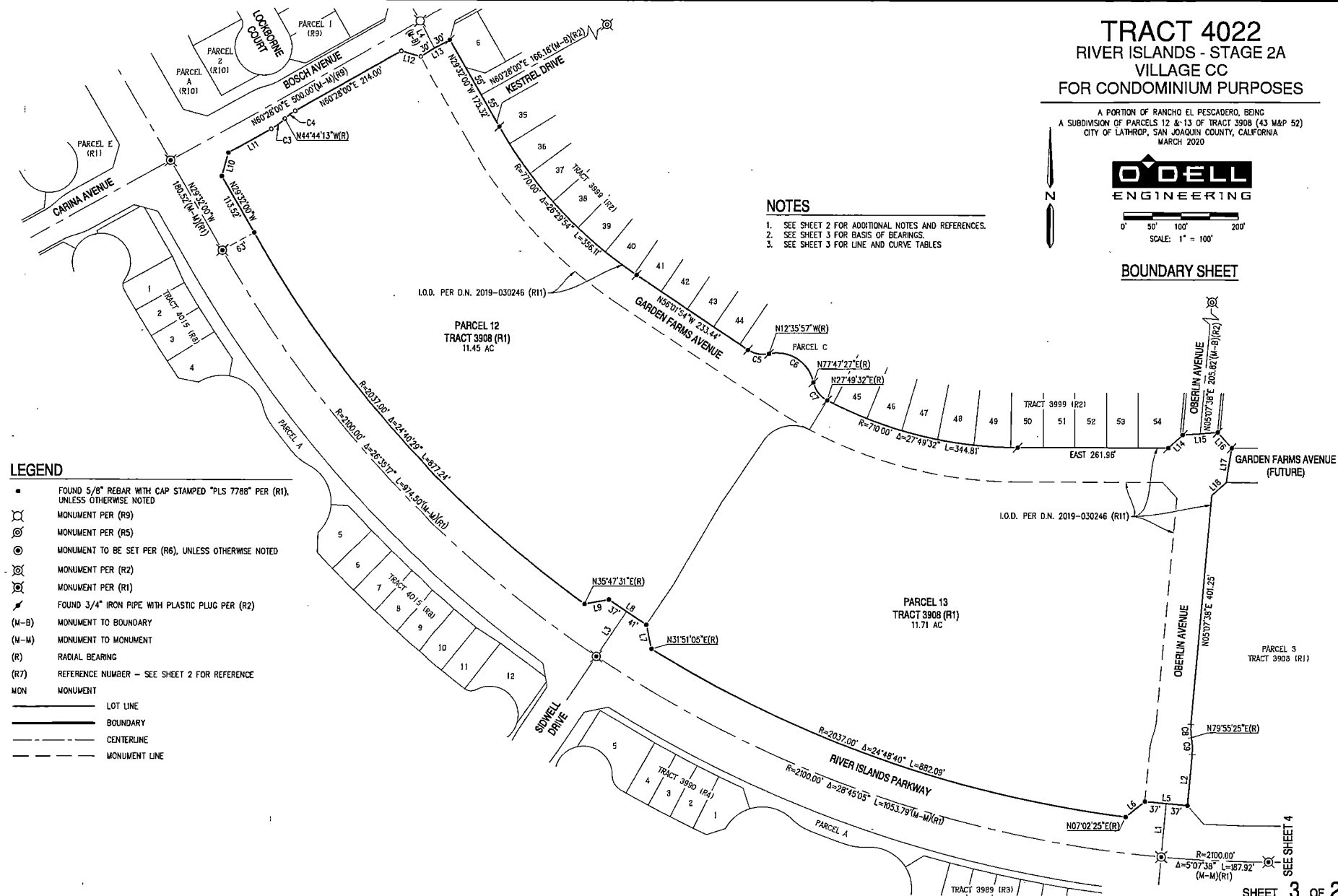


NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS.
3. SEE SHEET 3 FOR LINE AND CURVE TABLES

●	FOUND 5/8" REBAR WITH CAP STAMPED "PLS 7788" PER (R1), UNLESS OTHERWISE NOTED
⊗	MONUMENT PER (R9)
⊙	MONUMENT PER (R5)
◎	MONUMENT TO BE SET PER (R6), UNLESS OTHERWISE NOTED
⊗	MONUMENT PER (R2)
⊗	MONUMENT PER (R1)
⚡	FOUND 3/4" IRON PIPE WITH PLASTIC PLUG PER (R2)
(U-B)	MONUMENT TO BOUNDARY
(U-M)	MONUMENT TO MONUMENT
(R)	RADIAL BEARING
(R7)	REFERENCE NUMBER - SEE SHEET 2 FOR REFERENCE
MON	MONUMENT

- LOT LINE
 BOUNDARY
 CENTERLINE
 MONUMENT LINE



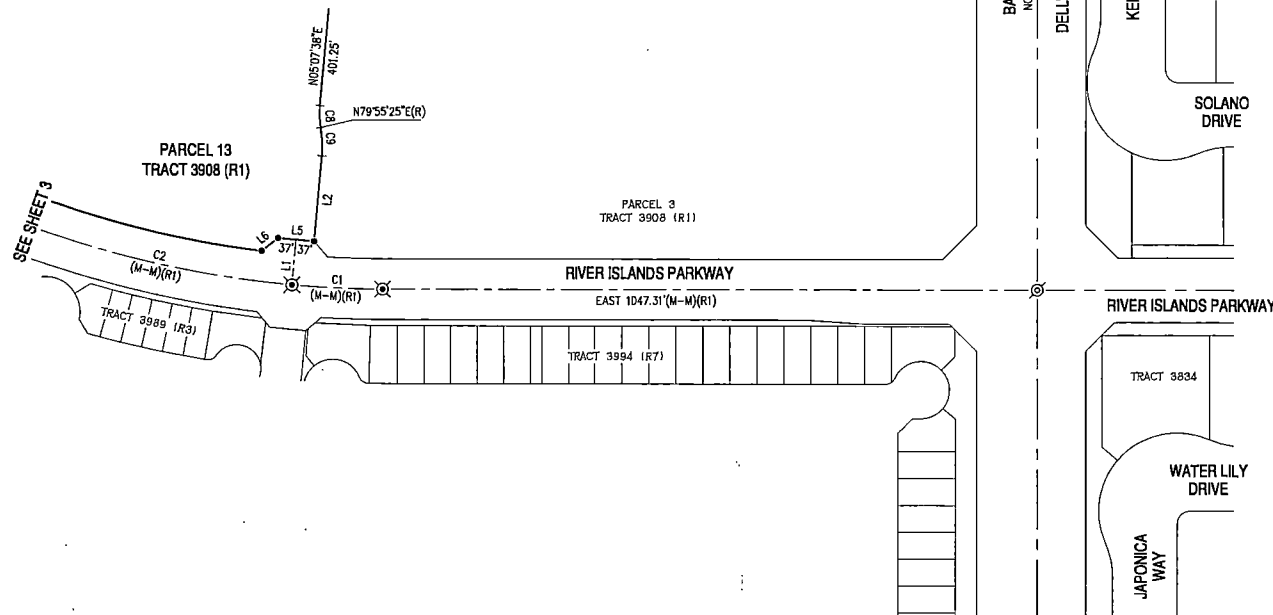
TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

LINE TABLE			LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N50°7'38"E	94.12'	L11	N60°28'00"E	85.55'	C1	2100.00	5°07'38"	187.92'
L2	N50°7'38"E	89.24'	L12	N74°32'00"W	35.36'	C2	2100.00	28°45'05"	1053.79'
L3	N33°52'43"E	94.18'	L13	N60°28'00"E	60.00'	C3	113.00	15°12'13"	29.98'
L4	N29°32'00"W	55.00'	L14	N47°33'49"E	33.74'	C4	87.00	15°12'13"	23.09'
L5	N84°52'22"W	74.00'	L15	N85°47'09"E	60.81'	C5	47.00	46°34'03"	38.20'
L6	N51°05'01"E	43.13'	L16	N42°26'11"W	36.90'	C6	65.00	90°23'24"	102.54'
L7	N12°08'06"W	43.17'	L17	N9°20'29"E	60.81'	C7	47.00	49°57'55"	40.99'
L8	N56°13'20"W	78.00'	L18	N47°33'49"E	33.74'	C8	87.00	15°12'13"	23.09'
L9	N79°50'07"E	43.13'				C9	113.00	15°12'13"	29.98'
L10	N15°28'00"E	42.43'							



NOTES

- SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES.
- SEE SHEET 3 FOR LEGEND.

BASIS OF BEARINGS

THE BEARING OF NORTH BETWEEN FOUND MONUMENTS ALONG DELL'OSSO DRIVE AS SHOWN ON TRACT 3908 (R1), STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020

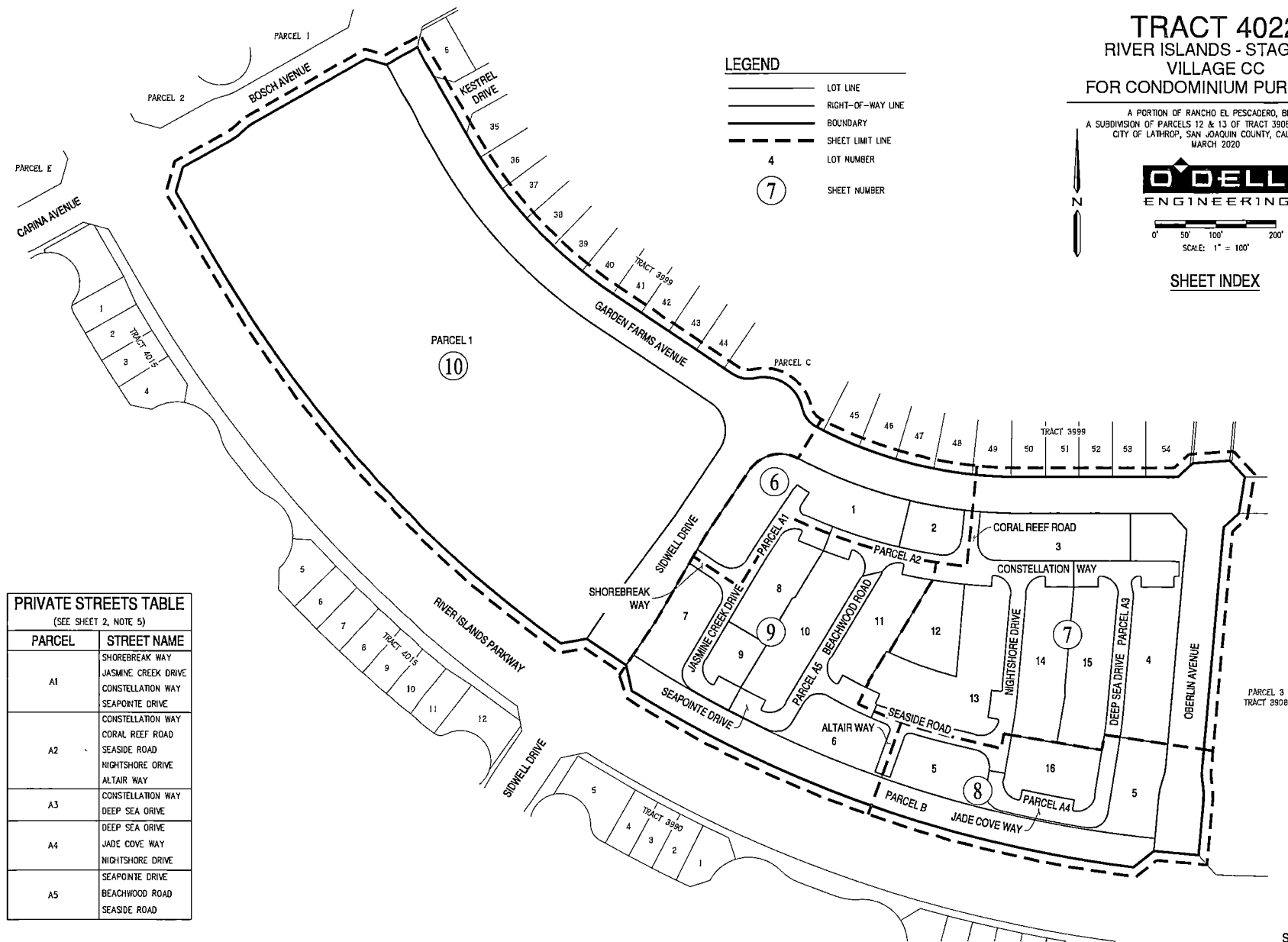
O'DELL
ENGINEERING

0' 50' 100' 200'
SCALE: 1" = 100'

SHEET INDEX

LEGEND

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- SHEET LIMIT LINE
- LOT NUMBER
- SHEET NUMBER



PRIVATE STREETS TABLE
(SEE SHEET 2, NOTE 5)

PARCEL	STREET NAME
A1	SHOREBREAK WAY JASMINE CREEK DRIVE CONSTELLATION WAY SEAPONTE DRIVE
A2	CONSTELLATION WAY CORAL REEF ROAD SEASIDE ROAD NIGHTSHORE DRIVE ALTAR WAY
A3	CONSTELLATION WAY DEEP SEA DRIVE
A4	DEEP SEA DRIVE JADE COVE WAY NIGHTSHORE DRIVE
A5	SEAPONTE DRIVE BEACHWOOD ROAD SEASIDE ROAD

TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020

O'DELL
ENGINEERING

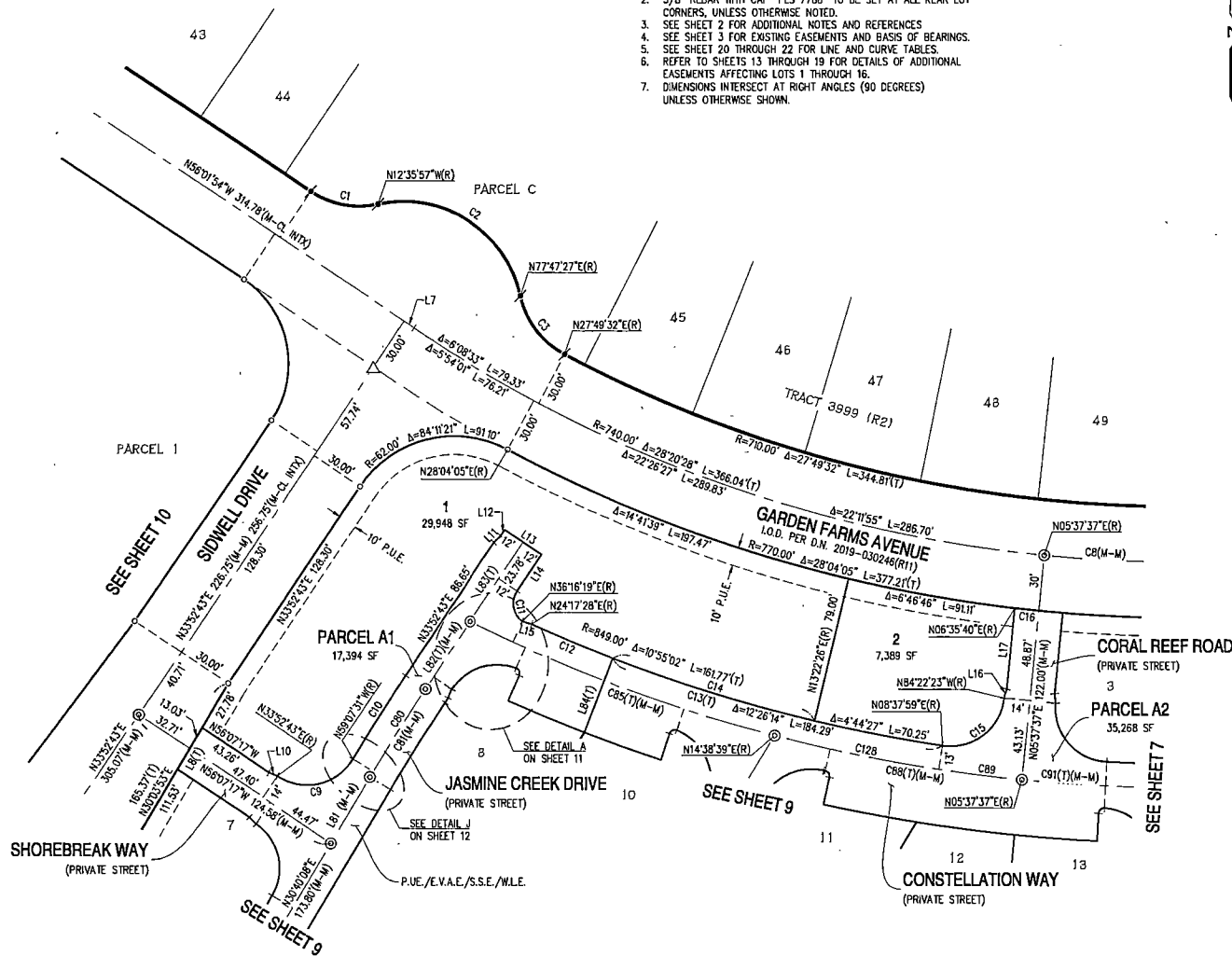
0' 20' 40' 80'
SCALE: 1" = 40'

NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE, LOT LINES, OR AS NOTED
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
4. SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
5. SEE SHEET 20 THROUGH 22 FOR LINE AND CURVE TABLES.
6. REFER TO SHEETS 13 THROUGH 19 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOTS 1 THROUGH 16.
7. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN.

LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ MONUMENT TO BE SET PER (R5)
- ⊗ MONUMENT TO BE SET PER (R2)
- ⊗ MONUMENT PER (R1)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1)
- △ SET 2-1/2" BRASS DISK STAMPED "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.L.E. WATERLINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE
- ⓧ I I INDICATES DETAIL REFERENCE AND SHEET NUMBER FOR ADDITIONAL EASEMENTS. SEE NOTE 6 ON THIS SHEET.



