



September 26, 2019

AGENDA

CITY OF CITRUS HEIGHTS CITY COUNCIL

6:30 PM SPECIAL MEETING

7:00 PM REGULAR MEETING

City Hall Council Chambers

6360 Fountain Square Drive, Citrus Heights, CA

9-26-19 Agenda Packet

Documents:

[AGENDA PACKET.PDF](#)

CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins

PUBLIC COMMENT

Under Government Code Section 54954.3, members of the audience may address the Council on any item of interest to the public and within the Council's purview, or on any Agenda Item before or during the Council's consideration of the Item. If you wish to address the Council during the meeting, please fill out a Speaker Identification Sheet and give it to the City Clerk. When you are called upon to speak, step forward to the podium and state your name for the record. Normally, speakers are limited to five minutes each with 30 minutes being allowed for all comments. Any public comments beyond the initial 30 minutes may be heard at the conclusion of the agenda. The Mayor has the discretion to lengthen or shorten the allotted times.

CLOSED SESSION

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Christopher W. Boyd, City Manager

Employee Organizations: Citrus Heights Police Officers Association; Citrus Heights

Police Employees Association; and Unrepresented Employees (All)

ADJOURNMENT

CALL REGULAR MEETING TO ORDER

1. Flag Salute
2. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins
3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

4. Presentation By The Sacramento-Yolo Mosquito & Vector Control District

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

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CONSENT CALENDAR

It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action is requested by a Council Member.

5. SUBJECT: Resolution Authorizing SB 2 Planning Grant Application

STAFF REPORT: C. McDuffee / C. Kempenaar / M. Huber

RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, Authorizing Application for, and Receipt of, SB 2 Planning Grants Program Funds

6. SUBJECT: 2019 Pavement Management System Update – City PN 10-19-001 Award Of Contract To NCE

STAFF REPORT: S. Hodgkins / R. Cave

RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with NCE for the 2019 Pavement Management System

7. SUBJECT: Adopt Chapter 10 "Consultant Selection" Of The Caltrans Local Assistance Procedure Manual

STAFF REPORT: S. Hodgkins / L. Blomquist

RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Adopting Chapter 10 of the Caltrans Local Assistance Procedures Manual, Entitled "Consultant Selection," as the Process

for Selecting Architectural and Engineering Consultants Related to Grant Funded Transportation Projects

8. SUBJECT: Update To Purchasing Policy

STAFF REPORT: R. Rivera

RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Adopting the Updated Purchasing Policy

PUBLIC HEARINGS

REGULAR CALENDAR

9. SUBJECT: Amending Various Sections Of Chapter 18 Of The Citrus Heights Municipal Code Relating To Buildings And Building Regulations

STAFF REPORT: C. McDuffee / G. Anderson

RECOMMENDATION: Introduce for a First Reading, read by title only and waive the full reading of Ordinance No. 2019-____; An Ordinance of the City of Citrus Heights amending Chapter 18 of the Citrus Heights Municipal Code Relating to Buildings and Building Regulations and Adopting by Reference the 2019 California Administrative Code; California Building Code; California Residential Code; California Electrical Code; California Mechanical Code; California Plumbing Code; California Energy

Code; California Green Building Standards Code; and California Existing Building Code

DEPARTMENT REPORTS

10. SUBJECT: Introduction Of Citrus Heights Police Department K-9 Unit

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
Special / Regular Meeting of Thursday, September 26, 2019
City Hall Council Chambers
6360 Fountain Square Dr., Citrus Heights, CA
Special Meeting 6:30 p.m.
Regular Meeting 7:00 p.m.**

PLEASE NOTE: The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on the agenda. The City Council has established a procedure for addressing the Council. Speaker Identification Sheets are provided on the table inside the Council Chambers. If you wish to address the Council during the meeting, please complete a Speaker Identification Sheet and give it to the City Clerk. So that everyone who wishes may have an opportunity to speak, there is a five-minute maximum time limit when addressing the Council. Audio/Visual presentation material must be provided to the City Clerk's Office at least 48 hours prior to the meeting.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall located at 6360 Fountain Square Drive, Citrus Heights during normal business hours. Email subscriptions of the agenda are available online by signing up with the City's Notify Me service.

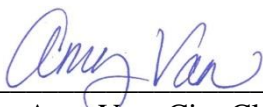
City Council meetings are televised live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems and replayed on the following Monday at 9:00 a.m. Meetings are also webcast live at www.citrusheights.net.

The Agenda for this meeting of the City Council for the City of Citrus Heights was posted in the following listed sites before the close of business at 5:00 p.m. on the Friday preceding the meeting.

1. City of Citrus Heights, 6360 Fountain Square Drive, Citrus Heights, CA
2. Rusch Park Community Center, 7801 Auburn Boulevard, Citrus Heights, CA

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office 916-725-2448, 6360 Fountain Square Drive at least 48 hours prior to the meeting. TDD: California Relay Service 7-1-1.

September 20, 2019



Amy Van, City Clerk

Please turn off all cellular phones and pagers while the City Council meeting is in session.

**SPECIAL MEETING
6:30 PM**

CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins

PUBLIC COMMENT

CLOSED SESSION

2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Christopher W. Boyd, City Manager
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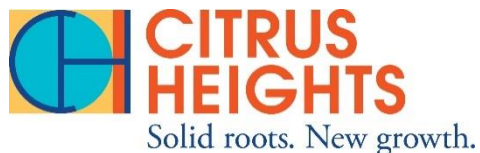
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ADJOURNMENT



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: September 26, 2019

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Colleen McDuffee, Community Development Director
Casey Kempenaar, Planning Manager
Meghan Huber, Economic Development and Communications Manager

SUBJECT: Resolution Authorizing SB 2 Planning Grant Application

Summary and Recommendation

Staff is requesting City Council approve a resolution authorizing submittal of an application for the SB 2 Planning Grant Program Fund. The grant application is due by November 30, 2019.

Motion 1: Move to adopt Resolution No. 2019-___ a Resolution of the City Council of the City of Citrus Heights, authorizing application for, and receipt of, SB 2 Planning Grants Program Funds.

Fiscal Impact

The city will receive \$310,000 from the California Department of Housing and Community Development (HCD) to fund a portion of the Sunrise Mall Specific Plan (Plan) and Environmental Impact Report (EIR). There is no fiscal impact for accepting this funding. The balance of the Plan and EIR costs will be funded by local funds.

Background and Analysis

Signed into law in 2017, SB 2 provides funding and technical assistance to all local governments in California to help prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production. The non-competitive grant application is due by November 30, 2019.

All eligible applications must document the potential of increasing housing by:

- Accelerating housing production
- Streamlining the approval of housing development affordable to owner and renter households at all income levels
- Facilitating housing affordability, particularly for lower- and moderate-income households

- Promote development consistent with the State planning priorities

The maximum grant amount is determined based on population. Based on this approach the city will receive \$310,000. The funding must be expended by June 30, 2022.

Proposed Project

On July 11, 2019, Council adopted a General Plan Amendment, requiring the development of a comprehensive plan to ensure the orderly and efficient development of the Sunrise Mall Property.

On July 12, 2019, staff released a Request for Proposals to solicit professional services for the development of a Specific Plan and associated EIR for this effort. Staff is currently evaluating the proposals to bring forth a recommended consultant and request for approval of the necessary funding to the City Council in the near future.

The Specific Plan will establish the development framework for all new development that will occur on the mall site. Staff anticipates the Specific Plan will result in a mix of complementary land uses including but not limited to, retail, housing, office, entertainment and open space.

Once adopted, the EIR will streamline approvals of new development that is consistent with the Specific Plan. The intent of this effort is to remove barriers for development of the mall property and add certainty for developers interested in developing in this area.

The SB 2 Planning Grant will fund \$310,000 of the Specific Plan and EIR. The balance of the Specific Plan and EIR effort will be from local funds. Staff has discussed the proposal with HCD staff and they have indicated that the proposal meets the intent of the funding program.

Attachments

1. Resolution 2019-___ A Resolution of the City Council of the City of Citrus Heights, Authorizing application for, and receipt of, SB 2 Planning Grants Program Funds

RESOLUTION NO. 2019 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
SB 2 PLANNING GRANTS PROGRAM FUNDS**

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP);

WHEREAS, the City Council of the City of Citrus Heights, desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, the Citrus Heights City Council hereby resolves as follows:

SECTION 1. The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$310,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$310,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Manager is authorized to execute the City of Citrus Heights Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California,
this 26th day of September 2019, by the following roll call vote:

AYES: **Council Members:**
NOES: **Council Members:**
ABSTAIN: **Council Members:**
ABSENT: **Council Members:**

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: September 26, 2019

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Stuart Hodgkins, City Engineer
Regina Cave, Operations Manager

SUBJECT: **2019 Pavement Management System Update - City PN 10-19-001
Award of Contract to NCE**

Summary and Recommendation

In June 2019, the city issued a Request for Proposals (RFP) to perform a comprehensive update to its pavement management system (PMS). Staff received a total of five (5) proposals on July 11, 2019. In accordance with standard “Qualifications Based” selection procedures, staff selected NCE of Point Richmond, CA as the top ranked consultant.

Staff recommends the City Council approve Resolution No. 2019-____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement with NCE for the 2019 Pavement Management System update.

Fiscal Impact

There is no fiscal impact to the Fiscal Year (FY) 2019/2020 Budget. The contract with NCE is for an amount not to exceed \$116,113. This figure includes two optional tasks as outlined in Table No. 1 below:

Table No 1. – Estimated Project Costs

Task	Proposed Cost
Pavement Management System Update	102,050
Task 10 Council Presentation (Optional)	6,359
Task 11 Street Scan - Street Level Imagery Survey only (Optional)	7,704
Total	\$116,113

Funding for the Project is included in the Fiscal Year 2019/2020 Budget and the 2019 – 2023 Capital Improvement Program, and will come from sources as outlined in Table No 2 below:

Table No 2. – Project Funding

Source Fund	FY 2019/2020
Road Maintenance and Rehab Account (Revenues from SB-1: Fund 206)	16,113
Gas Tax (Fund 205)	50,000
Measure A Maintenance (Fund 210)	50,000
FY Totals	\$116,113

Background and Analysis

The city completed its last comprehensive update of its PMS in 2004. At that time, the city implemented a new system based up the Street Saver pavement management software. Since that time, automated street rating technology has been developed to ensure a more accurate and objective evaluation of all streets. Additionally, the Street Saver software used to track pavement conditions has evolved greatly to become a more user-friendly web-based system that can link seamlessly with the city's geographic information system to facilitate mapping of pavement conditions citywide. Ultimately, the updated PMS will help the city better track pavement conditions and prioritize projects for its annual pavement maintenance program.

With the intent of completing a comprehensive update to the city's PMS, staff developed and issued a RFP in June 2019, to find a well-qualified pavement management consultant. Five consulting firms responded to the RFP on July 11, 2019, and after an initial review staff invited three consultants to interview with the city's evaluation team. Ultimately, the evaluation team selected NCE as the best firm to provide the desired professional engineering services.

Staff and NCE have negotiated the final agreement terms and not to exceed fee of \$102,050 for the proposed work. Base scope of services includes the automated pavement condition field survey, set up and implementation of the city's new web-based Street Saver software, and generation of a final summary report on pavement conditions in the city. Staff is also recommending the inclusion of two optional tasks. Task 10 (\$6,359) provides for a presentation of the final results to the City Council upon completion. Task 11 (\$7,704) provides for the collection of high resolution street level imagery (Street Scan), which is done concurrently with the automated pavement condition survey. The Street Scan imagery can be used at the city's discretion at a later date to assist in developing comprehensive inventories of other street assets, such as pavement striping and marking, guardrails and barricades, and street signs. The total not to exceed fee for the proposed contract with NCE is \$116,113, including the optional Task 10 and 11.

Attachments

1. Resolution 2019-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with NCE for the 2019 Pavement Management System Update.
2. Draft Consulting Services Agreement between the City of Citrus Heights and NCE for the 2019 Pavement Management System Update.

RESOLUTION NO. 2019-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH NCE FOR THE 2019 PAVEMENT MANAGEMENT SYSTEM**

WHEREAS, the City of Citrus Heights utilizes a Pavement Management System to manage roadway pavement maintenance;

WHEREAS, the current Pavement Management System, implemented in 2004, served as the basis for city's annual street resurfacing program for more than 15 years, but is now outdated;

WHEREAS, the city wishes to update its Pavement Management System software; perform a city-wide, state-of-the-art, automated pavement evaluation for all streets; and obtain street-level, high resolution imagery of various public assets, including but not limited to street signs, pavement striping and markings and guardrails and barricades;

WHEREAS, through a qualifications based selection process, city staff selected NCE as the most qualified consultant to provide the desired professional services for the 2019 Pavement Management System Update; and

WHEREAS, adequate Road Maintenance and Rehab Account (Fund 206), Gas Tax (Fund 205) and Measure A Maintenance (Fund 210) funds have been budgeted in the Fiscal Year 2019/2020 to fund these services.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights as follows:

- (A) The City Council awards the 2019 Pavement Management System Update to NCE, which was identified as the most qualified consultant to provide these services.
- (B) The City Manager is hereby authorized to execute an agreement with NCE in the amount of \$116,113.00 for the 2019 Pavement Management System Update, and that a copy of the Agreement is available and on file in the City Clerk's office and is incorporated herein by reference and made a part of this Resolution.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 26th day of September, 2019 by the following vote, to wit:

AYES: **Council Members:**
NOES: **Council Members:**
ABSTAIN: **Council Members:**
ABSENT: **Council Members:**

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF CITRUS HEIGHTS AND NCE
2019 PAVEMENT MANAGEMENT SYSTEM (PMS) UPDATE**

THIS Agreement (“Agreement”) for consulting services is made by and between the City of CITRUS HEIGHTS (“City”) and NCE (“Consultant”) (together referred to as the “Parties”) as of September 26, 2019 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on September 25, 2020 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City’s request, reassign such persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed One Hundred Sixteen Thousand, One Hundred Thirteen dollars \$(116,113), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant.

Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

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

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

- 2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements

for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. 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: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City 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 to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as

well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City 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.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
- 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
- 8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Sacramento County or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal

delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: NCE
Attn: Margot Yapp
8795 Folsom Blvd, Ste 250
Sacramento, CA 95826

City: City of Citrus Heights
Attn: General Services Dept
6360 Fountain Square Drive
Citrus Heights, CA 95621

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date.

The Parties have executed this Agreement as of the Effective Date.

CITY OF CITRUS HEIGHTS

CONSULTANT

Christopher W. Boyd, City Manager

Margot Yapp, President, NCE

Attest:

Amy Van, City Clerk

Approved as to Form:

Ryan R. Jones, City Attorney

EXHIBIT A - SCOPE OF SERVICES

City of Citrus Heights










Professional Services for the 2019 Pavement Management System Update

Project # 10-19-001



Work Plan

This project has similar characteristics to that of the County of Sacramento, some of which are listed below:

-  Both PMS were implemented more than 10 years ago
-  A comprehensive condition survey has not been performed since the original implementation
-  The StreetSaver® software was not updated during this time
-  The street network has probably multiple additions and changes e.g. new streets, capacity improvements that affect lengths and widths etc
-  Extensive maintenance history that may or may not be accurately reflected in the database
-  Increasing costs of construction that may or may not be updated in the database
-  New paving technologies that are not reflected in the StreetSaver® decision tree
-  No linkage to an existing street GIS shapefile
-  No linkage to other assets e.g. curb ramps



Key challenges will be verifying changes that have occurred since 2004. In addition, the updated version of StreetSaver® allows new assets to be linked to streets, which allows more accurate predictions of construction paving costs. Finally, if the City has not been adequately funded in the past 15 years, any significant shortfall may surprise the City Council.



As previously noted in our Project Understanding, the key challenges will be to verify all the changes that have occurred since 2004 – we anticipate that this will include changes in street geometry, adding new streets, or accurately capturing historical maintenance activities. In addition, the updated version of StreetSaver® allows new assets to be linked to streets (e.g. curb ramps), which will allow more accurate predictions of construction paving costs. Finally, if the city has not been adequately funded in the past 15 years, any significant shortfall may surprise the City Council.

Proposed Scope of Work

The following is a description of NCE's work plan for this project.

Task 1 – Project Management & Coordination

NCE will first meet with City staff to kick-off the project by reviewing the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include the following:

-  Scope of work, project schedule, budget and invoicing requirements
-  Field work
 - Scheduling and access requirements for field work
 - Public safety concerns, requirements and procedures
 - Quality Control Plan (QCP)
 - Potential validation of inventory data



- List of publicly maintained streets (as well as privately owned)
- 🗄 M&R practices, records and costs
 - 🗄 Paving or maintenance budgets
 - 🗄 GIS shapefiles/linkage
 - 🗄 Presentations to City Council or others

Prior to the kick-off meeting, NCE will prepare a detailed agenda that will be sent to City staff for review prior to the meeting. Additional meetings (estimated four additional) will be held monthly to review the work performed and to address any questions or issues that arise as the work progresses.

Deliverables:

- 🗄 Agenda and summary of meetings

Task 2 – Maintenance and Rehabilitation History

The City's historical maintenance and rehabilitation (M&R) records since 2004 will also be entered into StreetSaver®. Populating the database with M&R historical data is extremely useful for determining future treatments and predicting performance of the various pavement sections.

M&R activities include overlays, reconstructions and any surface seals. All M&R historical records must include the following information:

- 🗄 Street Name, Street and section IDs
- 🗄 Beginning and ending limits of work
- 🗄 Date and type of treatment
- 🗄 Cost of treatment (optional)

Deliverable:

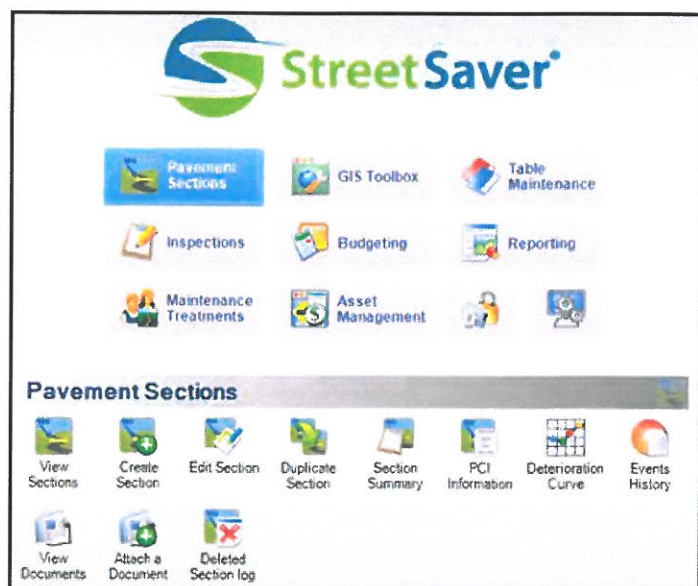
- 🗄 M&R history report



Task 3 – Update StreetSaver® Software

As noted earlier, the StreetSaver® software has undergone many updates since 2004. The current version is available online, and can be accessed by any user in the City, as long as they have an authorized login and password. This allows maximum flexibility and access to multiple functions.

New modules are also available – the GIS toolbox allows a shapefile to be easily linked (see Task 10) so maps can be generated with one click. Asset management modules are also available; most notably, curb ramps can be incorporated into the cost of paving in compliance with the ADA.



Deliverables:

- Updated StreetSaver® license (one-year)
- Updated StreetSaver® database (from v8 to online version)
- GIS shapefile uploaded and linked

Data and shapefiles can be easily exported and integrated with other software such as ArcGIS or ArcMap.

Task 4 – Pavement Condition Surveys

NCE will next perform pavement condition surveys on approximately 214 miles of pavement. The “fuel” for any pavement management engine is the surface condition data. Pavement distress provides that important set of data in determining the costs to maintain the pavement network.

We have seen considerable advancements in technology over the last ten years. The assessment of pavement condition has seen a transformation from more labor intensive manual efforts to high-speed automated surveys that combine the use of roadway sensors and digital imagery.

Our team is well positioned to collect, measure and map all pavement condition data using a sophisticated automated approach using cameras and pavement laser scanners. Our goal is to provide **accurate, repeatable and economical** pavement condition assessments. Distresses may be collected using either the StreetSaver® or ASTM D6433 protocols. As requested in the request for proposal (RFP), open longitudinal joints will be noted and recorded.

In addition, any changes in the inventory (lengths, pavement changes etc) will be noted and included in the database.

Roadway Collection Vehicle System Overview

During our roadway inspections, pavement profiling (ride quality, rutting), GPS, and surface distress data is collected continuously and seamlessly by our pavement technician team using our automated data collection vehicle which makes available a wide range of survey technologies. Our pavement distress data collection process involves the use of customized, integrated keyboards, and laser scanning which are all used to collect the type, severity, extent, start and stop points of all the StreetSaver® pavement surface distresses.

Our mobile data collection equipment and team are capable of collecting (only the first two bullets will be collected in this task):

- Pavement Surface Distress
- Pavement Profiling (Roughness / Rutting / Macrotexture)
- Positioning Spatial GPS & Linear Referencing
- 360 Right-of-way Digital Imagery and 3D LiDAR Point Cloud Data
- Mobile Collection Roadway / Roadside Asset Inventories
- Sign/Pavement Marking Reflectivity
- Roadway Cross Slope / Grade and Curvature



NCE will be responsible for providing all equipment necessary to perform this task. Should City staff personnel wish to observe NCE's crews during the surveys, we will be more than happy to accommodate them.

Note that this scope of work and condition surveys do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short-term maintenance that should be performed.



Quality Control Program

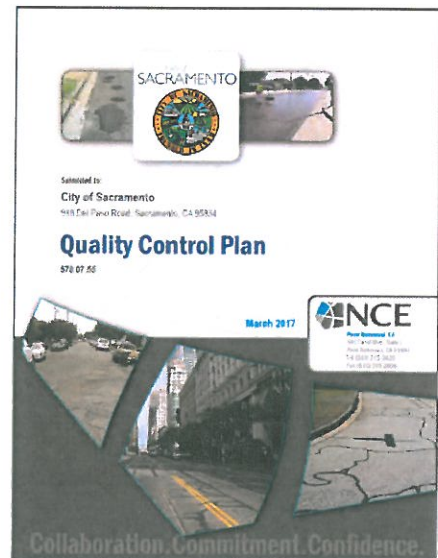
Quality control/quality assurance checks are critical when a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC component into all our projects. For this project, we have proposed the inclusion of a QC Manager, who will be responsible for:

NCE's field inspectors are certified by MTC to conduct ASTM D6433 and StreetSaver® condition surveys. They have successfully passed rigorous field and online tests.

- Calibrating all data collection activities
- Reviewing field activities, including spot checks on the field crews
- Reviewing field procedures and making changes, as-needed
- Comparing the field data collected with on-site conditions
- Reviewing all data entry functions, including random spot checks
- Reviewing reports generated and analyses performed to ensure a quality product

NCE will prepare a QC Plan that will include the following components:

- Description of condition survey procedures (distress types, severities). All procedures, changes or modifications should be well documented in the QCP so that future updates will be consistent.
- Accuracy required for data collection or acceptability criteria.
- Description of how data will be checked for accuracy, e.g., 5% re-inspections.
- A draft QC Plan will be submitted to the City for approval, and no field work will commence until a final plan has been accepted.



Data Entry

All data collected from the condition surveys will then be uploaded into the StreetSaver® databases. NCE will then perform the PCI calculations, and correct any errors found. Prior to the final upload, NCE will submit this information to City staff for approval.

Deliverables:

- Updated Inventory report

- 🔧 Pavement distress data for all paved streets
- 🔧 PCI report
- 🔧 QC Plan

Task 5 – Maintenance and Rehabilitation Strategies

NCE will next review M&R strategies with City staff. This will include the recommendation and selection of appropriate treatments and the determination of treatment unit costs. This will also be an appropriate time to review the use of new/sustainable treatments or materials, such as portland concrete cement (PCC) bonded overlays, rubberized asphalt, rubberized cape seals, microsurfacing, rejuvenators, cold-in-place recycling, full depth reclamation, warm mix asphalt, strategies for composite pavements, etc.

NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the City with solutions that are innovative, sustainable, practical, and workable. For example, we recently worked with Chula Vista to develop strategies for implementing "cool pavements".

Development of the M&R decision tree is a critical step in any pavement management update as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. NCE's experience in pavement engineering and design will allow our staff to be able to provide solutions that are practical and workable.

Since paving construction costs have increased dramatically since 2004 (as much as three times in some cases), NCE strongly recommends that this be performed prior to any budget analyses. The unit costs will have a huge impact on the City's projections or needs assessments. Therefore, NCE will review any recent bid tabs, together with those from neighboring cities, as appropriate (we have recently completed similar tasks for Rancho Cordova, Sacramento, West Sacramento, Davis, and Sacramento County so have access to recent cost data). Also, unit prices will be fully-loaded rates, and will include not just contractors' prices, but also design, inspection, and testing costs.



Deliverable:

- 🔧 Updated StreetSaver® Decision Tree

Task 6 – Financial Analysis & 5-Year Workplan







NCE will next perform a **Budget Needs** analysis using an analysis period to be determined by the City (can be as long as 30 years). This will identify M&R requirements for each street section and determines the total maintenance and rehabilitation requirements over the entire analysis period. The Needs Analysis identifies road sections that need treatment and applies the M&R decision trees to each section. The costs are then summed for the entire period. This forms the basis for performing budget scenario evaluations, which optimize the street sections for repair under constrained budgets.

In simple terms, the Budget Needs analysis answers the questions:
“If I have unlimited funding for street maintenance and repair, which streets should I fix? When should I fix them? What treatments should I apply? How much will it cost?”

The **Budget Scenarios** evaluation prioritizes sections for repair under constrained, realistic, budgetary assumptions.






This module answers the question: “If I only have limited funds for street maintenance and repair, which streets have the highest priority for repairs, when should I perform the repairs, and how much will it cost?”

NCE will perform multiple budget or target-driven scenarios after discussion with City staff. Examples of typical scenarios include:

-  Evenly distributed funding needs to reach a state of good repair
-  Impacts of existing funding levels or projected revenues based on historical trends
-  Impacts to model drops in funding
-  Impacts if there are increases in funding levels, e.g., bond measures, sales taxes
-  Funding required to maintain certain PCI levels
-  Funding to improve the PCI

Identify Rehabilitation Priorities

The financial analysis above will allow us to produce and deliver multiple rehabilitation priorities based on variables such as:





-  Different funding levels
-  Prioritization for different street classifications e.g. arterials vs residential
-  Prioritization for different geographic areas e.g. council or maintenance districts
-  Prioritization for different types of treatment strategies e.g. preventive maintenance vs reconstruction
-  Prioritization using external factors e.g. proximity to schools/hospitals/commercial retail, accessibility to buses, ADA ramps

All analyses will have an underlying assumption of utilizing the most cost-effective treatment at the right place and at the right time. NCE will discuss with City staff the different options desired and deliver different lists of streets for up to three options. The final methodology used will be discussed in the final report.

