



## **AUGUST 11, 2022 AGENDA**

### **CITY OF CITRUS HEIGHTS CITY COUNCIL**

#### **5:30 PM SPECIAL MEETING**

#### **6:00 PM REGULAR MEETING**

**City Hall Council Chambers**

**6360 Fountain Square Drive, Citrus Heights, CA**

#### **HOW TO PARTICIPATE:**

The City of Citrus Heights welcomes your interest and involvement in the City's legislative process. The City of Citrus Heights is allowing for remote and in person participation. 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 either complete a Speaker Identification Sheet and give it to the City Clerk, if participating via webcast you may use the Zoom hand raise function (or \*9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may submit your comment via email to [cityclerk@citrusheights.net](mailto:cityclerk@citrusheights.net) or by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

#### **Regular Meeting 6:00 p.m. Zoom Meeting –Webinar link:**

**<https://zoom.us/j/81629169328>**

**PLEASE NOTE:** In order to minimize the spread of the COVID-19 virus, this meeting is being held pursuant to Government Code Section 54953(e). Please be advised that the some, or all, Council Members may attend City Council meetings telephonically or otherwise electronically.

If you need a disability-related modification or accommodation, to participate in this meeting, please contact the City Clerk's Office 916-725-2448, [cityclerk@citrusheights.net](mailto:cityclerk@citrusheights.net), or City Hall 6360 Fountain Square Drive at least 48 hours prior to the meeting. TDD: California Relay Service 7-1-1.

August 11, 2022 City Council Agenda Packet

Documents:

[AUGUST 11 SPECIAL REGULAR CITY COUNCIL AGENDA PACKET.PDF](#)

#### **CALL SPECIAL MEETING TO ORDER**

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

#### **PUBLIC COMMENT**

#### **CLOSED SESSION**

## 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: 7501 Sunrise Boulevard, Citrus Heights, CA 95610

Agency Negotiator: City Manager Ashley J. Feeney and City Attorney Ryan Jones

Negotiating Parties: Auburn Oaks Center, LLC, a California Limited Liability Company, and The Low Income Family Enrichment Corporation, a California Public Benefit Corporation and 501(c)(3)

Under Negotiation: Price and terms of payment

## REPORT OUT OF CLOSED SESSION

## ADJOURNMENT

## CALL REGULAR MEETING TO ORDER

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

## APPROVAL OF AGENDA

## COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

## PUBLIC COMMENT

## PRESENTATIONS

4. Update On The Sunday Funday Event To Be Held On September 25, 2022

## CONSENT CALENDAR

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

5. SUBJECT: Approval Of Minutes

RECOMMENDATION: Approve the Minutes of the Regular Meeting of July 28, 2022

6. SUBJECT: Approve Resolution For Continued Remote Meetings In Accordance With AB 361

STAFF: A. Van/ R. Jones

RECOMMENDATION: Adopt Resolution No. 2022-\_\_\_\_, A Resolution of the City Council of the City of Citrus Heights, California Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

7. SUBJECT: Quarterly Treasurer's Report

STAFF: T. Nossardi

RECOMMENDATION: Receive and File the Quarterly Treasurer's Report for the Quarter Ending June 30, 2022

8. SUBJECT: Participation In Regional Memorandum Of Understanding Regarding Building Electrification Efforts

STAFF: C. Kempenaar/ E. Singer

RECOMMENDATION: Adopt Resolution No. 2022-\_\_\_\_, A Resolution of the City Council of the City of Citrus Heights, California Authorizing the City Manager to Participate as an Additional Agency by Executing the Memorandum of Understanding Between the City of Sacramento, County of Sacramento, and the Sacramento Municipal Utility District Regarding Coordination and Cooperation on Building Electrification Efforts

9. SUBJECT: Mariposa Avenue Safe Routes To School Phase 4 – ATPSB1L-5475(043) Approval Of Contract Amendment No. 2 – Construction Management, Inspection And Materials Testing Services

STAFF: R. Cave/ L. Blomquist

RECOMMENDATION: Adopt Resolution No. 2022-\_\_\_\_, A Resolution of the City Council of the City of Citrus Heights, California Authorizing the City Manager to Execute Amendment No. 2 to the Agreement for Professional Services with Coastland Civil Engineering, Inc. for the Mariposa Avenue Safe Routes to School Phase 4 Project

10. SUBJECT: Park Facilities Impact Fee Request Expansion Of The C-Bar-C Park Playground

STAFF: R. Cave/ L. Blomquist

RECOMMENDATION: Adopt Resolution No. 2022-\_\_\_\_, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing and Approving the use of Park Facilities Impact Fee Funds in the Amount not to Exceed \$150,000 for Expansion of the C-Bar-C Park Playground

#### PUBLIC HEARINGS

11. SUBJECT: Zoning Code Updates

STAFF: C. Kempenaar/ E. Singer

RECOMMENDATION: Staff Recommends the Following:

- a. Move to Determine the Proposed Amendments are Exempt from the California Environmental Quality Act (CEQA) Under Section 15061(B)(3) of the Guidelines; and
- b. Move to Introduce for First Reading, Read by Title Only and Waive the Full Reading of Ordinance No. 2022-\_\_\_\_, An Ordinance of the City Council of the City of Citrus Heights Amending Section 106.32 (Affordable Housing Incentives) of Chapter 106 of the Citrus Heights Municipal Code (Zoning Code Section)

12. SUBJECT: Abandonment Of Setback In Larchmont Rosewood Subdivision

STAFF: C. Kempenaar/ E. Singer

RECOMMENDATION: Staff Recommends the Following:

- a. Move to Determine the Proposed Amendments are Exempt from the California Environmental Quality Act (CEQA) Under Section 15061(B)(3) of the Guidelines; and
- b. Move to Introduce for First Reading, Read by Title Only and Waive the Full Reading of Ordinance No. 2022-\_\_\_\_, An Ordinance of the City Council of the City of Citrus Heights, Approving Abandonment of An Existing 25-Foot Setback on Thirty Parcels Located Within the Larchmont Rosewood Subdivision (APN 209-0690-003, -004, -050, -051, -065, -066, 209-0700-005 Through -016, -029, -030, 209-0710-011, -012, -018, -019, -021 Through -026)

## REGULAR CALENDAR

13. SUBJECT: Arcade Cripple Creek Trail Project (Formerly Known As The Electric Greenway Trail Project)

STAFF: R. Cave/ C. Kempenaar/ L. Blomquist

RECOMMENDATION: Staff Recommends the Following:

- a. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Approving the Use of Park Facilities Impact Fees in an Amount Not to Exceed \$75,000 for the Arcade-Cripple Creek Trail Project
- b. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Approving a Loan from the Sacramento Area Council of Governments (SACOG) to Provide Gap Funding for Construction of the Arcade-Cripple Creek Trail Project
- c. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Central Valley Engineering & Asphalt, Inc. for the Arcade-Cripple Creek Trail Project
- d. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Professional Services Agreement with Coastland Civil Engineering Services, Inc. to Provide Construction Management, Inspection, and Materials Testing Services for the Arcade Cripple Creek Trail Project
- e. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 7 to the Contract for Professional Services with GHD, Inc. for Construction Support for the Arcade-Cripple Creek Trail Project
- f. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with the Sacramento Tree Foundation to Provide Professional Services for Tree Planting, Monitoring and Outreach Services

## DEPARTMENT REPORTS

## CITY MANAGER ITEMS

## ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT



Porsche Middleton, Mayor  
Tim Schaefer, Vice Mayor  
Jeannie Bruins, Council Member  
Bret Daniels, Council Member  
Steve Miller, Council Member

**CITY OF CITRUS HEIGHTS  
CITY COUNCIL  
Special/ Regular Meeting of Thursday, August 11, 2022  
City Hall Council Chambers  
6360 Fountain Square Drive, Citrus Heights, CA  
Special Meeting 5:30 p.m.  
Regular Meeting 6:00 p.m.**

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**Regular Meeting Zoom** –Webinar link: <https://zoom.us/j/81629169328>

The City provides three ways to watch a City Council meeting.

IN PERSON	ONLINE	ON TELEVISION
		
City Council meetings take place in the City Hall Council Chambers.	Watch the livestream and replay past meetings on the City <a href="#">website</a> .	Watch live and replays of meetings on Sac Metro Cable, Channel 14.

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August 5, 2022

  
Amy Van, City Clerk

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**SPECIAL CITY COUNCIL MEETING  
5:30 PM**

**CALL SPECIAL MEETING TO ORDER**

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

**PUBLIC COMMENT**

**CLOSED SESSION**

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8  
Property: 7501 Sunrise Boulevard, Citrus Heights, CA 95610  
Agency Negotiator: City Manager Ashley J. Feeney and City Attorney Ryan Jones  
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Under Negotiation: Price and terms of payment

**REPORT OUT OF CLOSED SESSION**

**ADJOURNMENT**

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**REGULAR CITY COUNCIL MEETING  
6:00 PM**

**CALL REGULAR MEETING TO ORDER**

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

**APPROVAL OF AGENDA**

**COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES**

**PUBLIC COMMENT**

**PRESENTATION**

4. Update on the Sunday Funday Event to be held on September 25, 2022

**CONSENT CALENDAR**

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**STAFF:** A. Van/ R. Jones  
**RECOMMENDATION:** Adopt Resolution No. 2022-\_\_\_\_, A Resolution of the City Council of the City of Citrus Heights, California Making the Legally Required Findings to Continue to Authorize the Conduct of Remote “Telephonic” Meetings During the State of Emergency
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**STAFF:** T. Nossardi  
**RECOMMENDATION:** Receive and File the Quarterly Treasurer’s Report for the Quarter Ending June 30, 2022
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**STAFF:** R. Cave/ L. Blomquist  
**RECOMMENDATION:** Adopt Resolution No. 2022-\_\_\_\_, A Resolution of the City Council of the City of Citrus Heights, California Authorizing the City Manager to Execute Amendment No. 2 to the Agreement for Professional Services with Coastland Civil Engineering, Inc. for the Mariposa Avenue Safe Routes to School Phase 4 Project
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**STAFF:** C. Kempenaar/ E. Singer  
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**CITY MANAGER ITEMS**

**ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS**

**ADJOURNMENT**

**CITY OF CITRUS HEIGHTS  
CITY COUNCIL  
MINUTES  
Regular Meeting of Thursday, July 28, 2022  
City Hall Council Chambers and Virtually  
6360 Fountain Square Drive  
Citrus Heights, CA 95621**

**CALL REGULAR MEETING TO ORDER**

The regular council meeting was called to order at 6:00 p.m. by Mayor Middleton.

1. The Flag Salute was led by Council Member Bruins.
2. Roll Call: Council Members present: Bruins, Daniels, Miller, Schaefer, Middleton  
Council Members absent: None  
Staff present: Blomquist, Cave, Feeney, Frey, Jones, Kempenaar, Piva, Poole, Reid, Talwar, and Turcotte.
3. The video statement was read by City Clerk Reid.

**APPROVAL OF AGENDA**

**ACTION:** On a motion by Council Member Miller, seconded by Council Member Daniels, the City Council approved the agenda.

AYES: Bruins, Daniels, Miller, Schaefer, Middleton  
NOES: None  
ABSENT: None

**COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES**

Council Member Daniels shared information regarding National Night Out on August 2. He also shared information on the Citrus Heights Chamber luncheon taking place on August 9 where Chief Turcotte will be talking. Council Member Daniels also shared information on the opening of the Folsom Palace Bistro on Sunrise and Madison.

Council Member Bruins had no updates at this time.

Council Member Miller provided an update from the Sacramento Regional Transit board meeting. He also shared an update from the Sacramento Transportation Authority board meeting.

Vice Mayor Schaefer shared his appreciation for staff who recently assisted Patelco Credit Union in getting a fire inspection, which allowed them to open their business on time. He also shared that the City Manager's six-month anniversary is upcoming and expressed his appreciation in the work that has happened thus far.

Mayor Middleton provided an update from the League of California Cities Board of Directors meeting.

### **PUBLIC COMMENT**

Kathy Morris addressed the Council regarding National Night Out. She shared that Neighborhood Association Areas 7, 8 & 9 (CHASEN) and Area 6 (Sunrise Ranch) will be at C-Bar-C Park on August 2.

### **CONSENT CALENDAR**

4. **SUBJECT:** Approval of Minutes  
**RECOMMENDATION:** Approve the Minutes of the Regular Meeting of July 14, 2022
5. **SUBJECT:** Resolution Amending the City's Permanent Local Housing Allocation Program  
**STAFF:** C. Kempenaar/ N. Piva  
**RECOMMENDATION:** Adopt Resolution No. 2022-075, A Resolution of the City Council of the City of Citrus Heights, California Authorizing the Community Development Director or Designee to Execute Any Amendments or Modifications and to sign any Required Documentation for the Permanent Local Housing Allocation Grant Program

**ACTION:** On a motion by Council Member Daniels, seconded by Vice Mayor Schaefer, the City Council adopted Consent Calendar Items 4 and 5.

AYES:	Bruins, Daniels, Miller, Schaefer, Middleton
NOES:	None
ABSENT:	None

### **REGULAR CALENDAR**

6. **SUBJECT:** Approval of the Utilization of Economic Development Support Fund for Agreement with the Greater Sacramento Economic Council  
**STAFF:** M. Huber  
**RECOMMENDATION:** Adopt Resolution No. 2022-076, A Resolution of the City Council of the City of Citrus Heights, California Approving an Agreement between the Greater Sacramento Economic Council and City of Citrus Heights in an Amount not to exceed \$35,124 for FY 2022-2023

Economic Development and Community Engagement Director Huber introduced the item. She stated that this item is to continue the City's partnership with the Greater Sacramento Economic Council. The Greater Sacramento Economic Council focuses on business attraction, building resilient industry clusters, and diversifying and strengthening the regional economy.

Scott Powell with the Greater Sacramento Economic Council provided an overview of the service delivery report for the City of Citrus Heights.

Council comments and feedback followed.

**ACTION:** On a motion by Council Member Bruins, seconded by Vice Mayor Schaefer, the City Council adopted Resolution No. 2022-076 a Resolution of the City Council of the City of Citrus Heights, California,

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Approving an Agreement between the Greater Sacramento Economic Council and City of Citrus Heights in an Amount not to exceed \$35,124 for FY 2022-2023.

AYES: Bruins, Daniels, Miller, Schaefer, Middleton  
NOES: None  
ABSENT: None

7. **SUBJECT:** Authorization for Issuance of Infrastructure Financing Strategies RFP to inform the Sunrise Tomorrow Development Plan  
**STAFF:** M. Huber  
**RECOMMENDATION:** Staff recommends the City Council move to authorize the City Manager to issue an RFP substantially similar to the draft attached to this staff report.

Economic Development and Community Engagement Director Huber introduced the item. Since the approval of the Sunrise Mall Specific Plan, City Council and staff have established strategic goals to continue development discussions related to the Sunrise Mall project. One of the strategic plan goals specifically stated the desire to identify specific infrastructure and an associated funding plan to facilitate eventual infill redevelopment. By issuing an infrastructure financing strategies RFP, staff will be able to understand the fiscal and economic benefits to designating portions of infrastructure as public to facilitate development, and how to leverage a variety of financing tools and public funding sources to plan and construct needed infrastructure.

Council comments and feedback followed.

**ACTION:** On a motion by Council Member Bruins, seconded by Council Member Daniels, the City Council moved to authorize the City Manager to issue an RFP substantially similar to the draft attached to the associated staff report.

AYES: Bruins, Daniels, Miller, Schaefer, Middleton  
NOES: None  
ABSENT: None

## **PUBLIC HEARING**

8. **SUBJECT:** Landscape Maintenance Assessment Districts 98-01, 98-02, and 03-01 Levy of Fiscal Year 2022/2023 Assessments  
**STAFF:** R. Cave/ L. Blomquist  
**RECOMMENDATION:** Staff Recommends the Following:
- a. Convene the public hearing for the district regarding the proposed annual assessment for Fiscal Year 2022/2023; and
  - b. Adopt Resolution No. 2022-077, Resolution of the City Council of the City of Citrus Heights, California, to Confirm the Diagram and Assessment and to Levy Fiscal Year 2022/2023 Assessments for Landscape Maintenance Assessment District No. 98-01 (Stock Village Units Nos. 1 and 2)

- c. Adopt Resolution No. 2022-078, Resolution of the City Council of the City of Citrus Heights, California, to Confirm the Diagram and Assessment and to Levy Fiscal Year 2022/2023 Assessments for Landscape Maintenance Assessment District No. 98-02 (Zone 1: Sorenson Ranch, Zone 2: Autumnwood, Zone 3: Mariposa Creek and Zone 4: Wyatt Ranch)
- d. Adopt Resolution No. 2022-079, Resolution of the City Council of the City of Citrus Heights, California, to Confirm the Diagram and Assessment and to Levy Fiscal Year 2022/2023 Assessments for Landscape Maintenance Assessment District No. 03-01 (Stock Ranch Zones 1: Stock Ranch North, Zone 2: Stock Ranch South and Zone 3: Mitchell Farms)

General Services Director Cave presented on the final step for the annual update for the City's various landscape assessment districts.

Mayor Middleton opened the public hearing at 6:50 p.m., hearing no public comment she closed the hearing.

ACTION: On a motion by Council Member Miller, seconded by Vice Mayor Schaefer, the City Council adopted Resolution No. 2022-077 a Resolution of the City Council of the City of Citrus Heights, California, Confirming the Diagram and Assessment and to Levy Fiscal Year 2022/2023 Assessments for Landscape Maintenance Assessment District No. 98-01 (Stock Village Units Nos. 1 and 2).

AYES: Bruins, Miller, Schaefer, Middleton  
NOES: Daniels  
ABSENT: None

ACTION: On a motion by Council Member Miller, seconded by Council Member Bruins, the City Council adopted Resolution No. 2022-078 a Resolution of the City Council of the City of Citrus Heights, California, Confirming the Diagram and Assessment and to Levy Fiscal Year 2022/2023 Assessments for Landscape Maintenance Assessment District No. 98-02 (Zone 1: Sorenson Ranch, Zone 2: Autumnwood, Zone 3: Mariposa Creek and Zone 4: Wyatt Ranch).

AYES: Bruins, Miller, Schaefer, Middleton  
NOES: Daniels  
ABSENT: None

ACTION: On a motion by Council Member Miller, seconded by Council Member Bruins, the City Council adopted Resolution No. 2022-079 a Resolution of the City Council of the City of Citrus Heights, California, Confirming the Diagram and Assessment and to Levy Fiscal Year 2022/2023 Assessments for Landscape Maintenance Assessment District No. 03-01 (Stock Ranch Zones 1: Stock Ranch North, Zone 2: Stock Ranch South and Zone 3: Mitchell Farms).

AYES: Bruins, Miller, Schaefer, Middleton  
NOES: Daniels  
ABSENT: None

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9. **SUBJECT:** Landscape Maintenance Assessment District 97-01 (Zones 1, 2, 3, and 4) Levy of Fiscal Year 2022/2023 Assessments  
**STAFF REPORT:** R. Cave/ L. Blomquist  
**RECOMMENDATION:** Staff recommends the following:
- a. Convene the public hearing for the district regarding the proposed annual assessment for Fiscal Year 2022/2023; and
  - b. Adopt Resolution No. 2022-080, A Resolution of the City Council of the City of Citrus Heights, California, to Confirm the Diagram and Assessment and to Levy Fiscal Year 2022/2023 Assessments for Landscape Maintenance Assessment District No. 97-01 (Zones 1, 2, 3, and 4)

General Services Director Cave presented on the final step for the annual update for the City's various landscape assessment districts.

Mayor Middleton opened the public hearing at 6:54 p.m.

#### **PUBLIC COMMENT**

Debbie Wooley addressed the Council asking if there is an increase from the previous year's assessment and who these assessments effect.