TRACT 4022

RIVER ISLANDS - STAGE 2A

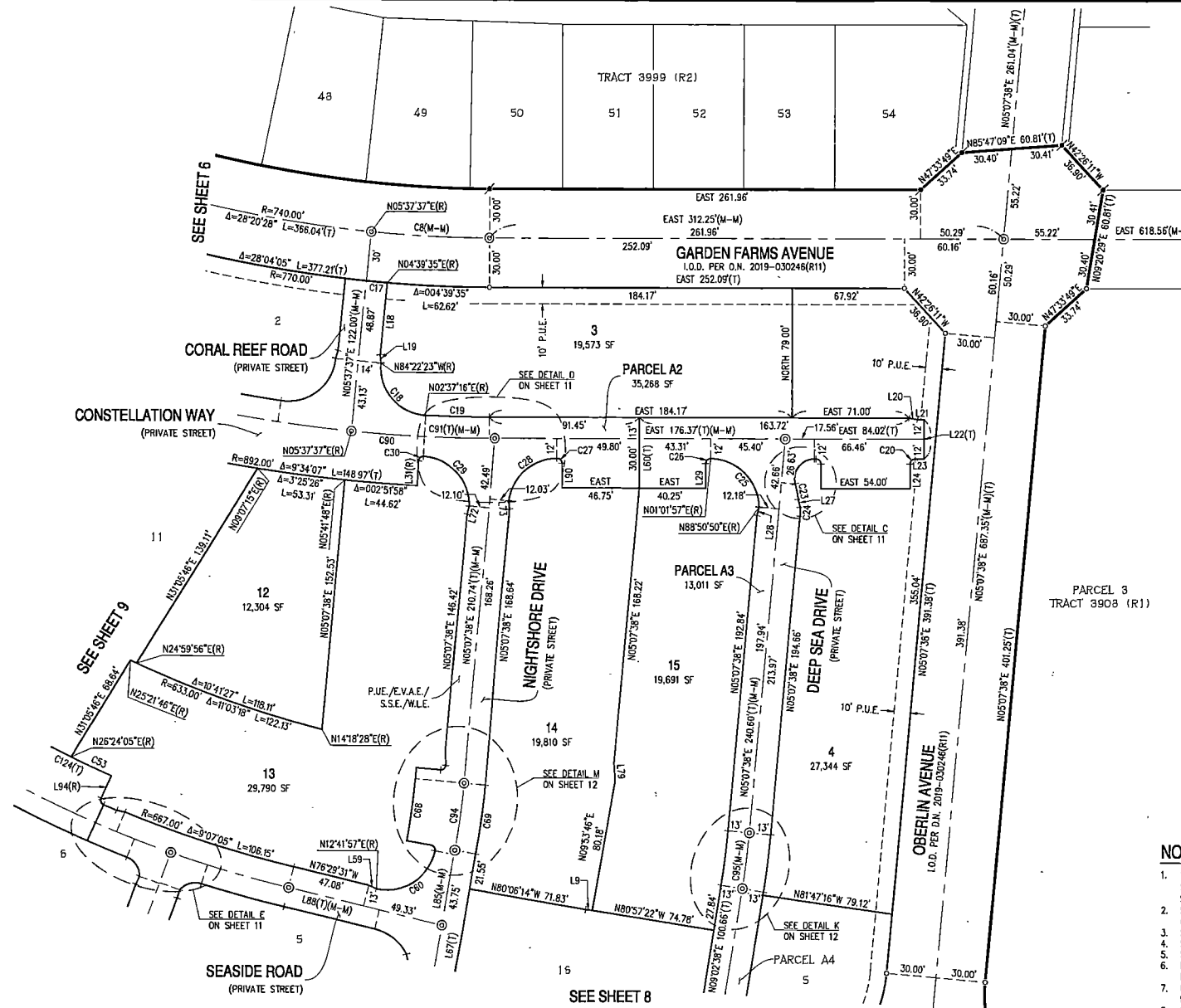
VILLAGE CC

FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



0' 20' 40' 80'
SCALE: 1" = 40'



NOTES

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4. SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
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7. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN.
8. SEE SHEET 6 FOR LEGEND.

SHEET 7 OF 22

TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

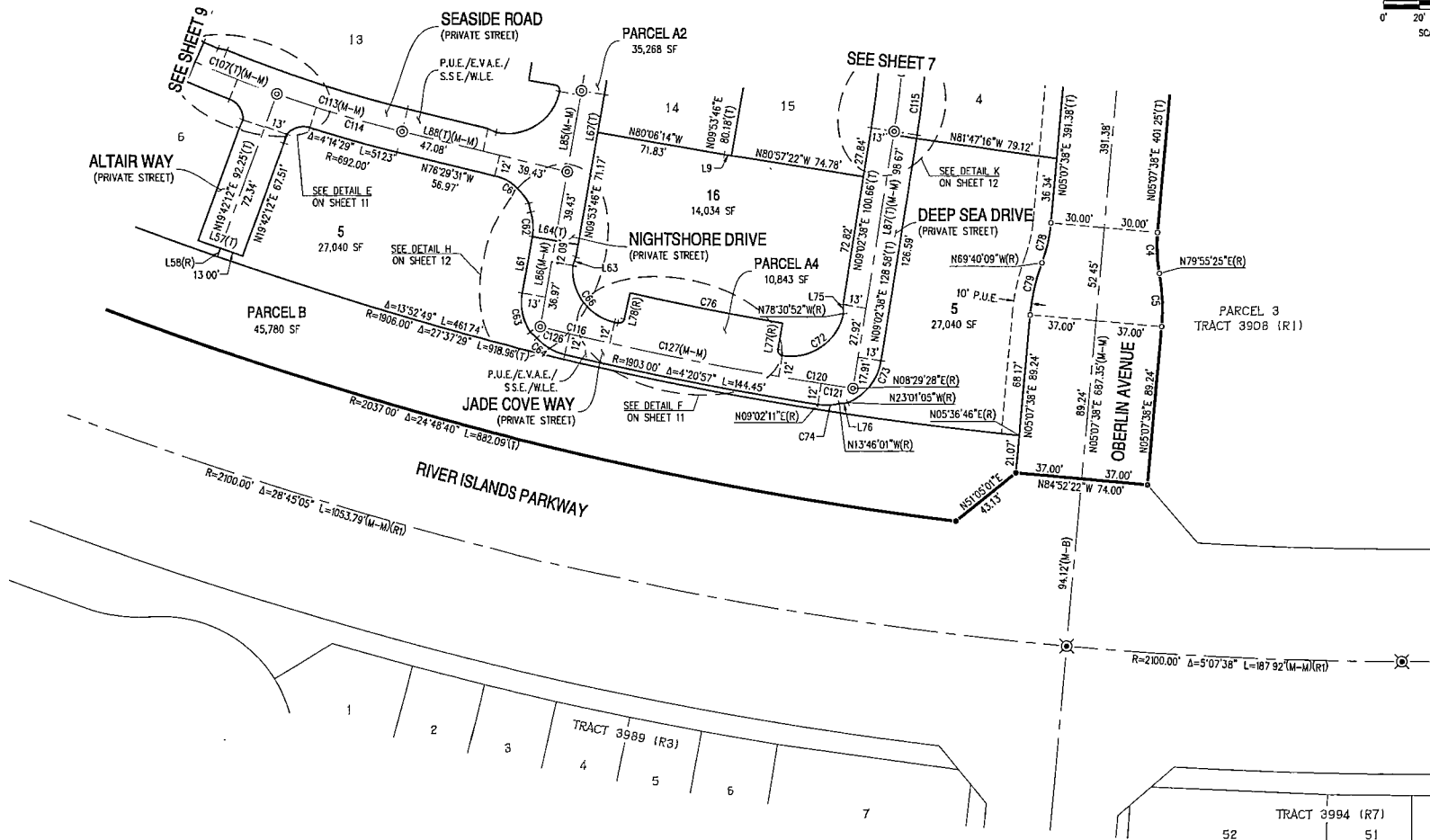
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020

O'DELL
ENGINEERING

0' 20' 40' 60'
SCALE: 1" = 40'

NOTES

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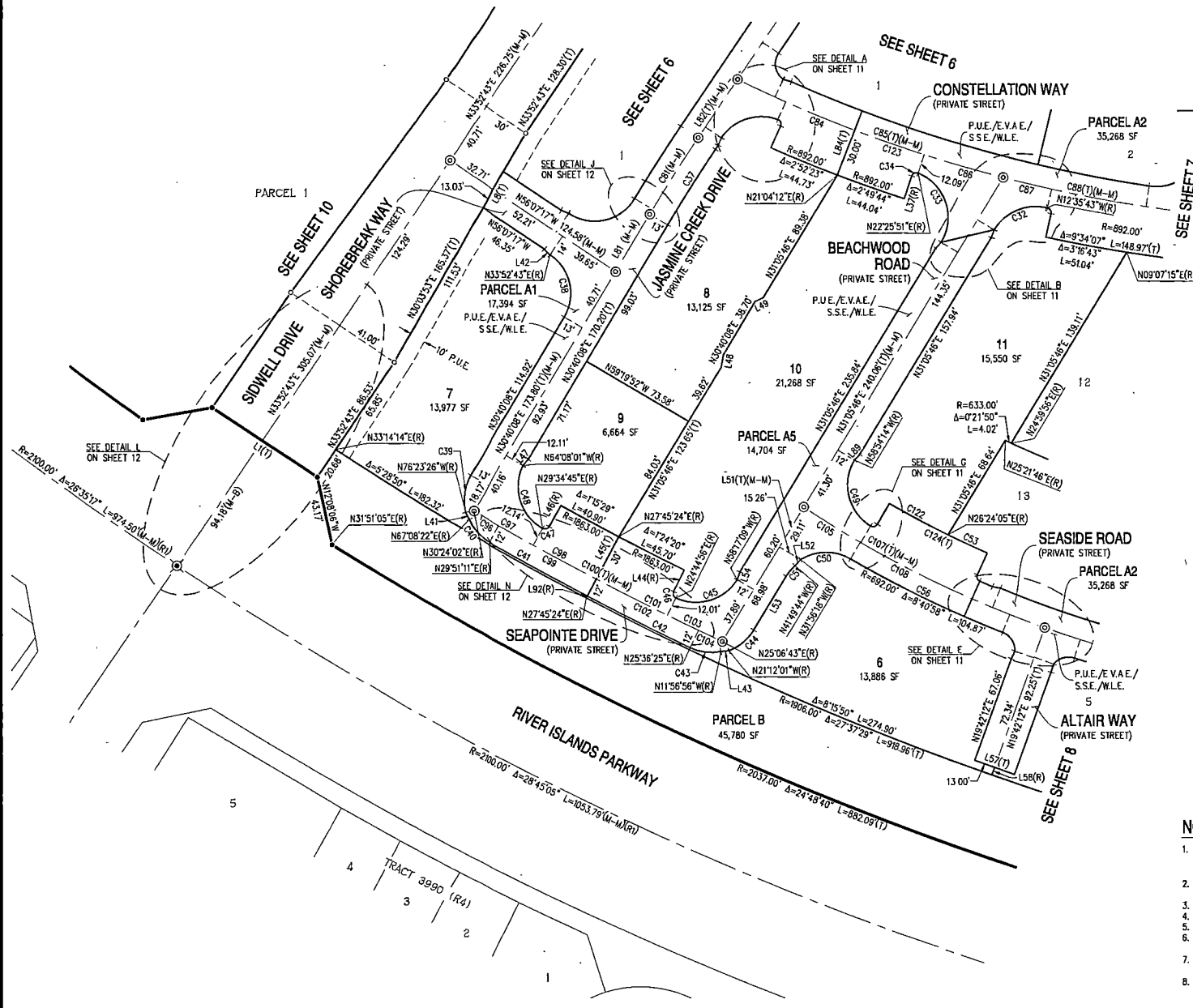


TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020

O'DELL
ENGINEERING

0' 20' 40' 80'
SCALE: 1" = 40'



NOTES

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TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020

O'DELL
ENGINEERING

0' 40' 80' 160'
SCALE: 1" = 80'

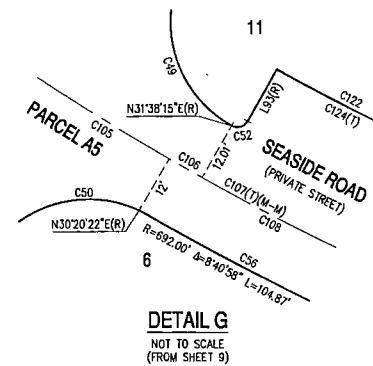
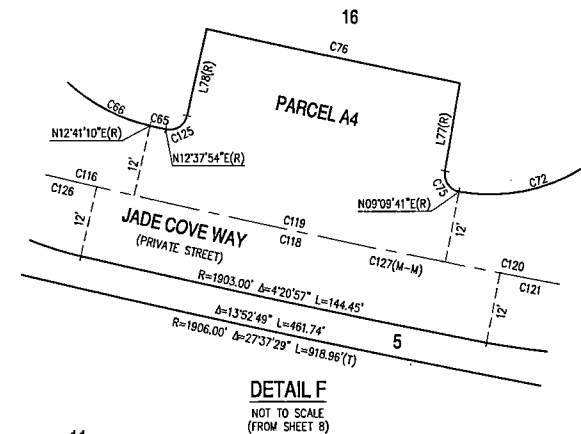
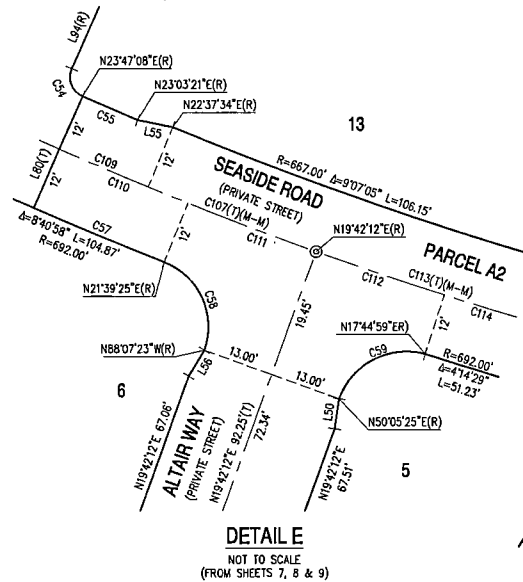
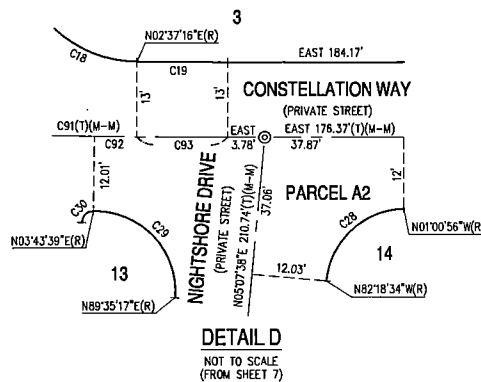
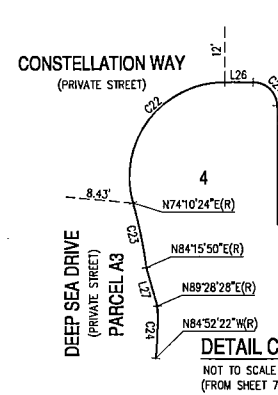
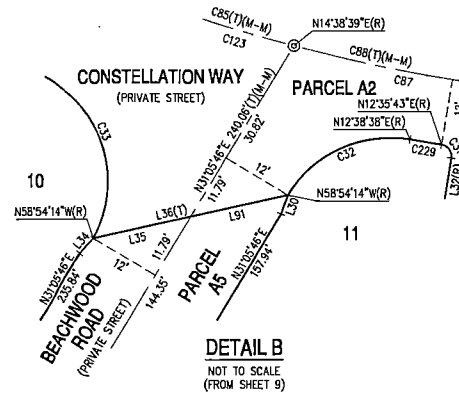
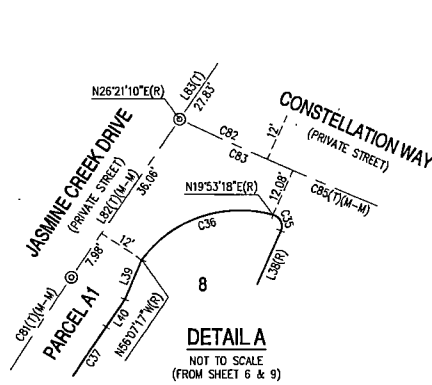
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SHEET 10 OF 22

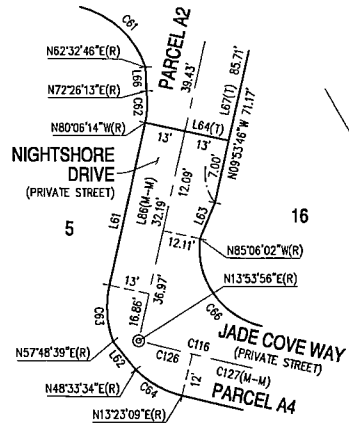
TRACT 4022
RIVER ISLANDS - STAGE 2A
VILLAGE CC
FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 MAP 52)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2020

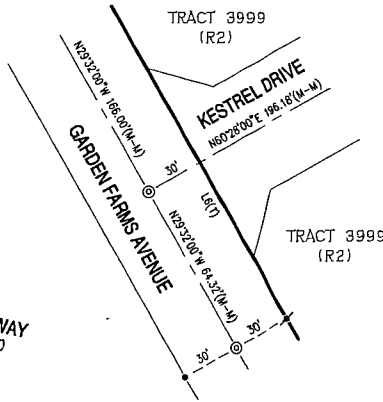


TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

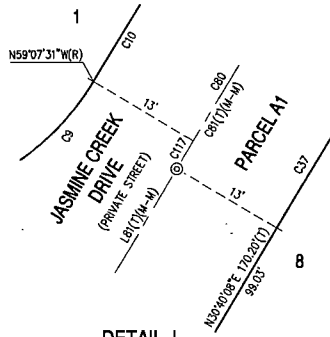
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



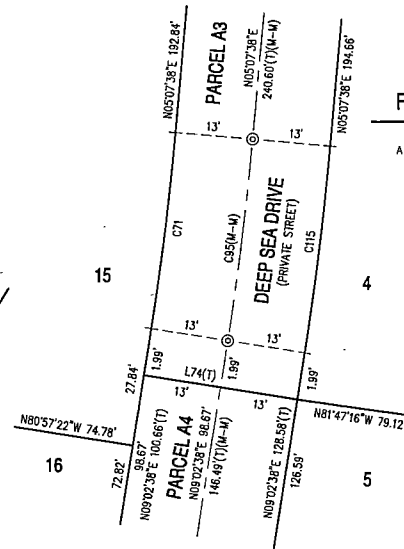
DETAIL H
NOT TO SCALE
(FROM SHEET 8)



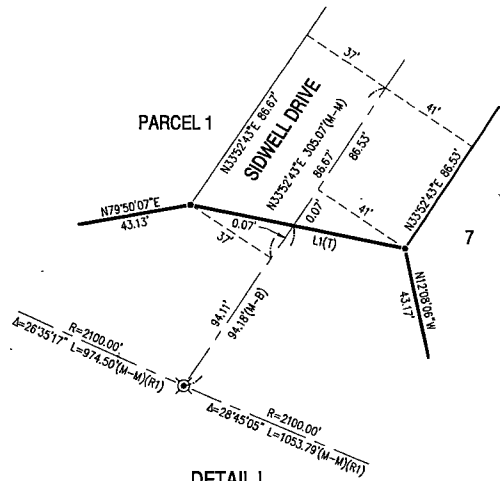
DETAIL I
NOT TO SCALE
(FROM SHEET 10)



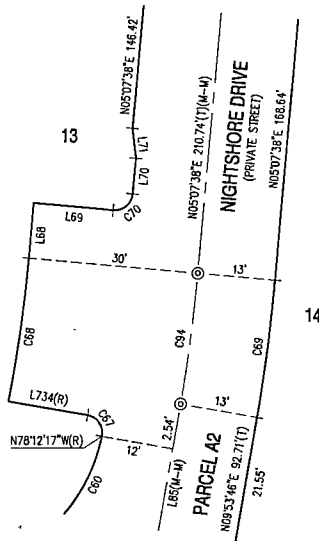
DETAIL J
NOT TO SCALE
(FROM SHEET 6)



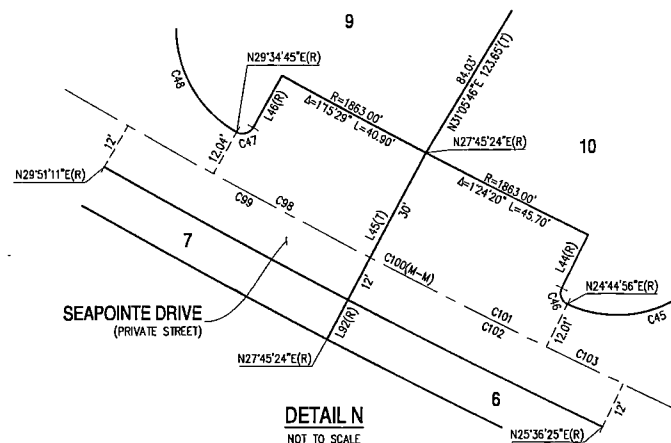
DETAIL K
NOT TO SCALE
(FROM SHEETS 7 & 8)



DETAIL L
NOT TO SCALE
(FROM SHEETS 9 & 10)



DETAIL M
NOT TO SCALE
(FROM SHEET 7)



DETAIL N
NOT TO SCALE
(FROM SHEET 9)