Five-Year Rehabilitation Program

Based on the final scenario desired, NCE will prepare a five-year M&R program. The selected streets will be based, as previously mentioned, on the most cost-effective treatment. However, other factors may require additional “tweaking” to the list, such as:

Utility coordination e.g. sewer or water projects that involve re-paving












-  Utility coordination e.g. sewer or water projects that involve re-paving
-  Capital improvement projects that may include paving e.g. capacity expansion, realignments
-  Project “packaging or bundling” to reduce construction mobilization costs e.g. slurry seals for an entire subdivision. The graphic to the right illustrates an example for District 3 in Sacramento
-  Corridor projects

NCE will discuss with City staff the appropriate factors to be considered in our preparation of the five-year program.



Task 7 – Final Report


Upon completion of the analyses in Task 5, NCE will prepare a draft report for the City to review. The report will contain, at a minimum, the following information:

-  Background & Study Objectives
-  Description of methodology
-  Inventory of all roads
-  Current pavement conditions for all road classes
-  Projected PCI under existing funding levels over the next five years for all road classes
-  Projected annual repair/rehabilitation programs for road maintenance for a multi-year period
-  Multi-year plan for road maintenance, resurfacing, rehabilitation and reconstruction
-  Impact of deferred maintenance (backlog) on the overall network condition
-  Recommended funding scenario
-  Recommended pavement strategies
-  GIS maps to show impacts of scenarios

NCE will deliver three hard copies of the draft report to the City for review. Upon receipt of comments on the draft report, NCE will complete the final report for submittal.

As an option, NCE will prepare an executive summary for a non-technical audience if desired (see Appendix C for a copy of the Pavement Condition Report for Sacramento). This report is prepared in InDesign and is intended for City Council and the public, and conveys the results and conclusions of this project with minimal technical details. Its chief role is to communicate the state of the street network in a succinct and clear manner.

Deliverables:

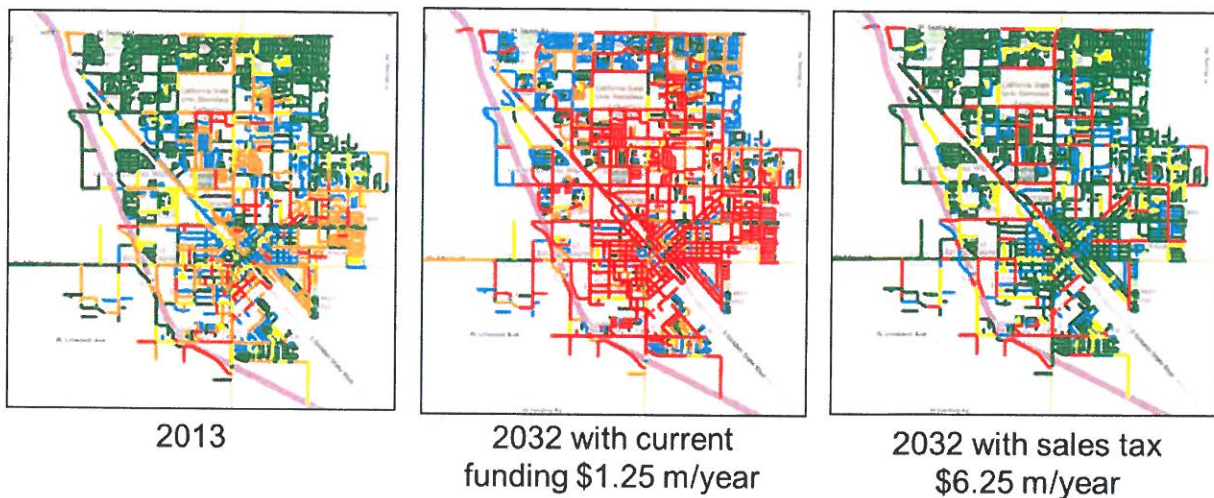
-  Draft report (1 electronic copy, 3 hard copies)
-  Final report (1 electronic copy, 3 hard copies)

Task 8 - Mapping

The latest version of StreetSaver® allows the database to be linked to a shapefile so that GIS maps can illustrate the results of the analysis. Built-in queries are available within StreetSaver® such as:

- PCI Range by street section
- Future PCI by street section
- Maintenance Treatment History
- Impacts of different budget scenarios
- Sections Selected for Treatment

Once linked, powerful maps can be generated within minutes, as shown in the example below – this illustrates the future predicted pavement condition with and without a sales tax measure (green streets are excellent, red streets are very poor/failed.)



In this task, NCE will link the City's shapefile to the StreetSaver® database and generate the desired maps. The shapefiles may be exported to ArcMap for additional editing if desired. This task assumes that the City's street centerline shapefile is complete and accurate.

Deliverables:

- GIS shapefile linked to StreetSaver® database
- Color coded PCI maps (3 copies of 4' x 4' wall maps)
- Five-Year Rehabilitation Program (3 copies of 4' x 4' wall maps)

Task 9 - Training & Technical Support

NCE will prepare and present one 6-hour training class for up to four city staff. The class will cover basic StreetSaver® software operations, including how to access the program and setup various user accounts, and an overview of the features available. Areas to be covered will include:

- Creating or editing street sections
- Entering M&R treatments
- Revising the M&R decision tree
 - Identifying treatment strategies
 - Determining appropriate unit costs
- Creating budget scenarios
 - Project selection tools
 - Target-driven analysis
 - Needs analysis



Generating reports

- Pre-defined reports
- Budgetary reports

- Custom reporting tool



GIS Mapping

All materials will be provided by NCE. It is assumed that the training will be conducted on-site and will include up to four City staff members. All training computers will be provided by the City as well as internet access. (NCE can provide training laptops at an additional cost if desired).

NCE has prepared and trained over 150 agencies in California on the StreetSaver® software. This includes developing all the training materials, ensuring interaction in the training as well as conducting the training. Training courses we have developed include Basic Computer Skills, Budgetary Analyses, How to be a Champion, GIS Linkage, Custom Report Wizard, and Project Selection. We are MTC's selected consultant to provide this training. At the end of the training, City staff will be able to perform additional funding scenarios as desired, and generate new or revise the seven-year prioritization plans.

Finally, NCE will provide up to 16 hours of as-needed, on-call technical support to address any questions that the City may have. This may include troubleshooting, preparing custom reports or analysis, or making presentations.

Deliverables:



Training manuals for City staff



16 hours technical support

Task 10- Council Presentation (Optional) This optional task is included in contract award.

As an optional task, NCE will make a presentation to City Council if desired. This may be a short (15 to 20 minutes) informational item, or could be a longer (1-2 hours) educational/advocacy workshop, depending on the County's needs. NCE has recently completed similar presentations to the City Council at Folsom, Davis, and the Board of Supervisors at Sacramento County.

NCE's value to the City is the information that we can provide from other agencies, and the results of tight budgetary constraints. We can also share the perspective of our work from the California Statewide Needs Assessment study, which included an assessment of all 540 cities and counties.

This task includes one videoconference with City staff prior to the presentation to discuss items such as the goal of the presentation, the level of knowledge and backgrounds of the audience, the number of stakeholders involved and other potential issues.

Deliverable:



PowerPoint presentation

"We have been happy with the work performed by NCE...Margot's presentation to our City Council was instrumental in getting their 'buy in' to use the Pavement Management System for our Pavement Rehabilitation programs.

*Elizabeth Chopp, P.E., Senior Engineer
City of Chula Vista*

Task 11- Asset Data Collection (Optional)

Only the collection of high-resolution imagery part of this optional task is included in contract award.

As an optional task, NCE can also collect data on non-pavement assets as part of the field surveys in Task 4. The mobile data collection units utilized can also gather high-resolution, 360-degree, geo-referenced right-of-way digital images. This mobile mapping system provides the ability to inventory infrastructure assets, such as signs, drainage and curb ramps, with a high level of accuracy. Since the field data collection is performed at the same time, considerable cost savings can be achieved. The following is a list of assets that NCE can collect.

The City can view the images using an ArcGIS plug-in available at an additional cost.

The photograph shown below is an example of the viewing software and it includes the locations that are noted on the geodatabase.

Should the City not be able to fund all desired assets at once, NCE will process the data according to the priorities set in the initial meeting as funding allows.

Road Right of Way GIS Asset Inventory / Inspection
Sign Inventory -x,y location, MUTCD code, support type, facing direction (GIS point feature class)
Sign Inspection (good/fair/poor) Visual day time method
Sign Inspection (FHWA - MUTCD Retroreflectivity) Visual Night time method
Sidewalk Inventory - length, width, type & material (GIS polyline feature class)
Sidewalk Inspection (condition assessment - good/fair/poor - trip hazards)
Sidewalk Obstructions - ADA Compliance
Curb Inventory- length, type & material (GIS polyline feature class)
Curb Inspection (condition assessment - good/fair/poor)
ADA Ramp Inventory - x,y location, type (GIS point feature class)
ADA Ramp Inspection - Compliance
Pavement Markings Inventory per MUTCD code - linear (GIS polyline feature class)
Pavement Markings Inspection (MUTCD condition assessment - good/fair/poor)
Curb Markings, x,y location, type-color, length (GIS polyline feature class)
Curb Markings Inspection (Condition assessment - good/fair/poor)
Cross Gutter Inventory (GIS polyline feature class)
Cross Gutter Inspection (Condition assessment - good/fair/poor)
Tree Inventory (size, species-up to 20 common types/includes picture), located along public road right-of-way - max count=3,000, (GIS point feature class)
Traffic Signals - (Support x/y, support type, signal head type) (GIS point feature class)
Traffic Control Cabinets - x,y location (GIS point feature class)
Street Lights - x,y location, type (GIS point feature class)
Speed hump Inventory - x,y location, type (GIS point feature class)
Storm Drain (Curb inlet) Inventory - x,y location (GIS point feature class)
Other Asset "Street Furniture" Inventory (TBD) benches, bus stops, bus pads, or other pieces of equipment installed along streets and roads for various purposes.

Deliverable:

- Updated GIS shapefile linked to ArcGIS

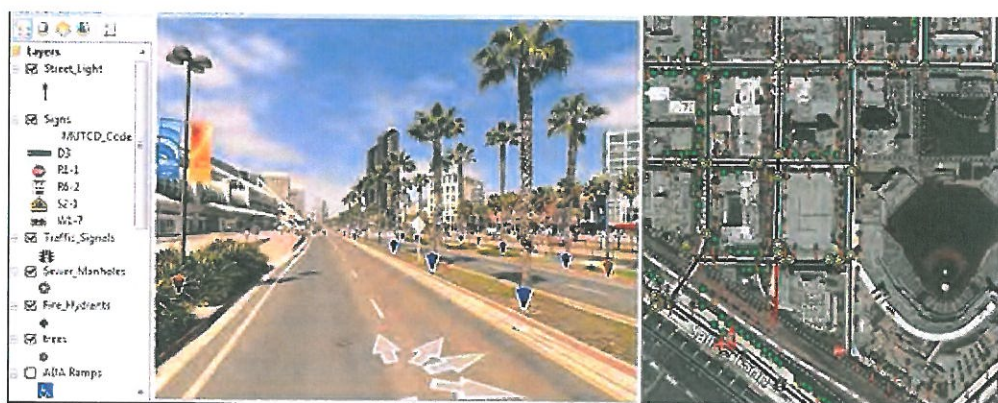


EXHIBIT B - COMPENSATION SCHEDULE

EXHIBIT B-1

City of Citrus Heights
2019 Pavement Management System (PMS) Update
Cost Proposal