General Services Director Cave stated there are no increases in this assessment district.

Mayor Middleton closed the public hearing at 6:55 p.m.

**ACTION:** On a motion by Council Member Bruins, seconded by Council Member Miller, the City Council adopted Resolution No. 2022-080 a Resolution of the City Council of the City of Citrus Heights, California, Confirming the Diagram and Assessment and to Levy Fiscal Year 2022/2023 Assessments for Landscape Maintenance Assessment District No. 97-01 (Zones 1, 2, 3, and 4).

AYES: Bruins, Miller, Schaefer, Middleton  
NOES: Daniels  
ABSENT: None

10. **SUBJECT:** Citrus Heights Lighting Assessment District Levy of Fiscal Year 2022/2023 Assessments  
**STAFF:** R. Cave/ L. Blomquist  
**RECOMMENDATION:** Staff recommends the following:
- a. Convene the public hearing for the district regarding the proposed annual assessment for Fiscal Year 2022/2023; and
  - b. Adopt Resolution No. 2022-081, A Resolution of the City Council of the City of Citrus Heights, California, to Confirm the Diagram and Assessment and to Levy Fiscal Year 2022/2023 Assessments for the Citrus Heights Lighting Assessment District

City Engineer Blomquist presented on the final step for the annual update for the City's lighting assessment district.

Mayor Middleton opened the public hearing at 6:57 p.m., hearing no public comment she closed the hearing.

**ACTION:** On a motion by Council Member Daniels, seconded by Council Member Miller, the City Council adopted Resolution No. 2022-081 a Resolution of the City Council of the City of Citrus Heights, California, Confirming the Diagram and Assessment and to Levy Fiscal Year 2022/2023 Assessments for the Citrus Heights Lighting Assessment District.

AYES: Bruins, Daniels, Miller, Schaefer, Middleton  
NOES: None  
ABSENT: None

### **DEPARTMENT REPORTS**

11. **SUBJECT:** School Safety Update  
**DEPARTMENT:** Police Department

Police Chief Turcotte shared an update regarding school safety. He stated at a previous council meeting, Council had asked staff to review school safety plans in coordination with San Juan Unified School District to ensure that we have the best plans in place to be able to protect Citrus Heights students. He informed Council that the Citrus Heights Police Department, prior to this year, already had specific threat assessments and school safety response plans that have been drafted for all Citrus Heights schools. With the ongoing conversation around school safety, the safety response plans already in place have been reviewed and updated and placed in patrol vehicles and are available for those throughout the organization. The Police Department continues to work with Mike Jones, the San Juan Unified School District Safe Schools Director, who is reviewing safety plans, trainings, and protocols for SJUSD staff. These plans will be ready for the Police Department to review in the fall. Members of the Police Department will continue to work with the SJUSD to keep Citrus Heights schools safe. Turcotte stated that he will continue to keep the council updated as the conversations continue in regards to school safety.

### **CITY MANAGER ITEMS**

City Manager Feeney shared information on National Night Out, which will take place on August 2.

### **ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS**

None

### **CLOSED SESSION**

12. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8



---

Property: 7501 Sunrise Boulevard, Citrus Heights, CA 95610  
Agency Negotiator: City Manager Ashley J. Feeney and City Attorney Ryan Jones  
Negotiating Parties: Auburn Oaks Center, LLC, a California Limited Liability Company, and The  
Low Income Family Enrichment Corporation, a California Public Benefit Corporation and 501(c)(3)  
Under Negotiation: Price and terms of payment

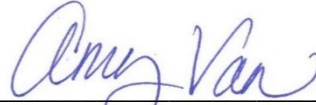
**REPORT OUT OF CLOSED SESSION**

There was no reportable action from closed session.

**ADJOURNMENT**

Mayor Middleton adjourned the regular meeting at 7:34 p.m.

Respectfully submitted,



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Amy Van, City Clerk



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** August 11, 2022

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Amy Van, City Clerk  
Ryan Jones, City Attorney

**SUBJECT:** **Approve Resolution for Continued Remote Meetings in Accordance with AB 361**

#### **Summary and Recommendation**

Staff recommends the City Council adopt Resolution No. 2022-\_\_\_ a resolution making the legally required findings to continue to authorize the conduct of remote “telephonic” meetings during the State of Emergency.

#### **Fiscal Impact**

There is no fiscal impact associated with this item.

#### **Background and Analysis**

At the October 14, 2021 regular meeting, the City Council adopted Resolution No. 2021-082 making the legally required findings to authorize the conduct of remote “telephonic” meetings during a declared state of emergency pursuant to Government Code. The City Council determined that as a result of the COVID-19 pandemic and state of emergency, meetings in person of the City Council and all legislative bodies of the City would present imminent risks to the health or safety of attendees.

In the event of an ongoing proclaimed state of emergency, in order to continue to conduct meetings remotely, any time after the first remote meeting of the legislative body, it can meet remotely if both of the following apply:

1. State/local emergency/social distancing. Either:
  - a. “a state of emergency remains active” or
  - b. “state or local officials have imposed or recommended measures to promote social distancing” and

2. 30 days. Within the last 30 days (which vote may occur at that meeting) the legislative body has made the following findings by majority vote “(A) The legislative body has reconsidered the circumstances of the state of emergency. (B) Any of the following circumstances exist (i) The state of emergency continues to directly impact the ability of the members to meet safely in person. (ii) State or local officials continue to impose or recommend measures to promote social distancing.”

Governor Newsom’s March 4, 2020 Proclamation of Emergency related to the COVID-19 pandemic is still in effect. It is important to note that neither AB 361 nor the attached resolution would require meetings be held in an all-virtual format. By adopting this resolution would allow a “hybrid” format where council members and staff participate either in person or remotely depending on their individual circumstances. Additionally, the hybrid formal allows the public to continue to participate remotely. Failing to adopt this resolution would require meetings to be held in-person under traditional Brown Act parameters (noticing the teleconference location, providing access to the public, etc.); adopting the resolution would give the flexibility as it moves forward with meetings.

If the City intends to conduct meetings remotely, it should add to every agenda a consent calendar item to reaffirm the findings described above, which are required to allow the remote meetings. This resolution also makes the necessary findings for all subordinate legislative bodies of the City, such as the Planning Commission, so these bodies can also continue to meet remotely on an ongoing basis.

### **Attachments**

1. Resolution to Continue to Authorize the Conduct of Remote “Telephonic” Meetings During the State of Emergency

**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC” MEETINGS DURING THE STATE OF EMERGENCY**

**WHEREAS**, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency stemming from the COVID-19 pandemic (“Emergency”); and

**WHEREAS**, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation; and

**WHEREAS**, AB 361 added subsection (e) to Government Code Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings; and

**WHEREAS**, as of September 19, 2021, the COVID-19 pandemic has killed more than 67,612 Californians; and

**WHEREAS**, social distancing measures decrease the chance of spread of COVID-19; and

**WHEREAS**, this legislative body previously adopted a resolution to authorize this legislative body and all other subordinate legislative bodies of the City to conduct remote “telephonic” meetings; and

**WHEREAS**, Government Code 54953(e)(3) authorizes legislative bodies of the City to continue to conduct remote “telephonic” meetings provided that the City has timely made the findings specified therein.

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of Citrus Heights as follows:

1. This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency, continues to directly impact the ability of the members of this legislative body and all subordinate legislative bodies of the City to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of August, 2022 by the following roll call vote:

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

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**Porsche Middleton, Mayor**

**ATTEST:**

---

**Amy Van, City Clerk**



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** August 11, 2022

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Tammy Nossardi, Finance Manager

**SUBJECT:** Quarterly Treasurer's Report

#### **Summary and Recommendation**

Staff recommends the City Council receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2022.

#### **Fiscal Impact**

There is no fiscal impact associated with this action.

#### **Background and Analysis**

The market value of cash and investments for all City funds on June 30, 2022 was \$46,443,801 up from \$38,096,712 on March 31, 2021. The breakdown of the City's investment portfolio and current rate of return is as follows:

	Market Value as of 6/30/22	Rate of Return as of 3/31/22
Local Agency Investment Funds (LAIF)	44,039,575	0.75%
US Bank – General Account	2,404,196	0.00%
Treasuries/CD/Charles Schwab	31	0.00%

Most of the \$2,404,196 balance in the City's general account on June 30, 2022 was used for July 1, 2022 accounts payable payments.

Significant deposits received during this quarter included:

Sales Tax for months of April, May and June 2022	\$3,532,470
ARPA – Second Tranche – May 2022	\$7,838,486

Included in the City's investment portfolio are the unexpended American Rescue Plan Act (ARPA) funds as follows:

Amount received May 2021	Amount received May 2022	Expended thru 6/30/22	Unexpended Balance on 6/30/22
\$7,838,486	\$7,838,486	\$1,849,916	\$13,827,056

The breakdown of expended ARPA funds as of June 30, 2022:

Project Name	Total Expenditures thru 6/30/22
Rehire Public Safety staff to pre-pandemic level FY 21/22	\$1,568,805
Small Business COVID Recovery Grant Program	\$281,111
<b>TOTAL</b>	<b>\$1,849,916</b>

The breakdown of Council approved committed ARPA funds:

Date of Council Approval	Project Name	Committed ARPA Funds
6/24/21	Rehire Public Safety staff to pre-pandemic levels FY 22/23	\$2,811,775
6/23/22	Beautification Crew Pilot Program	\$875,000
6/23/22	Police Fleet Vehicles & Equipment	\$1,400,000
6/23/22	Public Safety Communications Center Critical Needs	\$600,000
	<b>TOTAL</b>	<b>\$5,686,775</b>

This report is submitted in accordance with the provisions of California Government Code Section 53646(b).

### **Attachments**

1. Treasurer's Report as of June 30, 2022.



**RCM Robinson Capital Management LLC**

27 Reed Boulevard

Mill Valley, CA 94941

Phone: 415-771-9421

Fax: 415-762-1980

# City of Citrus Heights

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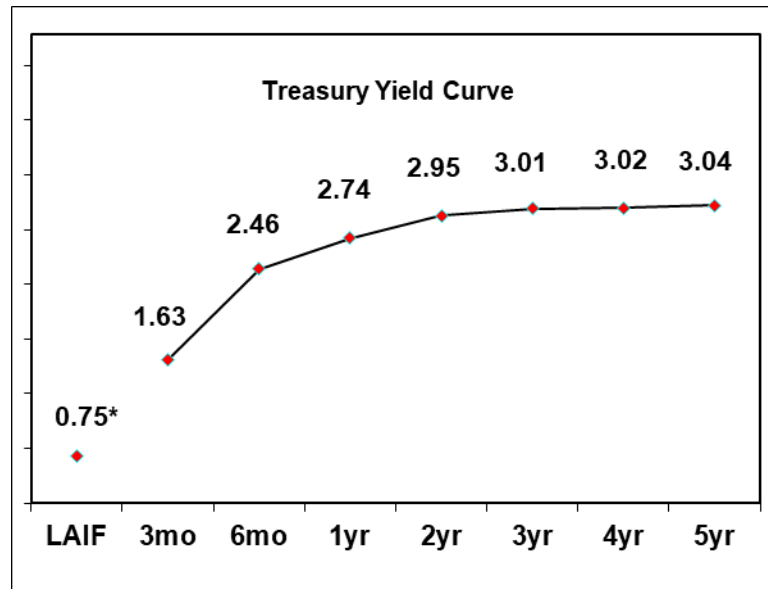
Report period June 1, 2022 – June 30, 2022

The Treasurer's investment portfolio is in compliance with the California Government Code Section 53601.

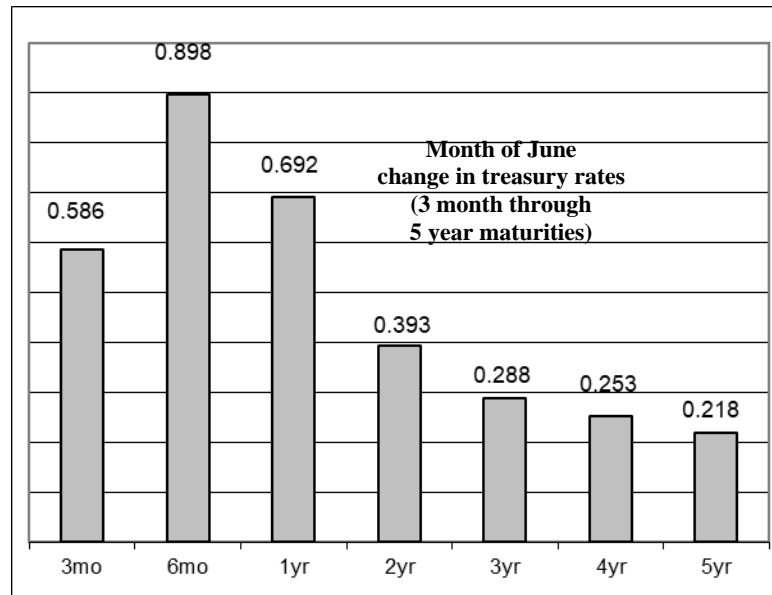


# Institutional Fixed Income Market Review

## June 30, 2022



\*LAIF apportionment rate.



### Jobs

U.S. payrolls rose by 372,000 in June, beating expectations of 265,000. The unemployment rate remained at 3.6 percent, while the underemployment rate fell to 6.7 percent, the lowest in history. Average hourly earnings rose 0.3 percent for the month and 5.1 percent from a year ago.

### Rising prices

U.S. consumer prices (CPI) rose 1.3 percent in June, the highest month over month gain since 2005 and 9.2 percent from a year ago, the largest annual gain since 1981. Energy and gasoline prices drove half of the month increase. Producer prices (PPI) rose for the 27th straight month and gained 11.3 percent from a year ago.

### Housing

New US home construction declined 14.4 percent in May to a 1.55 million annualized rate, the lowest in more than a year as builders face higher construction costs and slowing demand. With the substantial rise in mortgage rates since January from 3 to 6 percent the monthly payment on a median priced \$885k California home with 20 percent down increased from \$3,731 to \$5,306, up 42 percent.

### Fed watch

According to the Bloomberg Fed funds futures implied rates function, there is a near certainty the Federal Reserve will raise the Fed Funds rate 0.75 percent at the July 28<sup>th</sup> FOMC and an additional 0.75 percent in September, increasing the target range to 3.00-3.25 percent.

**CITY OF CITRUS HEIGHTS  
SUMMARY OF INVESTMENTS  
INVESTMENT PORTFOLIO JUNE 30, 2022**

	<i>COST</i>	<i>FACE</i>	<i>MARKET</i>	<i>PERCENT</i>	<i>DAYS TO MATURITY</i>	<i>YIELD TO MATURITY</i>	<i>WEIGHTED YIELD</i>
STATE-LOCAL AGENCY INVESTMENT FUNDS	44,039,574.58	44,039,574.58	44,039,574.58	94.8%	1	0.750%	0.711%
GENERAL ACCOUNT/US BANK	2,404,196.26	2,404,196.26	2,404,196.26	5.2%	1	0.000%	0.000%
FEDERAL AGENCIES/TREASURIES/CD'S/SCHWAB	30.53	30.53	30.53	0.0%			
<b>GRAND TOTAL INVESTMENT PORTFOLIO</b>	<b>46,443,801.37</b>	<b>46,443,801.37</b>	<b>46,443,801.37</b>	<b>100%</b>	<b>1</b>	<b>0.740%</b>	<b>0.711%</b>

LOCAL AGENCY INVESTMENT FUND (LAIF) RATE OF RETURN	0.750%
CITY WEIGHTED AVERAGE RATE OF RETURN (including non-interest bearing checking)	0.711%
CITY EFFECTIVE RATE OF RETURN JUNE 2022	0.750%
CITY EFFECTIVE RATE OF RETURN FISCAL YEAR TO DATE	0.400%
CITY INTEREST EARNINGS FISCAL YEAR TO DATE	133,008.41

In accordance with California Government Code Section 53646 as amended, the following certification accompanies this report:

The Finance Director of the City of Citrus Heights hereby certifies that sufficient investment liquidity exists and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months. In addition, it is hereby certified that investments in the City's portfolio comply with the requirements of the City of Citrus Height's adopted investment policy.

Respectfully submitted,

William Zenoni  
Interim Administrative Services Director

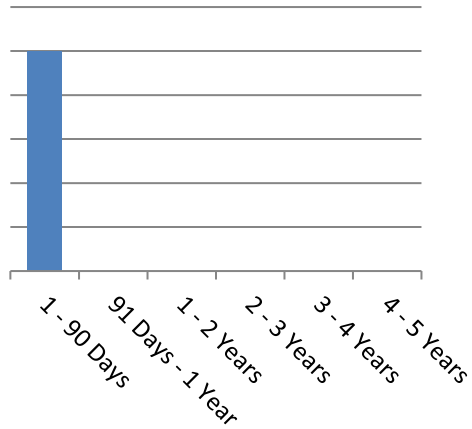
CITY OF CITRUS HEIGHTS DETAIL OF PORTFOLIO INVESTMENTS  
JUNE  
2022

	<i>SymPro</i>	<i>Cusip</i>	<i>Moody's</i>	<i>S &amp; P</i>	<i>Book Value</i>	<i>Face Value</i>	<i>Market Value</i>	<i>Rate</i>	<i>YTM</i>	<i>Purchase</i>	<i>Maturity</i>	<i>Maturity/Call</i>
		<i>Number</i>	<i>Rating</i>	<i>Rating</i>						<i>Date</i>	<i>Date</i>	<i>Days</i>
<b>LOCAL AGENCY INVESTMENT FUND</b>												
Local Agency Investment Fund					44,039,574.58	44,039,574.58	44,039,574.58	0.750%	0.750%			1
<b>TOTAL</b>					<b>44,039,574.58</b>	<b>44,039,574.58</b>	<b>44,039,574.58</b>					<b>1</b>
<b>GENERAL ACCOUNT/US BANK</b>												
US Bank Corporate Checking					2,404,196.26	2,404,196.26	2,404,196.26	0.000%	0.000%			1
<b>TOTAL</b>					<b>2,404,196.26</b>	<b>2,404,196.26</b>	<b>2,404,196.26</b>					<b>1</b>
<b>CUSTODY ACCOUNT/SCHWAB</b>												
Schwab Bank Sweep (FDIC)					30.53	30.53	30.53	0.150%	0.150%			1
<b>TOTAL</b>					<b>30.53</b>	<b>30.53</b>	<b>30.53</b>					<b>1</b>
<b>MEDIUM TERM NOTES/FEDERAL AGENCY/CERTIFICATES OF DEPOSIT/ TREASURY COUPON SECURITIES</b>												
<b>TOTAL</b>					<b>0.00</b>	<b>0.00</b>	<b>0.00</b>					
<b>TOTAL INVESTMENT PORTFOLIO</b>					<b>46,443,801.37</b>	<b>46,443,801.37</b>	<b>46,443,801.37</b>					