NOTES

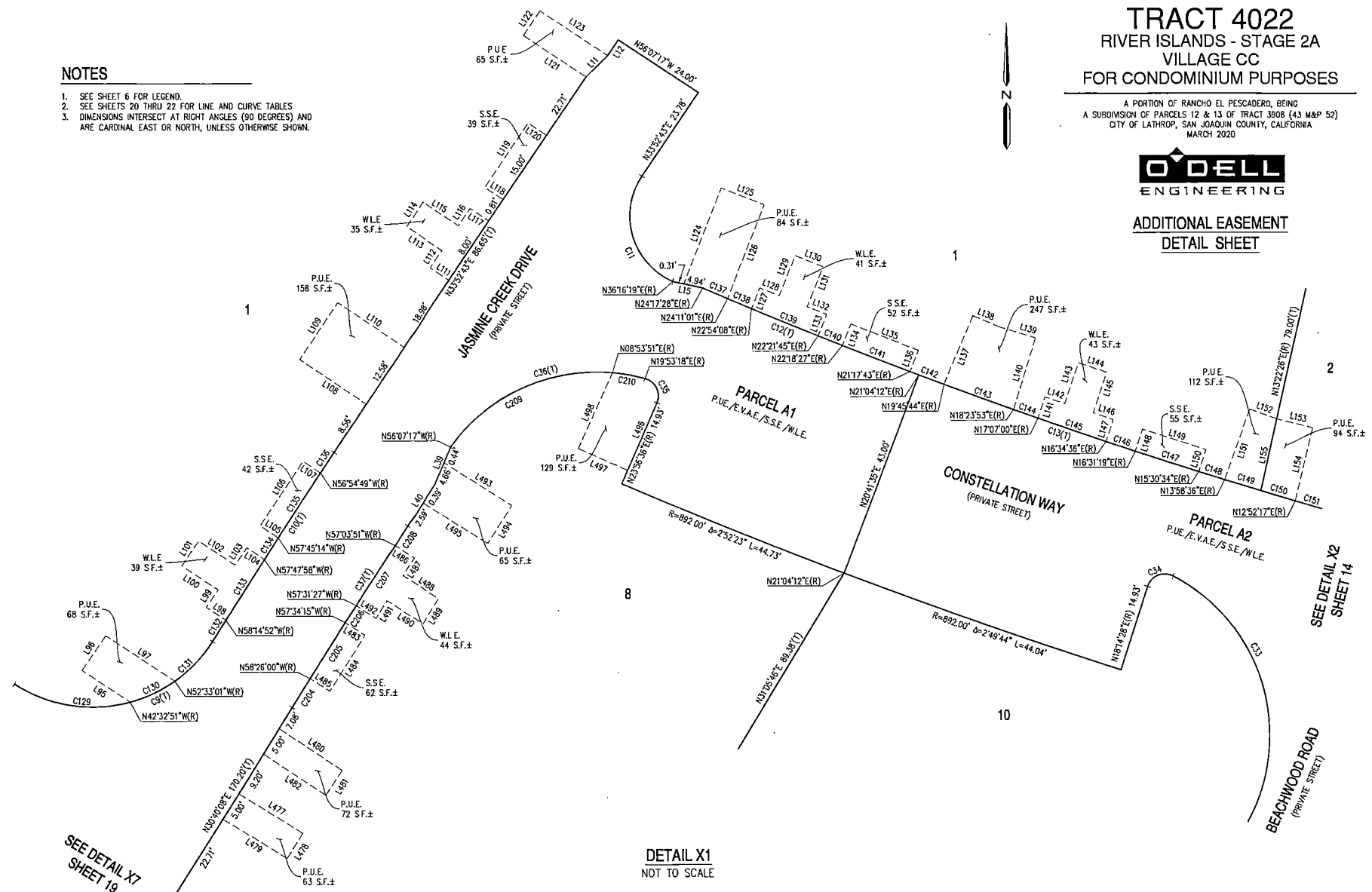
1. SEE SHEET 6 FOR LEGEND.
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3. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) AND ARE CARDINAL EAST OR NORTH, UNLESS OTHERWISE SHOWN.

TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



ADDITIONAL EASEMENT DETAIL SHEET



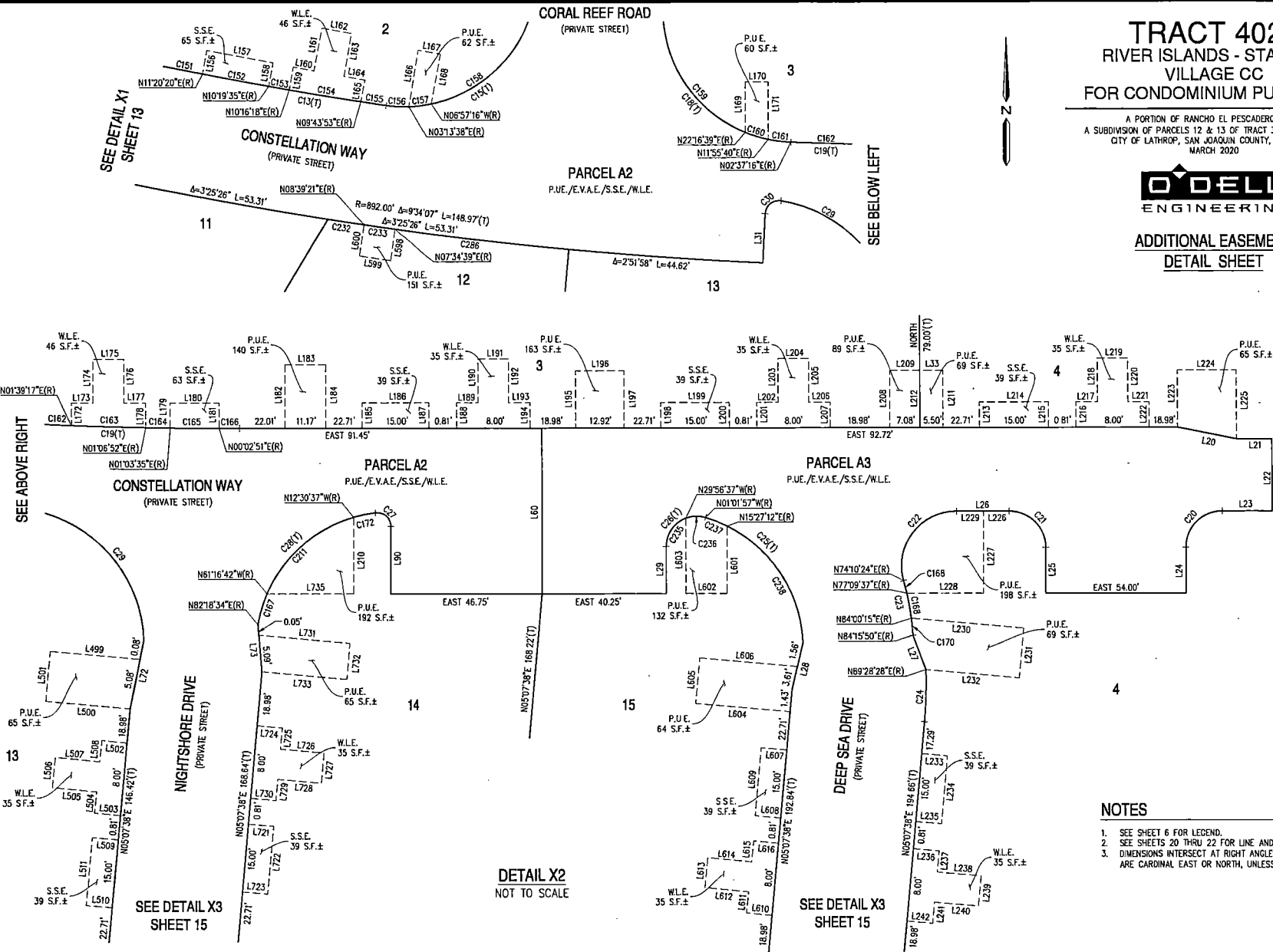
DETAIL X1
NOT TO SCALE

TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



ADDITIONAL EASEMENT DETAIL SHEET



NOTES

1. SEE SHEET 6 FOR LEGEND.
2. SEE SHEETS 20 THRU 22 FOR LINE AND CURVE TABLES.
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TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



ADDITIONAL EASEMENT DETAIL SHEET

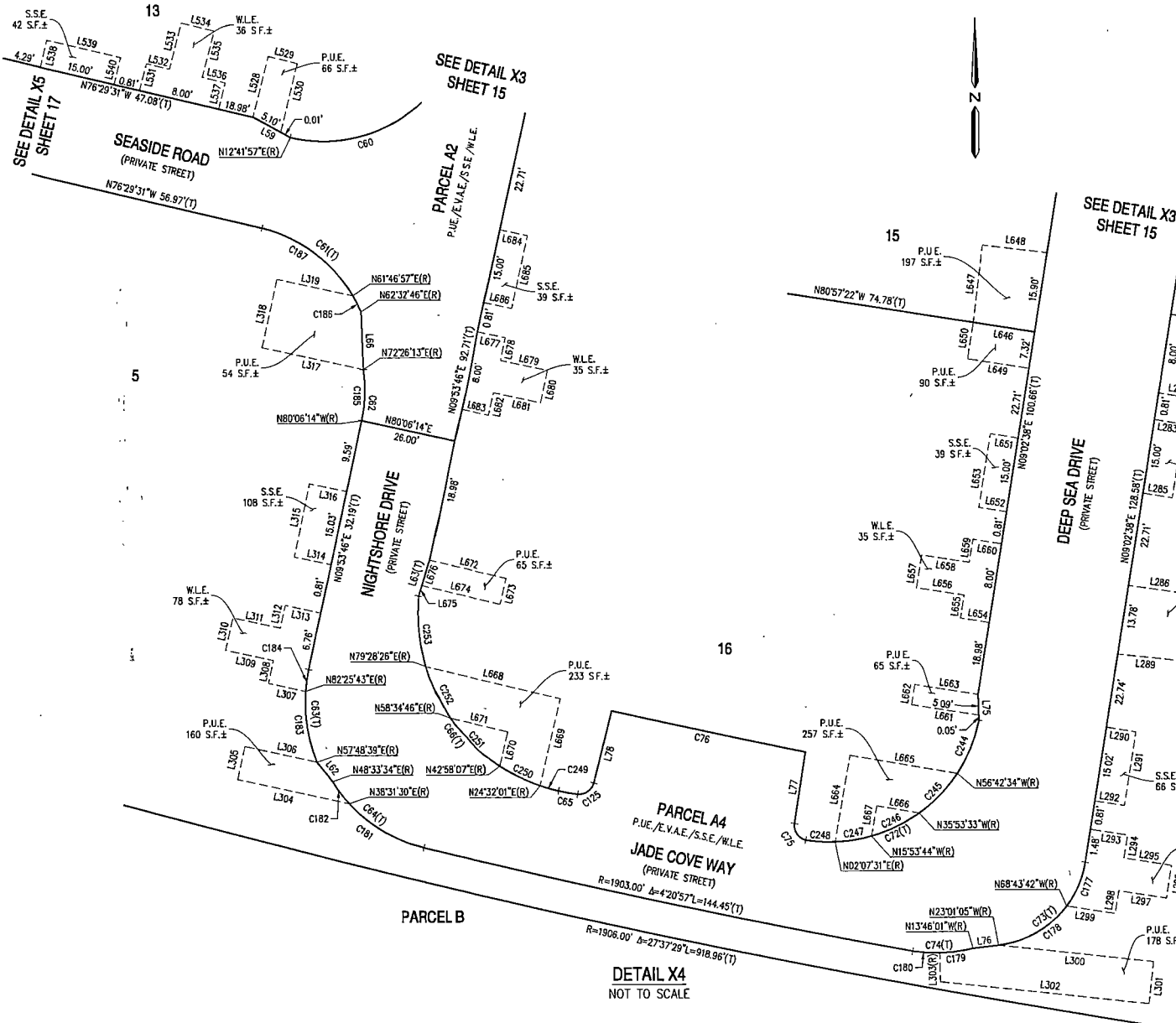
SEE DETAIL X3
SHEET 15

DEEP SEA DRIVE
(PRIVATE STREET)

NOTES

1. SEE SHEET 6 FOR LEGEND.
2. SEE SHEETS 20 THRU 22 FOR UNE AND CURVE TABLES.
3. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) AND ARE CARDINAL EAST OR NORTH, UNLESS OTHERWISE SHOWN.

SHEET 16 OF 22



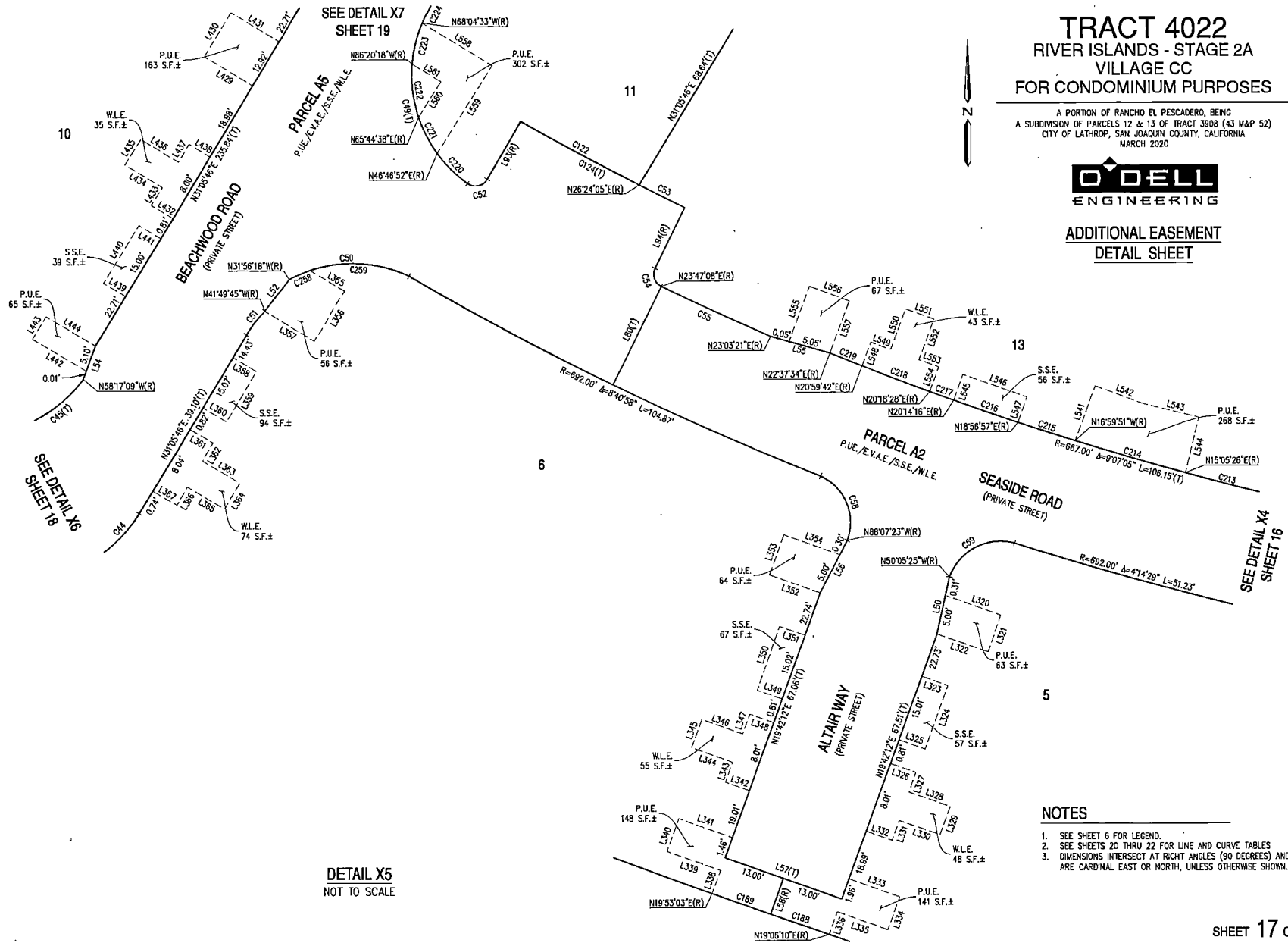
DETAIL X4
NOT TO SCALE

TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



ADDITIONAL EASEMENT DETAIL SHEET



NOTES

1. SEE SHEET 6 FOR LEGEND.
2. SEE SHEETS 20 THRU 22 FOR LINE AND CURVE TABLES
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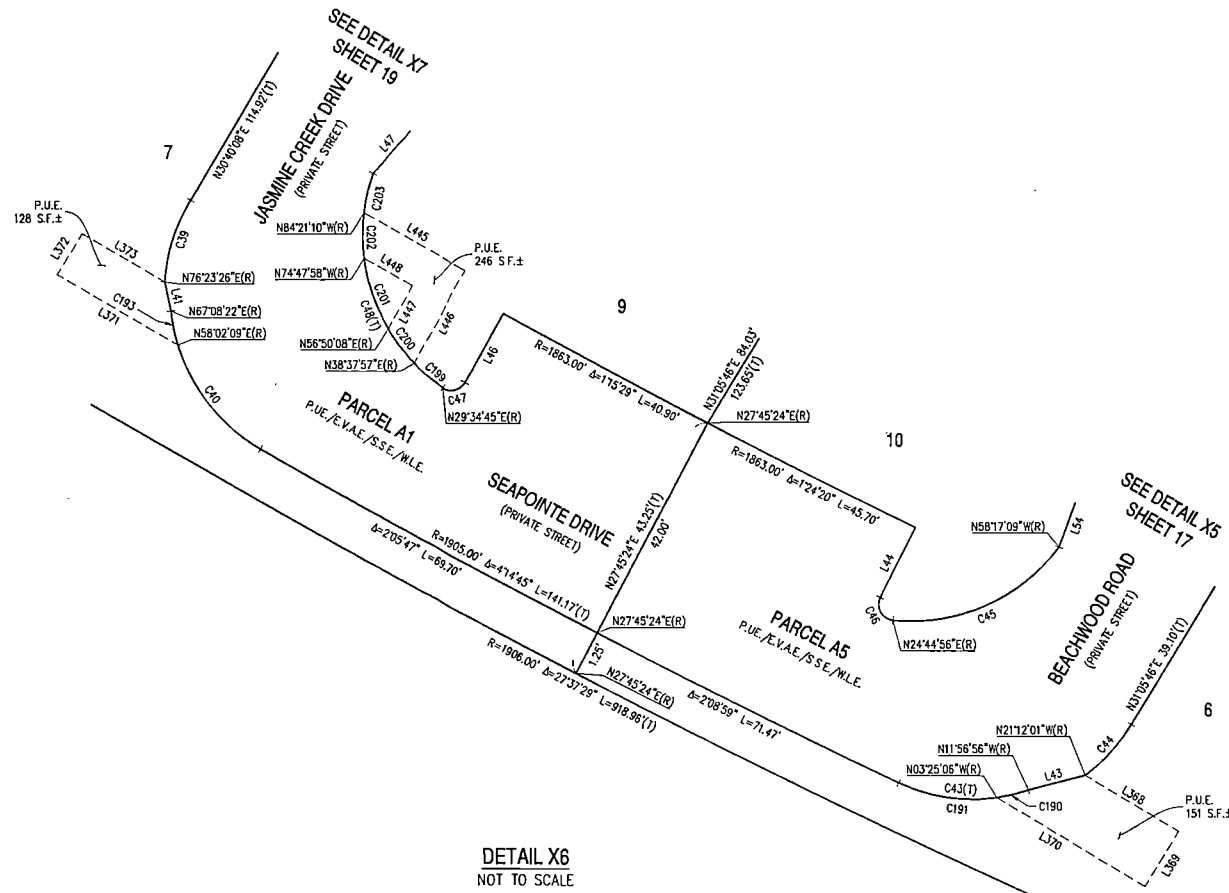
SHEET 17 OF 22

TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 M&P 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



ADDITIONAL EASEMENT DETAIL SHEET



DETAIL X6
NOT TO SCALE

NOTES

1. SEE SHEET 6 FOR LEGEND.
2. SEE SHEETS 20 THRU 22 FOR LINE AND CURVE TABLES.
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TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020

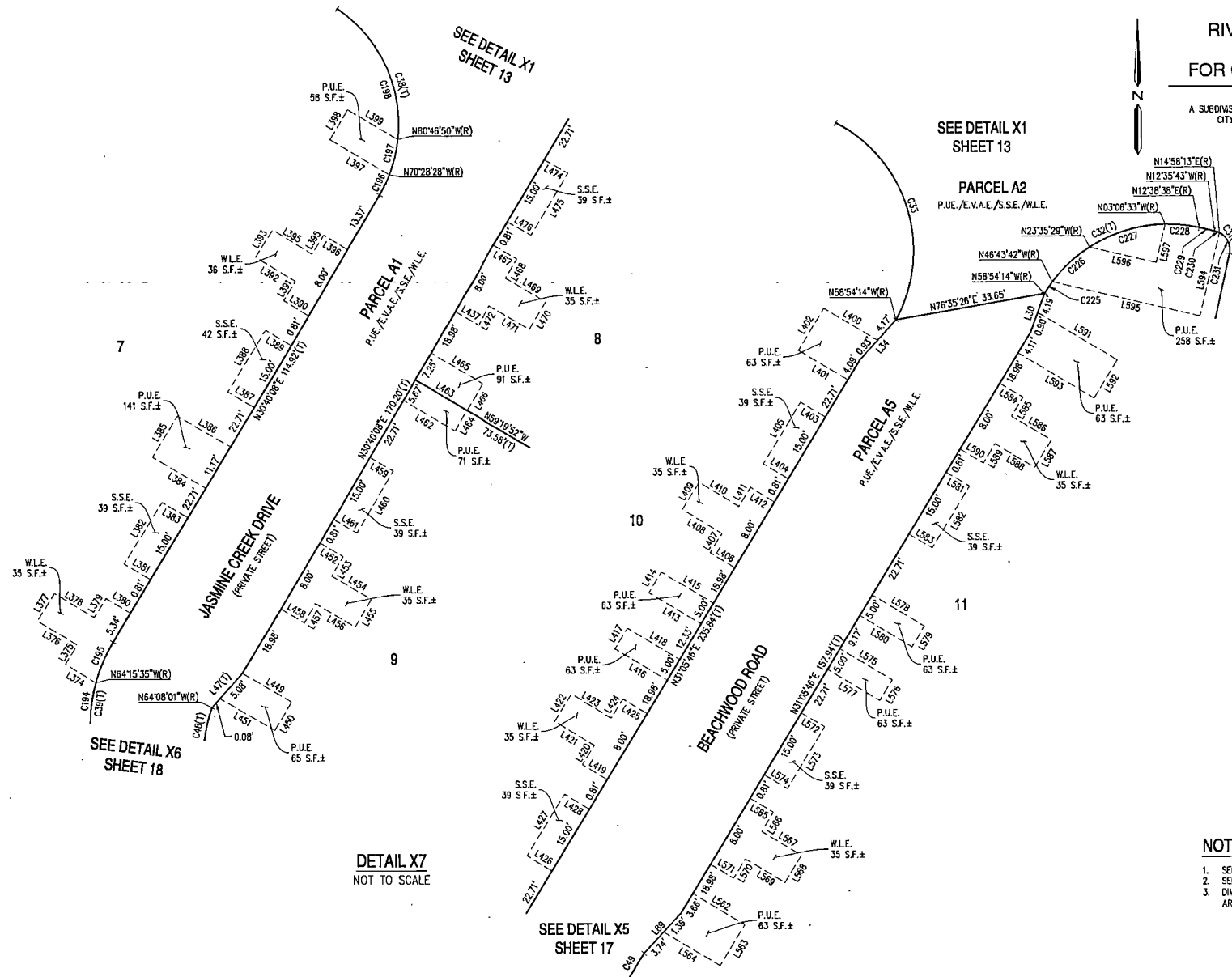
O'DELL
ENGINEERING

ADDITIONAL EASEMENT
DETAIL SHEET

SEE DETAIL X1
SHEET 13

PARCEL A2
P.U.E./E.V.A.E./S.S.E./W.L.E.

PARCEL A5
P.U.E./E.V.A.E./S.S.E./W.L.E.



NOTES

1. SEE SHEET 6 FOR LEGEND.
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LINE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 19 ONLY

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N56°13'20"W	78.00'	L46	N29°00'53"E	15.00'	L91	N76°35'26"E	16.83'	L136	N22°01'16"E	3.41'	L181	NORTH	4.23'	L226	EAST	0.12'	L271	N84°52'22"W	12.10'
L2	N75°50'07"E	43.13'	L47	N40°39'07"E	5.16'	L92	N27°45'24"E	1.25'	L137	N22°01'16"E	12.79'	L182	NORTH	12.58'	L227	NORTH	18.00'	L272	N50°38'E	7.78'
L3	N15°28'00"E	42.43'	L48	N9°24'35"E	7.70'	L93	N30°02'18"E	14.99'	L138	N67°58'44"W	8.59'	L183	EAST	11.17'	L228	EAST	11.73'	L273	N81°47'16"W	12.58'
L4	N74°32'00"W	35.36'	L49	N64°28'34"E	5.70'	L94	N24°02'39"E	14.99'	L139	N74°00'46"W	10.29'	L184	NORTH	12.58'	L229	EAST	0.88'	L274	N81°47'16"W	7.25'
L5	N60°28'00"E	60.00'	L50	N16°52'44"E	5.31'	L95	N56°07'17"W	13.22'	L140	N15°59'14"E	12.91'	L185	NORTH	2.58'	L230	N84°52'22"W	14.60'	L275	N81°47'16"W	12.69'
L6	N29°32'00"W	175.32'	L51	N31°05'46"E	98.09'	L96	N33°52'43"E	5.00'	L141	N15°59'14"E	3.50'	L186	EAST	15.00'	L231	N50°38'E	5.00'	L276	N81°47'16"W	2.96'
L7	N56°01'54"W	6.61'	L52	N42°02'01"E	5.18'	L97	N56°07'17"W	13.97'	L142	N74°00'46"W	2.00'	L187	NORTH	2.58'	L232	N84°52'22"W	12.85'	L277	N81°47'16"W	2.00'
L8	N30°03'53"E	26.06'	L53	N31°05'46"E	39.10'	L98	N56°07'17"W	3.29'	L143	N15°59'14"E	2.80'	L188	NORTH	2.58'	L233	N84°52'22"W	2.58'	L278	N81°47'16"W	2.80'
L9	N81°07'21"W	4.00'	L54	N19°49'44"E	5.11'	L99	N33°52'43"E	2.00'	L144	N74°00'46"W	5.00'	L189	EAST	1.00'	L234	N50°38'E	15.00'	L279	N81°47'16"W	5.00'
L10	N67°25'52"W	5.10'	L55	N78°27'38"W	5.10'	L100	N56°07'17"W	2.80'	L145	N15°59'14"E	2.80'	L190	NORTH	2.80'	L235	N84°52'22"W	2.58'	L280	N81°47'16"W	2.80'
L11	N45°11'19"E	5.10'	L56	N24°17'40"E	5.30'	L101	N33°52'43"E	5.00'	L146	N74°00'46"W	1.00'	L191	EAST	5.00'	L236	N84°52'22"W	2.58'	L281	N81°47'16"E	1.00'
L12	N33°52'43"E	4.00'	L57	N70°17'48"W	26.00'	L102	N56°07'17"W	2.80'	L147	N15°59'14"E	3.62'	L192	NORTH	2.80'	L237	N50°38'E	1.00'	L282	N81°47'16"W	3.08'
L13	N56°07'17"W	24.00'	L58	N19°29'35"E	5.00'	L103	N33°52'43"E	1.00'	L148	N15°59'14"E	3.63'	L193	EAST	2.00'	L238	N84°52'22"W	2.80'	L283	N81°47'16"W	3.09'
L14	N33°52'43"E	23.78'	L59	N65°14'45"W	5.11'	L104	N56°07'17"W	3.02'	L149	N74°00'46"W	15.00'	L194	NORTH	2.58'	L239	N50°38'E	5.00'	L284	N81°47'16"E	15.00'
L15	N73°44'38"W	5.25'	L60	NORTH	43.00'	L105	N56°07'17"W	3.00'	L150	N15°59'14"E	3.63'	L195	NORTH	12.58'	L240	N84°52'22"W	2.80'	L285	N81°47'16"W	3.31'
L16	N16°56'13"E	5.10'	L61	N9°53'46"E	32.19'	L106	N33°52'43"E	15.00'	L151	N15°59'14"E	13.14'	L196	EAST	12.92'	L241	N50°38'E	2.00'	L286	N81°47'16"W	12.42'
L17	N5°37'37"E	43.98'	L62	N48°16'08"W	5.02'	L107	N56°07'17"W	2.68'	L152	N74°00'46"W	8.34'	L197	NORTH	12.58'	L242	N84°52'22"W	2.58'	L287	N81°47'16"E	6.58'
L18	N5°37'37"E	43.98'	L63	N19°46'41"E	5.16'	L108	N56°07'17"W	12.58'	L153	N78°09'20"W	7.10'	L198	NORTH	2.58'	L243	N84°52'22"W	12.58'	L288	N6°08'21"E	6.74'
L19	N5°40'58"W	5.10'	L64	N80°06'14"W	26.00'	L109	N33°52'43"E	12.58'	L154	N11°50'40"E	12.95'	L199	EAST	15.00'	L244	N50°38'E	12.58'	L289	N83°51'39"W	12.87'
L20	N78°41'24"W	5.10'	L65	N29°32'00"W	166.00'	L110	N56°07'17"W	12.58'	L155	N13°22'26"E	12.79'	L200	NORTH	2.58'	L245	N84°52'22"W	12.58'	L290	N83°51'39"W	4.02'
L21	EAST	4.00'	L66	N11°25'33"W	5.18'	L111	N56°07'17"W	2.58'	L156	N11°50'40"E	4.46'	L201	NORTH	2.58'	L246	N84°52'22"W	2.58'	L291	N6°08'21"E	15.00'
L22	NORTH	24.00'	L67	N9°53'46"E	92.71'	L112	N33°52'43"E	2.00'	L157	N78°09'20"W	15.00'	L202	EAST	1.00'	L247	N50°38'E	15.00'	L292	N83°51'39"W	4.78'
L23	EAST	5.46'	L68	N5°07'38"E	6.76'	L113	N56°07'17"W	2.80'	L158	N11°50'40"E	4.20'	L203	NORTH	2.80'	L248	N84°52'22"W	2.58'	L293	N83°51'39"W	4.83'
L24	NORTH	15.00'	L69	N84°52'22"W	15.00'	L114	N33°52'43"E	5.00'	L159	N11°50'40"E	4.17'	L204	EAST	5.00'	L249	N84°52'22"W	2.58'	L294	N6°08'21"E	1.00'
L25	NORTH	15.00'	L70	N50°38'E	2.00'	L115	N56°07'17"W	2.80'	L160	N78°09'20"W	1.00'	L205	NORTH	2.80'	L250	N50°38'E	1.00'	L295	N83°51'39"W	2.80'
L26	EAST	1.00'	L71	N6°10'58"W	5.10'	L116	N33°52'43"E	1.00'	L161	N11°50'40"E	2.80'	L206	EAST	2.00'	L251	N84°52'22"W	2.80'	L296	N6°08'21"E	5.00'
L27	N14°31'49"W	5.05'	L72	N15°09'17"E	5.16'	L117	N56°07'17"W	2.58'	L162	N78°09'20"W	5.00'	L207	NORTH	2.58'	L252	N50°38'E	5.00'	L297	N83°51'39"W	2.80'
L28	N14°15'00"E	5.17'	L73	N5°45'24"W	5.14'	L118	N56°07'17"W	2.58'	L163	N11°50'40"E	2.80'	L208	NORTH	12.58'	L253	N84°52'22"W	2.80'	L298	N6°08'21"E	2.00'
L29	NORTH	15.00'	L74	N80°57'22"W	26.00'	L119	N33°52'43"E	15.00'	L164	N78°09'20"W	2.00'	L209	EAST	7.08'	L254	N50°38'E	2.00'	L299	N83°51'39"W	5.94'
L30	N19°47'10"E	5.10'	L75	N1°52'30"W	5.14'	L120	N56°07'17"W	2.58'	L165	N11°50'40"E	3.92'	L210	NORTH	14.87'	L255	N84°52'22"W	2.58'	L300	N83°51'39"W	30.76'
L31	N2°49'51"E	15.00'	L76	N83°03'41"E	5.02'	L121	N56°07'17"W	12.58'	L166	N11°50'40"E	12.88'	L211	NORTH	12.58'	L256	N84°52'22"W	12.58'	L301	N6°08'21"E	5.00'
L32	N12°23'57"E	15.01'	L77	N9°51'46"E	15.00'	L122	N33°52'43"E	5.00'	L167	N78°09'20"W	5.00'	L212	NORTH	12.58'	L257	N50°38'E	5.00'	L302	N83°51'39"W	35.76'
L33	EAST	5.50'	L78	N12°32'24"E	15.00'	L123	N56°07'17"W	13.58'	L168	N11°50'40"E	11.66'	L213	NORTH	2.58'	L258	N84°52'22"W	12.58'	L303	N11°20'48"W	3.63'
L34	N42°24'21"E	5.10'	L79	N3°55'37"W	10.73'	L124	N22°01'16"E	13.31'	L169	NORTH	11.20'	L214	EAST	15.00'	L259	N84°52'22"W	12.58'	L304	N76°29'31"W	36.43'
L35	N76°35'26"E	16.83'	L80	N23°47'08"E	24.00'	L125	N67°58'44"W	6.50'	L170	EAST	5.00'	L215	NORTH	2.58'	L260	N50°38'E	5.00'	L305	N13°30'29"E	5.00'
L36	N76°35'26"E	33.65'	L81	N30°40'08"E	41.64'	L126	N22°01'16"E	12.87'	L171	NORTH	12.74'	L216	NORTH	2.58'	L261	N84°52'22"W	12.58'	L306	N76°29'31"W	27.47'
L37	N18°14'28"E	14.93'	L82	N33°52'43"E	44.04'	L127	N22°01'16"E	3.38'	L172	NORTH	3.87'	L217	EAST	1.00'	L262	N84°52'22"W	2.58'	L307	N76°29'31"W	8.29'
L38	N23°56'36"E	14.93'	L83	N33°52'43"E	51.61'	L128	N67°58'44"W	2.00'	L173	EAST	2.00'	L218	NORTH	2.80'	L263	N50°38'E	15.00'	L308	N13°30'29"E	2.00'
L39	N22°34'08"E	2.98'	L84	N21°04'12"E	43.00'	L129	N22°01'16"E	2.80'	L174	NORTH	2.80'	L219	EAST	5.00'	L264	N84°52'22"W	2.59'	L309	N76°29'31"W	2.80'
L40	N33°52'43"E	5.10'	L85	N33°52'43"E	46.28'	L130	N67°58'44"W	5.00'	L175	EAST	5.00'	L220	NORTH	2.80'	L265	N50°38'E	1.00'	L310	N13°30'29"E	5.00'
L41	N29°41'20"W	5.02'	L86	N9°53'46"E	88.48'	L131	N22°01'16"E	2.80'	L176	NORTH	2.80'	L221	EAST	2.00'	L266	N84°52'22"W	2.80'	L311	N76°29'31"W	2.80'
L42	N44°48'41"W	5.10'	L87	N9°02'39"E	146.49'	L132	N67°58'44"W	1.00'	L177	EAST	1.00'	L222	NORTH	2.58'	L267	N50°38'E	5.00'	L312	N13°30'29"E	1.00'
L43	N84°52'46"E	5.02'	L88	N76°29'31"W	96.41'	L133	N22°01'16"E	3.46'	L178	NORTH	4.07'	L223	NORTH	12.58'	L268	N84°52'22"W	2.80'	L313	N76°29'31"W	7.76'
L44	N26°21'04"E	14.99'	L89	N42°24'21"E	5.10'	L134	N22°01'16"E	3.47'	L179	NORTH	4.08'	L224	EAST	5.00'	L269	N50°38'E	2.00'	L314	N76°29'31"W	7.70'
L45	N27°45'24"E	42.00'	L90	NORTH	15.00'	L135	N67°58'44"W	15.00'	L180	EAST	15.00'	L225	NORTH	13.58'	L270	N84°52'22"W	2.70'	L315	N13°30'29"E	15.00'