LABOR COSTS																							Optional Tasks					
PROJECT STAFF	ROLE IN STUDY	Rate* (\$/hr)	Task 1 Project Management & Coordination		Task 2 Maintenance and Rehabilitation History		Task 3 Update StreetSaver Software		Task 4 Pavement Condition Surveys		Task 5 Maint. & Rehab. Strategies		Task 6 Financial Analysis & 5-Year Workplan		Task 7 Draft & Final Reports		Task 8 GIS Mapping		Task 9 Training & Technical Support		Total Hours	COST (\$)	Task 10 Council Presentation (Optional) *		Task 11 Asset Data Collection (Optional) **		Total Hours	COST (\$)
			Hrs	Cost (\$)	Hrs	Cost (\$)	Hrs	Cost (\$)	Hrs	Cost (\$)	Hrs	Cost (\$)	Hrs	Cost (\$)	Hrs	Cost (\$)	Hrs	Cost (\$)	Hrs	Cost (\$)								
Margot Yapp PE	Principal/Project Manager	105.90	6	\$ 635		\$ -		\$ -		\$ -		\$ -	8	\$ 847	4	\$ 424		\$ -		\$ -	18	\$ 1,906	8	\$ 847	See next page		8	\$ 847
Shahram Misaghi PE	Deputy Project Manager	50.50	16	\$ 808	2	\$ 101	2	\$ 101	4	\$ 202	2	\$ 101	8	\$ 404	4	\$ 202	2	\$ 101	10	\$ 505	50	\$ 2,525						\$ -
James Signore PhD PE	QC Manager/Pavt Specialist	72.34		\$ -		\$ -		\$ -	8	\$ 579	8	\$ 579	4	\$ 289	4	\$ 289	2	\$ 145		\$ -	26	\$ 1,881		\$ -				\$ -
Sharlan Dunn	Project Engineer	40.00	8	\$ 320	16	\$ 640	8	\$ 320	40	\$ 1,600	24	\$ 960	56	\$ 2,240	24	\$ 960	8	\$ 320	16	\$ 640	200	\$ 8,000	16	\$ 640			16	\$ 640
David Bivins	Senior Technician	33.00		\$ -		\$ -		\$ -	72	\$ 2,376		\$ -		\$ -		\$ -		\$ -		\$ -	72	\$ 2,376					0	\$ -
Marvin Mann	Technician	23.59		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	40	\$ 944		\$ -	40	\$ 944		\$ -			0	\$ -
Lydia Alderete	Clerical/Administrative	20.00		\$ -		\$ -		\$ -		\$ -	2	\$ 40		\$ -	8	\$ 160		\$ -	8	\$ 160	18	\$ 360	4	\$ 80			4	\$ 80
Estimated Total Direct Labor Hours/Costs			30	\$ 1,763	18	\$ 741	10	\$ 421	124	\$ 4,757	36	\$ 1,680	76	\$ 3,780	44	\$ 2,035	52	\$ 1,510	34	\$ 1,305	424	\$ 17,992	28	\$ 1,567			28	\$ 1,567
FRINGE BENEFITS (100.7% Of Direct Labor)				\$ 1,775		\$ 746		\$ 424		\$ 4,789		\$ 1,691		\$ 3,806		\$ 2,049		\$ 1,520		\$ 1,314		\$ 18,114		\$ 1,578				\$ 1,578
OVERHEAD COST (117.14% Of Direct Labor)				\$ 2,065		\$ 868		\$ 493		\$ 5,572		\$ 1,968		\$ 4,428		\$ 2,384		\$ 1,769		\$ 1,529		\$ 21,076		\$ 1,836				\$ 1,836
TOTAL INDIRECT COSTS				\$ 5,603		\$ 2,355		\$ 1,338		\$ 15,118		\$ 5,339		\$ 12,014		\$ 6,468		\$ 4,799		\$ 4,148		57,182		\$ 4,981				4,981
DIRECT COSTS																												
Reproduction, shipping, supplies, field expenses etc				\$ 650		\$ 250		\$ 400		\$ 3,130		\$ 600		\$ 1,700		\$ 1,300		\$ 500		\$ 1,900		\$ 10,430		\$ 800				\$ 800
StreetSaver license/database migration/training logins								\$ 5,500											\$ 500		\$ 6,000						\$ -	
Marker Geospatial : Semi-Automated Surveys										\$ 19,160											\$ 19,160						\$ -	
TOTAL ESTIMATED DIRECT COSTS				\$ 650		\$ 250		\$ 5,900		\$ 22,290		\$ 600		\$ 1,700		\$ 1,300		\$ 500		\$ 2,400		\$ 35,590		\$ 800		\$ -		\$ 800
FIXED FEE 10%				\$ 625.30		\$ 261		\$ 724		\$ 3,741		\$ 594		\$ 1,371		\$ 777		\$ 530		\$ 655		\$ 9,277		\$ 578				\$ 578
TOTAL COSTS				\$ 6,878		\$ 2,866		\$ 7,962		\$ 41,149		\$ 6,533		\$ 15,085		\$ 8,545		\$ 5,829		\$ 7,203		\$ 102,050		\$ 6,359		\$ -		\$ 6,359

Assumptions

Task 1 assumes one kickoff meeting and up to four monthly progress update meetings via video conference call.

Task 3 includes one year StreetSaver annual license, data migration, and GIS mapping integration fee.

Task 4 assumes semi-automated survey on City's entire street network (approx. 214 centerline miles). Includes 1/2 day training for City Staff at no additional cost.

Task 4&8 assumes City has current street centerline shapefiles.

Task 9 assumes software training for up to 4 City staff. City to provide training facility and computers. Includes 16 hours of technical support as an option

Task 11 costs are on next page based on City's list of assets desired.

* Optional Task 10 (Council Presentation) is included in this contract award.

** Optional Task 11 (Asset Data Collection), as summarized on sheet B-2 of this exhibit, is included in this contract award.

City of Citrus Heights
2019 Pavement Management System (PMS) Update
Task 11. Asset Data Collection
Cost Proposal

EXHIBIT B-2

Task 11. Asset Data Collection	Quantity	Units	\$/Unit	Total Cost	Notes
Road Right of Way Street Scan					
GPS & 360° Street Scan - Street Level Imagery Survey Collection Note: Street Survey is required for any asset inventory item below	214	Miles	\$36	\$7,704	Only this item of Task 11 is included in the contract award
Option 1. BASIC Viewing software - cloud license and ESRI Web AppBuilder Widget. Note: this is an annual fee (see url link for further product description)	1	Agency License	\$500	\$500	Marketplace.arcgis.com/Mapillary Widget (Basic) Description
Option 2. PREMIUM Viewing software - cloud license and ESRI Web AppBuilder Widget. Note: this is an annual fee (see url link for further product description)	1	Agency License	\$4,000	\$4,000	Marketplace.arcgis.com/Mapillary Widget (Premium) Description
ArcGIS Pro add-in license - add-in allows viewing capability of street-level images alongside feature class layers within ESRI ArcGIS Pro. Note: this is an annual fee (see url link for further product description)	1	per user	\$1,500	\$1,500	Marketplace.arcgis.com/Mapillary for ArcGIS Pro
Streetlevel Viewing Software Application - Training (up to 8 hours remote service)	1	Agency Training	\$1,540	\$1,540	
Road Right of Way GIS Asset Inventory/Inspection					
Sign inventory - x,y location, MUTCD code, support type, facing direction (GIS point feature class)	214	Miles	\$83.50	\$17,868	
Sign Inspection - (good/fair/poor) Visual day time method	214	Miles	\$26.50	\$5,671	
Pavement Marking inventory per MUTCD code - Linear & Stenciling (GIS polyline feature class)	214	Miles	\$68.50	\$14,659	
Pavement Marking Inspection - (good/fair/poor) Visual day time method	214	Miles	\$53.50	\$11,449	
Curb Markings, x,y location, type-color, length (GIS polyline feature class)	214	Miles	\$43.50	\$9,308	
Curb Markings Inspection - (Condition assessment - good/fair/poor) Visual day time method	214	Miles	\$34.00	\$7,275	
Guardrail & Barricades, x,y location, type-color, length (GIS polyline feature class)	214	Miles	\$23.00	\$4,922	
Roadside Assets - "Street Furniture" Inventory include Bus stops, Shelters & Benches - x,y location (GIS point feature class)	- to 214	Miles	\$32.00	\$6,847	

Assumptions

All surveys conducted on publicly accessible roadways.

Costs include a one time equipment mobilization (at the same time as the pavement survey) to/from the Citrus Heights, CA

Any condition assessment task must also include inventory task of the same item. Curb markings does not include manual QC in the event of parked cars.

Survey Imagery: At least one vehicle pass on (<=3 lane) residential/locals, and two + passes are required on Arterials/Collector (4+ lanes).

Data Collection (digital imagery/assets) along all city streets at 1-meter precision.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: _____

Title: _____

2699908.6



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: September 26, 2019

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Stuart Hodgkins, City Engineer
Leslie Blomquist, Principal Civil Engineer

SUBJECT: Adopt Chapter 10 “Consultant Selection” of the Caltrans Local Assistance Procedure Manual

Summary and Recommendation

The City of Citrus Heights manages many capital improvement projects each year, several funded with state and/or federal grants. Grant funded transportation projects are required to follow the Code of Federal Regulations (CFR). To assist with administering grant funded projects in compliance with the CFR, the California Department of Transportation (Caltrans) has prepared the Local Assistance Procedures Manual (LAPM) which guides, directs, and outlines the requirements that all cities in the State of California must follow when receiving federal or state funds on transportation projects.

Specifically, Chapter 10 of the LAPM addresses the required procedures for selection, procurement, and management of Architectural and Engineering (A&E) contracts. The city currently follows LAPM Chapter 10 procedures. However, Caltrans is now requiring local agencies to adopt Chapter 10 of the LAPM as an administrative formality as part of the compliance procedures.

Staff recommends the City Council approve Resolution No. 2019-____, a Resolution of the City Council of the City of Citrus Heights, California, adopting Chapter 10 of the Caltrans Local Assistance Procedures Manual, entitled “Consultant Selection,” as the process for selecting architectural and engineering consultants related to grant funded transportation projects.

Fiscal Impact

There is no fiscal impact to the General Fund associated with the adoption of LAPM Chapter 10. However, adopting Chapter 10 of the LAPM is required in order to receive reimbursement for A&E services on grant funded transportation projects.

Background and Analysis

The Engineering Division of the General Services Department currently manages several federal and state grant funded transportation projects including the Electric Greenway Trail Project, Mariposa Avenue Safe Routes to School Phases 3 & 4, Auburn Boulevard Complete Streets Phase 2, and several others. The city has also been informed that grant funding is recommended for additional upcoming transportation projects.

The Caltrans LAPM undergoes frequent updates, incorporating changes in federal law and procedures. A recent update to the LAPM requires local agencies to formally adopt Chapter 10 in order to remain eligible to receive reimbursement for A&E contracts associated with grant funded transportation projects. Chapter 10 sets forth requirements, rules, regulations and best practices related to the consultant selection process including, but not limited to:

- Consultant cost estimating methods and requirements;
- Minimum requirements to be included in Request for Proposals (RFPs);
- Scoring procedures;
- A written procedure for conflict of interests;
- Participation of Disadvantaged Business Enterprise (DBE) goals; and
- Allowable cost requirements.

Staff currently follows, and will continue to follow, all requirements in the LAPM for all phases of the project, including Chapter 10 for procurement of A&E contracts.

Attachments

1. Resolution 2019-____ , a Resolution of the City Council of the City of Citrus Heights, California, adopting Chapter 10 of the Caltrans Local Assistance Procedures Manual, entitled “Consultant Selection,” as the process for selecting architectural and engineering consultants related to grant funded transportation projects.
2. Link to Chapter 10, *Consultant Selection*, of the LAPM
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

RESOLUTION NO. 2019-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, ADOPTING CHAPTER 10 OF THE CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL, ENTITLED “CONSULTANT SELECTION,” AS THE PROCESS FOR SELECTING ARCHITECTURAL AND ENGINEERING CONSULTANTS RELATED TO GRANT FUNDED TRANSPORTATION PROJECTS

WHEREAS, the City of Citrus Heights, through the General Services Department, is responsible for the execution of State and Federal funded projects;

WHEREAS, provision of 23 CFR 172.5(b) requires the city develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A);

WHEREAS, 23 CFR 172.5(b)(1) requires the city to adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations;

WHEREAS, the State of California Department of Transportation (Caltrans) has developed Chapter 10 of the Local Assistance Procedures Manual (LAPM) entitled “Consultant Selection” which sets forth policies and procedures for procurements and management of contracts for engineering and design related consultant services contracts on federal and state funded transportation projects to ensure compliance with applicable Federal and State laws and regulations; and

WHEREAS, LAPM Chapter 10, Consultant Selection, describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, that the city hereby adopts Chapter 10 of the Local Assistance Procedures Manual, entitled “Consultant Selection”, and any updates thereto, as the process and procedures to be followed for the procurement of architectural and engineering consultant services for federal and state funded transportation projects.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 26th day of September, 2019 by the following vote, to wit:

AYES: **Council Members:**

NOES: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: September 26, 2019

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Ronda Rivera, Assistant City Manager

SUBJECT: Update to Purchasing Policy

Summary and Recommendation

Staff has updated the city's purchasing policy, which addresses the city's procurement process related to purchases, transfers between funds, and federal awards.

Staff recommends the City Council adopt Resolution No. 2019-____ adopting and updated Purchasing Policy.

Fiscal Impact

There is no fiscal impact associated with the updated Purchasing Policy.

Background and Analysis

The City of Citrus Heights' current Purchasing Policy was adopted in December 2016. Best practices call for staff to review policies and procedures and recommend updates as necessary. The recommended updates to the Purchasing Policy include administrative changes and further clarification of types of solicitations, and Federal procurement related to Federally funded projects and purchases.

Attachments: (1) Resolution No. 2019 Adopting an Updated Purchasing Policy
Exhibit A. Proposed Purchasing Policy (Clean Version)

RESOLUTION NO. 2019- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, ADOPTING AN UPDATED PURCHASING POLICY**

WHEREAS, Government Code Sections 54201 et seq. govern purchasing by local governmental bodies and requires that every local agency adopt policies and procedures to govern their purchases of supplies and equipment;

WHEREAS, the Purchasing Policy was revised, in part, to bring it up to date with current purchasing standards established by state law; and

WHEREAS, the City Council now desires to institute the revised Purchasing Policy.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights that the Purchasing Policy on file in the City Clerk's Office is hereby adopted as the Purchasing Policy governing all purchases made by employees of the City of Citrus Heights.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 26th day of September 2019, by the following vote, to wit:

AYES: **Council Members:**
NOES: **Council Members:**
ABSTAIN: **Council Members:**
ABSENT: **Council Members:**

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk

Exhibit

A. Proposed Purchasing Policy (Clean Version)

City of Citrus Heights

Purchasing Policy

_____ **2019**

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SCOPE OF POLICY

The provisions of this policy shall apply to:

- (a) All contracts funded by the City of Citrus Heights for research and development, professional studies, design and engineering, construction and construction-related matters, to the extent allowed by applicable law. Professional services shall not include the services of physicians and attorneys.
- (b) The purchase of goods and services.
- (c) Transfers between funds.
- (d) The disposition of surplus property.
- (e) Federally funded projects and purchases.