**City of Citrus Heights**  
**Portfolio Management**  
**Portfolio Statistics and Performance**  
**June 30, 2022**

Portfolio Liquidity

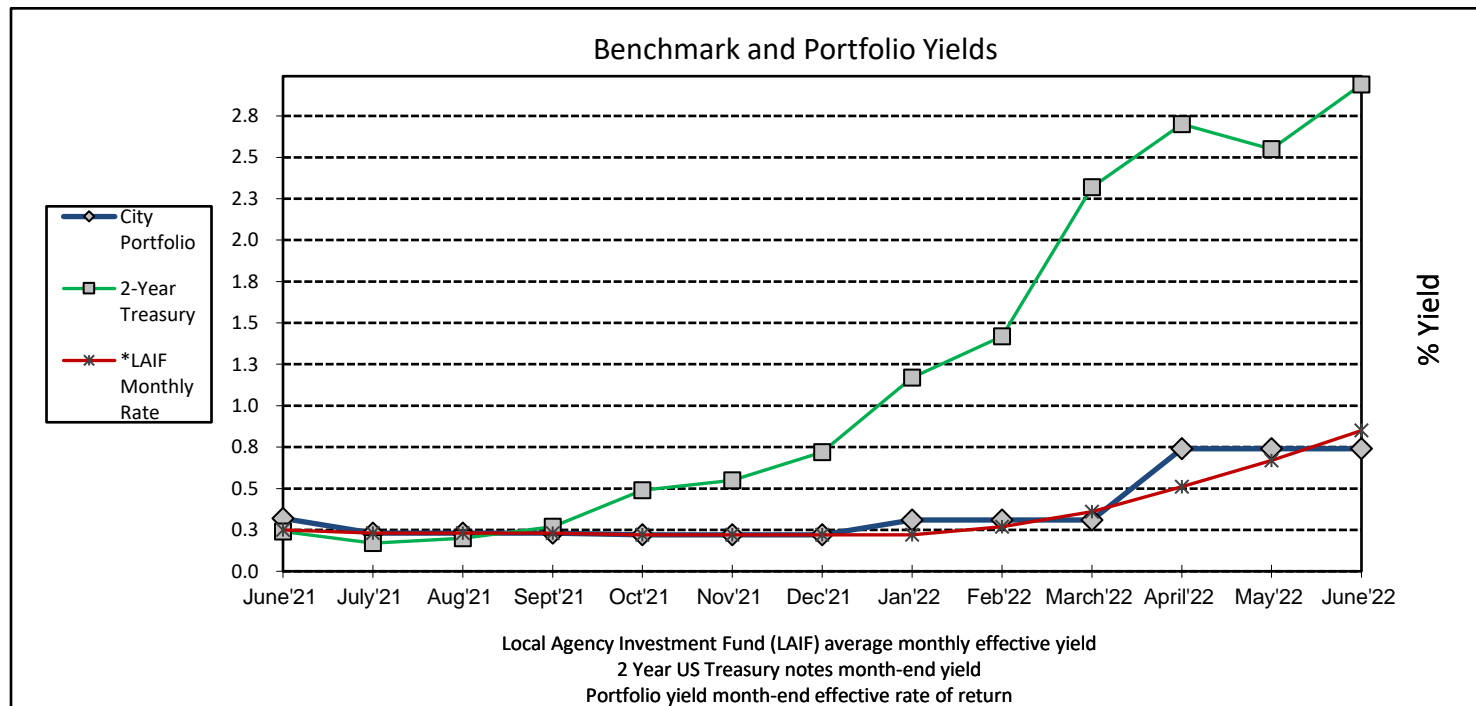
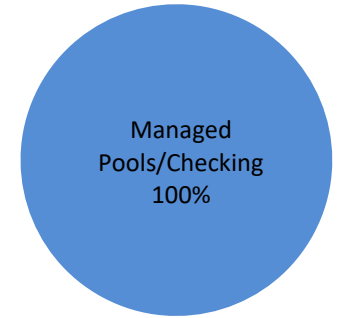
Aging Interval	Par Value
1 - 90 Days	46,443,801
91 Days - 1 Year	0
1 - 2 Years	0
2 - 3 Years	0
3 - 4 Years	0
4 - 5 Years	0
<b>TOTAL</b>	<b>46,443,801</b>



\*To maturity (does not include call date)

Portfolio Composition

Investment Type	Market Value
Managed Pools/Checking	46,443,801
Federal Agency Issues	0
U.S. Treasuries	0
Corporate Notes	0
Certificates of Deposit	0



**Disclosures:**

*Advisory services offered through RCM Robinson Capital Management LLC, SEC Registered Investment Advisor. Securities offered through Securities America, Inc., Member FINRA/SIPC. Douglas C. Robinson, Registered Representative. RCM Robinson Capital Management LLC and Securities America, Inc. are separate entities.*

*Information contained herein is based on sources and data believed to be reliable but is not guaranteed. This is not an offer to buy or sell securities. This data is for informational purposes and is not intended to replace statements, confirms, or 1099 Forms distributed by the custodian(s) of your assets. Past performance does not guarantee future results. This report is a combination of multiple account registrations and/or positions from various product sponsors and entities and may include assets not held by Securities America. Values for “held away assets” have not been verified. These assets may not be covered by SIPC coverage. Securities America’s SIPC coverage extends only to assets held at our firm. For assets held away from Securities America, contact your financial representative at those entities with questions regarding their SIPC membership and coverage, and/or the accuracy of positions, share prices and share amounts.*



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** August 11, 2022

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Casey Kempenaar, Community Development Director  
Eric Singer, Associate Planner

**SUBJECT:** **Participation in Regional Memorandum of Understanding Regarding Building Electrification Efforts**

### **Summary and Recommendation**

On May 18, 2022, the City Manager's Office received a memo from the Sacramento Environmental Commission requesting City participation in a no-cost Memorandum of Understanding (MOU) recently adopted by the City and County of Sacramento and the Sacramento Municipal Utility District (SMUD). The MOU establishes a process to coordinate new building and retrofit electrification projects, policies, and activities within their jurisdictions. The MOU was explicitly created to invite and accept other Sacramento County incorporated cities to join the MOU with the objective to create a safe, clean, reliable, equitable, affordable, and accessible transition to residential building electrification.

*Participation in the MOU by the City of Citrus Heights does not create any ordinance or regulation nor does it tie the City to any other jurisdiction's actions.*

The following motions are recommended:

Motion 1: Adopt Resolution 2022-\_\_\_\_\_, a Resolution of the City Council of the City of Citrus Heights Authorizing the City Manager to Participate as an Additional Agency by executing the Memorandum of Understanding Between the City of Sacramento, County of Sacramento, and the Sacramento Municipal Utility District Regarding Coordination and Cooperation on Building Electrification Efforts

### **Fiscal Impact**

There is no fiscal impact associated with this action. Participation in the MOU has the potential to save costs through pooled resources, increased information sharing, and a competitive advantage for agencies when pursuing grant funding.

### **Background and Analysis**

Increasingly, state, regional, and local agencies are being tasked with reducing carbon emissions associated with the operation of both private and public buildings. The Building Code has continued to evolve and includes increasingly more regulations related to building electrification. In an effort to support and increase opportunities for regional collaboration among local governments, SMUD and the City and County of Sacramento have developed a regional MOU to encourage participation from additional agencies.

The proposed building electrification MOU sets the framework for how participating agencies will work together towards building electrification. It will lead to increased information sharing, avoid the duplication of work, provide for shared learning, increase the opportunity for public input, help ensure an equitable and just transition into electrification of existing buildings, and demonstrates to State and federal funding partners an existing, collaborative framework that will make the City of Citrus Heights more competitive for funding opportunities.

Participation in the MOU by the City of Citrus Heights does not create any ordinance or regulation nor does it tie the City to any other jurisdiction's actions. Furthermore, participation in the MOU achieves several goals and policies outlined within the General Plan, including:

*Policy 26.1N: Encourage the use of Green Building practices for the revitalization or redevelopment of the existing housing stock*

*Policy 33.1: Maintain open communication and cooperation with all public agencies that serve residents and businesses in Citrus Heights*

*Policy 41.1A: Explore use of grant funds and programs with SMUD and non-profit agencies to establish programs for energy conservation (such as home weatherization, Energy Star appliances) and transition to the use of clean and renewable energy (such as photovoltaic retrofit, solar hot water heating and pumps)*

### **Environmental Review**

This project is categorically exempt from the California Environmental Quality Act (CEQA Guidelines Section 15061(b) (3)) in that adoption of the proposed Resolution will not result in any impacts on the physical environment.

### **Attachments**

1. Resolution 2022- \_\_\_\_\_, a Resolution of the City Council of the City of Citrus Heights Authorizing the City Manager to Participate as an Additional Agency by executing the Memorandum of Understanding Between the City of Sacramento, County of Sacramento, and the Sacramento Municipal Utility District Regarding Coordination and Cooperation on Building Electrification Efforts

Exhibit A: Additional Agency Addendum

**Subject: Participation in Regional Memorandum of Understanding Regarding Building Electrification Efforts**

**Date: August 11, 2022**

**Page 3 of 3**

2. Memorandum of Understanding Between the City of Sacramento, the County of Sacramento, and the Sacramento Municipal Utility District for the Purpose of Coordinating Building Electrification Projects, Policies and Activities



## RESOLUTION NO. 2022-\_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS  
AUTHORIZING THE CITY MANAGER TO PARTICIPATE AS AN  
ADDITIONAL AGENCY BY EXECUTING THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF SACRAMENTO, COUNTY OF  
SACRAMENTO, AND THE SACRAMENTO MUNICIPAL UTILITY DISTRICT  
REGARDING COORDINATION AND COOPERATION ON BUILDING  
ELECTRIFICATION EFFORTS**

**WHEREAS**, on May 18, 2022, the City of Citrus Heights received a letter from the Sacramento Environmental Commission recommending participation in a no-cost Memorandum of Understanding (MOU) recently adopted by the City and County of Sacramento and the Sacramento Municipal Utility District; and

**WHEREAS**, the MOU establishes a process to coordinate new building and retrofit electrification projects, policies, and activities within participating jurisdictions; and

**WHEREAS**, the proposed building electrification Memorandum of Understanding will lead to increased information sharing, avoid the duplication of work, provide for shared learning, increase the opportunity for public input, help assure an equitable and just transition, and demonstrates to State and federal funding partners an existing, collaborative framework.; and

**WHEREAS**, the proposed building electrification MOU does not create any ordinance or regulation and does not tie the City to any other jurisdiction's actions; and

**WHEREAS**, before proposing any building electrification ordinance or similar effort is considered, extensive public outreach and listening sessions will be conducted.

**NOW, THEREFORE, BE IT RESOLVED** the Citrus Heights City Council hereby authorizes the City Manager or his designee to execute the necessary documents to participate in a Memorandum of Understanding between the County of Sacramento, City of Sacramento, and the Sacramento Municipal Utility District as an "Additional Agency" regarding coordination and cooperation on building electrification efforts in a form substantially similar to exhibit A of this resolution.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights this 11th day of August, 2022 by the following vote:

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

\_\_\_\_\_  
**Porsche Middleton, Mayor**

**ATTEST:**

---

**Amy Van, City Clerk**

Exhibit A: Additional Agency Addendum

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO,  
AND  
THE SACRAMENTO MUNICIPAL UTILITY DISTRICT.

FOR THE PURPOSE OF COORDINATING BUILDING ELECTRIFICATION  
PROJECTS, POLICIES AND ACTIVITIES

Additional Agency Addendum

The incorporated city identified below hereby agrees to become an “Additional Agency” to the MOU between the City of Sacramento, County of Sacramento and the Sacramento Municipal Utility District for the Purpose of Coordinating Building Electrification Projects, Policies and Activities (“MOU”) and shall be included as one of the “Agencies” bound by said MOU. Said incorporated city agrees to the terms and conditions specified in the MOU and commits to use its unique roles, assets, and responsibilities, as described below, in furtherance of the collective goals set forth in the MOU .

The City of Citrus Heights agrees to continue the promotion of electrification measures as outlined in the Sacramento County Climate Action Plan, partner on pilot projects, resolve challenges in permitting and inspection of electric buildings, management and implementation of projects at City of Citrus Heights property; constructing, operating, and maintaining projects on City of Citrus Heights property, and encouraging electrification broadly in the built environment citywide.

TYPE ADDITIONAL AGENCY

\_\_\_\_\_  
Ashley J. Feeney, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan R. Jones, City Attorney

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SACRAMENTO, THE COUNTY OF SACRAMENTO, AND  
THE SACRAMENTO MUNICIPAL UTILITY DISTRICT.**

**FOR THE PURPOSE OF COORDINATING BUILDING ELECTRIFICATION  
PROJECTS, POLICIES AND ACTIVITIES**

The City of Sacramento (“CITY OF SACRAMENTO”), the County of Sacramento (“COUNTY”) and the Sacramento Municipal Utility District (“SMUD”) have adopted Declarations of Climate Emergency. This Memorandum of Understanding (“MOU”) between CITY OF SACRAMENTO, COUNTY, and SMUD, collectively the “Agencies,” recognizes a shared level of ambition to achieve zero carbon in the building sector by 2045 or sooner, and a recognition that low-income communities should be prioritized in achieving zero carbon goals faster than 2045. The Agencies commit to aim their collaborative activities toward achievement of a just transition that brings the benefits of clean, affordable, and resilient energy use to the most pollution- and cost-burdened households. This MOU sets out the Agencies’ understanding of the process to be followed in coordinating new building and retrofit projects, policies, and activities to support building electrification, air quality, and climate in the Agencies’ jurisdictions, including identifying intermediate milestones that should drive the Agencies’ level of programmatic funding as well as help define the amount of external funding needed to achieve these shared goals. The intent of the MOU is to support shared learning and foster continued strong collaboration on these topics of joint policy interest.

The Agencies also invite and agree to accept other Sacramento County incorporated cities to join this MOU by submitting a signed “Additional Agency” Addendum in counterpart. Any other incorporated City signing as an “Additional Agency” to the MOU becomes included as one of the “Agencies” and agrees to the terms and conditions specified herein.

**BACKGROUND**

The Agencies recognize the need for interagency communication and cooperation. Transitioning the built environment in an innovative and equitable manner is important to each agency’s mission and statutory obligations, in part because the Agencies work to improve the overall quality of life for the region’s residents. It is in the interest of the residents and businesses of Sacramento County that the Agencies: (i) coordinate, identify priority projects, and collaborate on those issues where they find substantial alignment, and (ii) support greater adoption of electric technologies and accelerated adoption of electric buildings within the Agencies’ jurisdictions.

This collaboration builds on numerous successful existing partnerships between the Agencies and commits the Agencies to more direct collaborative project implementation. Recent project examples include the Mayors’ Commission on Climate Change (MCCC), the New Building Electrification Ordinance, which phases in requirements for new construction to be all electric, and the adopted interagency coordination MOU with other partners for Zero Emission Electric Vehicles (ZEV) development.

Further, this MOU is predicated on the significant electrical investments currently underway and planned for the region by the respective Agencies such as CITY OF SACRAMENTO’s Climate

## BUILDING ELECTRIFICATION MOU BETWEEN SAC CITY, COUNTY AND SMUD

Implementation Workplan, the COUNTY's Draft Climate Action Plan, and SMUD's 2030 Zero Carbon Plan. Key investments and funding opportunities include local and regional efforts to reduce greenhouse gas (GHG) emissions, such as the implementation of CITY OF SACRAMENTO's Climate Action & Adaptation Plan (CAAP) update, the implementation of COUNTY's Draft Climate Action Plan, and the creation of a regional electrification working group within the Capitol Region Climate Readiness Collaborative.

### **PURPOSE**

The mission of the Agencies' partnership outlined in this MOU is to advance the equitable deployment of Building Electrification programs, to achieve the decarbonization of existing buildings through a Just Transition that brings the benefits of clean, affordable, and resilient energy use to the most pollution- and cost-burdened households, and to coordinate operational implementation of Building Electrification programs, including: (i) coordinating the integrated analysis of projects and plans, (ii) effectively leveraging public funding to maximize investment outcomes, and (iii) efficiently coordinating and collaborating for implementation of building electrification projects that have a direct impact on air quality and climate. The Agencies recognize that each Agency has different functions. The partnership will seek to create greater adoption of electrification, guide Agency investment in program incentives and infrastructure, and build upon each Agency's knowledge and expertise for efficient and data-informed analysis of electrification projects, plans, and issues.

While this MOU commits the Agencies to collaborate for purposes of Building Electrification program implementation, the Agencies intend to engage other regional partners with various supportive or related roles as appropriate. However, this MOU concerns only the implementation of the operational aspects of comprehensive Building Electrification within each Agency's jurisdiction.

Through this MOU, the Agencies seek to create a safe, clean, reliable, equitable, affordable, and accessible transition to electrification that prioritizes the needs of disadvantaged, historically under-resourced, and vulnerable communities, such as communities of color, low-income residents, youth, and people with disabilities. By striving towards these outcomes, the Agencies also seek to advance the mitigation of GHG emissions and progress towards carbon neutrality goals by successful implementation of Building Electrification programs. Each Agency shall use its unique roles, assets, and responsibilities in furtherance of this collective goal.

In furtherance of this purpose, the Agencies will do the following:

1. Meet at least quarterly on Building Electrification-related activities, including but not limited to: implementation of the CITY OF SACRAMENTO's New Building Electrification Ordinance; technical advisory panel support for infeasibility waivers; Pathway for Existing Building Electrification Strategy development; new construction equipment and building retrofit technical assistance, joint funding, financing and pilot opportunities; stakeholder engagement; and community education. In addition, the Agencies will collaborate on related issues, such as distributed renewable energy generation and energy storage, and energy efficiency improvements.

## BUILDING ELECTRIFICATION MOU BETWEEN SAC CITY, COUNTY AND SMUD

2. Establish a joint Building Electrification project priority list and action plan that identifies funding strategies, roles, and responsibilities of the Agencies. The Building Electrification project priority list will be equity-focused and be guided by the SMUD Sustainable Communities Resource Priorities map, CITY OF SACRAMENTO General Plan Environmental Justice maps, and COUNTY Environmental Justice Maps among other resources as appropriate. The project priority list and action plan may be updated over time but will be used to guide the Agencies' investments and direct joint pursuits or allocations of grant and rebate funding.
3. Collaborate to plan and aggregate resources and pursue funding for transitioning the most energy-burdened households to affordable clean energy and minimize their exposure to volatile gas rates, including, where appropriate, allocations for joint capital infrastructure projects that advance the health and equity of the community through electrification. As the Agencies succeed in funding joint projects, additional agreements may be necessary to identify detailed responsibilities, expenditure commitments, and schedules, which may require approval by the Agencies' respective executive officers or governing bodies.
4. Pursue additional ways to integrate the staff work of the Agencies to improve effectiveness and efficiency for Building Electrification advancement, such as data sharing, market characterizations, or pilot programs to improve indoor air quality, adoption of electrical technologies, or climate resilience.
5. Identify and implement strategies to simplify incentive and program applications where feasible, striving to ensure that program design is based on the needs of the most vulnerable and impacted communities. Coordination efforts will focus on efficacy of program structures, reducing barriers to participation, and streamlining procedures.
6. Collaborate to ensure that the permitting and inspection process does not present undue barriers or create an unintended incentive for work to be done outside of the permit process for electrification related work.
7. Collaborate to ensure coordination of programs, standards, and policies, including collaboration to identify and address barriers to mutual issues that prevent joint progress on electrification.
8. Work to collectively evaluate the impact of electrification investments on greenhouse gas emission reductions and coordinate the attribution of progress to each Agency's respective air quality and climate mitigation goals.
9. Share data and information for the purposes of this MOU, including confidential information and data that may be preliminary or a work in progress and may be subject to nondisclosure agreements between the Agencies or with third parties.
10. Collaborate to leverage Building Electrification projects for workforce and job training goals, working with key partners to ensure that investments resulting from this MOU support and amplify the various local economic investments and just transition goals of each Agency. Workforce development goals will include an emphasis on those living within the most underserved and marginalized communities to create new sustainable jobs and empower new forms of employment in decarbonization.