LINE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 19 ONLY

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L361	N64°29'34"W	7.05'	L406	N58°54'14"W	2.58'	L451	N59°19'52"W	13.46'	L496	N23°56'36"E	11.93'	L541	N19°53'21"E	12.85'	L586	N58°54'14"W	2.80'	L631	N50°7'38"E	5.00'	L676	N19°46'41"E	5.08'
L362	N25°30'26"E	1.00'	L407	N31°05'46"E	2.00'	L452	N59°19'52"W	2.58'	L497	N65°37'14"W	8.98'	L542	N70°06'39"W	11.03'	L587	N31°05'46"E	5.00'	L632	N84°52'22"W	12.58'	L677	N80°06'14"W	2.58'
L363	N64°29'34"W	2.80'	L408	N58°54'14"W	2.80'	L453	N30°40'08"E	1.00'	L498	N24°22'46"E	13.90'	L543	N76°29'31"W	9.79'	L588	N58°54'14"W	2.80'	L633	N83°04'52"W	12.75'	L678	N9°53'46"E	1.00'
L364	N25°30'26"E	5.00'	L409	N31°05'46"E	5.00'	L454	N59°19'52"W	2.80'	L499	N84°52'22"W	13.47'	L544	N13°30'29"E	12.52'	L589	N31°05'46"E	1.00'	L634	N6°55'08"E	5.00'	L679	N80°06'14"W	2.80'
L365	N64°29'34"W	2.80'	L410	N58°54'14"W	2.80'	L455	N30°40'08"E	5.00'	L500	N84°52'22"W	12.58'	L545	N19°53'21"E	3.72'	L590	N58°54'14"W	2.58'	L635	N83°04'52"W	12.59'	L680	N9°53'46"E	5.00'
L366	N25°30'26"E	2.00'	L411	N31°05'46"E	1.00'	L456	N59°19'52"W	2.80'	L501	N50°7'38"E	5.00'	L546	N70°06'39"W	15.00'	L591	N58°54'14"W	12.76'	L636	N83°04'52"W	3.62'	L681	N80°06'14"W	2.80'
L367	N64°29'34"W	7.84'	L412	N58°54'14"W	2.58'	L457	N30°40'08"E	2.00'	L502	N84°46'58"W	2.58'	L547	N19°53'21"E	3.64'	L592	N31°05'46"E	5.00'	L637	N6°55'08"E	15.00'	L682	N9°53'46"E	2.00'
L368	N64°29'34"W	26.20'	L413	N58°54'14"W	12.58'	L458	N59°19'52"W	2.58'	L503	N84°52'22"W	2.58'	L548	N19°53'21"E	3.61'	L593	N58°54'14"W	12.58'	L638	N83°04'52"W	3.46'	L683	N80°06'14"W	2.58'
L369	N25°30'26"E	5.00'	L414	N31°05'46"E	5.00'	L459	N59°19'52"W	2.58'	L504	N50°7'38"E	1.00'	L549	N70°06'39"W	2.00'	L594	N13°15'23"E	15.00'	L639	N83°04'52"W	3.50'	L684	N80°06'14"W	2.58'
L370	N64°29'34"W	34.25'	L415	N58°54'14"W	12.58'	L460	N30°40'08"E	15.00'	L505	N84°52'22"W	2.80'	L550	N19°53'21"E	2.80'	L595	N76°44'37"W	26.52'	L640	N6°55'08"E	2.00'	L685	N9°53'46"E	15.00'
L371	N59°19'52"W	29.79'	L416	N58°54'14"W	12.58'	L461	N59°19'52"W	2.58'	L506	N50°7'38"E	5.00'	L551	N70°06'39"W	5.00'	L596	N76°44'37"W	9.54'	L641	N83°04'52"W	2.80'	L686	N80°06'14"W	2.58'
L372	N30°40'08"E	5.00'	L417	N31°05'46"E	5.00'	L462	N59°19'52"W	12.58'	L507	N84°52'22"W	2.80'	L552	N19°53'21"E	2.80'	L597	N13°15'23"E	4.78'	L642	N6°55'08"E	5.00'	L687	N9°53'46"E	5.67'
L373	N59°19'52"W	21.39'	L418	N58°54'14"W	12.58'	L463	N59°19'52"W	12.58'	L508	N50°7'38"E	2.00'	L553	N70°06'39"W	1.00'	L598	N7°34'39"E	9.00'	L643	N83°04'52"W	2.80'	L688	N80°06'14"W	12.58'
L374	N59°19'52"W	2.70'	L419	N58°54'14"W	2.58'	L464	N30°40'08"E	5.67'	L509	N84°52'22"W	2.58'	L554	N19°53'21"E	3.71'	L599	N81°53'00"W	16.96'	L644	N6°55'08"E	1.00'	L689	N80°06'14"W	12.58'
L375	N30°40'08"E	2.00'	L420	N31°05'46"E	1.00'	L465	N59°19'52"W	12.58'	L510	N84°52'22"W	2.58'	L555	N19°53'21"E	13.70'	L600	N8°39'21"E	9.00'	L645	N83°04'52"W	3.61'	L690	N9°53'46"E	5.50'
L376	N59°19'52"W	2.80'	L421	N58°54'14"W	2.80'	L466	N30°40'08"E	7.25'	L511	N50°7'38"E	15.00'	L556	N70°06'39"W	5.00'	L601	NORTH	13.92'	L646	N80°57'22"W	12.27'	L691	N80°06'14"W	12.58'
L377	N30°40'08"E	5.00'	L422	N31°05'46"E	5.00'	L467	N59°19'52"W	2.58'	L512	N84°52'22"W	12.58'	L557	N19°53'21"E	12.97'	L602	EAST	9.00'	L647	N6°55'08"E	15.43'	L692	N80°06'14"W	3.04'
L378	N59°19'52"W	2.80'	L423	N58°54'14"W	2.80'	L468	N30°40'08"E	1.00'	L513	N84°52'22"W	12.58'	L558	N58°09'01"W	21.82'	L603	NORTH	14.60'	L648	N83°04'52"W	12.85'	L693	N9°53'46"E	15.00'
L379	N30°40'08"E	1.00'	L424	N31°05'46"E	2.00'	L469	N59°19'52"W	2.80'	L514	N6°08'00"E	12.92'	L559	N31°50'59"E	23.82'	L604	N84°52'22"W	12.58'	L649	N80°57'22"W	12.27'	L694	N80°06'14"W	2.63'
L380	N59°19'52"W	2.58'	L425	N58°54'14"W	2.58'	L470	N30°40'08"E	5.00'	L515	N84°52'22"W	2.58'	L560	N31°50'59"E	10.73'	L605	N50°7'38"E	5.00'	L650	N9°02'38"E	7.32'	L695	N80°06'14"W	3.50'
L381	N59°19'52"W	2.58'	L426	N58°54'14"W	2.58'	L471	N59°19'52"W	2.80'	L516	N84°52'22"W	2.58'	L561	N85°09'01"W	9.71'	L606	N84°52'22"W	13.16'	L651	N80°57'22"W	2.58'	L696	N9°53'46"E	2.00'
L382	N30°40'08"E	15.00'	L427	N31°05'46"E	15.00'	L472	N30°40'08"E	2.00'	L517	N50°7'38"E	1.00'	L562	N58°54'14"W	12.58'	L607	N84°52'22"W	2.58'	L652	N80°57'22"W	2.58'	L697	N80°06'14"W	2.80'
L383	N59°19'52"W	2.58'	L428	N58°54'14"W	2.58'	L473	N59°19'52"W	2.58'	L518	N84°52'22"W	2.80'	L563	N31°05'46"E	5.00'	L608	N84°52'22"W	2.58'	L653	N9°02'38"E	15.00'	L698	N9°53'46"E	5.00'
L384	N59°19'52"W	12.58'	L429	N58°54'14"W	12.58'	L474	N59°19'52"W	2.58'	L519	N50°7'38"E	5.00'	L564	N58°54'14"W	12.85'	L609	N50°7'38"E	15.00'	L654	N80°57'22"W	2.58'	L699	N80°06'14"W	2.80'
L385	N30°40'08"E	11.17'	L430	N31°05'46"E	12.92'	L475	N30°40'08"E	15.00'	L520	N84°52'22"W	2.80'	L565	N58°54'14"W	2.58'	L610	N84°52'22"W	2.58'	L655	N9°02'38"E	2.00'	L700	N9°53'46"E	1.00'
L386	N59°19'52"W	12.58'	L431	N58°54'14"W	12.58'	L476	N59°19'52"W	2.58'	L521	N50°7'38"E	2.00'	L566	N31°05'46"E	1.00'	L611	N50°7'38"E	2.00'	L656	N80°57'22"W	2.80'	L701	N80°06'14"W	3.08'
L387	N59°19'52"W	2.77'	L432	N58°54'14"W	2.58'	L477	N59°19'52"W	12.58'	L522	N84°52'22"W	2.58'	L567	N58°54'14"W	2.80'	L612	N84°52'22"W	2.80'	L657	N9°02'38"E	5.00'	L702	N80°06'14"W	15.36'
L388	N30°40'08"E	15.00'	L433	N31°05'46"E	1.00'	L478	N30°40'08"E	5.00'	L523	N84°52'22"W	2.58'	L568	N31°05'46"E	5.00'	L613	N50°7'38"E	5.00'	L658	N80°57'22"W	2.80'	L703	N9°53'46"E	5.00'
L389	N59°19'52"W	2.77'	L434	N58°54'14"W	2.80'	L479	N59°19'52"W	12.58'	L524	N50°7'38"E	15.00'	L569	N58°54'14"W	2.80'	L614	N84°52'22"W	2.80'	L659	N9°02'38"E	1.00'	L704	N80°06'14"W	14.94'
L390	N59°19'52"W	2.77'	L435	N31°05'46"E	5.00'	L480	N59°19'52"W	14.42'	L525	N84°52'22"W	13.08'	L570	N31°05'46"E	2.00'	L615	N50°7'38"E	1.00'	L660	N80°57'22"W	2.58'	L705	N84°52'22"W	12.58'
L391	N30°40'08"E	1.00'	L436	N58°54'14"W	2.80'	L481	N30°40'08"E	5.00'	L526	N50°7'38"E	5.00'	L571	N58°54'14"W	2.58'	L616	N84°52'22"W	2.58'	L661	N80°57'22"W	13.55'	L706	N50°7'38"E	5.00'
L392	N59°19'52"W	2.80'	L437	N31°05'46"E	2.00'	L482	N59°19'52"W	14.42'	L527	N84°52'22"W	12.58'	L572	N58°54'14"W	2.58'	L617	N84°52'22"W	12.58'	L662	N9°02'38"E	5.00'	L707	N84°52'22"W	12.58'
L393	N30°40'08"E	5.00'	L438	N58°54'14"W	2.58'	L483	N59°19'52"W	3.95'	L528	N13°30'29"E	12.78'	L573	N31°05'46"E	15.00'	L618	N50°7'38"E	12.58'	L663	N80°57'22"W	12.58'	L708	N84°52'22"W	2.58'
L394	N59°19'52"W	2.80'	L439	N58°54'14"W	2.58'	L484	N30°40'08"E	15.00'	L529	N76°29'31"W	5.00'	L574	N58°54'14"W	2.58'	L619	N84°52'22"W	12.58'	L664	N9°49'31"E	17.78'	L709	N50°7'38"E	15.00'
L395	N30°40'14"E	2.00'	L440	N31°05'46"E	15.00'	L485	N59°19'52"W	4.30'	L530	N13°30'29"E	13.77'	L575	N58°54'14"W	12.58'	L620	N84°52'22"W	2.58'	L665	N80°10'29"W	23.50'	L710	N84°52'22"W	2.58'
L396	N59°19'52"W	2.77'	L441	N58°54'14"W	2.58'	L486	N59°19'52"W	3.64'	L531	N13°30'29"E	2.78'	L576	N31°05'46"E	5.00'	L621	N50°7'38"E	15.00'	L666	N80°10'29"W	8.46'	L711	N84°52'22"W	2.58'
L397	N59°19'52"W	12.23'	L442	N58°54'14"W	13.58'	L487	N30°40'08"E	2.00'	L532	N76°29'31"W	1.00'	L577	N58°54'14"W	12.58'	L622	N84°52'22"W	2.58'	L667	N9°49'31"E	6.08'	L712	N50°7'38"E	2.00'
L398	N30°40'08"E	5.00'	L443	N31°05'46"E	5.00'	L488	N59°19'52"W	2.80'	L533	N13°30'29"E	2.80'	L578	N58°54'14"W	12.58'	L623	N84°52'22"W	2.58'	L668	N76°47'16"W	21.57'	L713	N84°52'22"W	2.80'
L399	N59°19'52"W	10.76'	L444	N58°54'14"W	12.58'	L489	N30°40'08"E	5.00'	L534	N76°29'31"W	5.00'	L579	N31°05'46"E	5.00'	L624	N50°7'38"E	2.00'	L669	N13°12'44"E	17.34'	L714	N50°7'38"E	5.00'
L400	N58°54'14"W	12.77'	L445	N60°46'42"W	22.59'	L490	N59°19'52"W	2.80'	L535	N13°30'29"E	2.80'	L580	N58°54'14"W	12.58'	L625	N84°52'22"W	2.80'	L670	N13°12'44"E	4.97'	L715	N84°52'22"W	2.80'
L401	N58°54'14"W	12.58'	L446	N29°13'18"E	17.60'	L491	N30°40'08"E	1.00'	L536	N76°29'31"W	2.00'	L581	N58°54'14"W	2.58'	L626	N50°7'38"E	5.00'	L671	N76°47'16"W	6.46'	L716	N50°7'38"E	1.00'
L402	N31°05'46"E	5.00'	L447	N29°13'18"E	5.58'	L492	N59°19'52"W	3.93'	L537	N13°30'29"E	2.78'	L582	N31°05'46"E	15.00'	L627	N84°52'22"W	2.80'	L672	N80°06'14"W	12.58'	L717	N84°52'22"W	2.58'
L403	N58°54'14"W	2.58'	L448	N60°46'42"W	7.52'	L493	N59°19'52"W	13.35'	L538	N13°30'29"E	2.78'	L583	N58°54'14"W	2.58'	L628	N50°7'38"E	1.00'	L673	N9°53'46"E	5.00'	L718	N84°52'22"W	12.58'
L404	N58°54'14"W	2.58'	L449	N59°19'52"W	12.58'	L494	N30°40'08"E	5.00'	L539	N76°29'31"W	15.00'	L584	N58°54'14"W	2.58'	L629	N84°52'22"W	2.58'	L674	N80°06'14"W	13.45'	L719	N50°7'38"E	12.58'
L405	N31°05'46"E	15.00'	L450	N30°40'08"E	5.00'	L495	N59°19'52"W	12.71'	L540	N13°30'29"E	2.78'	L585	N31°05'46"E	2.00'	L630	N84°52'22"W	12.58'	L675	N19°46'41"E	0.09'	L720	N84°52'22"W	12.58'

TRACT 4022 RIVER ISLANDS - STAGE 2A VILLAGE CC FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



LINE TABLE		
LINE	DIRECTION	LENGTH
L721	N84°52'22"W	2.58'
L722	N50°7'38"E	15.00'
L723	N84°52'22"W	2.58'
L724	N84°52'22"W	2.58'
L725	N50°7'38"E	2.80'
L726	N84°52'22"W	2.00'
L727	N50°7'38"E	5.00'
L728	N84°52'22"W	2.80'
L729	N50°7'38"E	1.00'
L730	N84°52'22"W	2.58'
L731	N84°52'22"W	13.54'
L732	N50°7'38"E	5.00'
L733	N84°52'22"W	12.58'
L734	N80°10'15"W	14.98'
L735	EAST	19.81'

CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 19 ONLY

CURVE TABLE				CURVE TABLE				CURVE TABLE				CURVE TABLE				CURVE TABLE				CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH
C1	47.00	46°34'03"	38.20'	C46	3.00	91°36'08"	4.80'	C91	862.00	5°37'37"	84.66'	C136	1023.00	0°47'32"	14.15'	C181	30.00	25°08'22"	13.16'	C226	30.00	23°08'13"	12.11'
C2	65.00	90°23'24"	102.54'	C47	3.00	90°33'52"	4.74'	C92	862.00	0°00'36"	0.15'	C137	849.00	0°06'26"	1.59'	C182	30.00	10°02'04"	5.25'	C227	30.00	19°54'23"	10.72'
C3	47.00	49°57'55"	40.99'	C48	30.00	86°17'14"	45.18'	C93	862.00	2°37'16"	39.43'	C138	849.00	1°16'53"	18.99'	C183	31.00	39°45'39"	21.51'	C228	30.00	15°45'12"	8.25'
C4	87.00	15°12'13"	23.09'	C49	30.00	89°27'30"	46.84'	C94	496.00	4°46'08"	41.28'	C139	849.00	0°32'24"	8.00'	C184	31.00	2°19'28"	1.26'	C229	874.00	0°02'55"	0.74'
C5	113.00	15°12'13"	29.98'	C50	30.00	62°16'40"	32.61'	C95	500.00	3°55'00"	34.18'	C140	849.00	0°03'17"	0.81'	C185	29.00	27°27'33"	13.90'	C230	3.00	2°22'30"	0.12'
C6	113.00	15°12'13"	29.98'	C51	29.00	17°04'30"	8.64'	C96	1893.00	0°33'09"	18.26'	C141	849.00	1°00'44"	15.00'	C186	30.00	0°45'49"	0.40'	C231	3.00	8°25'45"	4.58'
C7	87.00	15°12'13"	23.09'	C52	3.00	91°35'58"	4.80'	C97	1893.00	1°17'55"	42.90'	C142	849.00	1°31'59"	22.72'	C187	30.00	48°16'27"	25.28'	C232	892.00	0°27'53"	7.24'
C8	740.00	5°37'37"	72.68'	C53	650.00	2°21'26"	26.74'	C98	1893.00	1°21'01"	44.61'	C143	849.00	1°21'51"	20.21'	C188	1906.00	0°23'25"	12.88'	C233	892.00	1°04'43"	16.79'
C9	29.00	93°00'15"	47.07'	C54	3.00	90°15'31"	4.73'	C99	1893.00	2°05'47"	69.26'	C144	849.00	1°16'53"	18.99'	C189	1906.00	0°23'29"	13.02'	C234	892.00	1°52'50"	29.28'
C10	1023.00	3°00'15"	53.64'	C55	666.00	0°43'48"	8.51'	C100	1893.00	5°17'37"	174.90'	C145	849.00	0°32'24"	8.00'	C190	30.00	8°31'50"	4.47'	C235	3.00	6°00'23"	3.15'
C11	12.00	87°36'25"	18.35'	C56	692.00	6°33'14"	79.16'	C101	1893.00	1°29'58"	49.54'	C146	848.99	0°03'17"	0.81'	C191	30.00	29°01'32"	15.20'	C236	3.00	30°52'33"	1.62'
C12	849.00	3°13'15"	47.73'	C57	692.00	2°07'44"	25.71'	C102	1893.00	2°08'59"	71.02'	C147	849.00	1°00'44"	15.00'	C192	30.00	28°10'58"	14.76'	C237	30.00	14°25'15"	7.55'
C13	849.00	15°39'29"	232.02'	C58	12.00	70°13'12"	14.71'	C103	1893.00	1°08'43"	37.84'	C148	849.00	1°31'58"	22.71'	C193	30.00	9°06'13"	4.77'	C238	30.00	7°32'38"	38.43'
C14	849.00	7°41'47"	114.04'	C59	12.00	67°50'24"	14.21'	C104	1893.00	0°29'43"	16.36'	C149	849.00	0°36'10"	8.93'	C194	31.00	39°20'59"	21.29'	C239	487.00	0°17'07"	2.43'
C15	28.00	93°00'21"	47.07'	C60	30.00	80°54'44"	47.60'	C105	680.00	3°29'36"	41.46'	C150	849.00	0°30'09"	7.44'	C195	31.00	4°55'43"	2.67'	C240	487.00	1°45'54"	15.00'
C16	770.00	0°58'03"	13.00'	C61	30.00	49°02'17"	25.68'	C106	680.00	0°02'13"	0.44'	C151	849.00	1°31'57"	22.71'	C196	29.00	11°08'36"	5.64'	C241	487.00	0°05'44"	0.81'
C17	770.00	0°58'03"	13.00'	C62	29.00	27°27'33"	13.90'	C107	680.00	14°07'46"	167.69'	C152	849.00	1°00'45"	15.00'	C197	29.00	10°18'22"	5.22'	C242	487.00	0°56'29"	8.00'
C18	29.00	93°00'21"	47.07'	C63	31.00	42°05'07"	22.77'	C108	680.00	6°31'01"	77.35'	C153	849.00	0°03'17"	0.81'	C198	29.00	65°20'27"	33.07'	C243	487.00	0°49'46"	7.05'
C19	849.00	2°37'16"	38.84'	C64	30.00	35°10'25"	18.42'	C109	680.00	1°09'34"	13.76'	C154	849.00	0°32'25"	8.00'	C199	30.00	9°03'12"	4.74'	C244	30.00	21°48'18"	11.42'
C20	3.00	90°00'00"	4.71'	C65	1879.00	0°03'17"	1.79'	C110	680.00	2°07'44"	25.26'	C155	849.00	1°05'54"	16.28'	C200	30.00	18°12'11"	9.53'	C245	30.00	20°49'01"	10.90'
C21	3.00	90°00'00"	4.71'	C66	30.00	82°12'47"	43.05'	C111	680.00	1°57'13"	23.19'	C156	29.00	5°24'21"	2.74'	C201	30.00	17°57'50"	9.41'	C246	30.00	19°59'49"	10.47'
C22	12.00	105°49'36"	22.16'	C67	3.00	91°57'28"	4.81'	C112	680.00	1°57'13"	23.19'	C157	29.00	10°10'54"	5.15'	C202	30.00	20°50'52"	10.92'	C247	30.00	18°01'15"	9.44'
C23	54.00	10°05'26"	9.51'	C68	466.00	4°42'07"	38.24'	C113	680.00	6°11'42"	73.52'	C158	29.00	7°25'07"	39.19'	C203	30.00	20°13'08"	10.59'	C248	30.00	7°02'10"	3.68'
C24	55.00	5°39'10"	5.43'	C69	509.00	44°06'08"	42.36'	C114	680.00	4°14'29"	50.34'	C159	29.00	7°32'05"	37.13'	C204	997.00	0°53'52"	15.62'	C249	30.00	11°50'50"	6.20'
C25	30.00	87°48'53"	45.98'	C70	3.00	90°00'00"	4.71'	C115	513.00	3°55'00"	35.07'	C160	29.00	10°20'59"	5.24'	C205	997.00	0°51'44"	15.60'	C250	30.00	18°26'06"	9.85'
C26	3.00	91°01'57"	4.77'	C71	487.00	3°55'00"	33.29'	C116	1891.00	1°12'46"	40.03'	C161	29.00	9°18'24"	4.71'	C206	996.99	0°02'48"	0.81'	C251	30.00	15°36'40"	8.17'
C27	3.00	91°00'56"	4.77'	C72	30.00	87°40'33"	45.91'	C117	1010.00	0°12'21"	3.63'	C162	849.00	0°57'59"	14.32'	C207	997.00	0°27'36"	8.01'	C252	30.00	20°53'40"	10.94'
C28	30.00	81°17'38"	42.57'	C73	31.00	57°56'17"	31.35'	C118	1891.00	4°20'57"	143.54'	C163	849.00	0°32'24"	8.00'	C208	997.00	0°56'35"	16.41'	C253	30.00	15°25'31"	8.08'
C29	30.00	86°41'04"	45.39'	C74	30.00	22°48'12"	11.94'	C119	1891.00	2°54'57"	96.24'	C164	849.00	0°03'17"	0.81'	C209	30.00	65°01'07"	34.04'	C254	509.00	0°44'59"	6.66'
C30	3.00	90°53'48"	4.76'	C75	3.00	90°42'05"	4.75'	C120	1891.00	1°16'45"	42.21'	C165	849.00	1°00'44"	15.00'	C210	30.00	10°59'27"	5.75'	C255	509.00	1°41'21"	15.01'
C31	3.00	89°48'14"	4.70'	C76	1861.00	2°40'37"	86.95'	C121	1891.00	0°32'43"	18.00'	C166	848.56	0°02'51"	0.70'	C211	30.00	48°46'05"	25.53'	C256	509.01	0°05'30"	0.81'
C32	30.00	71°32'53"	37.46'	C77	55.00	89°54'38"	86.31'	C122	650.00	3°38'12"	41.26'	C167	30.00	21°01'52"	11.01'	C212	509.00	1°20'11"	11.87'	C257	509.00	0°54'06"	8.01'
C33	30.00	98°39'54"	51.66'	C78	87.00	15°12'13"	23.09'	C123	862.00	3°02'24"	45.73'	C168	54.00	2°59'13"	2.82'	C213	667.00	1°34'57"	18.42'	C258	30.00	0°04'15"	0.04'
C34	3.00	94°11'23"	4.93'	C79	113.00	15°12'13"	29.98'	C124	650.00	5°59'39"	68.00'	C169	54.00	6°50'38"	6.45'	C214	667.00	1°54'25"	22.20'	C259	30.00	62°12'25"	32.57'
C35	3.00	94°03'18"	4.92'	C80	1010.00	3°00'15"	52.95'	C125	3.00	90°05'30"	4.72'	C170	54.00	0°15'35"	0.24'	C215	667.00	1°57'07"	22.72'				
C36	30.00	76°00'34"	39.80'	C81	1010.00	3°12'35"	56.58'	C126	1891.00	0°30'48"	16.94'	C171	513.00	0°14'16"	2.13'	C216	667.00	1°17'19"	15.00'				
C37	997.00	31°2'35"	55.85'	C82	862.00	1°42'40"	25.74'	C127	1891.00	5°24'28"	178.48'	C172	30.00	11°29'42"	6.02'	C217	667.00	0°04'11"	0.61'				
C38	29.00	86°47'25"	43.93'	C83	862.00	2°11'56"	33.08'	C128	862.00	3°57'44"	59.61'	C173	513.00	0°05'27"	0.81'	C218	667.00	0°41'14"	8.00'				
C39	31.00	14°16'42"	23.96'	C84	862.00	3°05'01"	46.39'	C129	29.00	76°25'34"	38.68'	C174	513.00	0°53'37"	8.00'	C219	667.00	1°37'53"	18.99'				
C40	30.00	37°17'11"	19.52'	C85	862.00	11°42'30"	176.15'	C130	29.00	10°00'10"	5.06'	C175	513.00	2°07'18"	19.00'	C220	30.00	15°08'36"	7.93'				
C41	1905.00	2°05'47"	69.70'	C86	862.00	3°23'09"	50.94'	C131	29.00	6°34'30"	3.33'	C176	513.00	0°34'22"	5.13'	C221	30.00	18°57'46"	9.93'				
C42	1905.00	2°08'59"	71.47'	C87	862.00	2°02'56"	30.83'	C132	1023.00	0°52'39"	15.67'	C177	31.00	12°13'41"	6.62'	C222	30.00	27°55'04"	14.62'				
C43	30.00	37°33'22"	19.66'	C88	862.00	9°01'02"	135.66'	C133	1023.00	0°26'54"	8.00'	C178	31.00	45°42'36"	24.73'	C223	30.00	18°15'45"	9.56'				
C44	31.00	37°42'13"	20.40'	C89	862.00	3°00'21"	45.22'	C134	1023.00	0°02'44"	0.81'	C179	30.00	2°25'13"	1.27'	C224	30.00	9°10'19"	4.80'				
C45	30.00	83°02'06"	43.48'	C90	862.00	2°59'46"	45.07'	C135	1023.00	0°50'25"	15.00'	C180	30.00	20°22'59"	10.67'	C225	30.00	12°10'32"	6.38'				