OVERVIEW OF THE PURCHASING PROCESS

The purchasing process is centralized (the Purchasing Agent coordinates purchases) for the following goods and services: computer hardware and software, and phones. The purchasing process is decentralized (the Initiator, the person or department requesting the merchandise or service, seeks out potential vendors, obtains the bids, and interacts with the vendor) for all other goods and services. The Purchasing Agent/Initiator is responsible for assuring that adequate budgeted funds are available. A purchase order may be requested from the Administrative Services Department. The Purchasing Agent/Initiator checks receipt of the merchandise or service. Approved invoices are forwarded to Finance for payment. Staging of purchases, also known as bid splitting, in order to avoid bidding procedures or authorization limits is prohibited. For projects that are not federally funded, a 5% bid evaluation-pricing preference will be given to businesses based in Citrus Heights. For procurement, information regarding projects and purchases funded with Federal funds see the section titled Federal Procurement. Each department is responsible for establishing a system of checks and balances throughout the purchasing process to help deter possible fraudulent activity.

PURCHASING AGENT

The Purchasing Agent shall be the Assistant City Manager and shall provide a quarterly summary report to the City Manager of purchases made. The Purchasing Agent is responsible for overseeing the procurement of centralized goods and services, the administration of the Purchasing Policy and the management of surplus City property.

GIFTS AND UNAUTHORIZED PURCHASES

City employees, officers or officials are not entitled to any special consideration from vendors and merchants in their personal affairs nor are such city employees, officers, or officials to attempt to procure materials for the personal use of any other person. City employees, officers or officials shall not solicit or accept gifts except for those items that can be shared by all staff such as food and flowers. Such persons shall comply with all state conflict of interest laws including Government Code Section 1090, the Political Reform Act, and FPPC regulations. Except for emergencies or other authorized exemption, no purchases shall be made without specific authorization as outlined in this policy. The person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

PURCHASING AUTHORIZATIONS

The following authorization limits apply to all purchases except Public Works Projects, which are covered by the Public Contract Code Section 20161, et seq., and the provisions in this policy below. See “Special Types of Purchases” (below) for additional information. Public Works Projects purchasing authorizations and information are listed at the end of this document.

Formal Bid – purchases more than \$50,000

Authority to award – City Council.

Formal bid or Request for Proposal process is required.

Award to the lowest cost, responsive, responsible bidder. In the event of a tie, award to the business located in Citrus Heights.

Staging of purchases (i.e., bid splitting) in order to avoid authorization limits is prohibited.

Formal Bid – purchases more than \$25,000 and up to \$50,000

Authority to award – City Manager or designee.

If possible, quotes must be received from three competitive sources.

Award to the lowest cost, responsive, responsible bidder. In the event of a tie, award to the business located in Citrus Heights.

Staging of purchases (i.e., bid splitting) in order to avoid authorization limits is prohibited.

Open Market (Informal Bid) – purchases more than \$5,000 and up to \$25,000

Authority to award – Department Directors or designee.

If practical, quotes must be received from three competitive sources.

Award to the lowest cost, responsive, responsible bidder. In the event of a tie, award to the business located in Citrus Heights.

Staging of purchases (i.e., bid splitting) in order to avoid authorization limits is prohibited.

Small Purchases – purchases of \$5,000 or less

Authority to award – Department Director or authorized designee.

Seek competitive quotations when feasible or rotate awards to local vendors.

Award to the lowest cost, responsive, responsible bidder. In the event of a tie, award to the business located in Citrus Heights.

TYPES OF SOLICITATIONS

Requests for Bids (RFB)

An RFB is a request to vendors to submit an offer or quote for specific, defined goods or products. An RFB should be used when seeking fixed prices for goods with known specifications (e.g. Dell Computers). RFBs must be posted on the City’s website.

Requests for Proposals (RFP)

An RFP is a request to vendors to submit a proposal for goods or services for which the exact specifications or methodology of providing the desired goods or services is not defined. An RFP is generally used for more complex goods or services purchases. RFPs allow for consideration of factors other than price, including the qualifications of the vendor and the vendor's ability to perform. RFPs must be posted on the City's website.

Requests for Qualifications (RFQ)

An RFQ is a request for a statement of qualifications for a certain class of vendors or consultants. RFQs are used to develop On-call or Master Agreements. RFQs must be posted on the City's website.

SPECIAL TYPES OF PURCHASES

Purchases requiring Competitive Sealed Bids

Purchases requiring Competitive Sealed Proposals

Contracting for Professional Services

Cooperative Purchasing

Sole Source Purchasing

Open (Blanket) Purchases

Petty Cash Reimbursement

Credit Card Purchases

Emergency Purchases

Other Purchases

Purchases requiring Competitive Sealed Bids

- (a) All contracts greater than \$50,000 shall follow the Formal Bid process and be awarded by competitive sealed bidding. The City Manager is authorized to award contracts up to \$50,000. City Council approval is required for awards greater than \$50,000. Contracts shall not be staged or separated into smaller units or segments solely for the purpose of evading competitive bidding requirements.
- (b) Competitive Sealed Bidding Process.
 - (1) Invitation and Notice: An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. Adequate public notice of the invitation for bids shall be given not less than ten (10) calendar days prior to the date set forth therein for the opening of bids for contracts under \$50,000 and (thirty) 30 days for contracts over \$50,000. Such notice may include publication in a newspaper of general circulation a reasonable time prior to bid opening. The public notice and all invitations to bid shall state the place, date and time of bid opening and shall state that the bids should be submitted to the City Clerk or designee of the City Clerk. The notice will indicate whether a pre-bid walk through is required.
 - (2) Bid Opening: Bids shall be opened publicly in the presence of one or more witnesses at the place and not earlier than the time designated in the invitation for bids. The amount of each bid and such other relevant information as the City deems appropriate, together with the name of each bidder shall be open to public inspection in accordance with the policy.

- (3) Bid Evaluation and Acceptance: Bids received at or prior to the time set for bid opening shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.
- (4) Correction or Withdrawal of Bids: Subject to any provisions of federal or state granting authorities to the contrary, correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, shall be in accordance with this section. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, no corrections to bid or provisions shall be permitted but, in lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
- (A) The mistake is clearly evident on the face of the bid document; or
 - (B) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.
- All decisions to permit the correction or withdrawal of bids shall be supported by a written determination made by the City.
- (5) Award: The contract shall be awarded by appropriate written notice to the lowest cost, responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
- (c) Multi-Step Sealed Bidding: When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
- (d) Cancellation of Invitations: An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation. Each solicitation issued by the City shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part at the City's discretion with or without a showing of good cause.
- (e) Determination of Non-responsibility: If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the City Manager or his or her delegate. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the contract file and be made a public record.

- (f) Use of Subcontractors: All contracts between the City of Citrus Heights and its consultants, vendors, and contractors shall state that “should you (the consultant, vendor, or contractor) utilize subcontractors, vendors or consultants to fulfill this contract with the City, you agree to use all reasonable efforts to include Citrus Heights-based businesses in your bidding processes.”
- (g) Bid and Payment Bonds: Bid and payment bonds or other security may be requested for supply contracts or service contracts, as the City Attorney deems advisable to protect the City’s interests. Any such bonding requirements shall be set forth in the solicitation. Bid or payment bonds shall not be used as a substitute for a determination of a bidder’s or an offeror’s responsibility.

Purchases requiring Competitive Sealed Proposals

- (a) When the City determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by use of the competitive sealed proposals method.
- (b) Competitive Sealed Proposals Process.
 - (1) Request for Proposals and Notice: Proposals shall be solicited through a request for proposals. Adequate public notice of the request for proposals shall be given in the same manner as provided for Competitive Sealed Bids; provided, the minimum time shall be fifteen (15) calendar days for contracts in the amount of \$50,000 or less and thirty (30) calendar days for contracts in the amount of more than \$50,000.
 - (2) Evaluation Factors: The request for proposals shall state the relative importance of price and other evaluation factors.
 - (3) Interviews with Responsible Offerors and Revisions to Proposals: As provided in the request for proposals, interviews may be conducted with responsible offerors whose proposals are responsive to the request for proposals for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.
 - (4) Award: Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation facts set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.
- (c) Cancellation of Invitations: See “Competitive Sealed Bids” (d) above.
- (d) Determination of Non-responsibility: See “Competitive Sealed Bids” (e) above.(e)
 Bid and Payment Bonds: See “Competitive Sealed Bids” (g) above.
- (f) Use of Subcontractors: See “Competitive Sealed Bids” (h) above.

Contracting for Professional Services

- (a) For the purpose of procuring the services of accountants, architects, engineers and other professionals, the City department or agency using such a professional may award a

contract for service in accordance with the purchasing authorizations and limitations of this policy. Special consideration for design/architect services is noted in (b)(4) below.

(b) Selection Procedure.

- (1) Request for Qualifications and Notice: Adequate notice of the need for the desired professional services shall be given by the City through a request for qualifications. The request for qualifications shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.
 - (2) Statement of Qualifications: Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. The City may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.
 - (3) Interviews: The Director of the City department or agency or his or her designee using the professional services may conduct interviews with any offeror who has submitted a statement of qualifications for the purpose of ranking the qualifications of the offerors, based on the evaluation factors set forth in the request for qualifications. Interviews shall not disclose any information derived from statements submitted by other offerors.
 - (4) Award: Award shall be made to the offeror determined to be the best qualified based on the evaluation factors set forth in the request for qualifications, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best-qualified offeror, then negotiations will be formally terminated with the selected offeror. If statements were submitted by one or more offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable. In the case of design/architect services, the city will pick the most qualified candidate and THEN open the price envelope and negotiate price.
- (c) Cancellation of Invitations: See "Competitive Sealed Bids" (d) above.
- (d) Determination of Non-responsibility: See "Competitive Sealed Bids" (e) above.
- (e) Use of Subcontractors: See "Competitive Sealed Bids" (g) above.
- (f) Bid and Performance Bonds: See "Competitive Sealed Bids" (H) above.

Cooperative Purchasing

The City Manager is authorized to enter into cooperative purchasing arrangements with other governmental entities without separate competitive bidding by the City if a governmental agency has solicited bids and awarded a contract for services or materials which the City desires to obtain, and participation in such a purchase is agreeable to the bidder awarded the contract and the City Manager finds that participation in such group purchasing agreement is for the benefit of the City.

Sole Source Purchasing

A contract may be awarded without competition when the City determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service or construction item. The City Manager or his or her designee shall conduct

negotiations, as appropriate, as to price, delivery and terms. A statement of the basis for the sole source determination shall be placed in the contract file.

Open (Blanket) Purchases

Open procurement can be used when very similar goods or services are purchased frequently during the year. Generally, the individual purchases are small in relation to the total amount authorized. Authority to determine whether open procurement is appropriate rests with the City Manager. Examples are dead animal removal and office supplies. Bids and approvals must be obtained annually using the same criteria as for a single item purchase order.

Petty Cash Reimbursement

The Petty Cash Fund is used to reimburse purchases which were originally paid out-of-pocket by a City official or employee. Mileage reimbursement is also paid from the Petty Cash Fund at the Internal Revenue Service's standard mileage rates. Petty Cash reimbursements will either be paid in cash or by check, depending on the amount. Reimbursement requests less than \$50 will be paid in cash. Reimbursement requests greater than \$50 will be paid by check on the next accounts payable check date.

Credit Card Purchases

Each Department Director will be responsible for the credit cards issued in their department. Only a Department Director can request a new CAL-Card, using the CAL-Card Request Form. The credit card can only be used for authorized transactions.

- (a) Credit card purchases are limited to Small Purchases only. Guidelines and conditions for small purchases as set forth in this policy will be as follows:

The credit card shall **not** be used for:

- (1) Cash advances,
 - (2) Alcoholic beverages,
 - (3) Gambling or betting,
 - (4) Securities or insurance,
 - (5) Political or religious organizations,
 - (6) Tax payments,
 - (7) Court costs, fines, bail or bond payments,
 - (8) Lease or rental items
- (b) Credit cards are issued to individual employees and are to be used for official City business only. No personal transactions are allowed. Credit cards belong to the City and can be cancelled or revoked at any time at the discretion of the City Manager.
 - (c) Credit cards should only be used if a check request is not practical.
 - (d) The Cardholder's purchasing limit is determined according to specific needs and will be set by the Department Director and approved by the City Manager.
 - (e) Prior to receiving a credit card from the CAL-Card Administrator (Finance Manager), the employee must sign "Acknowledgement of Receipt of City Bank Card". By signing this form, the employee acknowledges:
 - (1) receipt of card,
 - (2) purchasing limits,
 - (3) and understands the rules/guidelines of the credit card portion of the Purchase Policy.

- (f) Each cardholder is to maintain and attach a CAL-Card Description Form to their monthly statement. Maintaining and submitting this form is mandatory.
- (g) It is the responsibility of the employee to furnish receipts for all credit card purchases.
- (h) CAL-Cards may be used for travel expenses such as meals not provided by the conference/seminar (meal expenses including gratuity must not exceed the Maximum Federal Rate), parking expenses, and fuel for a rental vehicle.
- (i) If there is a missing receipt and/or missing detail it is required that the employee write a memorandum, addressed to the City Manager providing information of the missing receipt and/or detail. Payment for purchases without receipts may become the responsibility of the employee.
- (j) The Approving Official (Department Director) shall be responsible for receiving statements from Cardholder whom they have authority each month. Approving Officials are responsible for reviewing the statements, assuring all purchases are authorized and comply with the Purchasing Policy, signing and forwarding the statements and backup by the 15th of the month to the Finance Division.
- (k) Should an employee lose or have his/her credit card stolen, it is their responsibility to contact the credit card company immediately. Also, they must notify their supervisor in writing one (1) working day after discovery. The supervisor must also notify the Purchasing Agent as soon as possible.
- (l) The cardholder is responsible for returning the CAL-Card to their Department Director upon termination.