## BUILDING ELECTRIFICATION MOU BETWEEN SAC CITY, COUNTY AND SMUD

11. Coordinate public messaging, engagement, and marketing of electrification issues to maximize impact and leverage resources. Outreach efforts should include coordinated education and promotion of community benefits of Building Electrification and low-income eligible programs, services and accomplishments achieved through the Agencies efforts. When a party to this MOU hosts or participates in a press event related to the purposes of this MOU, that Agency shall make a reasonable effort to inform, invite, or engage the other Agency, as appropriate.
12. Conduct federal and state legislative and regulatory advocacy and other activities to ensure the health and resilience of the region by planning for an equitable transition to Building Electrification, as identified by the Agencies and, when appropriate, approved by their respective executive officers or governing bodies.
13. Commit to leverage the unique roles of each Agency and involve or defer to each Agency based on its role. Each Agency recognizes and supports the unique role, assets, and responsibilities of the other Agency for implementation of Building Electrification goals. The Agencies further recognize the importance of coordination, especially in matters of their respective purview. Pilots and projects may be dynamic and require ongoing evaluation of roles and responsibilities. In addition to the general responsibilities described above, the primary unique roles of each Agency are described below. Agencies commit to support and augment one another's roles and collaborate accordingly.
  - CITY OF SACRAMENTO: adopt electrification supportive standards and policies, educate community, partner on pilot projects, resolve challenges in permitting and inspection of electric buildings, management and implementation of projects at CITY OF SACRAMENTO property; constructing, operating, and maintaining projects on CITY OF SACRAMENTO property, and encouraging electrification broadly in the built environment citywide.
  - COUNTY: continue inclusion of electrification measures in the County's Draft Climate Action Plan and partner on pilot projects, resolve challenges in permitting and inspection of electric buildings, management and implementation of projects at COUNTY property; constructing, operating, and maintaining projects on COUNTY property, and encouraging electrification broadly in the built environment countywide.
  - SMUD: electrical infrastructure, project design and funding, incentives for electrical appliances, voluntary programs, equipment and infrastructure upgrades.
  - Agencies also commit to engage other appropriate regional agencies and partners for purposes of this MOU as relevant, based on that partner's responsibilities, potential resources, and role.

### **CONFIDENTIAL INFORMATION**

Except as expressly permitted hereunder or as required by law, including but not limited to the California Public Records Act (California Government Code section 6250 et seq.), during the duration of this MOU, neither Agency shall disclose information identified by the other Agency as "Confidential Information" to any other person, entity, or third party. Each Agency shall use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential

## BUILDING ELECTRIFICATION MOU BETWEEN SAC CITY, COUNTY AND SMUD

Information of the other Agency disclosed to it. In the event of a legal challenge, the Agency claiming confidentiality is the Agency required to defend the challenge.

For purposes of this MOU, "Confidential Information" means: (i) written information received by an Agency (the "Receiving Agency") from another Agency (the "Disclosing Agency") which is marked or identified as confidential; (ii) oral or visual information identified as confidential at the time of disclosure which is accurately summarized in writing and provided to the Receiving Agency by the Disclosing Agency in such written form promptly after such oral or visual disclosure; (iii) information provided by the Disclosing Agency to the Receiving Agency orally, even if not reduced to writing, which the Receiving Agency has reason to know if disclosed, could provide a third party with any business advantage of any kind over the Disclosing Agency; and (iv) data which is furnished unmarked to a Receiving Agency, which the Disclosing Agency subsequently notifies the Receiving Agency is confidential (which Receiving Agency upon such notification shall then immediately label as confidential).

The term "Confidential Information" does not include such portions of the Confidential Information which: (i) are or become generally available to the public other than as a result of a disclosure by Receiving Agency or its Representatives; (ii) become available to Receiving Agency or its Representatives on a non-confidential basis from a source other than Disclosing Agency which is not prohibited from disclosing such information to Receiving Agency or its Representatives by a legal, contractual, or fiduciary obligation; (iii) Receiving Agency or its Representatives knew prior to disclosure as evidenced by the Receiving Agency's or its Representative's written records; (iv) is disclosed under the order or requirement of a court, administrative agency, or other governmental body or is otherwise required by law to be disclosed (including but not limited to the California Public Records Act); or (v) has been independently developed by the Receiving Agency without access to or use of Disclosing Agency's Confidential Information.

In the event that Receiving Agency or its Representatives or anyone to whom Receiving Agency or its Representatives transmits the Confidential Information pursuant to this MOU becomes legally compelled to disclose any of the Confidential Information, Receiving Agency will provide Disclosing Agency with prompt notice so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this MOU. In the event that such protective order or other remedy is not obtained, or that Disclosing Agency in writing waives compliance with the provisions of this MOU, Receiving Agency and its Representatives will furnish only that portion of the Confidential Information which Receiving Agency or its Representatives is advised by opinion of counsel is legally required, and will exercise industry best practices to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

### **DURATION**

This MOU has a term of three years beginning on the effective date. Other than new incorporated cities signing on as an Agency to this MOU without amendment, this MOU may be modified or extended only by written amendment approved and executed by authorized representatives from each of the Agencies. This MOU is effective upon signature by the authorized officials of each Agency and remains in effect during the term (including renewals) until modified or terminated by any one of the Agencies by providing 30-day prior written notice to the other Agencies.



## BUILDING ELECTRIFICATION MOU BETWEEN SAC CITY, COUNTY AND SMUD

### **ADDITIONAL MISCELLANEOUS PROVISIONS**

1. Merged Document. This MOU constitutes the entire integrated agreement among the Agencies hereto regarding the subject matter hereof, and supersedes all previous and contemporaneous negotiations, agreements, and understandings, whether oral or written, among the Agencies.
2. Including. When used in this Agreement "including" shall mean "Including but not limited to."
3. Execution in Counterparts. This MOU may be executed in counterparts or duplicate originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This MOU may be executed and delivered by electronic transmission which shall have the same force and effect as delivery of an original document with original signatures.
4. Nonexclusive. This MOU is "non-exclusive" and nothing in this MOU shall prohibit or constrain the individual Agencies from undertaking projects, programs, activities or commitments outside of this MOU.
5. Assignment. Neither Agency shall assign or transfer its rights or obligations under this MOU, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Parties which shall not be unreasonably withheld. Any assignment in violation of this provision shall be null and void.
6. Exclusion of Third-Party Rights. The provisions of this MOU shall not impart rights enforceable by any person, firm or organization not a party to this MOU or a permitted successor or assignee of a Party.
7. Notice. Any notice or demand required to be given herein shall be made in writing (unless expressly permitted herein to be verbal) and delivered by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective Parties set forth below:

For City of Sacramento:

Jennifer Venema, Climate Action Lead  
915 I Street, Sacramento, CA 95814

For Sacramento Municipal Utility District:

Steve Johns, Regional & Local Government Affairs Manager  
6201 S Street, Sacramento, CA 95817

For County of Sacramento:

John Lundgren, Sustainability Manager  
700 H Street, Suite 7650, Sacramento, CA 95814

## BUILDING ELECTRIFICATION MOU BETWEEN SAC CITY, COUNTY AND SMUD

IN WITNESS WHEREOF, THE PARTIES TO THIS MOU HAVE ENTERED INTO THIS AGREEMENT AS OF THE LAST DATE WRITTEN BELOW:

### CITY OF SACRAMENTO

DocuSigned by:

*Hector Barron*

3/11/2022

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Hector Barron, Assistant City Manager

Date

APPROVED AS TO FORM:

DocuSigned by:

*Gerald C Hicks*

3/11/2022

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Gerald Hicks, Supervising Deputy City Attorney

Date

### COUNTY OF SACRAMENTO

DocuSigned by:

*David Villanueva*

3/11/2022

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David Villanueva, Deputy County Executive

Date

APPROVED AS TO FORM:

DocuSigned by:

*June Powells-Mays*

3/12/2022

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June Powells-Mays, Supervising Deputy County Counsel

Date

### SACRAMENTO MUNICIPAL UTILITY DISTRICT

DocuSigned by:

*Paul Lau*

3/11/2022

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Paul Lau, Chief Executive Officer and General Manager

Date

APPROVED AS TO FORM:

DocuSigned by:

*Joy Mastache*

3/11/2022

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Joy Mastache, Senior Attorney

Date

BUILDING ELECTRIFICATION MOU BETWEEN SAC CITY, COUNTY AND SMUD

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO,  
AND  
THE SACRAMENTO MUNICIPAL UTILITY DISTRICT.

FOR THE PURPOSE OF COORDINATING BUILDING ELECTRIFICATION  
PROJECTS, POLICIES AND ACTIVITIES

Additional Agency Addendum

The incorporated city identified below hereby agrees to become an “Additional Agency” to the MOU between the City of Sacramento, County of Sacramento and the Sacramento Municipal Utility District for the Purpose of Coordinating Building Electrification Projects, Policies and Activities (“MOU”) and shall be included as one of the “Agencies” bound by said MOU. Said incorporated city agrees to the terms and conditions specified in the MOU and commits to use its unique roles, assets, and responsibilities, as described below, in furtherance of the collective goals set forth in the MOU .

TYPE STATEMENT OF UNIQUE ROLE HERE MIRRORING WHAT WAS DONE IN  
SECTION 13

TYPE ADDITIONAL AGENCY

Additional Agency Authorized Agent Name, Title

Date

APPROVED AS TO FORM:

Additional Agency Attorney Name, Title

Date



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** August 11, 2022

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Regina Cave, General Services Director  
Leslie Blomquist, City Engineer

**SUBJECT:** **Mariposa Avenue Safe Routes to School Phase 4 – ATPSB1L 5475(043)**  
**Approval of Contract Amendment No. 2 – Construction Management,**  
**Inspection and Materials Testing Services**

#### **Summary and Recommendation**

On May 13, 2021, the City Council authorized an Agreement for Construction Management, Inspection and Materials Testing Services (Agreement) with Coastland Civil Engineering, Inc. (Coastland) for the Mariposa Avenue Safe Routes to School Phase 4 Project (Project).

During construction, unforeseen conditions were discovered and additional work authorized, which resulted in additional working days being granted to the contractor. Consequently, on December 9, 2021, the City Council authorized Coastland's agreement be amended to support additional construction management and inspection services.

With construction almost complete and with the Project being funded with a federal grant, staff requested a proposal from Coastland to support the city in providing all project close out documentation necessary to comply with grant requirements. This additional service requires an amendment to the Agreement, which services will be paid for on an hourly basis. Staff negotiated an amount of \$11,222.65 for Contract Amendment No. 2.

Staff recommends the City Council adopt Resolution No. 2022-\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 2 to the Agreement for Professional Services with Coastland Civil Engineering, Inc. for the Mariposa Avenue Safe Routes to School Phase 4 Project.

#### **Fiscal Impact**

The current not-to-exceed fee for construction management is \$291,898.83. Proposed Amendment No. 2 will increase the not-to-exceed fee for professional services by \$11,222.65 to a total of \$303,121.48. The recommended action results in no fiscal impact to the Fiscal Year

(FY) 2022/2023 budget, nor the 2021/2022 Capital Improvement Program (CIP). Proposed Amendment No. 2 will be paid for utilizing Active Transportation Program (ATP) grant funds supported by Measure A Bicycle and Pedestrian Safety Funds (Fund 311) as the required local match.

### **Background and Analysis**

The Project is the final phase of 1.2 mile Safe Route to School project providing complete streets connections between Greenback Lane and Madison Avenue encompassing Skycrest Elementary, San Juan High School, and San Juan Park. This phase of the Project will complete the bicycle and pedestrian network between Northeast Circle and Madison Avenue including installation of sidewalk, curb and gutter, bike lanes, street lighting, and upgrades to the traffic signal at Madison Avenue and Mariposa Avenue.

In November 2016, the city was selected to receive an Active Transportation Program (ATP) grant for the design, right-of-way, and construction of the Project. Design was completed in November 2020, and Caltrans authorized construction in December 2020.

On March 5, 2021, staff issued a Request for Proposals (RFP) seeking qualified firms to provide Construction Management, Inspection and Materials Testing Services for the Project. A total of seven proposals were received and after a thorough review and interviews of the top ranking firms, Coastland was determined to be the most qualified consultant for the desired services. The selection process was consistent with Caltrans Local Assistance Procedures Manual (LAPM), Chapter 10.

On May 13, 2021, the City Council authorized an Agreement with Coastland for the Project. During construction, several unforeseen conditions were encountered including substantial amounts of unsuitable material and additional utility conflicts. This work resulted in additional working days being granted to the contractor, for which additional inspection services were needed. As such, on December 9, 2021, the City Council authorized Amendment No. 1 to the Agreement to provide additional on-site construction management and inspection services.

With substantial completion of the construction achieved and project closeout to begin in the near future, staff requested a proposal from Coastland to support the city in providing all project close out documentation necessary to comply with grant requirements. The project closeout period, which can be time consuming, is critical to complying with grant requirements. Amendment No. 2 to the Agreement (Attachment 2) with Coastland will provide these services.

This project aligns with the City Council's three-year strategic planning goal to "Maintain Public Infrastructure and Enhance Alternative Modes of Transportation".

### **Attachments**

- 1) Resolution No. 2022-\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 2 to the

**Subject: Mariposa Avenue Safe Routes to School Phase 4 – Approval of Contract Amendment No. 2**

**Date: August 11, 2022**

**Page 3 of 3**

Agreement for Professional Services with Coastland Civil Engineering, Inc. for the Mariposa Avenue Safe Routes to School Phase 4 Project.

- 2) Amendment No. 2 to the agreement for professional services between the City of Citrus Heights and Coastland Civil Engineering, Inc. for the Mariposa Avenue Safe Routes to School Phase 4 Project



**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER  
TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT FOR  
PROFESSIONAL SERVICES WITH COASTLAND CIVIL ENGINEERING,  
INC. FOR THE MARIPOSA AVENUE SAFE ROUTES TO SCHOOL PHASE 4  
PROJECT**

**WHEREAS**, the City Council of the City of Citrus Heights, California, wishes to finalize construction and project closeout of the Mariposa Avenue Safe Routes to School Phase 4 Project (Project);

**WHEREAS**, Caltrans issued an Authorization to Construct the Project in December 2020;

**WHEREAS**, the City circulated a request for proposals for construction management, inspection and materials testing services, and found Coastland Civil Engineering, Inc. as the most qualified to provide the required services;

**WHEREAS**, on May 13, 2021, the City Council of the City of Citrus Heights, California authorized execution of an agreement with Coastland Civil Engineering, Inc. in the amount of \$241,340 for Construction Management, Inspection and Materials Testing Services;

**WHEREAS**, on December 9, 2021, the City Council of the City of Citrus Heights, California authorized execution of Amendment No. 1 to the agreement with Coastland Civil Engineering, Inc. in the amount of \$50,558.83 for Construction Management, Inspection and Materials Testing Services;

**WHEREAS**, the city wishes to amend the agreement to provide project closeout and grant compliance services for the Project;

**WHEREAS**, Amendment No. 2, in the amount of \$11,222.65 will increase the total not-to-exceed contract fee to \$303,121.48; and

**WHEREAS**, the proposed professional services will be paid for using a combination of Active Transportation Program grant funds and Measure A Bicycle and Pedestrian Safety funds (Fund 311).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute Contract Amendment No. 2, in the amount not to exceed \$11,222.65 for the Mariposa Avenue Safe Routes to School Phase 4 Project.

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 11th day of August, 2022 by the following vote, to wit:



**Subject: Mariposa Avenue Safe Routes to School Phase 4 – Approval of Contract Amendment No. 2**

**Date: August 11, 2022**

**Page 2 of 2**

**AYES: Council Members:**

**NOES: Council Members:**

**ABSTAIN: Council Members:**

**ABSENT: Council Members:**

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**Porsche Middleton, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**

**AMENDMENT NO. 2 TO CONTRACT FOR PROFESSIONAL  
SERVICES FOR THE MARIPOSA AVENUE SAFE ROUTES TO SCHOOL PHASE 4  
PROJECT BETWEEN THE CITY OF CITRUS HEIGHTS AND COASTLAND CIVIL  
ENGINEERING, INC.**

This Amendment No. 2 (the “Contract Amendment No. 2”) is entered into by and between the City of Citrus Heights (“City”), a municipal corporation in the State of California, and Coastland Civil Engineering, Inc. (“Consultant”), as of \_\_\_\_\_, 2022.

**RECITALS**

WHEREAS, the City and Consultant previously entered into that Contract for Professional Design Services for Construction Management, Inspection and Materials Testing Services for the Mariposa Avenue Safe Routes to School Phase 4 (“Project”) dated May 13, 2021 (the “Agreement”);

WHEREAS, on December 22, 2021, Contract Amendment No. 1 in the amount of \$50,558.83 was executed to perform additional environmental studies;

WHEREAS, the City and Consultant now wish to execute Contract Amendment No. 2 to provide additional professional services for the Project (the “Additional Work”); and

WHEREAS, the City and Consultant also agree to increase the maximum compensation allowed under the Agreement by eleven thousand, two hundred twenty-two dollars and sixty-five cents (\$11,222.65), for an amended not-to-exceed total compensation of three hundred three thousand, one hundred twenty-one dollars and forty-eight cents (\$303,121.48).

NOW, THEREFORE, the City and Consultant agree as follows:

1. Introduction. The City and Consultant agree to modify the Agreement to include the Additional Work. Article I, Section A of the Agreement, “INTRODUCTION,” is hereby amended to read as follows:

“A. The work to be performed under this contract is described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposals dated April 30, 2021, November 18, 2021, and July 26, 2022. The approved CONSULTANT’s Cost Proposals are attached hereto as Exhibits A, A1, and A2, and incorporated by reference. If there is any conflict between the approved Proposals and this contract, the contract shall take precedence.”

2. Compensation. City and Consultant also agree to increase the maximum compensation allowed under the Agreement by eleven thousand, two hundred twenty-two dollars and sixty-five cents (\$11,222.65). Article V of the Agreement “ALLOWABLE COSTS AND PAYMENTS”, is hereby amended to read as follows:

“C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$24,289.44. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.”

“I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$303,121.48.”

3. Exhibits.

The Additional Work described under Section 1 of this Amendment and the fee estimate of such work described under Section 2 of this Amendment are attached hereto as Attachment 1 and shall become Exhibit A2 to the Agreement.

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect, including but not limited to, the terms and conditions regarding timing of payment, insurance and indemnification, and standard of care.

**CITY OF CITRUS HEIGHTS**

By: \_\_\_\_\_

Ashley J. Feeney, City Manager

Date: \_\_\_\_\_

Attest

\_\_\_\_\_  
Amy Van, City Clerk

Approved as to Form

\_\_\_\_\_  
Ryan Jones, City Attorney

**COASTLAND CIVIL ENGINEERING, INC.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** August 11, 2022

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Regina Cave, General Services Director  
Leslie Blomquist, City Engineer

**SUBJECT:** **Park Facilities Impact Fee Request**  
**Expansion of the C-Bar-C Park Playground**

### **Summary and Recommendation**

The City of Citrus Heights collects a Park Facilities Impact Fee on new development projects. The revenue and interest from this fee is used by Sunrise Recreation and Park District (District) for improvements and/or construction of park and recreation facilities within city limits. The District is requesting to use park impact fees for replacement and expansion of the existing C-Bar-C playground.

Staff recommends the City Council adopt Resolution No. 2022-\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing and Approving the Use of Park Facilities Impact Fees in the Amount Not to Exceed \$150,000 for expansion of the C-Bar-C Park Playground.

### **Fiscal Impact**

The current balance of the Park Facilities Impact Fee fund (Fund 265) is \$225,549. The total fiscal impact of approving the District's request for expansion of the C-Bar-C Park playground is \$150,000.

A separate request for authorization of \$75,000 of Park Facilities Impact Fees for construction of the Arcade-Cripple Creek Trail Project within C-Bar-C Park is included as part of Agenda Item 13.

### **Background and Analysis**

The City Council adopted a Park Facilities Impact Fee in 1999 to maintain existing park and recreation facility standards, and mitigate impacts caused by new development. Shortly after the adoption of the fee, the city entered into a Memorandum of Understanding (MOU) with the

District which outlines the collection and use of the fee as well as the process for requesting the fee. The District must obtain prior approval from the City Council before expending the fee. A committee of city and District representatives reviews requests for funding and sends their recommendations to the full City Council for a vote.