TRACT 4022
RIVER ISLANDS - STAGE 2A
VILLAGE CC
FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 12 & 13 OF TRACT 3908 (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2020



EXHIBIT B

VILLAGE "CC" VICINITY MAP

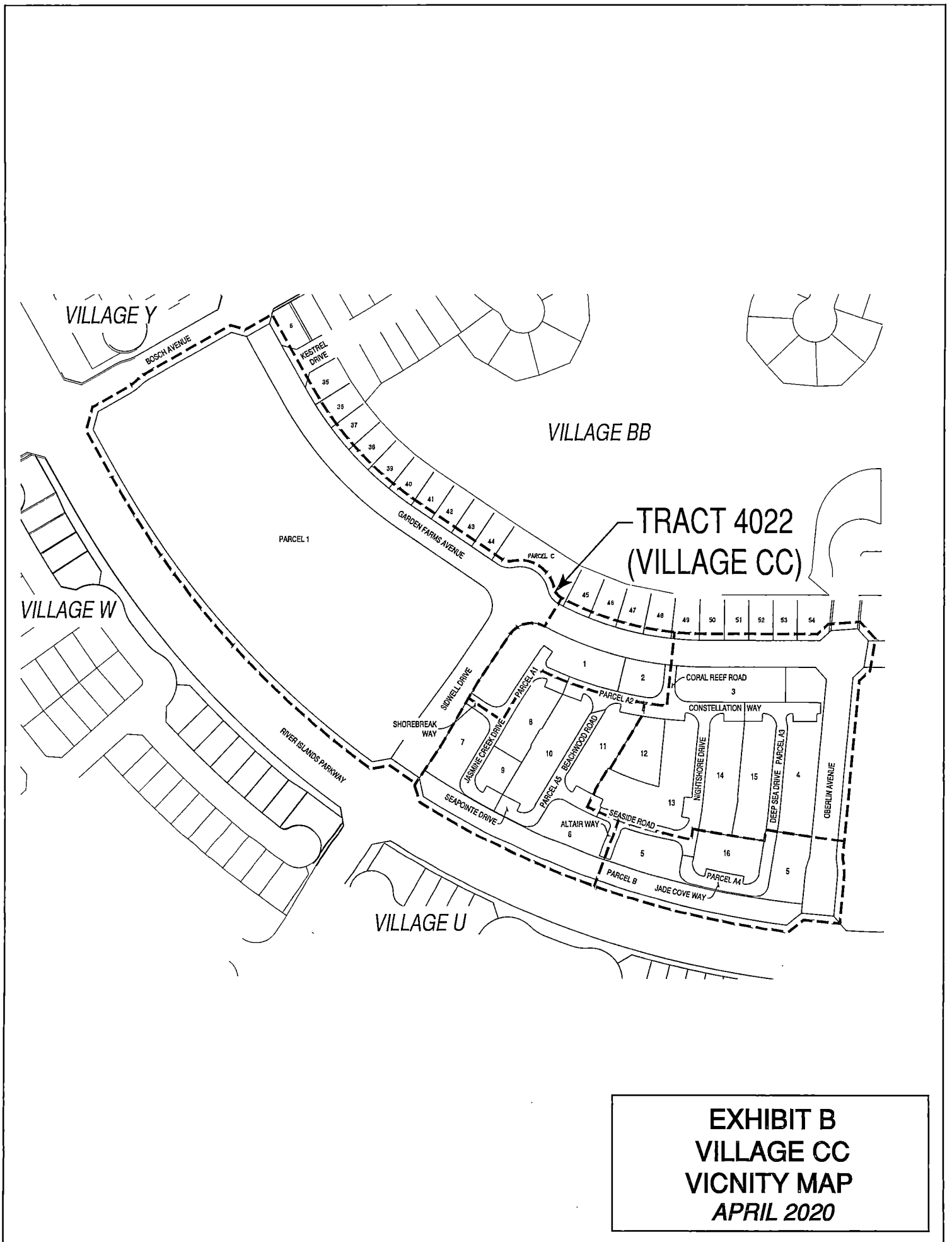


EXHIBIT C

CITY INSURANCE REQUIREMENTS

1. Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurers. All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss."

c. Include a statement that, "the insurer will provide to the City of Lathrop at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
11/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. fka Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Specialty Insurance Company		12537
	INSURER B: Starr Surplus Lines Insurance Company		13604
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** W13938890**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		ATN-SF1811644P	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		BTN1814514W	03/19/2018	03/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		1000024047	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		1000024047	03/19/2018	03/19/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability		1000024047	03/19/2018	03/19/2021	Each Occ/Agg: 7,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RE: RIVER ISLANDS - Tract 4022 Village "CC"

The City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents as Additional Insureds as respects the General Liability policy. The insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the

CERTIFICATE HOLDER**CANCELLATION**

City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc. fka Willis Insurance Services of California, Inc.		NAMED INSURED River Islands Development, LLC 73 W Stewart Rd Lathrop, CA 95330	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

insurance afforded to the named insured by this policy and shall not contribute to any loss as respects the insureds operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1 Your acts or omissions; or
- 2 The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	30 Days

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

EXHIBIT D

COHEN/PARADISE/STEWART REHABILITATION MAP

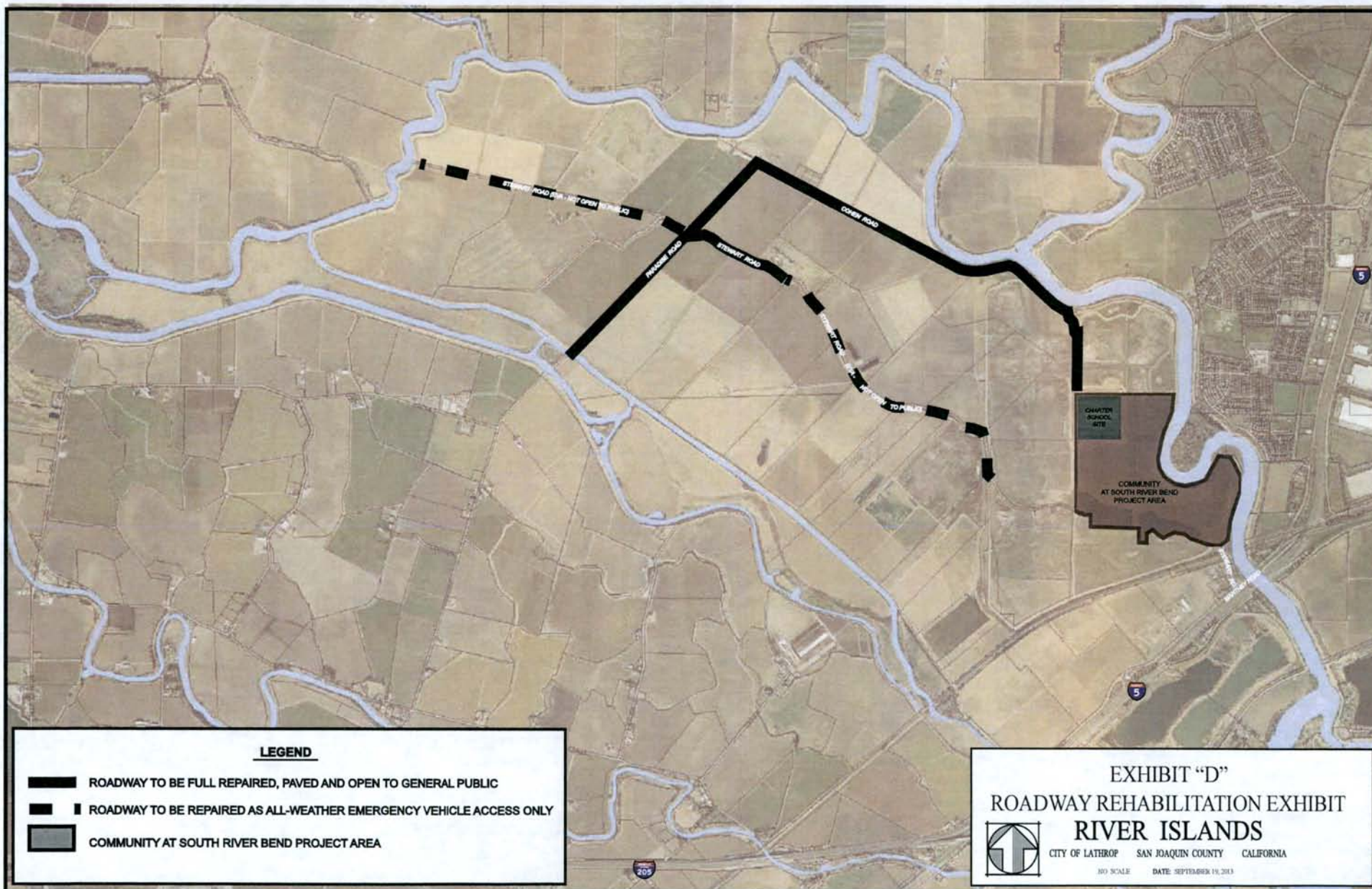


EXHIBIT E
UNFINISHED AND DEFERRED IMPROVEMENT COST ESTIMATE
VILLAGE "CC"

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - VILLAGE CC
VAN DAELE HOMES HIDEAWAY (PUBLIC IMPROVEMENTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

January 27, 2020
 Job No.: 25504-09

Item	Description	Quantity	Unit	Unit Price	Amount
<i>COST TO COMPLETE (PUBLIC)</i>					
1	Landscape [Offsite] <i>(0% Completion)</i>	1	LS	\$ 474,150.00	\$ 474,150.00
2	Sanitary Sewer [Onsite] <i>(0% Completion)</i>	1	LS	\$ 238,180.00	\$ 238,180.00
3	Water Supply [Onsite] <i>(0% Completion)</i>	1	LS	\$ 346,910.00	\$ 346,910.00
4	Joint Trench [Onsite] <i>(0% Completion)</i>	1	LS	\$ 308,000.00	\$ 308,000.00
5	Signing & Striping [Offsite] <i>(0% Completion)</i>	1	LS	\$ 13,650.00	\$ 13,650.00
TOTAL COST TO COMPLETE (PUBLIC) \$					1,380,890.00

/

EXHIBIT F
TRACT 4022 IMPROVEMENTS COST ESTIMATE

DRAFT ENGINEER'S OPINION OF PROBABLE COST
VAN DAELE HOMES HIDEAWAY (PUBLIC IMPROVEMENTS)
RIVER ISLANDS - VILLAGE CC
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

1/27/2020
 Job No.: 25504-09

Item	Description	Quantity	Unit	Unit Price	Amount
<u>LANDSCAPE</u>					
1	Sidwell Drive (River Islands Pkwy to Garden Farms Ave)	5,410	SF	\$ 8.00	\$ 43,280.00
2	Oberlin Avenue (River Islands Pkwy to Garden Farms Ave)	13,190	SF	\$ 8.00	\$ 105,520.00
3	Garden Farms Avenue (south side of Bosch Ave to Oberlin Ave)	12,050	SF	\$ 8.00	\$ 96,400.00
4	Swale (Sidwell Dr to Oberlin Ave)	45,790	SF	\$ 5.00	\$ 228,950.00
Subtotal Landscape					\$ 474,150.00
<u>SANITARY SEWER</u>					
5	8" PVC	2,310	LF	\$ 28.00	\$ 64,680.00
6	Manholes	17	EA	\$ 4,000.00	\$ 68,000.00
7	Sanitary Sewer Services ²	41	EA	\$ 2,500.00	\$ 102,500.00
8	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 238,180.00
<u>POTABLE WATER</u>					
9	8" PVC	3,080	LF	\$ 32.00	\$ 98,560.00
10	8" GV	27	EA	\$ 1,550.00	\$ 41,850.00
11	Blow-Off	5	EA	\$ 4,000.00	\$ 20,000.00
12	ARV	1	EA	\$ 2,500.00	\$ 2,500.00
13	Fire Hydrants	3	EA	\$ 4,000.00	\$ 12,000.00
14	Water Services ³	41	EA	\$ 4,000.00	\$ 164,000.00
15	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.00
Subtotal Potable Water					\$ 346,910.00
<u>JOINT TRENCH</u>					
16	Joint Trench per POD	40	EA	\$ 7,700.00	\$ 308,000.00
Subtotal Joint Trench					\$ 308,000.00
<u>SIGNING & STRIPING</u>					
1	Sidwell Drive (River Islands Pkwy to Garden Farms Ave)	490	LF	\$ 5.00	\$ 2,450.00
2	Oberlin Avenue (River Islands Pkwy to Garden Farms Ave)	1,630	LF	\$ 5.00	\$ 8,150.00
3	Garden Farms Avenue (south side of Bosch Ave to Oberlin Ave)	610	LF	\$ 5.00	\$ 3,050.00
Subtotal Landscape					\$ 13,650.00
TOTAL CONSTRUCTION COST					\$ 1,380,890.00

Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) Unit price assumed to include one 6" sanitary sewer lateral, four sewer cleanouts, and three 4" sanitary sewer laterals to each pod.
- 3) Unit price assumed to include one 2" water service and one water manifold with three 1" water meters and one 1-1/2" fire service for each pod.