Emergency Purchases

Notwithstanding any other provisions of this chapter, the City may make emergency purchases of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. In the case of contracts less than \$50,000, this determination shall be made by the City Manager and, in the case of contracts in the amount of \$50,000 or more, this determination shall be made retroactively by the City Council.

Other Purchases

Certain purchases are not readily adaptable to the open market and formal bidding process. These purchases are generally for items where the competitive bid process or obtaining quotes is not applicable or where a check is required to accompany the order. Following is a list of allowable exceptions:

- (1) Advertisement and Notices
- (2) Courier/Deliverer/Messenger
- (3) Emergency Fuel Purchases
- (4) Insurance Claims and Premiums
- (5) Medical Payments (Physicians, lab)
- (6) Membership Dues
- (7) Court Fee
- (8) Payments to Other Governmental Units
- (9) Petty Cash Replenishment

- (10) Property Rentals
- (11) Lease of Real Property
- (12) Real Property/Easement Acquisition
- (13) Subscriptions
- (14) Trade Circulars or Books
- (15) Travel Expense/Advances

OPPORTUNITIES FOR CITRUS HEIGHTS AND SMALL DISADVANTAGED BUSINESS ENTERPRISES

- (a) It is the policy of the City of Citrus Heights to ensure full and equitable opportunities for Citrus Heights and Small Disadvantaged Business Enterprises to participate as contractors in the provision of goods and services to the City. Policies and programs that enhance the opportunities and entrepreneurial skills of Citrus Heights and Small Disadvantaged Business Enterprises will best serve the public interest because the growth and development of such businesses will have a significant positive impact on the economic health of the City.
- (b) On projects that are not Federally Funded, it is the City of Citrus Heights' policy that a 5% bid evaluation pricing preference be given to businesses located within its City limits. The public interest is also served by continuing to encourage businesses to locate and remain in Citrus Heights.
- (c) Initiators will make it a priority to seek vendors that are members of the Citrus Heights Chamber of Commerce and other Chambers that encourage diversity in the private sector.

SURPLUS SUPPLIES AND EQUIPMENT

- (a) Surplus property is used to generically describe any City property that is no longer needed or useable by the holding department. The Purchasing Agent or designee has the authority to declare item(s) with a market value of less than \$10,000 surplus. Items with a market value greater than \$10,000 will be formally declared surplus by the Council. Each department shall periodically review its equipment, material, and inventory, and shall promptly notify the Purchasing Agent of any surplus property.
- (b) The Purchasing Agent or designee shall determine or approve one of the following methods of disposition that is most appropriate and in the best interest of the City:
 - (1) *Transfer to Another Department*: Surplus property may be transferred between City departments.
 - (2) *Trade-In*: Property declared as surplus may be offered as a trade-in credit toward the acquisition of new property. All trade-in offers will be submitted to the Purchasing Agent for review and approval.
 - (3) *Disposal*: The Purchasing Agent may offer surplus property for sale. All surplus property is for sale "as is", with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability of the property offered for sale. Appropriate methods of disposal are as follows:
 - (A) *Public Auction*: Surplus property may be sold at public auction. City staff may conduct Public Auctions, use internet auction sites, or the City may contract with a professional auctioneer.

(B) *Sealed Bids*: Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.

(C) *Selling for Scrap*: Surplus property may be sold as scrap if the Purchasing Agent deems that the value of the raw material exceeds the value of the property as a whole.

(D) *Negotiated Sale*: Surplus property may be sold outright if the Purchasing Agent determines that only one known buyer is available or interested in acquiring the property.

(E) *No Value Item*: Where the Purchasing Agent determines that specific supplies or equipment are surplus and of minimal value to the City due to spoilage, obsolescence of other cause or where the Purchasing Agent determines that cost of disposal of such supplies or equipment would exceed the recovery value, the Purchasing Agent shall dispose of the same in such manner as he or she deems appropriate and in the best interest of the City.

- (c) Proceeds from the sale or trade-in of surplus property shall be returned to the appropriate fund.

PUBLIC WORKS PROJECTS

- (a) Public works projects over \$5,000 are subject to bidding and other requirements set forth by statutes, including Public Contract Code Section 20161, et seq. "Public works contracts" include contracts for a project for the erection, improvement, painting, or repair of public buildings and works; work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow; street or sewer work, except maintenance or repair; and furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers.
- (b) Public works projects over \$1,000 are subject to prevailing wage law, consistent with Labor Code Section 1720, et seq. "Public works contracts" for the purpose of prevailing wage law are defined as the construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds. Public Works contractors are required to register with the Department of Industrial Relations pursuant to the Labor Code.
- (c) Most of the public contracting statutes are contained in the California Public Contract Code. Other sources of public contracting statutes can be found in The Public Resources Code, Business and Professions Code, Civil Code, Government Code, Labor Code, and the Code of Regulations.

FEDERAL PROCUREMENT

- (a) **Purpose and Applicability.** This section pertains to Federally funded projects and purchases. The purpose of this section is to ensure compliance with all applicable Federal requirements when Federal money is being expended by the City. To the extent that any provisions of this policy are inconsistent with any other City regulations, the provisions of this policy shall prevail with respect to Federally-funded procurements. If any provisions of this policy become inconsistent with Federal requirements, whether due to a change in Federal law or regulations, through judicial precedent, or for any other reason, the City shall not be required to comply with the inconsistent provision.
- (b) **Solicitation Procedures**
- (1) Acquisition of unnecessary or duplicative items must be avoided. Consideration

should be given to consolidating or dividing procurements to obtain a more economical purchase. When appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. (2 CFR §200.318(d)).

- (2) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the City shall enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. (2 CFR §200.318(e)).
- (3) Procuring Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs shall be utilized. (2 CFR §200.318(f)).
- (4) Value engineering clauses may be used in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. (2 CFR §200.318(g)).
- (5) Contracts shall only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (2 CFR §200.318(h)).
- (6) Records will be maintained sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The City Clerk will be the repository for said records and shall be maintained in accordance the City's records retention schedule. (2 CFR §200.318(i)).
- (7) Time and material type contracts as defined by may be used only after a determination that no other contract is suitable. Time and material type contract means a contract where the cost to the City is the sum of the actual cost of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expense, and profit. Each time and material contract will set a ceiling price that the contractor exceeds at its own risk. A higher degree of oversight is required in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. (2 CFR §200.318(j)).
- (8) The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. (2 CFR

§200.318(k)).

(c) **Competition**

In compliance with the policy stated in 2 CFR §200.319, all procurement transactions must be conducted in a manner providing full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals will be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process. (2 CFR §200.319(a)).

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. (2 CFR §200.319(b)).

All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standard to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used as a means to define the performance or other relevant requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. (2 CFR §200.319(c)(1)).

Bids and proposals shall identify all the requirements which the offerors must fulfill and all other factors to be used in evaluation bids or proposals. (2 CFR §200.319(c)(2)).

- (d) **Methods of Procurement.** In addition to the City's purchasing provisions, one of the following methods should be used for purchasing and procurement:

- (1) **Micro-purchase:** Purchases where the aggregate dollar amount does not exceed \$3,000, or the current limitation set by the Federal Acquisition Regulation at 48 CFR §2.101, where this threshold is periodically adjusted for inflation. (2 CFR §200.320(a); 2 CFR §200.67). To the extent practicable, the City will distribute micro-purchases equitably among qualified suppliers.
- (2) **Small purchase:** Purchases up to the Simplified Acquisition threshold, which is currently \$150,000. Informal purchasing procedures are acceptable, but price or rate quotes must be obtained from an adequate number of sources. (2 CFR §§200.320(b), 200.88; 2 CFR Part 200 Appendix II (A).)
- (3) **Sealed bid:** Purchases over the Simplified Acquisition threshold, which is currently \$150,000. (2 CFR Part 200 Appendix II (A).) Under this purchase method, formal solicitation is required, and the fixed price (lump sum or unit price) is awarded to the responsible bidder who conformed to all material terms and is the lowest in price. (2 CFR §200.320(c)).
 - (a) This method is the preferred procurement method for construction contracts, if the following conditions apply:
 - (1) A complete, adequate, and realistic specification or purchase description is available;
 - (2) Two or more responsible bidders are willing and able to compete effectively for the business, and,
 - (3) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.
 - (b) If this method is used, the following requirements shall apply:
 - (1) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date for opening the bids; (2 CFR §200.320(c)(2)(i)).
 - (2) The invitation for bids, which will include any specifications and pertinent attachments, must define the terms or services in order for the bidder to properly respond; (2 CFR §200.320(c)(2)(ii)).
 - (3) All bids will be publicly opened at the time and place prescribed in the invitation for bids; (2 CFR §200.320(c)(2)(iii)).
 - (4) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. (2 CFR §200.320(c)(2)(iv)). Where specified in bidding documents, factors such as discounts will only be used in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (5) Any or all bids may be rejected if there is a sound documented reason. (2 CFR §200.320(c)(2)(v)).
- (4) **Competitive proposals:** Purchases over the Simplified Acquisition threshold, which is currently \$150,000. (2 CFR Part 200 Appendix II (A).) This procurement method requires formal solicitation, fixed-price or cost-reimbursement contracts, and is used when sealed bids are not appropriate. The

contract should be awarded to the responsible firm whose proposal is most advantageous to the program, with price being one of the various factors. (2 CFR §200.320(d)). If this method is used, the following requirements apply:

- (a) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practicable; (2 CFR §200.320(d)(1)).
- (b) Proposals must be solicited from an adequate number of qualified sources; (2 CFR §200.320(d)(2)).
- (c) The methods for conducting technical evaluations of the proposals received and for selecting recipients may include, but not limited to: oral interviews, references, past performance, availability to perform work, and certifications as determined by project scope. Any response that takes exception to any mandatory items in this proposal process may be rejected and not considered; (2 CFR §200.320(d)(3));
- (d) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; (2 CFR §200.320(d)(4)) and,
- (e) Competitive proposal procedures may be used for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort. (2 CFR §200.320(d)(5)).

(5) **Noncompetitive proposals:** Also known as sole-source procurement, this may be appropriate only when one or more of the following criteria are met:

- (a) The item is available only from a single source;
- (b) The public emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (c) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (d) After solicitation of a number of sources, competition is determined inadequate. (2 CFR §200.320(f)).

(e) **Contract Cost and Price.** A cost or price analysis shall be performed in connection with every procurement action in excess of the Simplified Acquisition threshold (currently \$150,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the procurement situation, but as a starting point, independent estimates shall be made prior to receiving bids and proposals.

- (1) Profit shall be negotiated as a separate element of the price for each contract in which there is a no price competition and in all cases where cost analysis is

performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- (2) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under Subpart E- Cost Principles of Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (3) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall be used. (2 CFR §200.323)

(f) **Federal Awarding Agency or Pass-Through Entity Review.**

- (1) The City shall make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the City desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (2) The City will make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (a) Procurement procedures or operations fails to comply with the procurement standards in this part;
 - (b) The procurement is expected to exceed the Simplified Acquisition Threshold (\$150,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (c) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (d) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (e) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (3) The City is exempt from the pre-procurement review in paragraph 2 of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (4) The City may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets

these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

- (5) The City may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the City that it is complying with these standards. The City must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review. (2 CFR § 200.324).

- (g) **Bonding Requirements.** For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (\$150,000), the Federal awarding or pass-through entity may accept the bonding policy and requirements of the City provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the times specified;
- (2) A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and,
- (3) A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. (2 CFR § 200.325).

- (h) **Contracting with small and minority business, women's business enterprises, and labor surplus area firms.** All necessary affirmative steps will be taken to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the

Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- (i) **Contract Provisions.** In accordance with 2 CFR §200.326, contracts with a Federal funding source must include the following compliance provisions, as applicable:
- (1) **Equal Employment Opportunity-** All contracts, when funded in whole or partly by monies derived from the Federal government (either directly or indirectly), shall contain a provision requiring compliance with Executive Order No. 11246 (Equal Employment Opportunity), as amended by Executive Order No. 11375 (requires nondiscrimination in contracting) and as supplemented in U.S. Department of Labor regulations. (2 CFR pt. 200 Appendix II(C)).
 - (2) **Remedies** – Contracts in excess of \$150,00 must contain provisions or conditions that will allow for administrative, contractual or legal remedies in instances when contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (2 CFR pt. 200, Appendix II(A)).
 - (3) **Termination** – All contracts in excess of \$10,000 must address termination for cause and convenience by the City, including the manner by which it will be effected and the basis for settlement. (2 CFR pt. 200, Appendix II(B)).
 - (4) **Record Retention** – Contractors must be required to maintain all requisite records for 3 years after the City makes a final payment, unless a specific exception applies. (2 CFR §200.333). Contracts must contain a provision that the City, the federal grantor agency, the U.S. Comptroller General or any of their duly authorized representatives must have access to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract, for purposes of making audits, examinations, excerpts and transcripts. (2 CFR §200.336).
 - (5) **“Anti-Kickback”** - Applies to construction or repair contracts in excess of \$2,000. It prohibits kickbacks in construction contracts funded with Federal monies. Contractors and subcontractors or subrecipients shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled and suspected or reported violations shall be immediately reported to the Federal awarding agency. (18 USC §874; 2 CFR pt. 200, Appendix II(D), 29 CFR pt. 3).
 - (6) **Davis-Bacon Act-** Applies to construction contracts in excess of \$2,000. It requires contracts to pay laborers and mechanics wages not less than the prevailing wage as determined by the Secretary of Labor and must be required to pay wages not less than once a week. Each bid solicitation published by the City must contain the current prevailing wage determination. Any award of the contract must be conditioned on contractor’s acceptance of that wage determination and suspected or reported violations of this act shall be immediately reported to the Federal awarding agency. (40 CFR §3141 et seq.,

2 CFR pt. 200, Appendix II(D), 29 CFR pt. 5.)

- (7) **Contract Work Hours & Safety Standards** – When applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with the Contract Work Hours and Safety Standards Act, 40 USC §§3702, 3704; 2 CFR pt. 200, Appendix II(E)).
- (8) **Environmental Law Compliance** - Applies to contracts and sub grants in excess of \$150,000. Contractor shall be required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7606) and the Clean Water Act. (42 USC §1368). Suspected or reported violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR pt. 200, Appendix II(G)).
- (9) **Debarment and Suspension**- Contracts funded with Federal grant monies may not be awarded to contractors that have been debarred or suspended from receiving Federal monies pursuant to the System for Award Management (SAM). (2 CFR §180).
- (10) **Byrd Anti-Lobbying Amendment**- Contractors that apply or bid for an award of \$100,000 must certify that they will not and have not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. (31 U.S.C. §1352).