The City/District 2x2 Committee, which consists of two District board members (Board Chair Huber and Board Member Shahan) and two city council members (Vice Mayor Schaefer and Council Member Miller), serves as the reviewing committee. The Committee met on July 21, 2022, to discuss the request and the Committee recommended that Park Facilities Impact Fee funds be used for the Project. Also on July 21, 2022, the Sunrise Recreation and Park District Board voted approval to support the use of Park Facilities Impact Fees in the amount of \$150,000 for expansion of the C-Bar-C Park Playground.

The C-Bar-C Park Playground Expansion will remove the old playground and replace it with a new expanded play structure, near the planned location of the future Arcade-Cripple Creek Trail Project. The expansion of the playground area meets the eligibility requirements for utilizing Park Facilities Impact Fee funds.

### **Attachments**

- 1) Resolution No. 2022-\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing and Approving the Use of Park Facilities Impact Fees in the Amount Not to Exceed \$150,000 for the C-Bar-C Park Playground Expansion Project.



**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING AND APPROVING THE  
USE OF PARK FACILITIES IMPACT FEE FUNDS IN THE AMOUNT NOT TO  
EXCEED \$150,000 FOR EXPANSION OF THE C-BAR-C PARK  
PLAYGROUND**

**WHEREAS**, the City of Citrus Heights (City) adopted Ordinance No. 99-13 on July 14, 1999, which created and established the authority for imposing and charging Park Facilities Impact Fees (Fees) within the City of Citrus Heights;

**WHEREAS**, on June 23, 2022, the City adopted a resolution adopting the Park Impact Fee Nexus Study and updating the Park Impact Fee;

**WHEREAS**, the Park Impact Fees are collected to finance park and recreation facilities in Citrus Heights, specifically within Sunrise Recreation and Parks District (District) parks;

**WHEREAS**, the City and District's City/Park 2x2 committee reviewed and approved a request for the use of up to \$150,000 in fees for expansion of the C-Bar-C Park playground at their July 21, 2022 meeting;

**WHEREAS**, on July 21, 2022 the Sunrise Recreation and Park District Board voted approval to support the use of Park Facilities Impact Fees in the amount of \$150,000 for expansion of the C-Bar-C Park Playground.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the City Council of the City of Citrus Heights authorizes and approves the use of Park Facilities Impact Fees in the amount not to exceed \$150,000 for expansion of the C-Bar-C Park playground.

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 11th day of August, 2022 by the following vote, to wit:

**AYES: Council Members:**

**NOES: Council Members:**

**ABSTAIN: Council Members:**

**ABSENT: Council Members:**

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**Porsche Middleton, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** August 11, 2022

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Casey Kempenaar, Community Development Director  
Eric Singer, Associate Planner

**SUBJECT:** **Zoning Code Updates**

#### **Summary and Recommendation**

On occasion, refinements to the Zoning Code are necessary to clarify existing standards, implement new ones, reflect changes in law, and address changing business types and their activities. Staff proposes to modify section 106.32 (Affordable Housing Incentives) of the Zoning Code to reflect changes in state law. The approval of these amendments does not approve any development project. Rather, they amend and clarify certain sections of the Zoning Code for consistency with state law.

The proposed Zoning Code updates were presented to the Planning Commission on July 13, 2022. The Planning Commission recommended 6-0 that the City Council approve the proposed amendments.

The following motions are recommended:

- Motion 1: Move to determine the proposed amendments are exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the Guidelines; and
- Motion 2: Move to introduce for first reading, read by title only and waive the full reading of Ordinance 2022-\_\_\_\_\_, as shown in Attachment 1, an Ordinance of the City Council of the City of Citrus Heights Amending Section 106.32 (Affordable Housing Incentives) of Chapter 106 of the Citrus Heights Municipal Code (Zoning Code Section)

#### **Fiscal Impact**

There is no fiscal impact associated with this action. Consistency with state housing laws, including Affordable Housing Incentives, is a pre-requisite for being considered a “Pro-Housing” agency. Recently, state grants have included preferential scoring for grant applications that come from Pro-Housing agencies.



### **Background and Analysis**

California's Density Bonus Law provides housing developers with tools to encourage the development of much needed affordable and senior housing. The California Legislature continues to refine the Density Bonus Law with new legislation, which provides additional flexibility to developers in meeting requirements for a density bonus. In addition, a 2021 appellate court ruling changes the types of information that local governments can require from density bonus applications seeking an incentive or concession. The proposed amendments are to bring the City's Zoning Code into alignment with changes made to the Density Bonus Law over the past two years.

### **Project Description**

Staff proposes to modify section 106.32 (Affordable Housing Incentives) of the Zoning Code to reflect changes in state law. The approval of these amendments does not approve any development project. Rather, they amend certain sections of the Zoning Code for consistency with state law.

Below is a summation of all of the 2022 changes to the California Density Bonus law, which have been incorporated into Zoning Code Chapter 106.32:

- *Limits on Impact Fees:* AB 571 prohibits local governments from charging affordable housing impact fees, including inclusionary zoning fees and in-lieu fees, against affordable units in density bonus housing developments.
- *Longer Affordability Periods:* AB 634 allows a local government to adopt an ordinance requiring an affordability period of more than 55 years in density bonus housing projects. However, these local ordinances cannot impose affordability periods of more than 55 years in developments financed with low income housing tax credits.
- *Incentives & Concessions; Parking; Qualifying Units:* SB 290 makes several changes to density bonus law, including:
  - Provides one incentive or concession for density bonus projects that include at least 20% of the units for lower income students in a student housing development.
  - Eliminates the ability of local governments to disapprove a developer's request for an incentive or concession, or a waiver or modification of development standards, on the grounds that it would have a specific adverse impact on the physical environment.
  - Provides parking standards of one-half space per bedroom for housing developments which include at least 40% moderate income units that are located within a half mile of a major transit stop.
  - Eliminates the requirement that for-sale units for moderate income households must be in a "common interest development" in order to qualify for a density bonus.
  - Clarifies that for purposes of qualifying for a density bonus, the "total units" in a housing development include affordable units that are designated to satisfy local inclusionary housing requirements.
  - Clarifies that for purposes of qualifying for a density bonus, affordable units for very low or lower income households can be either rental or for-sale units. (Affordable units for moderate income households still must be for-sale units and may not be rental units)

- *Sale of Affordable Units to Nonprofit Corporations:* SB 728 allows developers in for-sale density bonus housing developments to sell affordable units to nonprofit housing corporations instead of selling the units directly to a low or moderate income homebuyer. The nonprofit housing corporation must then sell each home to a lower income buyer subject to affordability requirements with a term of at least 45 years, an equity sharing agreement, and a repurchase option in favor of the nonprofit corporation. The nonprofit corporation may be permitted by the local agency to retain the initial subsidy and share of appreciation which is produced from the resale of the affordable unit, so long as the funds are used to promote homeownership for lower income households within the jurisdiction of the local agency.
- *Required Submission of Pro Formas:* An appellate court ruled in 2021 that local agencies cannot require density bonus applicants to submit pro formas or other documentation required to prove that requested incentives and concessions are necessary to make the housing development financially feasible. The court found that a City of Los Angeles ordinance requiring density bonus applicants to submit information to show incentives and concessions are needed to make the project economically feasible was preempted by state density bonus law because the requirement was based on a former version of the law that has since been revised. However, local agencies can require applicants to show that requested incentives and concessions will result in cost reductions for the project. *Schreiber v. City of Los Angeles*, 69 Cal. App. 5th (2021).

### ***July 13 Planning Commission Meeting***

The proposed amendments to the Zoning Code were presented to the Planning Commission at the July 13<sup>th</sup> Planning Commission meeting. The Planning Commission reviewed the proposed changes and voted 6-0 to recommend that the City Council accept the amendments as presented.

### ***Environmental Review***

This project is categorically exempt from the California Environmental Quality Act (CEQA Guidelines Section 15061(b) (3)) in that adoption of the proposed Ordinance will not result in any impacts on the physical environment; and under the general rule that the proposed amendments to the Municipal Code do not have the potential to have a significant effect on the environment.

### **Attachments**

1. Ordinance 2022-\_\_\_\_\_, an Ordinance of the City Council of the City of Citrus Heights Amending Section 106.32 (Affordable Housing Incentives) of Chapter 106 of the Citrus Heights Municipal Code (Zoning Code Section)  
Exhibit A: Amended Zoning Code

ORDINANCE 2022-\_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS  
AMENDING SECTION 106.32 (AFFORDABLE HOUSING INCENTIVES) OF  
CHAPTER 106 OF THE CITRUS HEIGHTS MUNICIPAL CODE (ZONING CODE  
SECTION)

THE CITY OF CITRUS HEIGHTS DOES ORDAIN AS FOLLOWS:

Section 1: Purpose and Authority

The purpose of this Ordinance is to amend the Citrus Heights Zoning Code as shown in Exhibit A amending Section 106.32 of the Zoning Code, relating to the State Density Bonus requirements, as set forth in California Government Code Sections 65915-65918.

Section 2: Findings

- The proposed amendments are consistent with the goals and policies of all elements of the General Plan, and any applicable specific plan, in that they maintain consistency with the California State Density Bonus Law.
- The proposed amendments will not be detrimental to the public, interest, health, safety, convenience, or welfare of the City in that they would amend the Zoning Code to maintain consistency with California State Density Bonus Law.

Section 3: Environmental Determination

The Council finds that the proposed amendments are exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the Guidelines.

Section 4: Action

The City Council hereby amends the Zoning Code of the City of Citrus Heights as described within Exhibit A herein, and as discussed within the Staff Report, which is incorporated by reference.

Section 4: Severability

If any section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of this Ordinance.

Section 5: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption, and within fifteen (15) days after its passage, shall be posted in three public places.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights this \_\_ day of \_\_\_\_, 2022 by the following vote:

<b>AYES:</b>	<b>Councilmembers:</b>
<b>NOES:</b>	<b>Councilmembers:</b>
<b>ABSENT:</b>	<b>Councilmembers:</b>
<b>ABSTAIN:</b>	<b>Councilmembers:</b>

\_\_\_\_\_  
Porsche Middleton, Mayor

**ATTEST:**

\_\_\_\_\_  
Amy Van, City Clerk

CODIFY \_\_\_\_\_

UNCODIFY \_\_\_\_\_

Exhibit:

A. Amended Zoning Code

## CHAPTER 106.32 - AFFORDABLE HOUSING INCENTIVES

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### Sections:

- 106.32.010 - Purpose
- 106.32.020 - Eligibility for Bonus, Incentives, or Concessions
- 106.32.030 - Allowed Density Bonuses
- 106.32.040 - Allowed Incentives or Concessions
- 106.32.050 - Parking Requirements in Density Bonus Projects
- 106.32.060 - Bonus and Incentives for Housing with Child Care Facilities
- 106.32.070 - Continued Availability
- 106.32.080 - Location and Type of Designated Units
- 106.32.090 - Processing of Bonus Requests
- 106.32.100 - Density Bonus Agreement
- 106.32.110 - Control of Resale
- 106.32.120 - Judicial Relief, Waiver of Standards

### 106.32.010 - Purpose

As required by Government Code Section 65915, this Chapter offers density bonuses, and incentives or concessions for the development of housing that is affordable to the types of households and qualifying residents identified in Section 106.32.020 (Eligibility for Bonus, Incentives, or Concessions). This Chapter is intended to implement the requirements of Government Code Section 65915, et seq., and the Housing Element of the General Plan. If conflicts occur between requirements of this Chapter of the Zoning Code and Government Code Section 65915 through 65918, the requirements of Government Code Section 65915 through 65918 shall apply.

### 106.32.020 - Eligibility for Bonus, Incentives, or Concessions

In order to be eligible for a density bonus and other incentives or concessions as provided by this Chapter, a proposed housing development shall comply with the following requirements, and satisfy all other applicable provisions of this Zoning Code, except as provided by Section 106.32.040 (Allowed Incentives or Concessions).

- A. Resident requirements.** A housing development proposed to qualify for a density bonus shall be designed and constructed so that it includes at least any one of the following:
1. 10 percent of the total number of proposed units are for lower income households, as defined in Health and Safety Code Section 50079.5;
  2. Five percent of the total number of proposed units are for very low income households, as defined in Health and Safety Code Section 50105;
  3. The project is a senior citizen housing development as defined in Civil Code Sections 51.3 and 51.12, or is a mobile home park that limits residency based on age requirements for housing older persons in compliance with Civil Code Sections 798.76 or 799.5; or
  4. 10 percent of the total dwelling units are for persons and families of moderate income, as defined in Health and Safety Code Section 50093, provided that all units in the development are offered to the public for purchase.
  5. 10 percent of the total units of a housing development are for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541 of the Government Code, or homeless

persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sect. 11301 et seq.) are for very low income households, as defined in Health and Safety Code Section 50105.

6. 20 percent of the total units for low income college students in housing dedicated for full-time students at accredited colleges meeting the requirements of Government Code 65915.
  7. The project donates at least one acre of land to the city for very low income units, and the land has appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing per Government Code Section 65915.
- B. Applicant selection of basis for bonus.** For purposes of calculating the amount of the density bonus in compliance with Section 106.32.030 (Allowed Density Bonuses), below, the applicant who requests a density bonus shall elect whether the bonus shall be awarded on the basis of Subsections A.1., 2., 3., 4., 5., 6., or 7. above.
- C. Bonus units shall not qualify a project.** A density bonus granted in compliance with Section 106.32.030 (Allowed Density Bonuses), below, including "total units," "total dwelling units," or "total rental beds" shall not be included when determining the number of housing units that is equal to the percentages required by Subsection A.
- D. Minimum project size to qualify for density bonus.** The density bonus provided by this Chapter shall be available only to a housing development of five or more dwelling units.
- E. Condominium conversion projects.** A condominium conversion project for which a density bonus is requested shall comply with the eligibility and other requirements in Government Code Section 65915.5.

### 106.32.030 - Allowed Density Bonuses

The amount of a density bonus allowed in a housing development shall be determined by the Council in compliance with this Section. For the purposes of this Chapter, "density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable zoning district and designation of the Land Use Element of the General Plan as of the date of application by the applicant to the City.

- A. Density bonus.** A housing project that complies with the eligibility requirements in Subparagraphs 106.32.020.A.1 shall be entitled to density bonuses as follows, unless a lesser percentage is proposed by the applicant.
- 1. Bonus for units for low, very low, and moderate income households, land donations, senior citizen developments, transitional foster youth housing, disabled veterans housing, homeless persons housing, or student housings.** A housing development that is eligible for a bonus in compliance with one of the criteria listed in Section 106.32.020.A shall be entitled to a density bonus calculated as follows:

Affordable Unit Percentage**	Very Low Income Density Bonus	Low Income Density Bonus	Moderate Income Density Bonus***	Land Donation Density Bonus	Senior****	Foster Youth/Disabled Vets/Homeless	College Students
5%	20%	--	--	--	20%	--	--
6%	22.5%*	--	--	--	20%	--	--
7%	25%	--	--	--	20%	--	--
8%	27.5%	--	--	--	20%	--	--
9%	30%	--	--	--	20%	--	--
10%	32.5%	20%	5%	15%	20%	20%	--
11%	35%	21.5%	6%	16%	20%	20%	--
12%	38.75%	23%	7%	17%	20%	20%	--
13%	42.5%	24.5%	8%	18%	20%	20%	--
14%	46.25%	26%	9%	19%	20%	20%	--
15%	50%	27.5%	10%	20%	20%	20%	--
16%	50%	29%	11%	21%	20%	20%	--
17%	50%	30.5%	12%	22%	20%	20%	--
18%	50%	32%	13%	23%	20%	20%	--
19%	50%	33.5%	14%	24%	20%	20%	--
20%	50%	35%	15%	25%	20%	20%	35%
21%	50%	38.75%	16%	26%	20%	20%	35%
22%	50%	42.5%	17%	27%	20%	20%	35%
23%	50%	46.25%	18%	28%	20%	20%	35%
24%	50%	50%	19%	29%	20%	20%	35%
25%	50%	50%	20%	30%	20%	20%	35%
26%	50%	50%	21%	31%	20%	20%	35%
27%	50%	50%	22%	32%	20%	20%	35%
28%	50%	50%	23%	33%	20%	20%	35%
29%	50%	50%	24%	34%	20%	20%	35%
30%	50%	50%	25%	35%	20%	20%	35%
31%	50%	50%	26%	35%	20%	20%	35%
32%	50%	50%	27%	35%	20%	20%	35%
33%	50%	50%	28%	35%	20%	20%	35%
34%	50%	50%	29%	35%	20%	20%	35%
35%	50%	50%	30%	35%	20%	20%	35%
36%	50%	50%	31%	35%	20%	20%	35%
37%	50%	50%	32%	35%	20%	20%	35%
38%	50%	50%	33%	35%	20%	20%	35%
39%	50%	50%	34%	35%	20%	20%	35%
40%	50%	50%	35%	35%	20%	20%	35%
41%	50%	50%	38.75%	35%	20%	20%	35%
42%	50%	50%	42.5%	35%	20%	20%	35%
43%	50%	50%	46.25%	35%	20%	20%	35%
44%	50%	50%	50%	35%	20%	20%	35%
100%*****	80%	80%	80%	35%	20%	20%	35%

\*All density bonus calculations resulting in fractions are rounded up to the next whole number

\*\*Affordable unit percentage is calculated excluding units added by a density bonus \*\*\*Moderate income density bonus applies to for sale units, not to rental units

\*\*\*\*No affordable units are required for senior units

\*\*\*\*\*Applies when 100% of the total units (other than manager's units) are restricted to very low, lower, and moderate income (maximum 20% moderate)

- a. **Increased bonus.** The increase in the table above shall be in addition to any increase in density required by Subsections A.1, up to a maximum combined mandated density increase of 35 percent if an applicant seeks both the increase required in compliance with a land donation, as well as the bonuses provided by any other qualifying category as described in Subsection A.1.
- b. **Eligibility for increased bonus.** An applicant shall be eligible for the increased density bonus provided by this Subsection if all of the following conditions are met.
  - (1) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.
  - (2) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.
  - (3) The transferred land is at least one acre, or of sufficient size to permit development of at least 40 units, has the appropriate General Plan designation, is appropriately zoned for development as affordable housing, and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible.
  - (4) No later than the date of approval of the final subdivision map, parcel map, or of the residential development, the transferred land shall have all of the permits and approvals, other than Building Permits, necessary for the development of the very low income housing units on the transferred land, except that the City may subject the proposed development to subsequent design review to the extent authorized by Government Code Section 65583.2(l) if the design is not reviewed by the City before the time of transfer.
  - (5) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with Section 106.32.070 (Continued Availability), below, which shall be recorded on the property at the time of dedication.
  - (6) The land is transferred to the City or to a housing developer approved by the City. The City may require the applicant to identify and transfer the land to the approved housing developer.
  - (7) The transferred land shall be within the boundary of the proposed development or, if the City agrees, within one-quarter mile of the boundary of the proposed development.
  - (8) The proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.
- B. **Greater or lesser bonuses.** The City may choose to grant a density bonus greater than provided by this Section for a development that meets the requirements of this Section, or grant a proportionately lower density bonus than required by this Section for a development that does not comply with the requirements of this Section.
- C. **Density bonus calculations.** The calculation of a density bonus in compliance with this Section that results in fractional units shall be rounded up to the next whole number, as required by State law. For the purpose of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or parcels.
- D. **Requirements for amendments or discretionary approval.** The granting of a density bonus shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.



- E. Location of bonus units.** The developer may locate density bonus units in the housing project in other than the areas where the units for the lower income households are located.