EXHIBIT G

**RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN THE
STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

May 4, 2017

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

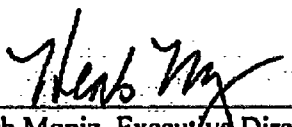
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

May 15, 2017
Date

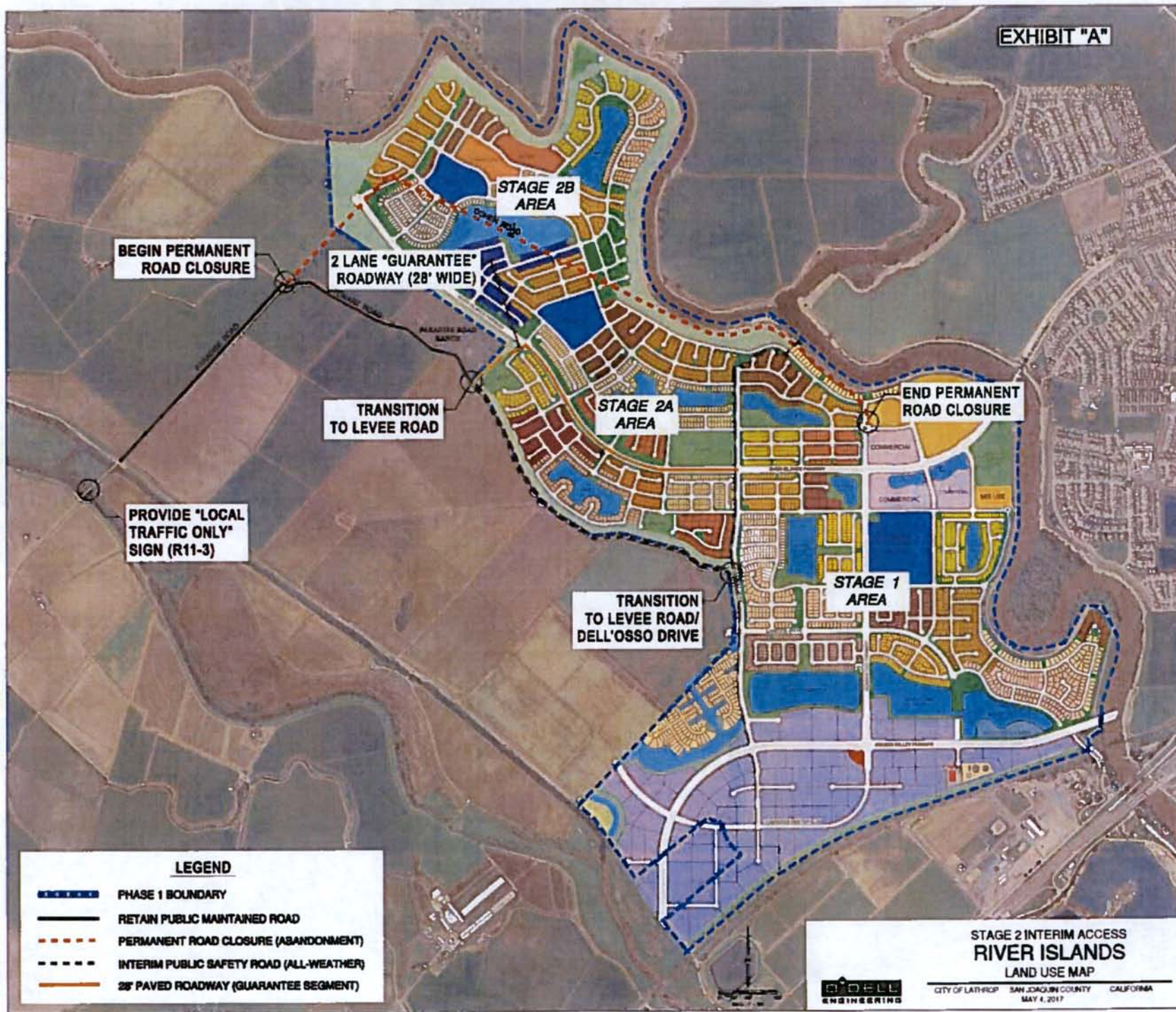


EXHIBIT "B"



ENGINEER'S OPINION OF PROBABLE COST
INTERIM ROAD CONNECTION - STAGE 2A
GUARANTEE
RIVER ISLANDS - PHASE 1
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Site Preparation					\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
Subtotal Grading					\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
Subtotal Miscellaneous					\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT H
RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN THE
STAGE 2A DEVELOPMENT AREA

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

**73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330**

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

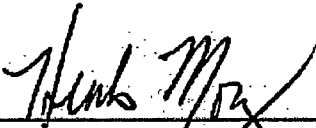
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

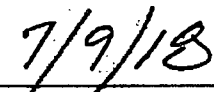
By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Oso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer


Date

**ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA**

March 6, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter (with AB cushion)	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb (with AB cushion)	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering (Budget)	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins (type A inlet)	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line (including all appurtenances)	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line (including all appurtenances)	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line (including all appurtenances)	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
RECYCLED WATER					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
NON-POTABLE WATER					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
LAKE FILL LINE					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

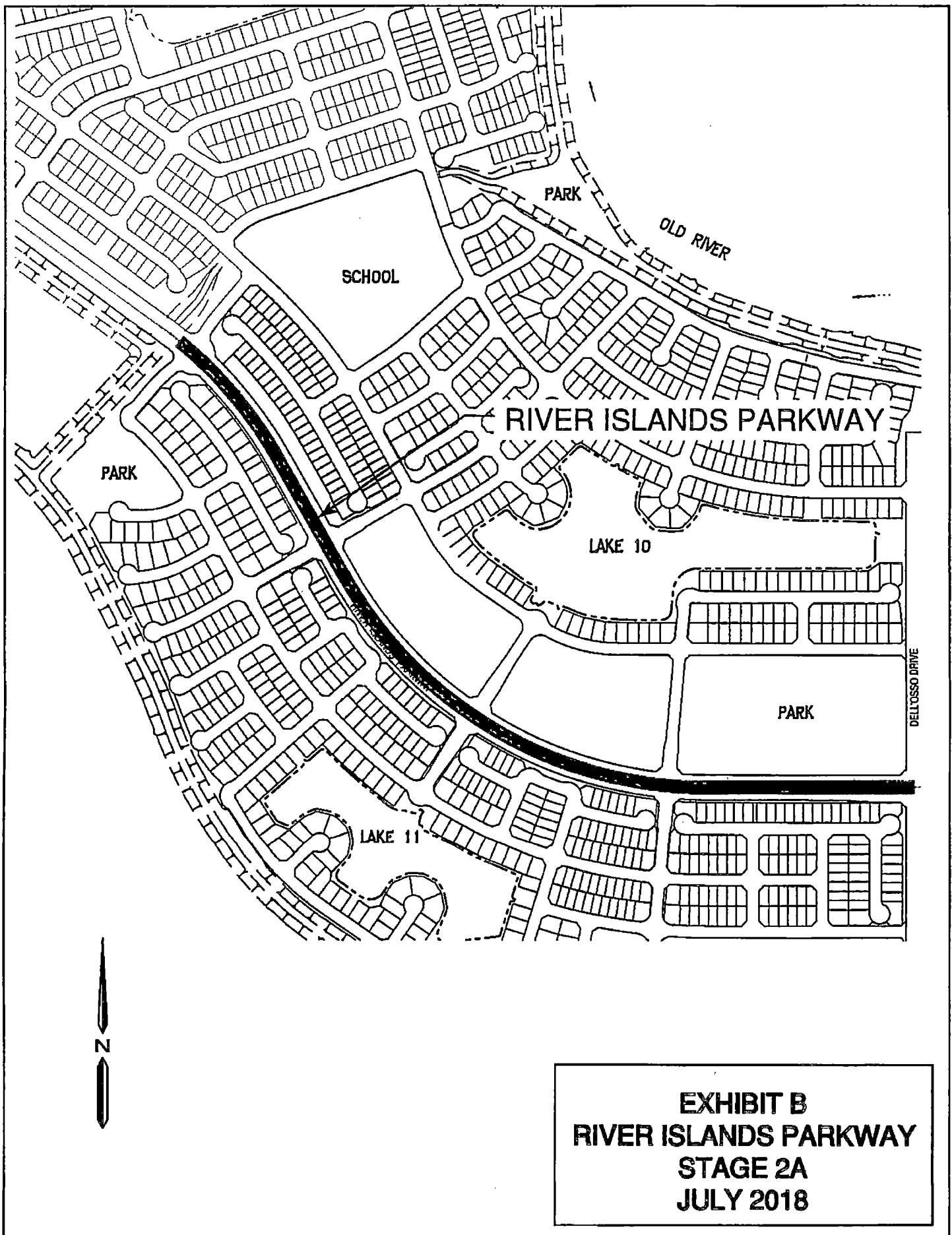
ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018
Job No. 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.



JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

April 13, 2020

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

 COPY

Re: Recordation of Final Map 4022; Escrow No. 1614021506

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development, LLC, a California limited liability company ("**RID**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RID as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by June 30, 2020, at the time designated in writing by RID, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by December 31, 2020, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

- B.1. One original Final Map for Tract 4022, executed and acknowledged by the City.
- B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).
- B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).
- B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).
- B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

The documents listed in Items B.1, B.2, B.3, B.4 and B.5 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and 2016-1 and Island Reclamation District No. 2013-1 must be delivered to Karna Harrigfeld at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Carl James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RID, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RID and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RID.

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$45,189.83**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,277.00** multiplied by **13.79** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds**."

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverislands.com); (b) Debbie Belmar

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

(dbelmar@riverislands.com); (c) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Cari James (cjames@ci.lathrop.ca.us) and (f) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

E.2. Record the Final Map and the Recordation Documents in the Official Records;

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by RID that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330;

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

(A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

(B) a certified copy of the final Settlement Statement.

F. Additional Instructions

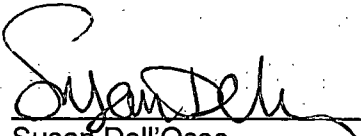
When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop



Susan Dell'Osso
President
River Islands Development, LLC

**ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:**

Receipt of the foregoing Escrow Instructions from RID and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RID and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

 **COPY**

Recorded for the benefit of the City of Lathrop
pursuant to Government Code Section 27383

ELEVENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)
Annexation No. 11

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on November 18, 2013 as Document No. 2013-143754 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference. An Amended Notice of Special Tax Lien reflecting the Amended Rate and Method of Apportionment of Special Tax was subsequently recorded at the County Recorder on October 23, 2015 as Document No. 2015-127760 (the "Amended Notice").

This Eleventh Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on June 1, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 42 (Document No. 2013-136637), in the Office of the

County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Amended Notice, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Eleventh Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated: _____, 2020.

By: _____
City Clerk,
City of Lathrop

EXHIBIT A

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 11
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 11 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS STAGE 2A, LLC 73 W. STEWART RD, LATHROP CA 95330	210-400-13

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 11

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

**** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.***

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF LATHROP
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Stage 2A, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)" (the "CFD"), and it states as follows:

1. **Property Owner.** This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. **Approval of Annexation.** This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. **Approval of Special Tax and the Facilities and Services.** This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Amended Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on November 18, 2013, as Document No. 2013-143754 in the Office of the County Recorder of the County of San Joaquin, and amended as referred to in the Amended Notice of Special Tax Lien recorded on October 23, 2015 as Document No. 2015-127760. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor's Parcel No. 210-400-13

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS STAGE 2A, LLC
a California limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Stage 2A, LLC
73 Stewart Road
Lathrop, CA 95330

(Attach acknowledgment)

EXHIBIT A

CITY OF LATHROP Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems; (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and C1 Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this Amended RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Fiscal Review Process” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Facilities Special Tax” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C.2 below.

“Maximum Services Special Tax” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C.1 below.

“Maximum Special Taxes” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“Non-Residential Square Footage” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“Proportionately” means that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this Amended RMA.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2013-1 at the time*

of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this Amended RMA.

"Trigger Event" will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined pursuant to Sections C.1 and C.2 shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

"Unit" means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year

for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event; a different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 1
Maximum Services Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$ 98.16 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$192.37 per SFD Lot	\$ 91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.*

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
Maximum Facilities Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*** On July 1, 2014 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Tax for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this Amended RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this Amended RMA in any manner acceptable to the City, by resolution or

ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 11

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
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Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
Island Reclamation District No. 2062
73 West Stewart Road
Lathrop, CA 95330



Recorded for the benefit of Island
Reclamation District No. 2062 pursuant
to Government Code Section 27383

TENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Island Reclamation District No. 2062
Community Facilities District No. 2013-1
(Levee and Lake Maintenance Services)
Annexation No. 10

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned Secretary of Island Reclamation District No. 2062 (the "IRD 2062"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Trustees of IRD 2062 on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on October 3, 2013 as Document No. 2013-126695 (the "Original Notice"), and said special tax is to be levied according to the Amended and Restated Rate and Method of Apportionment of Special Tax set forth in that certain First Amendment to Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089987 (the "First Amendment"), to which recorded Notice of Special Tax Lien and recorded First Amendment to Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Tenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 29, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 41 (Document No. 2013-111318, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax

attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Tenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to IRD 2062 are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of Island Reclamation District No. 2062, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: _____
Susan Dell'Osso, President,
Island Reclamation District No. 2062

EXHIBIT A

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 10

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 10 TO ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)

<u>Name(s) of Property Owner(s)</u>	<u>San Joaquin County Assessor's Parcel No.</u>
RIVER ISLANDS STAGE 2A, LLC 73 W. STEWART RD, LATHROP CA 95330	210-400-13

EXHIBIT B

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 10

MAXIMUM SPECIAL TAXES FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 and all Parcels that annex into Tax Zone 1.

TAX ZONE 1 MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$81.00 per SFD Lot or Residential Unit
Non-Residential Property	\$640.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$736.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

To: Board of Trustees of Island Reclamation
District No. 2062, in its capacity as the
legislative body for Island Reclamation
District No. 2062 Community Facilities
District No. 2013-1 (Levee and Lake
Maintenance Services)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (the "CFD").

2. The Owner understands that the Board of Trustees of Island Reclamation District No. 2062 (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various services (the "Services") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on October 3, 2013 as Document No. 2013-126695, and a First Amendment to Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089987 (collectively, the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 1 of the CFD (as such Tax Zone is described in the Notice of Special Tax Lien, and as the Maximum Special Tax rates for such Tax Zone 1 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the

Property pursuant to the Rate and Method to finance the Services. The Owner acknowledges that the Secretary of Island Reclamation District No. 2062 will record, or cause to be recorded, against the Property in the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

210-400-13

The full legal name of the fee title Owner of the Property is:

River Islands Stage 2A, LLC

The foregoing Consent and Ballot is hereby executed on _____, 2020, in Lathrop, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

NOTARY 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 _____

} ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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]
Notary Public

EXHIBIT A

ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE DISTRICT

Services:

The services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of lakes and levees within the River Islands area including the area initially included in the District, as well as any future annexation area of the District and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to, the maintenance of: (i) levees in urban and rural areas, including but not limited to squirrel and rodent abatement, vegetation control and repairs and renovations; (ii) lakes and their storm drainage and recreational functions, including but not limited to maintenance of pumps, intake and outfall structures, aeration systems and vegetation along lake edge areas; and (iii) other public services authorized to be funded under Section 53313(e) of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District, and will not supplant services already available within that territory when the District is created.

Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by Island Reclamation District No. 2062 (the "RD") in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of San Joaquin related to the District or the collection of special taxes, an allocable share of the salaries of any RD staff directly related thereto and a proportionate amount of the RD's general administrative overhead related thereto, any amounts paid by the RD from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the RD in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the RD in any way related to the District.

Other:

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the RD of all costs associated with the establishment and administration of the District.

EXHIBIT B

ISLAND RECLAMATION DISTRICT 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) shall be levied and collected according to the tax liability determined by the Board of Trustees or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2013-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportion of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of RD 2062 in carrying out its duties with respect to CFD No. 2013-1 including, but not limited to, levying and collecting the Special Tax, fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of RD 2062, Lathrop Irrigation District, and the River Islands Public Financing Authority in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by RD 2062 to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Association Property" means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Residential Unit.

"Authorized Services" means the public services authorized to be funded by the CFD as set forth in the documents adopted by the Board when the CFD was formed.

"Board of Trustees" or "Board" means the Board of Trustees of RD 2062.

"CFD" or "CFD No. 2013-1" means the Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).

"CFD Formation" means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the Board of Trustees.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

"Escalation Factor" means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

"Final Map" means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates

individual lots on which building permits for new construction may be issued without further subdivision and for which no further subdivision is anticipated pursuant to a tentative map approved for the property or, if no tentative map has been approved, pursuant to a then current specific plan or other land use plan for the property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maximum Special Tax" means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"Non-Residential Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a structure that will be used for any non-residential purpose.

"Proportionately" means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property; and (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property.

"Public Property" means any property within the boundaries of CFD No. 2013-1 that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local government or public agency.

"RD 2062" means Island Reclamation District 2062.

"Residential Property" means, in any Fiscal Year, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. Notwithstanding the foregoing, if a building permit is issued for a structure that includes both Residential Units and non-residential uses, the Residential Units within the building will be categorized as Residential Property, and a Special Tax shall be calculated separately for the Residential Units and Non-Residential Property on the Parcel, as set forth in Section C.1.c below.

"Residential Unit" means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

"Special Tax" means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2013-1 that are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2013-1 that are not Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property; (ii) in which Tax Zone each Assessor's Parcel is located; and (iii) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property

a. Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Residential Property within Tax Zone 1 shall be \$81 per SFD Lot or Residential Unit. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1; a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Residential Property shall be increased by the Escalation Factor.

b. Non-Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for Non-Residential Property within Tax Zone 1 shall be \$640 per Acre. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1 a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Non-Residential Property shall be increased by the Escalation Factor.

c. Mixed-Use Property

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Residential Units and non-residential uses, the Maximum Special Tax for the Parcel shall be the sum of (i) the Maximum Special Tax for Residential Property multiplied by all Residential

Units on the Parcel, and (ii) the Maximum Special Tax for Non-Residential Property multiplied by the full Acreage of the Parcel. After the aggregate Maximum Special Tax has been determined for a Parcel, such Maximum Special Tax shall be escalated beginning the next Fiscal Year and each Fiscal Year thereafter by the Escalation Factor.

2. Undeveloped Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Undeveloped Property within Tax Zone 1 shall be \$736 per Acre. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Undeveloped Property shall be increased by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement;

Step 2: If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

The Special Taxes for CFD No. 2013-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that RD 2062 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

E. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on Parcels of Association Property or Public Property, except as otherwise provided in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

RD 2062 reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to RD 2062's discretion. Interpretations may be made by RD 2062 by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

G. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT B

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 10

MAXIMUM SPECIAL TAXES FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 and all Parcels that annex into Tax Zone 1.

TAX ZONE 1
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$81.00 per SFD Lot or Residential Unit
Non-Residential Property	\$640.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$736.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
River Islands Public Financing Authority
73 West Stewart Road
Lathrop, CA 95330



Recorded for the benefit of the River Islands
Public Financing Authority pursuant to
Government Code Section 27383

TENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

River Islands Public Financing Authority
Community Facilities District No. 2013-1
(River Islands Public Services)
Annexation No. 10

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned Secretary of the River Islands Public Financing Authority (the "Authority"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Authority on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on October 3, 2013 as Document No. 2013-126691 (the "Original Notice"), and said special tax is to be levied according to the Amended and Restated Rate and Method of Apportionment of Special Tax set forth in that certain First Amendment to Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089986 (the "First Amendment"), to which recorded Notice of Special Tax Lien and recorded First Amendment to Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Tenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 29, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 40 (Document No. 2013-111317, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 2 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax

attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Tenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of the River Islands Public Financing Authority, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: _____
Karna E. Harrigfeld, Secretary,
River Islands Public Financing Authority

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES) ANNEXATION NO. 10

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN ANNEXATION NO. 10 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

<u>Name(s) of Property Owner(s)</u>	<u>San Joaquin County Assessor's Parcel No.</u>
RIVER ISLANDS STAGE 2A, LLC 73 W. STEWART RD, LATHROP CA 95330	210-400-13

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 10

MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

TAX ZONE 2 MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$276.26 per SFD Lot or Residential Unit
Non-Residential Property	\$960.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$1,191.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

To: Board of Directors of the River Islands
Public Financing Authority, in its capacity
as the legislative body for the River Islands
Public Financing Authority Community
Facilities District No. 2013-1 (River Islands
Public Services)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various services (the "Services") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on October 3, 2013 as Document No. 2013-126691, and a First Amendment to Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089986 (collectively, the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 2 of the CFD (as such Tax Zone is described in the Notice of Special Tax Lien, and as the Maximum Special Tax rates for such Tax Zone 2 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the

Property pursuant to the Rate and Method to finance the Services. The Owner acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the Property in the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

210-400-13

The full legal name of the fee title Owner of the Property is:

River Islands Stage 2A, LLC

The foregoing Consent and Ballot is hereby executed on _____, 2020, in Lathrop, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

NOTARY 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 _____

} ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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]
Notary Public

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE DISTRICT

Services:

The services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of public infrastructure within the River Islands area including the area initially included in the District, as well as any future annexation area of the District and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to, the maintenance of: (i) parks and open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (ii) roads and roadways, with services to include, but not be limited to, the maintenance and repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iii) street lighting, including, but not limited to, repairs to and replacement of street lights along public streets; (iv) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (v) any other public services authorized to be funded under Section 53313(d) of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District, and will not supplant services already available within that territory when the District is created.

Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by the River Islands Public Financing Authority (the "Authority") in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of San Joaquin related to the District or the collection of special taxes, an allocable share of the salaries of any Authority staff directly related thereto and a proportionate amount of the Authority's general administrative overhead related thereto, any amounts paid by the Authority from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the Authority in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the Authority in any way related to the District.

Other:

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the Authority of all costs associated with the establishment and administration of the District.

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2013-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportion of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of the Authority in carrying out its duties with respect to CFD No. 2013-1 including, but not limited to, levying and collecting the Special Tax, fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Association Property" means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Residential Unit.

"Authority" means the River Islands Public Financing Authority.

"Authorized Services" means the public services authorized to be funded by the CFD as set forth in the documents adopted by the Board when the CFD was formed.

"Board of Directors" or **"Board"** means the Board of Directors of the River Islands Public Financing Authority.

"CFD" or **"CFD No. 2013-1"** means the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).

"CFD Formation" means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the Board of Directors.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single-Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

"Escalation Factor" means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“Final Map” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates individual lots on which building permits for new construction may be issued without further subdivision and for which no further subdivision is anticipated pursuant to a tentative map approved for the property or, if no tentative map has been approved, pursuant to a then current specific plan or other land use plan for the property.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a structure that will be used for any non-residential purpose.

“Proportionately” means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property; and (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means any property within the boundaries of CFD No. 2013-1 that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local government or public agency.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. Notwithstanding the foregoing, if a building permit is issued for a structure that includes both Residential Units and non-residential uses, the Residential Units within the building will be categorized as Residential Property, and a Special Tax shall be calculated separately for the Residential Units and Non-Residential Property on the Parcel, as set forth in Section C.1.c below.

“Residential Unit” means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential

structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

"Special Tax" means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2013-1 that are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2013-1 that are not Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property; (ii) in which Tax Zone each Assessor's Parcel is located; and (iii) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property

a. Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Residential Property within Tax Zone 1 shall be \$146 per SFD Lot or Residential Unit. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1; a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Residential Property shall be increased by the Escalation Factor.

b. Non-Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for Non-Residential Property within Tax Zone 1 shall be \$960 per Acre. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1 a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Non-Residential Property shall be increased by the Escalation Factor.

c. Mixed-Use Property

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Residential Units and non-residential uses, the Maximum Special Tax for the Parcel shall be the sum of (i) the Maximum Special Tax for Residential Property multiplied by all Residential Units on the Parcel, and (ii) the Maximum Special Tax for Non-Residential Property multiplied by the full Acreage of the Parcel. After the aggregate Maximum Special Tax has been determined for a Parcel, such Maximum Special Tax shall be escalated beginning the next Fiscal Year and each Fiscal Year thereafter by the Escalation Factor.

2. Undeveloped Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Undeveloped Property within Tax Zone 1 shall be \$1,191 per Acre. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Undeveloped Property shall be increased by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement;

Step 2: If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

The Special Taxes for CFD No. 2013-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

E. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on Parcels of Association Property or Public Property, except as otherwise provided in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority's discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

G. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed

with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT C

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 10

MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

TAX ZONE 2
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$276.26 per SFD Lot or Residential Unit
Non-Residential Property	\$960.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$1,191.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**



Secretary
River Islands Public Financing Authority
73 West Stewart Road
Lathrop, CA 95330

Recorded for the benefit of the River Islands
Public Financing Authority pursuant to
Government Code Section 27383

AMENDMENT NO. 8 TO NOTICE OF SPECIAL TAX LIEN

River Islands Public Financing Authority
Community Facilities District No. 2016-1
(River Islands Supplemental)
Annexation No. 6

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"), the undersigned Secretary of the River Islands Public Financing Authority (the "Authority"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Authority on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of facilities described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on September 19, 2016 as Document No. 2016-112901 (the "Original Notice"), and said special tax is to be levied according to the Amended Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the First Amendment to Notice of Special Tax Lien recorded in the Office of the County Recorder on February 16, 2017 as Document No. 2017-020077 (the "First Amendment"), to which recorded Original Notice and First Amendment reference is hereby made and the provisions of both of which are hereby incorporated herein in full by this reference. 7

This Amendment No. 8 to Notice of Special Tax Lien further amends the Original Notice to add to the territory within the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 3, 2016, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 88 (Document No. 2016-090572, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Zone 2 of the community facilities district, as described in the Amended Rate and Method of Apportionment of Special Taxes for the community facilities district attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 8 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of the River Islands Public Financing Authority, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: _____
Karna E. Harrigfeld, Secretary,
River Islands Public Financing Authority

EXHIBIT A

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)
ANNEXATION NO. 6**

**ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 6 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
River Islands Stage 2A, LLC	210-400-13

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

TAX ZONE 2 MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$2,000 per Unit
Other Property	\$0 per Acre
Undeveloped Property	\$0 per Acre

* On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

To: Board of Directors of the River Islands
Public Financing Authority, in its capacity
as the legislative body for the River Islands
Public Financing Authority Community
Facilities District No. 2016-1 (River Islands
Supplemental)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various facilities (the "Facilities") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended Rate and Method of Apportionment of Special Tax (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on September 19, 2016 as Document No. 2016-112901 (the "Original Notice"), and a First Amendment to Notice of Special Tax Lien was recorded in the Office of the County Recorder on February 16, 2017, as Document No. 2017-020077.

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 2 of the CFD (as such Tax Zone is described in the Rate and Method, and as the Maximum Special Tax rates for such Zone 2 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Facilities and for the other authorized purposes of the CFD.

The Owner acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the Property in the Office of the County Recorder an amendment to the Original Notice as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Original Notice.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

See Exhibit D

The full legal name of the fee title Owner of the Property is:

River Islands Stage 2A, LLC

The foregoing Consent and Ballot is hereby executed this _____ day of _____, 2020, in _____, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

NOTARY 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 _____

} ss.

On _____

Date

, before me, _____

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____

Name(s) of Signer(s)

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 _____

Notary Public

[Seal]

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

DESCRIPTION OF FACILITIES AUTHORIZED TO BE FUNDED BY THE DISTRICT

The following generally described public infrastructure and related improvements within, in the vicinity or otherwise incident to the development of the area generally known as River Islands at Lathrop:

Lake improvements, discharge facilities and intake facilities, including grading, pumps, shore improvements, aeration facilities, CDS units, pipes and other necessary infrastructure required to provide storm water, flood retention and recreational facilities.

Bio Retention Basins and BMP improvements, including planting, irrigation and other improvements necessary for storm water storage and cleansing.

Roadway improvements, including grading, fill, pavement section, joint trench, water, sewer, reclaimed water and other utility improvements necessary for or incident to road construction. Also including landscaping, street lights and signage, monuments and traffic signals.

Bridge improvements, including design, construction, utility connections, roadway approaches and other incidental improvements required for construction of bridges.

Water system infrastructure, including tanks, pump stations, distribution lines and other improvements necessary for delivery of potable or reclaimed water.

Sewer system infrastructure and improvements, including treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, spray fields, pump stations, lift stations, and other improvements necessary for delivery and treatment of sanitary sewer service.

Public parks, as well as landscaping and recreational features along rivers, lakes, within parks and along and including pathways and other public areas.

Electrical system improvements, including offsite improvements, overhead facilities, substations, relocation and removal of electrical poles, undergrounding of service facilities and associated improvements to service the development.

Natural gas facilities upgrades and extensions, including pipeline extension and gas transmission regulator stations.

Telecommunications facilities, including fiber optic cable on and off site and other required infrastructure.

Grading for and construction of levees.

Public safety facilities, including but not limited to fire stations and related appurtenances, also including related site improvements, plus related equipment with a useful life of five years or more.

Elementary schools, middle schools and high schools and related appurtenances, including sports fields, parking and other customary amenities.

Environmental mitigation and related appurtenances related to the facilities and improvements eligible to be funded by the District.

All or a portion of any amount necessary to eliminate any fixed special assessment liens, or to pay, repay, or defease any obligation to pay or any indebtedness secured by any tax, fee, charge, or assessment levied within the area of the District and any property annexed thereto or to pay debt service on any such indebtedness.

The foregoing improvements may include the acquisition of right of way and land, the cost of design, engineering and planning, the costs of any environmental review or traffic studies, survey or other reports, landscaping and irrigation, soils testing, soil preparation including deep dynamic compaction, dewatering, permits, plan check and inspection fees, other public fees, insurance, legal and related overhead costs, coordination and supervision and any other costs or appurtenances related to any of the foregoing.

OTHER

The District may also finance any of the following:

1. Bond related expenses, including underwriter's discount, reserve fund, capitalized interest, structuring agent, bond, disclosure and underwriter's counsel and all other incidental expenses.
2. Administrative fees of the Authority and the Bond trustee or fiscal agent related to the District and the Bonds.
3. Reimbursement of costs related to the formation of the District advanced by the Authority or any landowner or developer within the District, as well as reimbursement of any costs advanced by the Authority or any landowner or developer within the District, for facilities, fees or other purposes or costs of the District.

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2016-1, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed into the CFD.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the Authority in carrying out its duties with respect to CFD No. 2016-1 and the Bonds, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Association Property" means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Unit.

"Authority" means the River Islands Public Financing Authority.

"Authorized Facilities" means those public facilities authorized to be funded by the CFD as set forth in the CFD formation proceedings.

"Board of Directors" or "Board" means the Board of Directors of the River Islands Public Financing Authority.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, issued, insured or assumed by CFD No. 2016-1, including debt issued by agencies other than the Authority (as referenced in Section 53313.5(g) of the Act), to pay for public infrastructure and/or improvements that will serve property included within, or intended to be annexed into, the CFD.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD" or "CFD No. 2016-1" means the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

"CFD Formation" means the date on which the Resolution of Formation to form CFD No. 2016-1 was adopted by the Board of Directors.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, all Taxable Property in CFD No. 2016-1 for which a building permit for new construction was issued by the City on or prior to June 30 of the preceding Fiscal Year.

"Excess Public Property" means the acres of Public Property that exceeds the acreage exempted in Section F below. In any Fiscal Year in which a Special Tax must be levied on Excess Public Property pursuant to Step 4 in Section D below, Excess Public Property shall be those Assessor's

Parcel(s) that most recently became Public Property based on the dates on which Final Maps recorded creating such Public Property.

"Final Map" means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots on which building permits for new construction may be issued without further subdivision and for which no further subdivision is anticipated pursuant to a Tentative Map approved for the property or, if no Tentative Map has been approved, pursuant to a then current specific plan or other land use plan for the property.

"First Transfer Date" means for a Parcel of Residential Property, the date of the first transfer of ownership to a private homeowner after a building permit for new construction has been issued.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Master Developer" means River Islands Development, and its successors and assignees.

"Maximum Special Tax" means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

"Other Property" means, in any Fiscal Year, all Parcels of Developed Property that are not Residential Property.

"Proportionately" means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property; (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property; (iii) for Association Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Association Property; and (iv) for Excess Public Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Excess Public Property.

"Public Property" means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Purchase Agreement" means an agreement between the Master Developer and a homebuilder.

"Required Coverage" means the amount by which the Maximum Special Tax revenues must exceed the debt service on the Bonds and required Administrative Expenses, as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

“Residential Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of one or more Units.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount necessary in any Fiscal Year: (i) to pay principal and interest on Bonds which are due in the calendar year that begins in such Fiscal Year; (ii) to create and/or replenish reserve funds for the Bonds to the extent such replenishment has not been included in the computation of Special Tax Requirement in a previous Fiscal Year; (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (iv) to pay Administrative Expenses; and (v) if the Administrator determines Special Tax revenues are available after items (i) through (iv) have been funded, to directly pay the costs of Authorized Facilities that have not been paid by the proceeds of previously issued Bonds to the extent that the inclusion of such amounts does *not* increase the Special Tax levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds from the collection of penalties associated with delinquent Special Taxes; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2016-1 at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Tentative Map” means a map that is made for the purpose of showing the design of a proposed subdivision and the conditions pertaining thereto and is not based on a detailed survey of the property within the map and is not recorded at the County Recorder’s Office to create legal lots.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property within the CFD that are not Developed Property, Association Property, or Excess Public Property.

“Unit” means an individual single family detached residential unit or an individual residential rental unit within a duplex, triplex, fourplex, townhome, condominium structure, or apartment complex. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA

B. DATA FOR ANNUAL ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Taxable Property. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located, (ii) whether each Assessor’s Parcel is Developed Property, Undeveloped Property, Association Property, or Excess Public Property, (iii) for Developed Property, which Parcels are Residential Property or Other Property, and (iv) the Special Tax Requirement. In addition, the Administrator shall keep a record of all Parcels for which the Maximum Special Tax has been reduced pursuant to Section C.3 of the Amended RMA as well as the resulting Maximum Special Tax for each Parcel.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAX

1. *Tax Zone 1*

Table 1 below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 at CFD Formation and all Parcels that annex into Tax Zone 1 after CFD Formation.

**TABLE 1
TAX ZONE 1
MAXIMUM SPECIAL TAXES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$0 per Unit
Other Property	\$10 per Acre
Undeveloped Property	\$10 per Acre

**On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be*

increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

2. Additional Tax Zones

If property is annexed into the CFD and a separate Tax Zone is established for such property, Maximum Special Tax rates will be identified for Taxable Property in the new Tax Zone in the Unanimous Approval Form signed by the annexing property owner.

3. Changes to the Maximum Special Tax

Prior to the First Transfer Date, the Maximum Special Tax for a Parcel of Residential Property may be reduced *once* if the Administrator determines that the Maximum Special Tax for a Parcel of Residential Property would result in a total effective tax rate, including property tax, tax overrides, and other direct special taxes and assessments, greater than the percentage of the estimated sales price specified in the Purchase Agreement. Notwithstanding the forgoing, the Maximum Special Tax shall *not* be reduced for any Parcel if such a reduction reduces debt service coverage on outstanding Bonds below the Required Coverage.

The Special Tax reduction required pursuant to this section shall be made without a vote of the qualified electors in the CFD and shall be reflected in an amended Notice of Special Tax Lien against the Parcel in question which the CFD shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit 1.

Pursuant to Section 53321 (d) of the Act, the Special Tax levied against a Parcel used for private residential purposes shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

D. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year, and the Special Tax shall be levied according to the steps outlined below.

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property within the CFD up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year determined pursuant to Section C;
- Step 2:** If additional revenue is needed after Step 1, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;
- Step 3:** If additional revenue is needed after applying the first two steps, the Special Tax shall be levied Proportionately on each Parcel of Association Property within the

CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;

Step 4: If additional revenue is needed after applying the first three steps, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Excess Public Property, exclusive of property exempt from the Special Tax pursuant to Section F below, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C.

E. COLLECTION OF SPECIAL TAX

The Special Taxes for CFD No. 2016-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section G below and provided further that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been paid and Authorized Facilities have been completed. However, in no event shall a Special Tax be levied after Fiscal Year 2080-81.

F. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on any Parcel of Public Property at CFD Formation, except as otherwise provided in the Act. A separate amount of public acreage may be exempted each time property annexes into the CFD, and such additional exemption shall only apply to property within the annexation area. A Special Tax may be levied on Excess Public Property pursuant to Step 4 of Section D; however, a public agency may require that the special tax obligation on land conveyed to it that would be classified as Excess Public Property be prepaid pursuant to Section G below.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section G:

"Final Bond Sale" means, at any point in time, the last series of Bonds issued by the CFD, which issuance uses up virtually all of the remaining capacity available from the Maximum Special Tax revenues that can be generated within the CFD, as determined by the Authority. If additional Bonds are expected to be issued after outstanding Bonds retire, the "Final Bond Sale" may not be the last series of Bonds ever issued by the CFD, but instead the last sale of Bonds that can be issued before some or all of the outstanding Bonds retire.

"Outstanding Bonds" means all outstanding Bonds issued on behalf of the CFD prior to the date of prepayment, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds

that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

The Special Tax obligation applicable to an Assessor's Parcel in the CFD may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the Authority with written notice of intent to prepay. Within 30 days of receipt of such written notice, the Authority or its designee shall notify such owner of the prepayment amount for such Assessor's Parcel.

1. Full Prepayment Prior to Final Bond Sale

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2.** Estimate the bonding capacity based on the Maximum Special Tax determined in Step 1 and an assumed bond term of 30 years using, as the interest rate for the bonding capacity calculation, the greater of (i) the current interest rate as determined by the Administrator based on discussions with industry professionals or (ii) the average true interest cost (TIC) on the Outstanding Bonds as identified by the Administrator. Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property after the proposed prepayment is less than 110% of debt service on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which 110% debt service coverage is realized.
- Step 3.** Determine the costs of computing the prepayment amount and the costs of recording any notices to evidence the prepayment (the *"Administrative Fees and Expenses"*).
- Step 4.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 2 and 3 (the *"Prepayment Amount"*).

2. *Full Prepayment After Final Bond Sale*

Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2.** Divide the Maximum Special Tax from Step 1 by the Maximum Special Tax revenues that could be collected in that Fiscal Year.
- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "Bond Redemption Amount"*).
- Step 4.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "Redemption Premium"*).
- Step 5.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 5, 6 and 7 of this prepayment formula will not apply.
- Step 6.** Compute the amount of interest the Authority reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 7.** Take the amount computed pursuant to Step 5 and subtract the amount computed pursuant to Step 6 (*the "Defeasance Requirement"*).

- Step 8.** Determine the costs of computing the prepayment amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the *"Administrative Fees and Expenses"*).
- Step 9.** If and to the extent so provided in the indenture pursuant to which the Outstanding Bonds to be redeemed were issued, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the *"Reserve Fund Credit"*).
- Step 10.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 4, 7, and 8, less the amount computed pursuant to Step 9 (the *"Prepayment Amount"*).

3. *Partial Prepayments*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of administrative fees and expenses determined in Step 3 of Section G.1 or Step 8 of Section G.2 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on an Assessor's Parcel after a partial prepayment is made is equal to the Maximum Special Tax that could have been levied prior to the prepayment, reduced by the percentage of a full prepayment (less the amount collected for administrative fees and expenses) that the partial prepayment (less the amount collected for administrative fees and expenses) represents, all as determined by or at the direction of the Administrator.

H. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority's discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

I. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT 1

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)

CERTIFICATE OF MODIFICATION OF SPECIAL TAX

1. Pursuant to Section C.3 of the Amended Rate and Method of Apportionment of Special Tax (the "Amended Rate and Method") for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) ("CFD No. 2016-1"), the Maximum Special Tax for a Parcel of Residential Property within CFD No. 2016-1 has been modified as follows:

Assessor's Parcel Number	Maximum Special Tax Fiscal Year 2016-17 *
XXX-XX-XXX	\$[] per Unit

** On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in the table above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

2. The Maximum Special Tax for Residential Property may only be modified prior to the First Transfer Date (i.e., the date of the first transfer of ownership to a private homeowner after a building permit for new construction was issued).
3. Upon execution of this Certificate by CFD No. 2016-1, CFD No. 2016-1 shall cause an amended notice of Special Tax lien for CFD No. 2016-1 to be recorded reflecting the modifications set forth herein.

The undersigned acknowledges receipt of this certificate and of the modification of the Maximum Special Tax as set forth in this Certificate. Capitalized undefined terms used herein have the meanings ascribed thereto in the Amended Rate and Method.

River Islands Public Financing Authority
Community Facilities District No. 2016-1 (River Islands Supplemental)

By: _____ Date: _____

EXHIBIT C

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

**TAX ZONE 2
MAXIMUM SPECIAL TAXES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$2,000 per Unit
Other Property	\$0 per Acre
Undeveloped Property	\$0 per Acre

** On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

EXHIBIT D

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)
ANNEXATION NO. 6**

**ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 6 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
River Islands Stage 2A, LLC	210-400-13

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