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

STATEMENT OF POLICY

It is the policy of Citrus Heights to:

- (1) institute practices that reduce waste by increasing product efficiency and effectiveness,
- (2) purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and
- (3) purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests.

PURPOSE

This Policy is adopted in order to:

- (1) conserve natural resources,
- (2) minimize environmental impacts such as pollution and use of water and energy,
- (3) eliminate or reduce toxics that create hazards to workers and our community,
- (4) support strong recycling markets,
- (5) reduce materials that are landfilled,
- (6) increase the use and availability of environmentally preferable products that protect the environment,
- (7) identify environmentally preferable products and distribution systems,

- (8) reward manufacturers and vendors that reduce environmental impacts in their production and distribution systems or services,
- (9) create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.

SPECIFICATIONS

Source Reduction

- (1) Citrus Heights shall institute practices that reduce waste and result in the purchase of fewer products whenever practicable and cost-effective, but without reducing safety or workplace quality.
- (2) Citrus Heights shall purchase remanufactured products such as laser toner cartridges, tires, furniture, equipment and automotive parts whenever practicable, but without reducing safety, quality or effectiveness.
- (3) Citrus Heights shall require all equipment bought after the adoption of this policy to be compatible with source reduction goals as referred to in this section, when practicable.
- (4) All buyers shall consider short-term and long-term costs in comparing product alternatives, when feasible. This includes evaluation of total costs expected during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime compared to other alternatives.
- (5) Products that are durable, long lasting, reusable or refillable are preferred whenever feasible.
- (6) Citrus Heights requests vendors to eliminate packaging or use the minimum amount necessary for product protection, to the greatest extent practicable.
- (7) Packaging that is reusable, recyclable or compostable is preferred, when suitable uses and programs exist.
- (8) Vendors shall be encouraged to take back and reuse pallets and packaging materials.
- (9) Suppliers of electronic equipment, including but not limited to computers, monitors, printers, and copiers, shall be required to take back equipment for reuse or environmentally safe recycling when Citrus Heights discards or replaces such equipment, whenever possible.

Recycled Content Products

- (1) All products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing paper, office paper, janitorial paper, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous, and non-paper office products, shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.
- (2) Copiers and printers bought shall be compatible with the use of recycled content products.
- (3) In accordance with California Public Contract Code, Sec. 10409, Citrus Heights shall purchase re-refined lubricating and industrial oil for use in its vehicles and other equipment, as long as it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment.

- (4) When specifying asphalt concrete, aggregate base or portland cement concrete for road construction projects, Citrus Heights shall use recycled, reusable or reground materials when practicable.
- (5) Citrus Heights shall specify and purchase recycled content transportation products, including signs, cones, parking stops, delineators, and barricades.
- (6) All pre-printed recycled content papers intended for distribution that are purchased or produced shall contain a statement that the paper is recycled content.

Energy and Water Savings

- (1) Where applicable and practicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.
- (2) When practicable, Citrus Heights shall replace inefficient lighting with energy-efficient equipment.
- (3) All products purchased by Citrus Heights and for which the U. S. EPA Energy Star certification is available shall meet Energy Star certification, when practicable. When Energy Star labels are not available, choose energy-efficient products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.
- (4) Citrus Heights shall purchase water-saving products whenever practicable.

Green Building - Construction and Renovations

- (1) All building and renovations undertaken by Citrus Heights shall follow Green Building practices for design, construction, and operation, where appropriate, as described in the LEED™ Rating System.

Landscaping

- (1) All landscape renovations, construction and maintenance by Citrus Heights, including workers and contractors providing landscaping services for Citrus Heights, shall employ sustainable landscape management techniques for design, construction and maintenance whenever possible, including, but not limited to, integrated pest management, grasscycling, drip irrigation, composting, and procurement and use of mulch and compost.
- (2) Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color when practicable. Native and drought-tolerant plants that require no or minimal watering once established are preferred.
- (3) Hardscapes and landscape structures constructed of recycled content materials are encouraged. Citrus Heights shall limit the amount of impervious surfaces in the landscape, wherever practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways.

Toxics and Pollution

- (1) To the extent practicable, no cleaning or disinfecting products (i.e. for janitorial or automotive use) shall contain ingredients that are carcinogens, mutagens, or

teratogens. These include chemicals listed by the U.S. EPA or the National Institute for Occupational Safety and Health on the Toxics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

- (2) The use of chlorofluorocarbon-containing refrigerants, solvents and other products shall be phased out and new purchases shall not contain them.
- (3) All surfactants and detergents shall be readily biodegradable and, where practicable, shall not contain phosphates.
- (4) When maintaining buildings and landscapes, Citrus Heights shall manage pest problems through prevention and physical, mechanical and biological controls where practicable. Citrus Heights may implement pest management practices using the least toxic pest control as a last resort.
- (5) When maintaining buildings, the Citrus Heights shall use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde when purchasing materials such as paint, carpeting, adhesives, furniture and casework as practicable.
- (6) Citrus Heights shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:
 - (a) Purchasing paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, whenever possible.
 - (b) Prohibiting purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture, flooring, and medical supplies whenever practicable.
- (7) Citrus Heights shall purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, Citrus Heights shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs.
- (8) When replacing vehicles, Citrus Heights shall consider less-polluting alternatives to diesel such as compressed natural gas, biobased fuels, hybrids, electric batteries, and fuel cells, as available.

Forest Conservation

- (1) To the greatest extent practicable, Citrus Heights shall not procure wood products such as lumber and paper that originate from forests harvested in an environmentally unsustainable manner. When possible, Citrus Heights shall give preference to wood products that are certified to be sustainably harvested by a comprehensive, performance-based certification system.

Agricultural Bio-Based Products

- (1) Vehicle fuels made from non-wood, plant-based contents such as vegetable oils are encouraged whenever practicable.
- (2) Paper, paper products and construction products made from non-wood, plant-based contents such as agricultural crops and residues are encouraged whenever practicable.

PRIORITIES

- (1) The health and safety of workers and citizens is of utmost importance and takes precedence over all other policies.
- (2) Citrus Heights has made and continues to make significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free or bio-based.
- (3) Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.
- (4) Nothing contained in this policy shall be construed as requiring the Citrus Heights, department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

IMPLEMENTATION

- (1) The Finance Director shall implement this policy in coordination with other appropriate jurisdiction personnel.
- (2) Successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with State law, vendors shall be required to specify the minimum or actual percentage of recovered and postconsumer material in their products, even when such percentages are zero.
- (3) Upon request, buyers making the selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally preferable purchasing criteria in this policy.
- (4) Purchasers shall include businesses certified by the Sacramento Sustainable Business Program in requests for products and services.
- (5) Vendors, contractors and grantees shall be encouraged to comply with applicable sections of this policy for products and services provided to the Citrus Heights, where practicable.

PROGRAM EVALUATION

- (1) The Finance Director shall periodically evaluate the success of this policy's implementation.

DEFINITIONS

- (1) "Agricultural Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from forestry materials.
- (2) "Buyer" means anyone authorized to purchase or contract for purchases on behalf of this jurisdiction or its subdivisions.
- (3) "Chlorine free" means products processed without chlorine or chlorine derivatives. "Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a

- contract with Citrus Heights or serves in a subcontracting capacity with an entity having a contract with Citrus Heights for the provision of goods or services.
- (4) “Dioxins and furans” are a group of chemical compounds that are classified as persistent, bioaccumulative, and toxic by the Environmental Protection Agency.
 - (5) “Energy Star” means the U.S. EPA’s energy efficiency product labeling program.
 - (6) “Energy Efficient Product” means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets Federal standards.
 - (7) “Federal Energy Management Program” is a program of the Department of Energy that issues a series of *Product Energy Efficiency Recommendations* that identify recommended efficiency levels for energy-using products.
 - (8) The “Forest Stewardship Council” is a global organization that certifies responsible, on-the-ground forest management according to rigorous standards developed by a broad variety of stakeholder groups.
 - (9) “Integrated Pest Management (IPM)” is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.
 - (10) “LEED™ Rating System” means the self-assessing system developed by the U.S. Green Building Council designed for rating new and existing commercial, institutional, and high-rise residential buildings.
 - (11) “Organic Pest Management” prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of California Certified Organic Foods (CCOF).
 - (12) “Postconsumer Material” means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.
 - (13) “Practical” and “Practicable” mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.
 - (14) “Preconsumer Material” means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Preconsumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
 - (15) “Proposition 65” means a list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm.
 - (16) “Recovered Material” means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real

economic value, and includes preconsumer and postconsumer material but does not include excess resources of the manufacturing process.

- (17) “Recycled Content” means the percentage of recovered material, including preconsumer and postconsumer materials, in a product.
- (18) “Recycled Content Standard” means the minimum level of recovered material and/or postconsumer material necessary for products to qualify as “recycled products.”
- (19) “Recycled Product” means a product that meets [jurisdiction’s] recycled content policy objectives for postconsumer and recovered material.
- (20) “Remanufactured Product” means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.
- (21) “Reused Product” means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.
- (22) “Sacramento Sustainable Business Program” is a free service sponsored by local government agencies and utility providers. It certifies and promotes businesses and other organizations that pledge to adopt environmentally friendly practices and conserve resources.
- (23) “Source Reduction” refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.
- (24) The “Toxics Release Inventory” (TRI) is a publicly available U. S. EPA database that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities.
- (25) “U.S. EPA Guidelines” means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.
- (26) “Water-Saving Products” are those that are in the upper 25% of water conservation for all similar products, or at least 10% more water-conserving than the minimum level that meets the Federal standards.

EFFECTIVE DATES

This policy shall take effect on September 26, 2019.



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: September 26, 2019

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Colleen McDuffee, Community Development Director
Greg Anderson, Chief Building Official

SUBJECT: **Amending Various Sections of Chapter 18 of the Citrus Heights Municipal Code Relating to Buildings and Building Regulations**

Summary and Recommendation

Every three years the California Building Standards Commission publishes the California Code of Regulations, Title 24. These building regulations have the same force as law and take effect 180 days after publication, or January 1, 2020.

Staff recommends the City Council introduce for first reading, read by title only and waive the full reading of Ordinance No. 2019-____ an Ordinance of the City Council of the City of Citrus Heights amending Chapter 18 of the Citrus Heights Municipal Code relating to buildings and building regulations and adopting by reference the 2019: California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards Code, California Energy Code and California Existing Building Code.

Fiscal Impact

The recommended actions will result in no fiscal impact to the city's General Fund. The Ordinance does not modify any City of Citrus Heights building or development fees. Training required for the implementation of the new codes is provided for under the current Building Division budget.

Background and Analysis

The California Code of Regulations, Title 24 is published every three years. These codes are commonly referred to as the California Building Codes. The need for adopting the 2019 California Building Codes by reference is to allow local amendments to the State Codes. The

attached Ordinance amends the Citrus Heights Code, Chapter 18, Buildings and Building Regulations.

January 1, 2020, is the statewide effective date established by the California Building Standards Commission for the implementation of the 2019 California Building Standards Code. As provided for in California Health and Safety Code, Section 18938.5, Building Standards law, the 2019 building standards approved by the Commission and that are effective at the local level at the time of an application for a building permit is submitted, applies to all plans and specifications, for, and to the construction performed under that permit.

The 2016 California Building Standards Code remains in effect and is applicable to all plans and specifications, for, and to the construction performed under that building permit where the application for a permit is submitted before December 31, 2019.

Each member of the Citrus Heights Building Division is a member of the International Code Council (ICC), Sacramento Valley Association of Building officials (SVABO) and California Building Officials (CALBO). Memberships in these organizations ensure that the city's code development is consistent with all California jurisdictions. Training for our local Building Inspectors, Development Services Technicians, and Building Official happens on an ongoing basis. Training seminars are offered through ICC, SVABO and CALBO regarding existing codes, code changes and updates.

Extensive community outreach regarding the new code changes will take place over the next several months and into the New Year. Building Division staff will sponsor a Building Division Open House, and provide code update information on the city's web site, develop handouts, and provide continuous public outreach to insure all information is available to the public.

Attachment

(1) Ordinance No. 2019-___amending Chapter 18 of the Citrus Heights Municipal Code relating to buildings and building regulations and adopting by reference the 2019: California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards Code, California Energy Code and California Existing Building Code.