### 106.32.040 - Allowed Incentives or Concessions

- A. Applicant request and City approval.** An applicant for a density bonus in compliance with this Chapter may submit to the City a proposal for the specific incentives or concessions listed in Subsection C. (Type of incentives), below, that the applicant requests in compliance with this Section, and may request a meeting with the Director. The applicant may file their request either prior to an application for City approval of the proposed project, or concurrently with the application for project approval. The Council shall grant an incentive or concession request that complies with this Section unless the Council makes either of the following findings in writing, based upon substantial evidence:

1. The incentive or concession is not required to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set as specified in Section 106.32.070.B. (Unit cost requirements); or
2. The incentive or concession would have a specific adverse impact, as defined in Government Code Section 65589.5(d)(2), upon public health and safety, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households.
3. The concession or incentive would be contrary to state or federal law.

- B. Number of incentives.** The applicant shall receive the following number of incentives or concessions.

No. of Incentives/Concessions	Very Low Income %	Low Income %	Moderate Income %
1	5%	10%*	10%
2	10%	17%	20%
3	15%	24%	30%
4	100% Low/Very Low/Mod (20% Moderate Allowed)	100% Low/Very Low/Mod (20% Moderate Allowed)	100% Low/Very Low/Mod (20% Moderate Allowed)

\*One incentive or concession is also required for projects that include at least 20 percent of the total units for lower income students in a student housing development.

- C. Type of incentives.** For the purposes of this Chapter, concession or incentive means any of the following:

1. A reduction in the site development standards of this Zoning Code (e.g., site coverage limitations, setbacks, reduced parcel sizes, and/or parking requirements (see also Section 106.32.050 [Parking Requirements in Density Bonus Projects]), or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission in compliance with Health and Safety Code Section 18901 et seq., that would otherwise be required, that results in identifiable, financially sufficient, and actual cost reductions;
2. Approval of mixed-use zoning not otherwise allowed by this Zoning Code in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development, and the nonresidential land uses are compatible with the housing project and the existing or planned development in the area where the project will be located;
3. Other regulatory incentives proposed by the applicant or the City that will result in identifiable, financially sufficient, and actual cost reductions; and/or

4. In its sole and absolute discretion, a direct financial contribution granted by the Council, including writing-down land costs, subsidizing the cost of construction, or participating in the cost of infrastructure.

**D. Effect of incentive or concession.** The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

### 106.32.050 - Parking Requirements in Density Bonus Projects

**A. Applicability.** This Section applies to a development that meets the requirements of Section 106.32.020 (Eligibility for Bonus, Incentives, or Concessions), above, but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this Section in compliance with Section 106.32.040 (Allowed Incentives or Concessions), above.

**B. Number of parking spaces required.**

1. At the request of the applicant, the City shall apply the following vehicular parking ratios for a project that complies with the requirements of Section 106.32.020 (Eligibility for Bonus, Incentives, or Concessions), above, inclusive of handicapped and guest parking, pursuant to Government Code Section 65915(p)(1):

Studio	1 space
1 Bedroom	1 space
2 Bedroom	1.5 spaces
3 Bedroom	1.5 spaces
4+ Bedrooms	2.5 spaces

- a. Lower parking ratios apply to specified projects as follows:

Rental/for sale projects with at least 11% very low income or 20% low income units, within ½ mile of accessible major transit stop	0.5 spaces per unit
Rental projects 100% affordable to low income, within ½ mile of accessible major transit stop	0 spaces per unit
Rental senior projects 100% affordable to low income, either with paratransit service or within ½ mile of accessible bus route (operating at least 8 times per day)	0 spaces per unit
Rental special needs project 100% affordable to low income households, either with paratransit service or within ½ mile of accessible bus route (operating at least 8 times per day)	0 spaces per unit
Rental supportive housing developments 100% affordable to low income households	0 spaces per unit
For sale projects with at least 40% moderate income units, within ½ mile of accessible major transit stop	0.5 spaces per bedroom

2. If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number.

**C. Location of parking.** For purposes of this Section, a development may provide on-site parking through tandem or uncovered parking, but not through on-street parking.

**106.32.060 - Bonus and Incentives for Housing with Child Care Facilities**

A housing development that complies with the resident and project size requirements of Subsections 106.32.020.A., and B., above, and also includes as part of that development a child care facility other than a large or small family day care home, that will be located on the site of, as part of, or adjacent to the development, shall be subject to the following additional bonus, incentives, and requirements.

**A. Additional bonus and incentives.** The City shall grant a housing development that includes a child care facility in compliance with this Section either of the following:

1. An additional density bonus that is an amount of floor area in square feet of residential space that is equal to or greater than the floor area of the child care facility; or
2. An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

**B. Requirements to qualify for additional bonus and incentives.**

1. The City shall require, as a condition of approving the housing development, that:
  - a. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable in compliance with Section 106.32.070 (Continued Availability), below; and
  - b. Of the children who attend the child care facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income in compliance with Subsection 106.32.020 A (Resident requirements), above.
2. The City shall not be required to provide a density bonus for a child care facility in compliance with this Section if it finds, based upon substantial evidence, that the community has adequate child care facilities.

**106.32.070 - Continued Availability**

The units that qualified the housing development for a density bonus and other incentives and concessions shall be continue to be available as affordable units in compliance with the following requirements, as required by Government Code Section 65915(c)). See also Section 106.32.110 (Control of Resale).

**A. Duration of affordability.** The applicant shall agree to, and the City shall ensure the continued availability of the units that qualified the housing development for a density bonus and other incentives and concessions, as follows.

1. **Low-, and very low-income units.** The continued affordability of all low- and very low income qualifying units shall be maintained for 55 years, or a longer time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.
2. **Moderate income units in common interest development.** The continued availability of moderate income units in a common interest development shall be maintained for a minimum of 10 years.

**B. Unit cost requirements.** The rents and owner-occupied costs charged for the housing units in the development that qualify the project for a density bonus and other incentives and concessions, shall not exceed the following amounts during the period of continued availability required by this Section:

1. **Lower income units.** Rents for the lower income density bonus units shall be set at an affordable rent as defined in Health and Safety Code Section 50053; and
  2. **Owner-occupied units.** Owner-occupied units shall be available at an affordable housing cost as defined in Health and Safety Code Section 50052.5.
- C. Occupancy and resale of moderate income common interest development units.** An applicant shall agree to, and the City shall ensure that the initial occupant of moderate income units that are directly related to the receipt of the density bonus in a common interest development as defined in Civil Code Section 1351, are persons and families of moderate income, as defined in Health and Safety Code Section 50093, and that the units are offered at an affordable housing cost, as defined in Health and Safety Code Section 50052.5. The City shall enforce an equity sharing agreement unless it is in conflict with the requirements of another public funding source or law. The following requirements apply to the equity sharing agreement.
1. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation.
  2. The City shall recapture any additional subsidy and its proportionate share of appreciation, which shall then be used within three years for any of the purposes described in Health and Safety Code Section 33334.2(e) that promote home ownership. For the purposes of this Section:
    - a. The City's initial subsidy shall be equal to the fair market value of the home at the time of initial sale, minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value; and
    - b. The City's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the home at the time of initial sale.

### 106.32.080 - Location and Type of Designated Units

- A. Location/dispersal of units.** As required by the Council in compliance with Section 106.32.090 (Processing of Bonus Requests), below, designated units shall be reasonably dispersed throughout the project where feasible, shall contain on average the same number of bedrooms as the non-designated units in the project, and shall be compatible with the design or use of remaining units in terms of appearance, materials, and finished quality.
- B. Phasing.** If a project is to be phased, the density bonus units shall be phased in the same proportion as the non-density bonus units, or phased in another sequence acceptable to the City.

### 106.32.090 - Processing of Bonus Requests

- A. Permit requirement.** A request for a density bonus and other incentives and concessions shall be submitted concurrently with the filing of the planning application for the first discretionary permit required for the housing or commercial development. The density bonus request shall be submitted in writing and shall be processed concurrently with the planning application. The applicant shall be informed whether the application is consistent with Government Code Section 65943.
- B. Application Contents.** An application to request a density bonus shall be filed with the Department on a City application form together with all information required by the City's list of required application contents.
- C. Application Review Process.** The review process for a density bonus project shall be the same as that required for associated discretionary permits. Discretionary actions on density bonus project shall be subject to the same appeal process applied to associated discretionary permits. The application and approval of a density bonus and any associated

incentives or concessions shall not require a separate permit or approval process from that otherwise required for the same project without a density bonus request.

- D. Findings for approval.** In addition to the findings required by any discretionary permits, the approval of a density bonus and other incentives and concessions shall require that the review authority first make all of the following additional findings:
1. The residential development will be consistent with the General Plan, except as provided by this Chapter for density bonuses, and other incentives and concessions;
  2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities;
  3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this Chapter; and
  4. There are sufficient provisions to guarantee that the units will remain affordable for the required time period.

### 106.32.100 - Density Bonus Agreement

- A. Agreement required.** An applicant requesting a density bonus shall agree to enter into a density bonus agreement (referred to as the "agreement") with the City in the City's standard form of agreement.

**B. Agreement provisions.**

1. **Project information.** The agreement shall include at least the following information about the project:
  - a. The total number of units approved for the housing development, including the number of designated dwelling units;
  - b. A description of the household income group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing cost consistent with HUD Guidelines;
  - c. The marketing plan for the affordable units;
  - d. The location, unit sizes (square feet), and number of bedrooms of the designated dwelling units;
  - e. Tenure of the use restrictions for designated dwelling units of the time periods required by Section 106.32.070 (Continued Availability);
  - f. A schedule for completion and occupancy of the designated dwelling units;
  - g. A description of the additional incentives being provided by the City;
  - h. A description of the remedies for breach of the agreement by the owners, developers, and/or successors-in-interest of the project; and
  - i. Other provisions to ensure successful implementation and compliance with this Chapter.
2. **Minimum requirements.** The agreement shall provide, at minimum, that:
  - a. The developer shall give the City the continuing right-of-first-refusal to lease or purchase any or all of the designated dwelling units at the appraised value;

- b. The deeds to the designated dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interests for designated units without the written approval of the City;
  - c. When providing the written approval, the City shall confirm that the price (rent or sale) of the designated dwelling unit is consistent with the limits established for low and very low income households, as published by HUD;
  - d. The City shall have the authority to enter into other agreements with the developer, or purchasers of the designated dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households;
  - e. Applicable deed restrictions, in a form satisfactory to the City Attorney, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in foreclosure, specific performance, or withdrawal of the Certificate of Occupancy;
  - f. In any action taken to enforce compliance with the deed restrictions, the City Attorney shall, if compliance is ordered by a court of competent jurisdiction, take all action that may be allowed by law to recover all of the City's costs of action including legal services; and
  - g. Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.
3. **For-sale housing conditions.** In the case of for-sale housing developments, the agreement shall provide for the following conditions governing the initial sale and use of designated dwelling units during the applicable restriction period:
- a. Designated dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing; and
  - b. The initial purchaser of each designated dwelling unit shall execute an instrument or agreement approved by the City which:
    - (1) Restricts the sale of the unit in compliance with this Chapter during the applicable use restriction period;
    - (2) Contains provisions as the City may require to ensure continued compliance with this Chapter and State law; and
    - (3) Shall be recorded against the parcel containing the designated dwelling unit.
  - c. The housing units are purchased by a qualified nonprofit housing corporation pursuant to a recorded contract that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code and that complies with all requirements as described in Government Code Section 65915.
4. **Rental housing conditions.** In the case of a rental housing development, the agreement shall provide for the following conditions governing the use of designated dwelling units during the use restriction period:
- a. The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated dwelling units for qualified tenants;

- b. Provisions requiring owners to annually verify tenant incomes and maintain books and records to demonstrate compliance with this Chapter;
- c. Provisions requiring owners to submit an annual report to the City, which includes the name, address, and income of each person occupying the designated dwelling units, and which identifies the bedroom size and monthly rent or cost of each unit; and
- d. The applicable use restriction period shall comply with the time limits for continued availability in Section 106.32.070 (Continued Availability), above.

**C. Execution of agreement.**

- 1. Following Council approval of the agreement, and execution of the agreement by all parties, the City shall record the completed agreement on the parcels designated for the construction of designated dwelling units, at the County Recorder's Office.
- 2. The approval and recordation shall take place at the same time as the final map or, where a map is not being processed, before issuance of Building Permits for the designated dwelling units.
- 3. The agreement shall be binding on all future owners, developers, and/or successors-in-interest.

**106.32.110 - Control of Resale**

In order to maintain the availability of for-sale affordable housing units constructed in compliance with this Chapter, the following resale conditions shall apply.

- A. Limits on resale price.** The price received by the seller of an affordable unit shall be limited to the purchase price plus an increase based on the Sacramento metropolitan area consumer price index, an amount consistent with the increase in the median income since the date of purchase, or the fair market value, whichever is less. Before offering an affordable housing unit for sale, the seller shall provide written notice to the City of their intent to sell. The notice shall be provided by certified mail to the Director.
- B. Units to be offered to the City.** Home ownership affordable units constructed, offered for sale, or sold under the requirements of this Section shall be offered to the City or its assignee for a period of at least 90 days from the date of the notice of intent to sell is delivered to the City by the first purchaser or subsequent purchasers. Home ownership affordable units shall be sold and resold from the date of the original sale only to households as determined to be eligible for affordable units by the City in compliance with this Section. The seller shall not levy or charge any additional fees nor shall any "finders fee" or other monetary consideration be allowed other than customary real estate commissions and closing costs.
- C. Declaration of restrictions.** The owners of any affordable unit shall attach and legally reference in the grant deed conveying title of the affordable ownership unit a declaration of restrictions provided by the City, stating the restrictions imposed in compliance with this Section. The grant deed shall afford the grantor and the City the right to enforce the declaration of restrictions. The declaration of restrictions shall include all applicable resale controls, occupancy restrictions, and prohibitions required by this Section.
- D. City to monitor resale of units.** The City shall monitor the resale of ownership affordable units. The City or its designee shall have a 90-day option to commence purchase of ownership affordable units after the owner gives notification of intent to sell. Any abuse in the resale provisions shall be referred to the City for appropriate action.

**106.32.120 - Judicial Relief, Waiver of Standards**

- A. Judicial relief.** As provided by Government Code Section 65915(d)(3), the applicant may initiate judicial proceedings if the City refuses to grant a requested density bonus, incentive, or concession.
- B. Waiver of standards preventing the use of bonuses, incentives, or concessions.**
1. As required by Government Code Section 65915(e), the City will not apply a development standard that will have the effect of precluding the construction of a development meeting the criteria of Subsection 106.32.020 A (Resident requirements), above, at the densities or with the concessions or incentives allowed by this Chapter.
  2. An applicant may submit to the City a proposal for the waiver or reduction of development and zoning standards that would otherwise inhibit the utilization of a density bonus on a specific site, including minimum parcel size, side setbacks, and placement of public works improvements.
  3. The applicant shall show that the waiver or modification is necessary to make the housing units economically feasible.
- C. City exemption.** Notwithstanding the provisions of Subsections A. and B., above, nothing in this Section shall be interpreted to require the City to:
1. Grant a density bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction, would have a specific, adverse impact, as defined in Government Code Section 65589.5(d)(2), upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact; or
  2. Grant a density bonus, incentive or concession, or waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources.





# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** August 11, 2022

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Casey Kempenaar, Community Development Director  
Eric Singer, Associate Planner

**SUBJECT:** **Abandonment of Setback in Larchmont Rosewood Subdivision**

#### **Summary and Recommendation**

The City has been approached by a property owner within the Larchmont Rosewood Subdivision about an existing easement impacting the feasibility of additional construction within the subdivision. Staff is recommending abandonment of an existing 25-foot setback across thirty (30) separate parcels within the Larchmont Rosewood Subdivision, recorded on April 6 of 1983.

Though there are no clear records of what the setback was recorded for, staff has determined that it was most likely recorded as a safety setback from the adjacent parcel to the west, which was previously owned by Southern Pacific Transportation Company. After the Larchmont Rosewood subdivision map was recorded, the adjacent property was sold and subsequently developed into another single-family housing community (Roseville Pointe), thus negating the need for the setback in question.

The following motions are recommended:

- Motion 1: Move to determine the proposed amendments are exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the Guidelines; and
- Motion 2: Move to introduce for first reading, read by title only and waive the full reading of Ordinance No. 2022-\_\_\_\_\_ an Ordinance of the City Council of the City of Citrus Heights, Approving Abandonment of an Existing 25-Foot Setback on Thirty Parcels Located Within the Larchmont Rosewood Subdivision (APN 209-0690-003, -004, -050, -051, -065, -066, 209-0700-005 through -016, -029, -030, 209-0710-011, -012, -018, -019, --021 through -026)

#### **Fiscal Impact**

There is no fiscal impact associated with this action.

### **Background and Analysis**

The property owner at 5935 Geoffwood Court has requested abandoning the 25-foot setback that runs along the west side of his property. The setback in question runs along every property on the west side of the Larchmont Rosewood subdivision bordering unincorporated Sacramento County, from 5930 Geoffwood Court on the south end to 8045 Ericwood Court at the north end, impacting thirty (30) parcels in total (see Figure 1 below).

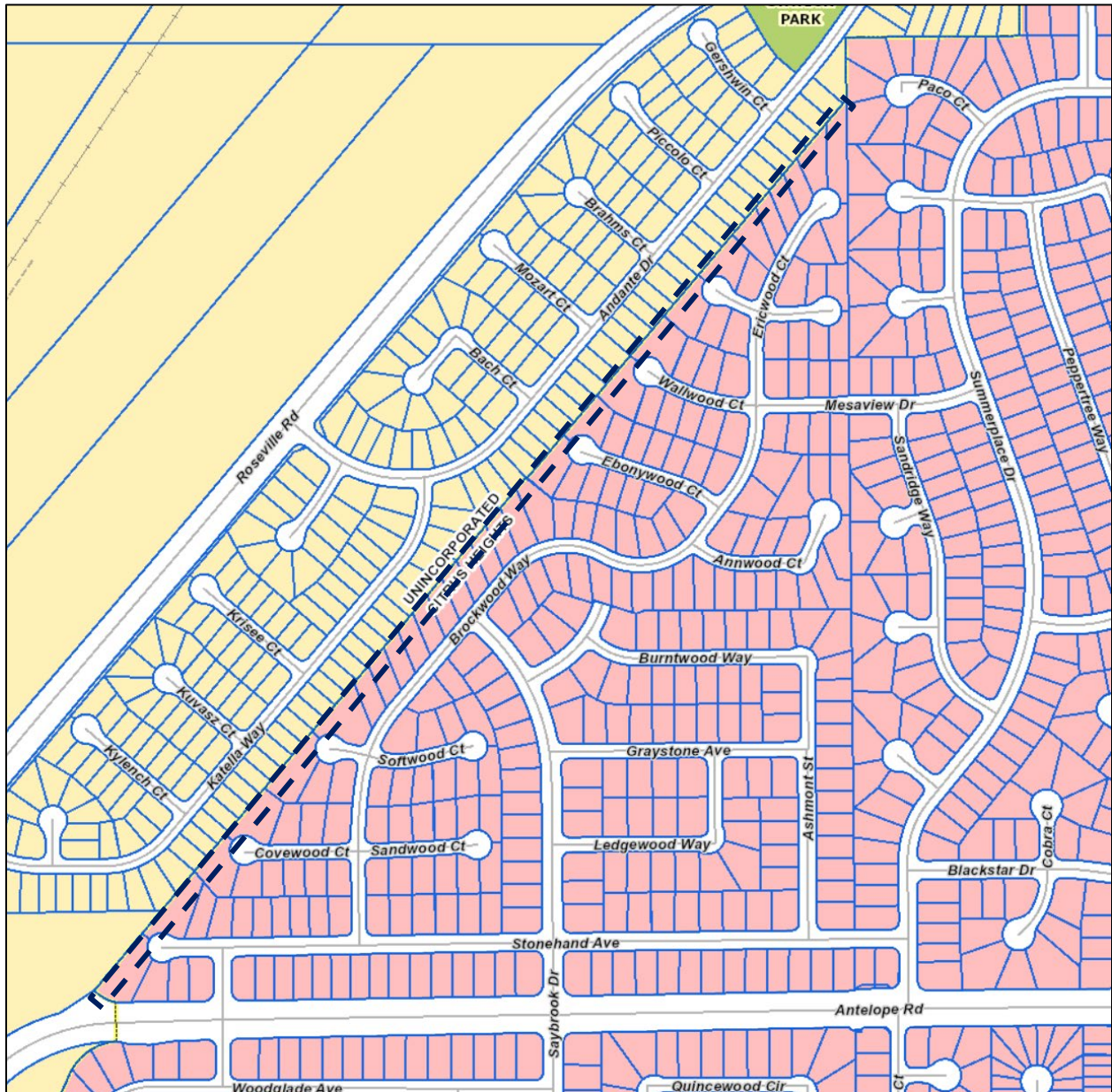


Figure 1: Approximate Location of 25-Foot Setback

Although there is not a clear record of the purpose of the setback, staff has determined it was most likely provided as a safety buffer between the homes built within the Larchmont Rosewood

community and the adjacent parcel to the west, which was owned by Southern Pacific Transportation Company at the time.