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING CHAPTER 18 OF THE CITRUS HEIGHTS MUNICIPAL CODE RELATING TO BUILDINGS AND BUILDING REGULATIONS AND ADOPTING BY REFERENCE THE 2019 CALIFORNIA ADMINISTRATIVE CODE; CALIFORNIA BUILDING CODE; CALIFORNIA RESIDENTIAL CODE; CALIFORNIA ELECTRICAL CODE; CALIFORNIA MECHANICAL CODE; CALIFORNIA PLUMBING CODE; CALIFORNIA ENERGY CODE; CALIFORNIA GREEN BUILDING STANDARDS CODE; AND CALIFORNIA EXISTING BUILDING CODE

THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS HEREBY DOES ORDAIN AS FOLLOWS:

Section 1: Purpose and Authority

The purpose of this Ordinance is to adopt by reference the 2019 edition of the California Code of Regulations, Title 24 – Part 1; Part 2, Volume I & II; Part 2.5; Part 3; Part 4; Part 5; Part 6; Part 11 and Parts 8, 10 and 12 subject to the definitions, clarifications, and the amendments set forth in this Ordinance. The Purpose of this Ordinance is also to provide minimum requirements and standards for the protection of public safety, health, property and welfare of the City of Citrus Heights. This Ordinance is adopted under the authority of Government Code subsection 50022.2 and Health and Safety Code Section 18941.5.

Section 2: Administrative Code

Citrus Heights Municipal Code Article II, Section 18-27 is hereby amended to read as follows: (All additions are shown as underlined text; all deletions are shown as ~~strikeout~~ text)

Sec. 18-27. Adoption by reference

Subject to additions, amendments, or deletions set forth in section 18-28 of this chapter, the California Administrative Code, 2019²⁶ edition, published by the International Code Council, is adopted and made part of this title as though fully set forth herein to provide the procedures for administration and enforcement of the provisions of the Citrus Heights building codes. One copy of the California Administrative Code shall be kept on file in the Community Development Department and shall be available for use and examination by the public.

Section 3: Building Code

Citrus Heights Municipal Code Article IV, Sections 18-88 and 18-89 are hereby amended to read as follows:

(All additions are shown as underlined text; all deletions are shown as ~~strikeout~~ text)

Sec. 18-88. Adoption by reference.

The California Building Code 201~~96~~ edition, volumes 1 and 2, including Chapter 1, Division II, Appendix I and Appendix O, except as otherwise amended in section 18-89, is hereby adopted by reference as the Building Code of the City of Citrus Heights. One copy of the California Building Code shall be kept on file in the office of the Community Development Department for use and examination by the public.

Sec. 18-89. Amendments to Building Code

A. Chapter 1, Division II, Section 105.5 "Expiration," shall be amended to read as follows:

Every building, plumbing, mechanical, and electrical permit issued by the Building Official under this Code shall expire two (2) years after the date of issuance, or if the building or work authorized by such permit is not commenced within one year ~~180 days~~ from the date the permit is issued, or if the building or work authorized by such permit is suspended or abandoned for a period of one year ~~180 days~~ any time after the work is commenced. Once the permit is expired, no work can be performed until a new permit is obtained.

If the original permit expired due to a failure to commence the work within one year ~~180 days~~ or because the work was suspended or abandoned for a period of one year ~~180 days~~, and if a new permit is sought within two years after the issuance of the original permit, the replacement permit fee shall be one half of the amount required for a new permit.

Any applicant holding an unexpired permit may apply for an extension of the time within which he or she may continue and complete the work under that permit. Upon a showing to the Building Official that the applicant was unable to commence, continue or complete the work within the time required for good and satisfactory reasons, the Building Official may extend the permit for a period of 180 days up to one year. All requests for extensions must be in writing and must be received by the Building Official prior to the expiration of the permit. All requests must demonstrate that circumstances beyond the control of the applicant have prevented the timely completion of the work. No permit shall be extended more than once.

B. California Building Code Chapter 31, Section 3109.2, "115921(c)" is amended to read as follows:

115921. (c) "Enclosure" means a permanent fence wall, or other barrier that isolates a swimming pool from access to the home or neighboring properties. The term "permanent" shall mean not being able to be removed, lifted, or relocated without the use of a tool.

C. California Building Code Chapter 31, Section 3109.2, “115922” is amended to read as follows:

115922. (a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be isolated from access from other properties by an enclosure that meets the requirements of Section 115923, and shall also be equipped with at least two of the following seven drowning prevention safety features:

- (1) An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.
- (2) Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.
- (3) An approved safety pool cover, as defined in subdivision (d) of Section 115921.
- (4) Exit alarms on the private single-family home’s doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”
- (5) A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home’s doors providing direct access to the swimming pool or spa.
- (6) An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 “Standard Safety Specification for Residential Pool Alarms,” which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.
- (7) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

Section 4: Electrical Code

Citrus Heights Municipal Code Article V, Section 18-117 is hereby amended to read as follows:
(All additions are shown as underlined text; all deletions are shown as ~~strikeout~~ text)

Sec. 18-117. Adoption by reference.

The California Electrical Code 201~~96~~⁹⁶ Edition, is hereby adopted by reference as the Electrical Code for the City of Citrus Heights. One copy of the California Electrical Code shall be kept on file in the office of the Community Development Department for use and examination by the public.

Section 5: Mechanical Code

Citrus Heights Municipal Code Article VII, Sections 18-178 and 18-179 are hereby amended and reenacted to read as follows:

(All additions are shown as underlined text; all deletions are shown as ~~strikeout~~ text)

Sec. 18-178. Adoption by reference.

The California Mechanical Code 201~~96~~⁹⁶ Edition, including Chapter 1 Division II "Administration", except as otherwise amended in Section 18-179, is hereby adopted by reference as the Mechanical Code of the City of Citrus Heights. One copy of the California Mechanical Code shall be kept on file in the office of the Community Development Department for use and examination by the public.

Sec. 18-179. Amendments to mechanical code.

Chapter 1, Division II, Section 104.4.3 "Expiration," shall be amended to read as follows:

Every building, plumbing, mechanical, and electrical permit issued by the Building Official under this Code shall expire two years after the date of issuance, or if the building or work authorized by such permit is not commenced within ~~180 days~~ one year from the date the permit is issued, or if the building or work authorized by such permit is suspended or abandoned for a period of ~~180 days~~ one year any time after the work is commenced. Once the permit is expired, no work can be performed until a new permit is obtained.

If the original permit expired due to a failure to commence the work within ~~180 days~~ one year or because the work was suspended or abandoned for a period of ~~180 days~~ one year, and if a new permit is sought within two years after the issuance of the original permit, the replacement permit fee shall be one half of the amount required for a new permit.

Any applicant holding an unexpired permit may apply for an extension of the time within which he or she may continue and complete the work under that permit. Upon a showing to the Building Official that the applicant was unable to commence, continue or complete the work within the time required for good and satisfactory reasons, the Building Official may extend the permit for a period of ~~180 days~~ up to one year. All requests for extensions must be in writing and

must be received by the Building Official prior to the expiration of the permit. All requests must demonstrate that circumstances beyond the control of the applicant have prevented the timely completion of the work. No permit shall be extended more than once.

Section 6: Plumbing Code

Citrus Heights Municipal Code Article VIII, Sections 18-208 and 18-209 are hereby amended to read as follows:

(All additions are shown as underlined text; all deletions are shown as ~~strikeout~~ text)

Sec. 18-208. Adoption by reference.

The California Plumbing Code 2019~~6~~ Edition, including Chapter 1 Division II "Administration", except as otherwise amended in section 18-209, is hereby adopted by reference as the Plumbing Code for the City of Citrus Heights. One copy of the California Plumbing Code shall be kept on file in the office of the Community Development Department for use and examination by the public.

Sec. 18-209. Amendments to plumbing code.

Chapter 1, Division II, Section 104.4.3 "Expiration," of the Plumbing Code shall be amended to read as follows:

Every building, plumbing, mechanical, and electrical permit issued by the Building Official under this Code shall expire two years after the date of issuance, or if the building or work authorized by such permit is not commenced within ~~180 days~~ one year from the date the permit is issued, or if the building or work authorized by such permit is suspended or abandoned for a period of ~~180 days~~ one year any time after the work is commenced. Once the permit is expired, no work can be performed until a new permit is obtained.

If the original permit expired due to a failure to commence the work within ~~180 days~~ one year or because the work was suspended or abandoned for a period of ~~180 days~~ one year, and if a new permit is sought within two years after the issuance of the original permit, the replacement permit fee shall be one half of the amount required for a new permit.

Any applicant holding an unexpired permit may apply for an extension of the time within which he or she may continue and complete the work under that permit. Upon a showing to the Building Official that the applicant was unable to commence, continue or complete the work within the time required for good and satisfactory reasons, the Building Official may extend the permit for a period of ~~180 days~~ up to one year. All requests for extensions must be in writing and must be received by the Building Official prior to the expiration of the permit. All requests must demonstrate that circumstances beyond the control of the applicant have prevented the timely completion of the work. No permit shall be extended more than once.

Section 7: Energy Code

Citrus Heights Municipal Code Article XIV, Section 18-562 is hereby amended to read as follows:

(All additions are shown as underlined text; all deletions are shown as ~~strikeout~~ text)

Sec. 18-562. Adoption by reference.

The California Energy Code 2019⁹⁶ Edition, of the Residential and Non-Residential Regulations is hereby adopted by reference as the Energy Code for the City of Citrus Heights. One copy of the California Energy Code shall be kept on file in the office of the Community Development Department for use and examination by the public.

Section 8: Green Building Standards

Citrus Heights Municipal Code Article XV, Section 18-572 is hereby amended to read as follows:

(All additions are shown as underlined text; all deletions are shown as ~~strikeout~~ text)

Sec. 18-572. Adoption of the California Green Building Standards Code.

The 2019⁹⁶ California Green Building Standards Code, Title 24, Part 11 of the California Code of Regulations, a portion of the California Building Standards Code as defined in the California State Health and Safety Code Section 18930.5, 18934.5 and 18938(b) (hereinafter referred to as the California Green Building Standards Code or CALGreen Code) and any rules and regulations promulgated pursuant thereto are hereby adopted and incorporated by reference herein. One copy of the California Green Building Standards Code shall be kept on file in the Community Development Department and shall be available for use and examination by the public.

Section 9: Residential Code

Sec. 18-582 Adoption of the California Residential Code

~~Regulations, a portion of the California Building Standards Code as defined in the California State Health and Safety Code §§ 17922 and 18901 et seq. (hereinafter referred to as the residential code) and any rules and regulations promulgated pursuant thereto including Chapter 1, Division II "Administration," Appendix G (Swimming Pools, Spas, and Hot Tubs), Appendix H (Patio Covers), are hereby adopted and incorporated by reference herein. One copy of the California Residential Code shall be kept on file in the community development department and shall be available for use and examination by the public.~~

The California Residential Code 2019 Edition, including Chapter 1, Division II, Appendix H, Sections AH101 through AH105.2 and Appendix Q, accept as otherwise amended in Section 18-583, is hereby adopted by reference as the Residential Code for the City of Citrus Heights. One copy of the California Residential Code will be kept on file in the office of the Community Development Department for use and examination by the public.

SEC. 18-583. Amendments to the residential code.

Chapter 1, Division II, Section 105.5 "Expiration," shall be amended to read as follows: (All additions are shown as underlined text; all deletions are shown as ~~strikeout~~ text)

Every building, plumbing, mechanical, and electrical permit issued by the building official under this code shall expire two years after the date of issuance, or if the building or work authorized by such permit is not commenced within one year 180 days from the date the permit is issued, or if the building or work authorized by such permit is suspended or abandoned for a period of one year 180 days any time after the work is commenced. Once the permit is expired, no work can be performed until a new permit is obtained.

If the original permit expired due to a failure to commence the work within one year 180 days or because the work was suspended or abandoned for a period of one year 180 days and if a new permit is sought within two years after the issuance of the original permit, the replacement permit fee shall be one-half of the amount of the amount required for a new permit.

Any applicant holding an unexpired permit may apply for an extension of the time within which he or she may continue and complete the work under that permit. Upon a showing to the building official that the applicant was unable to commence, continue or complete the work within the time required for good and satisfactory reasons, the building official may extend the permit for a period of 180 days up to one year. All requests for extensions must be in writing and must be received by the building official prior to the expiration of the permit. All requests must demonstrate that circumstances beyond the control of the applicant have prevented the timely completion of the work. No permit shall be extended more than once

Section 10: Swimming Pool, Spa and Hot Tub Code:

Citrus Heights Municipal Code Article X.-Section 18-266 is hereby amended to read as follows (All additions are shown as underlined text; all deletions are shown as ~~strikeout~~ text):

Article X.- Section 18-266: Deleted, reference California Building Code section 3109 and Chapter 31B

~~In order to regulate the erection, installation, alteration, addition, repair, relocation, maintenance or use of all swimming pools, spas and hot tubs and their related plumbing systems within the city, the 1997 edition of the Uniform Swimming Pool, Spa, and Hot Tub Code, published by the International Association of Plumbing and Mechanical Officials, and any other law, except as specifically repealed or amended by ordinance of the city, is hereby adopted and made a part of this article as though set forth in full. A true and correct copy of the 1997 Uniform Swimming Pool, Spa, and Hot Tub Code as adopted by this section shall be on file in the office of the city clerk for inspection and use by the public.~~

Section 11: Severability If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 12: Effective Date and Notice This ordinance shall take effect thirty (30) days after its adoption. Within fifteen (15) days of its adoption, this ordinance shall be published at least once in a newspaper of general circulation published and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this _____ day of _____, 2019 by the following vote:

AYES: **Council Members:**
NOES: **Council Members:**
ABSENT: **Council Members:**
ABSTAIN: **Council Members:**

Jeannie Bruins, Mayor

Amy Van, City Clerk

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