There may have been plans to build a road, rail line, or other industrial use, which meant the 25-foot setback area was potentially needed to ensure safety or privacy for the Larchmont Rosewood subdivision. Since that time, the area to the west of the Larchmont Rosewood subdivision has been developed into more single-family homes (the Roseville Pointe subdivision), thus negating the need for a 25-foot setback.

In accordance with Government Code Section 66469-66470, a recorded final map may be amended as a result of changed circumstances if the local agency enacts an authorizing ordinance and makes certain specified findings. To support the amendment, the local agency must find that changed circumstances make any or all map conditions no longer appropriate or necessary;

- a) The modifications do not impose an additional burden on the existing fee owner;
- b) The modifications do not alter any right, title, or interest in the property shown on the recorded map; and
- c) The modified map does not contain any of the grounds for denying a map under Govt C §66474.

The vacation of the setback in question will not pose any additional burden on existing fee owners of any of the parcels in question, does not alter any rights, title, or interests in the properties therein, and the modified map does not contain grounds for denying a map under Government Code Section 66474.

Furthermore, the abandonment of the setback would allow for owners of the parcels in question to more fully utilize their rear and side yards that had previously disallowed accessory structures, pools, and similar uses. Additionally, it would retroactively permit any structures or uses already occurring in the setback area.

To abandon the setback, staff recommends that City Council direct the City Engineer to file or have filed a Certificate of Correction reflecting the abandonment of the 25-foot setback on each affected parcel in the records of the Sacramento County Recorder in substantially the form as seen in Exhibit B of Attachment 1.

### ***Public Outreach***

Prior to filing the application for abandonment of the setback, the applicant reached out to each of the property owners affected by the setback to receive signatures of support. In total, seventeen (17) signatures were acquired. Additionally, per Government Code 65090-65091, staff provided public notice to each of the properties affected by the proposed setback abandonment. Staff also provided a copy of the proposed abandonment to all applicable utility agencies. No comments were received.

### ***Environmental Review***

This project is categorically exempt from the California Environmental Quality Act (CEQA Guidelines Section 15061(b)(3) in that adoption of the proposed Ordinance will not result in any impacts on the physical environment; and under the general rule that the proposed setback abandonment does not have the potential to have a significant effect on the environment.

**Subject: Abandonment of Setback in Larchmont Rosewood Subdivision**

**Date: August 11, 2022**

**Page 4 of 4**

**Attachments**

1. Ordinance No. 2022-\_\_\_\_\_ an Ordinance of the City Council of the City of Citrus Heights, Approving Abandonment of an Existing 25-Foot Setback on Thirty Parcels Located Within the Larchmont Rosewood Subdivision (APN 209-0690-003, -004, -050, -051, -065, -066, 209-0700-005 through -016, -029, -030, 209-0710-011, -012, -018, -019, --021 through -026)
  - a. Larchmont Rosewood Subdivision Map
  - b. Form of Certificate of Correction to Subdivision Map

ORDINANCE 2022-\_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS APPROVING ABANDONMENT OF AN EXISTING 25-FOOT SETBACK ON THIRTY PARCELS LOCATED WITHIN THE LARCHMONT ROSEWOOD SUBDIVISION (APN 209-0690-003, -004, -050, -051, -065, -066, 209-0700-005 THROUGH -016, -029, -030, 209-0710-011, -012, -018, -019, -021 THROUGH -026)

THE CITY OF CITRUS HEIGHTS DOES ORDAIN AS FOLLOWS:

Section 1: Purpose and Authority

The purpose of this Ordinance is to amend an approved subdivision map by approving abandonment of a 25-foot setback on thirty (30) parcels within the Larchmont Rosewood Subdivisions Unit 1 and Unit 2, as depicted and described within Exhibit A herein and discussed within the Staff Report.

Section 2: Findings

The City Council hereby makes the following findings and determinations in consideration of approval of an abandonment of a 25-foot setback in the Larchmont Rosewood Subdivisions Unit 1 and Unit 2 depicted on Exhibit A attached hereto:

- The modifications do not impose an additional burden on the existing fee owner(s);
- The modifications do not alter any right, title, or interest in the property shown on the recorded map; and
- The modified map does not contain any of the grounds for denying a map under Government Code Section 66474.

Section 3: Action

- A. The City Council hereby amends those Subdivision Maps, titled “Larchmont Rosewood Unit 1”, recorded in Sacramento County Bk 151 PG 16, State of California, filed in the Office of the County Recorder of said County on April 6, 1983, and “Larchmont Rosewood Unit 2”, recorded in Sacramento County Bk 151 PG 17, State of California, filed in the Office of the County Recorder of said County on April 6, 1983, and approves the abandonment of a 25-foot setback on thirty (30) parcels within the Larchmont Rosewood subdivision, as depicted on Exhibit A herein and discussed within the Staff Report, both of which are incorporated herein by reference.
- B. The City Council directs the City Engineer to file or have filed Certificates of Correction reflecting the abandonment of the 25-foot setback on each affected parcel in the records of the Sacramento County Recorder in substantially the form attached hereto as Exhibit B.

Section 4: Severability

If any section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of this Ordinance.

Section 5: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption, and within fifteen (15) days after its passage, shall be posted in three public places.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights this \_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

<b>AYES:</b>	<b>Councilmembers:</b>
<b>NOES:</b>	<b>Councilmembers:</b>
<b>ABSENT:</b>	<b>Councilmembers:</b>
<b>ABSTAIN:</b>	<b>Councilmembers:</b>

\_\_\_\_\_  
Porsche Middleton, Mayor

**ATTEST:**

\_\_\_\_\_  
Amy Van, City Clerk

CODIFY \_\_\_\_\_

UNCODIFY   X  

Exhibit:

- A. Larchmont Rosewood Subdivision Map
- B. Form of Certificate of Correction to Subdivision Map



# PLAT OF LARCHMONT ROSEWOOD UNIT 1

A PORTION OF THE NORTHEAST ONE-  
QUARTER OF SECTION 21, T.10N., R.6E., M.D.M.  
COUNTY OF SACRAMENTO  
SCALE: 1" = 50'

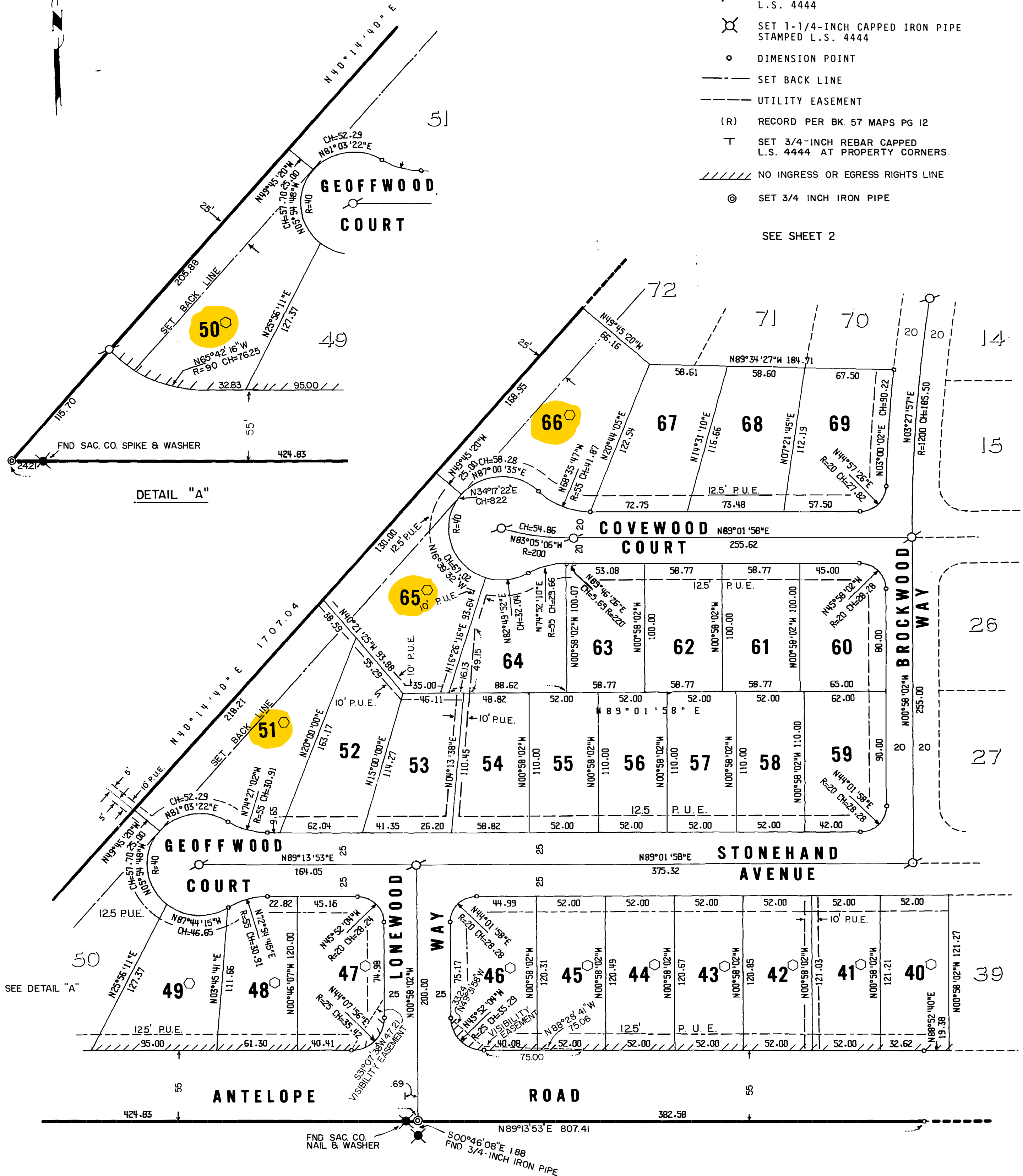
**RVA** RAYMOND VAIL AND ASSOCIATES

## LEGEND:

- ✕ FOUND AS NOTED
- FOUND OPEN 3/4-INCH IRON PIPE IN CL
- SET 3/4-INCH REBAR CAPPED L.S. 4444
- ⊗ SET 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- DIMENSION POINT
- SET BACK LINE
- UTILITY EASEMENT
- (R) RECORD PER BK. 57 MAPS PG 12
- ⊕ SET 3/4-INCH REBAR CAPPED L.S. 4444 AT PROPERTY CORNERS.
- //// NO INGRESS OR EGRESS RIGHTS LINE
- ⊙ SET 3/4 INCH IRON PIPE

SEE SHEET 2

SEE SHEET 2 FOR BASIS OF BEARINGS  
AND NOTES





# PLAT OF LARCHMONT ROSEWOOD UNIT 1

A PORTION OF THE NORTHEAST ONE-  
QUARTER OF SECTION 21, T.10N., R.6E., M.D.M.  
COUNTY OF SACRAMENTO  
SCALE: 1" = 50'

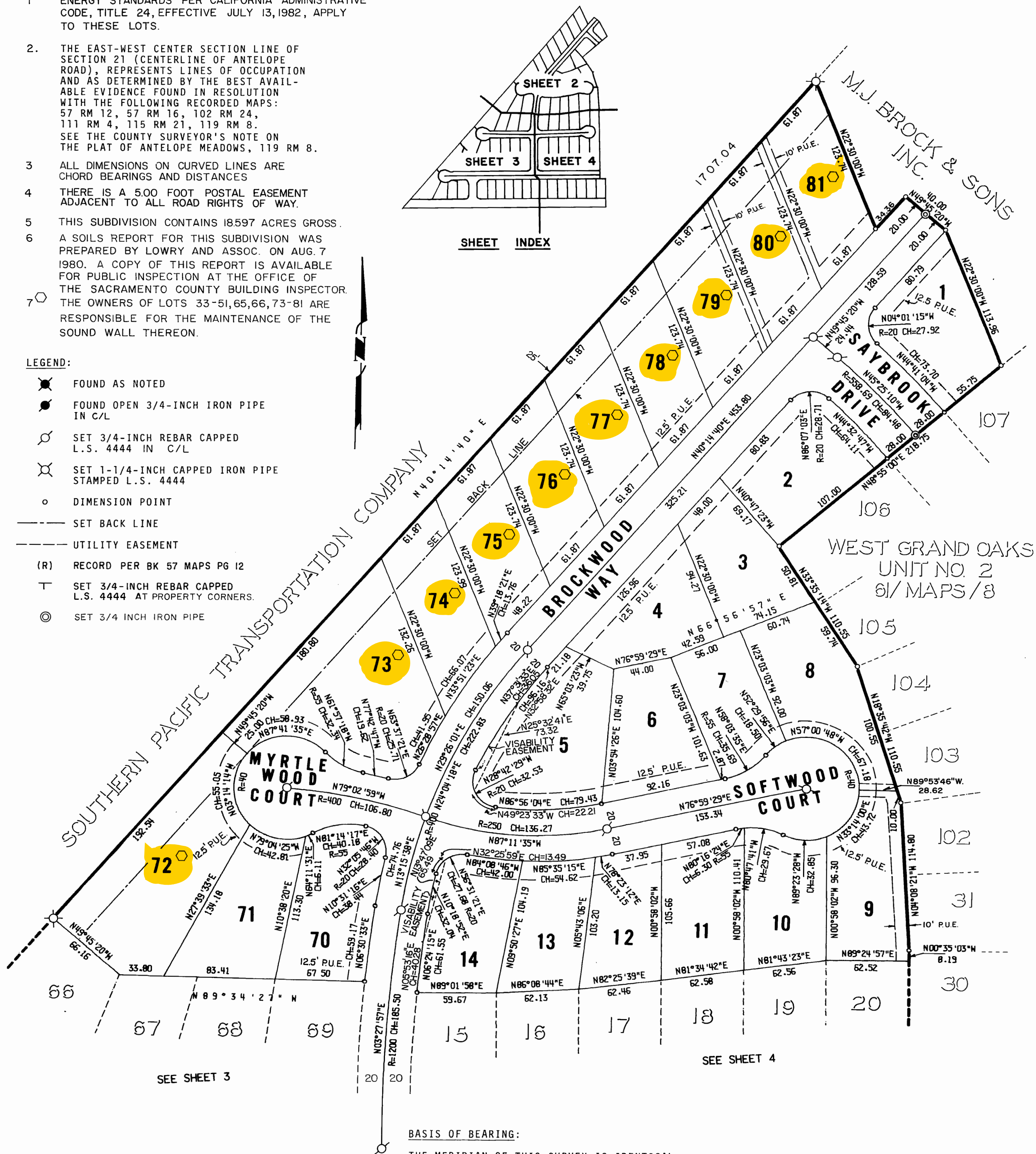
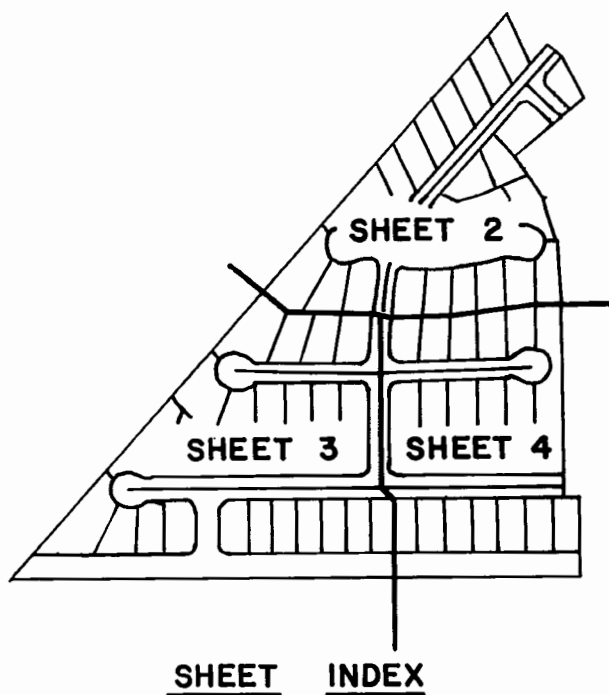
**RVA** RAYMOND VAIL AND ASSOCIATES

## NOTES:

1. ENERGY STANDARDS PER CALIFORNIA ADMINISTRATIVE CODE, TITLE 24, EFFECTIVE JULY 13, 1982, APPLY TO THESE LOTS.
2. THE EAST-WEST CENTER SECTION LINE OF SECTION 21 (CENTERLINE OF ANTELOPE ROAD), REPRESENTS LINES OF OCCUPATION AND AS DETERMINED BY THE BEST AVAILABLE EVIDENCE FOUND IN RESOLUTION WITH THE FOLLOWING RECORDED MAPS: 57 RM 12, 57 RM 16, 102 RM 24, 111 RM 4, 115 RM 21, 119 RM 8. SEE THE COUNTY SURVEYOR'S NOTE ON THE PLAT OF ANTELOPE MEADOWS, 119 RM 8.
3. ALL DIMENSIONS ON CURVED LINES ARE CHORD BEARINGS AND DISTANCES.
4. THERE IS A 5.00 FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHTS OF WAY.
5. THIS SUBDIVISION CONTAINS 18597 ACRES GROSS.
6. A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY LOWRY AND ASSOC. ON AUG. 7 1980. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.
7. THE OWNERS OF LOTS 33-51, 65, 66, 73-81 ARE RESPONSIBLE FOR THE MAINTENANCE OF THE SOUND WALL THEREON.

## LEGEND:

- ✕ FOUND AS NOTED
- FOUND OPEN 3/4-INCH IRON PIPE IN C/L
- SET 3/4-INCH REBAR CAPPED L.S. 4444 IN C/L
- ⊗ SET 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- DIMENSION POINT
- SET BACK LINE
- UTILITY EASEMENT
- (R) RECORD PER BK 57 MAPS PG 12
- ⊥ SET 3/4-INCH REBAR CAPPED L.S. 4444 AT PROPERTY CORNERS.
- ◎ SET 3/4 INCH IRON PIPE



## BASIS OF BEARING:

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THE PLAT OF WEST GRAND OAKS UNIT NO. 1 FILED IN BOOK 57 OF MAPS, MAP NO. 12, SACRAMENTO COUNTY RECORDS, BEING THE CENTERLINE OF SAYBROOK DRIVE, N00°35'03"W.



# PLAT OF LARCHMONT ROSEWOOD UNIT 2

A PORTION OF THE NORTHEAST ONE-QUARTER  
OF SECTION 21, T.10N., R.6E., M.D.M.  
COUNTY OF SACRAMENTO  
SCALE: 1" = 50'

CALIFORNIA  
MARCH 1983

**RVA** RAYMOND VAIL AND ASSOCIATES

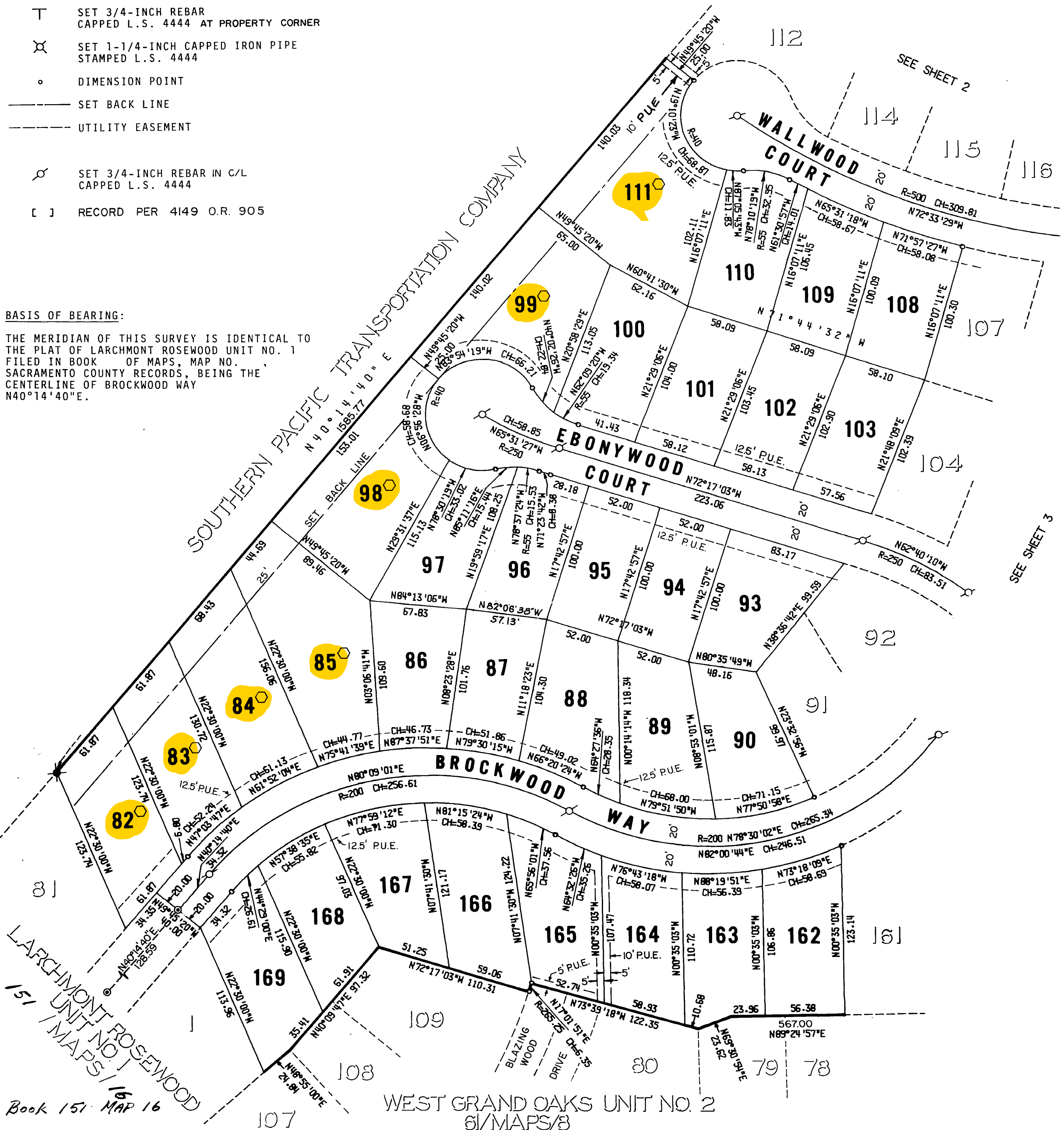
## LEGEND:

- FOUND AS NOTED
- FOUND OPEN 3/4-INCH IRON PIPE IN C/L
- ⊙ SET 3/4-INCH IRON PIPE PLUGGED L.S. 4444
- ✕ FOUND 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- ⊥ SET 3/4-INCH REBAR CAPPED L.S. 4444 AT PROPERTY CORNER
- ⊗ SET 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- DIMENSION POINT
- SET BACK LINE
- UTILITY EASEMENT
- ⊕ SET 3/4-INCH REBAR IN C/L CAPPED L.S. 4444
- [ ] RECORD PER 4149 O.R. 905

SEE SHEET 2 FOR NOTES

## BASIS OF BEARING:

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THE PLAT OF LARCHMONT ROSEWOOD UNIT NO. 1 FILED IN BOOK OF MAPS, MAP NO. SACRAMENTO COUNTY RECORDS, BEING THE CENTERLINE OF BROCKWOOD WAY N40°14'40"E.



SHEET 4 OF 4 SHEETS

C C 381,2 / 194,6 E

151/17-C



# PLAT OF LARCHMONT ROSEWOOD UNIT 2

A PORTION OF THE NORTHEAST ONE-QUARTER  
OF SECTION 21, T.10N., R.6E., M.D.M.  
COUNTY OF SACRAMENTO  
SCALE: 1" = 50'

RAYMOND VAIL AND ASSOCIATES

FOUND 2" CAPPED  
IRON PIPE STAMPED  
LS 3333

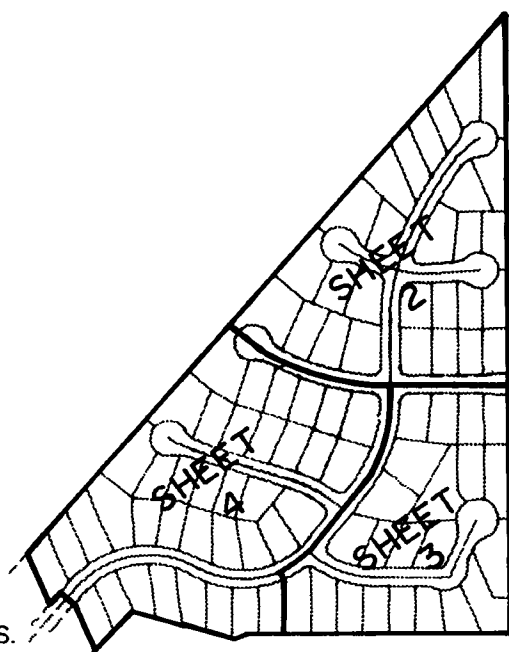
SECTION  
S16 S15  
S21 S22  
LS3333

## NOTES:

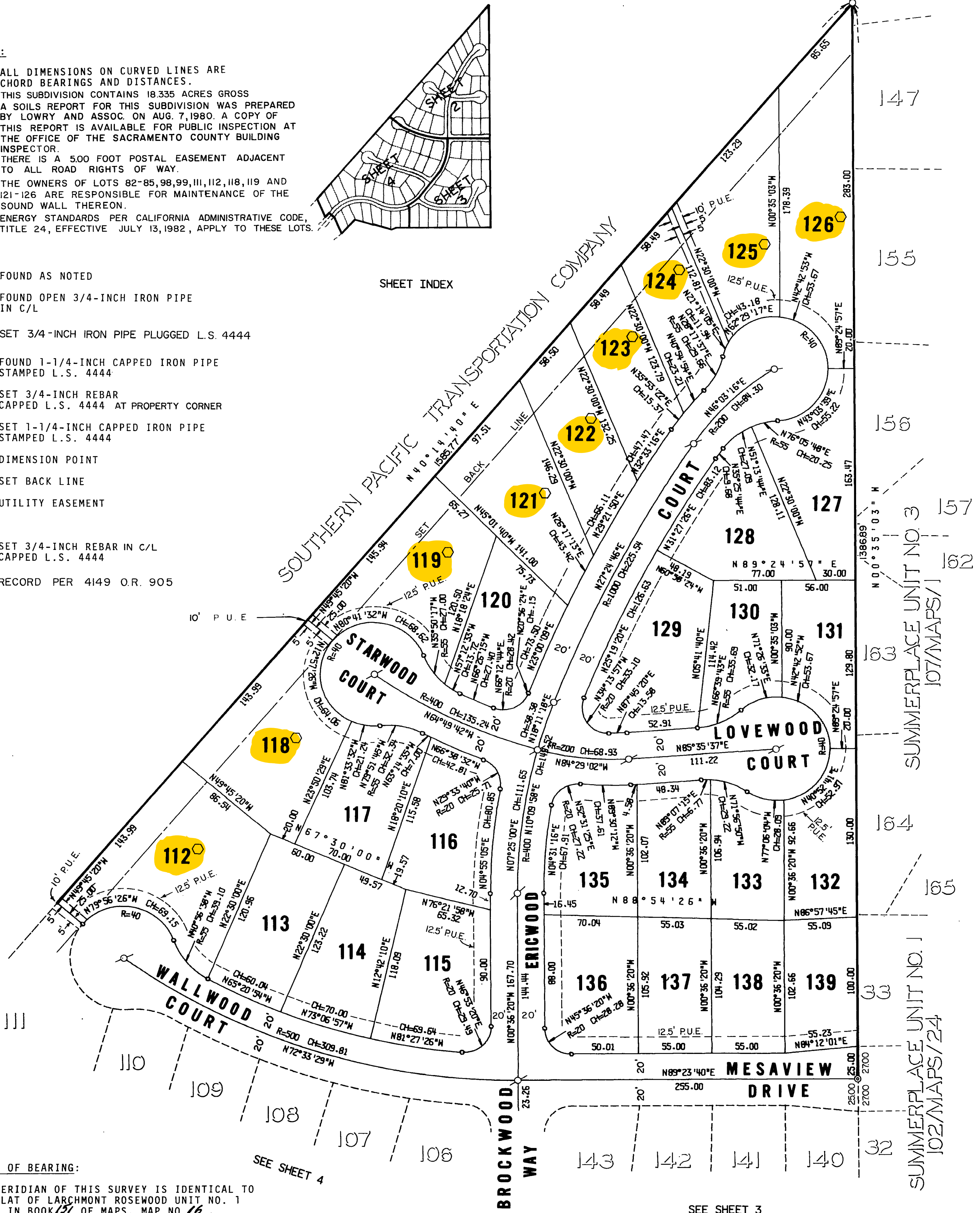
- ALL DIMENSIONS ON CURVED LINES ARE CHORD BEARINGS AND DISTANCES.
- THIS SUBDIVISION CONTAINS 18.335 ACRES GROSS
- A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY LOWRY AND ASSOC. ON AUG. 7, 1980. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.
- THERE IS A 500 FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHTS OF WAY.
- THE OWNERS OF LOTS 82-85, 98, 99, III, II2, II8, II9 AND I21-I26 ARE RESPONSIBLE FOR MAINTENANCE OF THE SOUND WALL THEREON.
- ENERGY STANDARDS PER CALIFORNIA ADMINISTRATIVE CODE, TITLE 24, EFFECTIVE JULY 13, 1982, APPLY TO THESE LOTS.

## LEGEND:

- FOUND AS NOTED
- FOUND OPEN 3/4-INCH IRON PIPE IN C/L
- ⊙ SET 3/4-INCH IRON PIPE PLUGGED L.S. 4444
- ✕ FOUND 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- ⊥ SET 3/4-INCH REBAR CAPPED L.S. 4444 AT PROPERTY CORNER
- ⊗ SET 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- DIMENSION POINT
- SET BACK LINE
- UTILITY EASEMENT
- ⊙ SET 3/4-INCH REBAR IN C/L CAPPED L.S. 4444
- [ ] RECORD PER 4149 O.R. 905



SHEET INDEX



## BASIS OF BEARING:

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THE PLAT OF LARCHMONT ROSEWOOD UNIT NO. 1 FILED IN BOOK 151 OF MAPS, MAP NO. 16, SACRAMENTO COUNTY RECORDS, BEING THE CENTERLINE OF BROCKWOOD WAY N40°14'40"E.

C/C 381.2 / 194.6 E

SHEET 2 OF 4 SHEETS

151/17-A

RECORDING REQUESTED BY:  
City of Citrus Heights

WHEN RECORDED RETURN TO:  
City of Citrus Heights  
City Clerk's Office  
6360 Fountain Sq Dr  
Citrus Heights, CA 95621

**SAMPLE**

**Certificate of Correction  
Form**

APN. \_\_\_\_\_

THE AREA ABOVE IS RESERVED FOR RECORDER'S  
USE

**AMENDING MAP**

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax - NONE  
City of Citrus Heights EXEMPT - Rev. & Tax. C.A. §  
11922 NO FEE - CITY BUSINESS - Gov. Code §  
6103

Pursuant to Section 66469 of the Subdivision Map Act,

NOTICE IS GIVEN that Subdivision titled "Larchmont Rosewood Unit 1", recorded in Sacramento County Bk 151 PG 16, State of California, filed in the Office of the County Recorder of said County on April 6, 1983 is amended as follows:

I certify that the following are the names of the fee owners of real property affected by; such corrections on the date of the filing or recording of the original recorded map,

MJ Brock/Sons Inc.

**CERTIFICATE OF SURVEYOR (OR ENGINEER)**

I further certify that the above Certificate of Correction was prepared by or under the direction and control of the undersigned (registered civil engineer) or (professional land surveyor).

(SEAL)

Signature: \_\_\_\_\_  
P.L.S.  
DATE:

I, \_\_\_\_\_, City Engineer of the City of Citrus Heights, County of Sacramento, State of California, certify that I have examined the foregoing Certificate of Correction and find that the only changes shown hereon are changes provided for by Section 66469 of the Subdivision Map Act.

(SEAL)

Signature: \_\_\_\_\_  
P.E.  
DATE:

I, the undersigned, on the behalf of the City of Citrus Heights, County of Sacramento, State of California, certify that I have examined the foregoing Certificate of Correction and find that the only changes shown hereon are changes provided for by Section 66469 of the Subdivision Map Act.

(SEAL)

Signature: \_\_\_\_\_  
P.L.S.  
DATE:



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** August 11, 2022

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Regina Cave, General Services Director  
Casey Kempenaar, Community Development Director  
Leslie Blomquist, City Engineer

**SUBJECT:** **Arcade Cripple Creek Trail Project**  
**(formerly known as the Electric Greenway Trail Project)**

### **Summary and Recommendation**

The Arcade-Cripple Creek Trail Project (Project) will construct a 2.9-mile multi-use trail that will provide bicycle and pedestrian facilities largely following an existing Sacramento Municipal Utility District (SMUD) overhead transmission corridor between Arcade Creek Park Preserve and Wachtel Way in both Citrus Heights and unincorporated Orangevale in Sacramento County. The Project includes a direct connection to the recently constructed Mitchell Village Trail, and will provide access between eight parks, the Sunrise Market Place and to Woodside K-8 School.

The trail will consist of a ten-foot wide paved trail with two-foot wide decomposed granite shoulders and has been specifically designed to minimize impacts to trees. Lighting is included along the entire length of the trail, and the project will construct safe crossings of public roadways and reduce potential flooding impacts by removing existing impediments to the floodway.

This project is a culmination of two decades of city, community and partnership efforts. The project is identified as a Priority 1 (highest priority) project in the City's General Plan, Bikeway Master Plan and Pedestrian Master Plan. The Project is also a regionally significant trail project, included in the Sacramento Area Council of Government (SACOG) Regional Trail Network, and developed in partnership with the community, Sunrise Recreation and Park District (SRPD), Orangevale Recreation and Park District (ORPD), San Juan Unified School District (SJUSD), and SMUD.

The environmental review was completed in 2019, final engineering design is complete and the Project is ready for construction.

Staff recommends the City Council adopt the following resolutions, in order:

1. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Approving the Use of Park Facilities Impact Fees in an Amount Not to Exceed \$75,000 for the Arcade-Cripple Creek Trail Project
2. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Approving a Loan from the Sacramento Area Council of Governments (SACOG) to Provide Gap Funding for Construction of the Arcade-Cripple Creek Trail Project
3. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Central Valley Engineering & Asphalt, Inc. for the Arcade-Cripple Creek Trail Project
4. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Professional Services Agreement with Coastland Civil Engineering Services, Inc. to Provide Construction Management, Inspection, and Materials Testing Services for the Arcade Cripple Creek Trail Project
5. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 7 to the Contract for Professional Services with GHD, Inc. for Construction Support for the Arcade-Cripple Creek Trail Project
6. Adopt Resolution No. 2022-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with the Sacramento Tree Foundation to Provide Professional Services for Tree Planting, Monitoring and Outreach Services

### **Fiscal Impact**

Although not all funds are programmed in the current Capital Improvement Program (CIP), sufficient funds are available, as listed in Table 2 below, to supplement the programmed project funding and cover the additional project costs. The full funding for the project is summarized in the following tables:

**Table No 1. – Estimated Project Costs**

<b>Project Component</b>	<b>Estimated Cost</b>
Recommended Contract Award	8,466,021.00
10% Contingency <sup>(1)</sup>	846,603.24
Construction Contract Sub Total	9,312,624.24
Construction Management Contract	823,340.12
Construction Design Support Services Contract	60,804.69
Tree Mitigation Fee (estimated) <sup>(2)</sup>	41,720.00

Project Component	Estimated Cost
Sacramento Tree Foundation Contract	135,645.95
Grand Total	10,374,135.00

**Table No 2. – Project Funding**

Source Fund	Fund No.	Amount
Active Transportation Program (ATP) Grant	-	2,025,000
Recreational Trails Grant	-	3,500,000
Per Capita Park Grant Funds	-	230,891
Park Impact Fees <sup>(3)</sup>	261	75,000
Storm Water Utility Funds	209	1,361,388
Measure A- Bike/Ped	310	750,000
Measure A- Traffic Safety	310	290,000
Waste Management Funds	510	6,210
Tree Mitigation Funds <sup>(2)</sup>	261	135,646
SACOG Gap Funding Loan <sup>(3)</sup>	-	2,000,000
Totals		10,374,135

<sup>(1)</sup>Typically, the City authorizes a 15% contingency. However; due to the size of this project a smaller than typical contingency is warranted. In addition, upon contract award, the City will discuss potential costs savings associated with the construction and any savings will be added to the base contingency.

<sup>(2)</sup>As part of the final items of work associated with the Project and as required by the City's Tree Preservation Ordinance, a Final Tree Impact Assessment will determine the final tree mitigation requirements. At that time, the Project will pay the required tree mitigation fees per Citrus Heights Municipal Code Section 106.39.090 increasing the balance in the Tree Mitigation Fund by approximately \$41,720. There are sufficient existing funds in the Tree Mitigation Fund (Fund 261) to cover the balance of the contract with the Sacramento Tree Foundation.

<sup>(3)</sup>Use of Park Impact Fees and approval of an interest-free SACOG Loan are both items recommended for approval as part of this Agenda Item. The SACOG loan, if approved, will consist of two disbursements, the first being \$1,500,000 in FY 22/23, the second for \$500,000 in FY 23/24. The loan will require four yearly payments of \$500,000 beginning on July 30, 2023. Non-General Fund funding sources are recommended for repayment of the SACOG Loan.

The bids received far exceeded the engineer's estimate due to a variety of reasons outside the City's control (discussed in more detail below). As a result, staff evaluated the potential of rejecting all current bids and rebidding the contract; however, rebidding the project brings with it the risk that bids could come in higher. The recent and projected construction climate is extremely volatile and there continues to be material supply chain and labor force issues, causing impacts to material costs, especially electrical items. This is not anticipated to improve in the near future.

In addition, pushing out the schedule another few months puts the already secured grant funds of \$5,755,891 at risk due to grant funding obligations/timelines. Deadlines for grant fund expenditures and timely use of funds were agreed to when the city initially accepted the various



grant awards. Should the City be unable to deliver the Project within the original grant funding deadlines, forfeiture of any unused funds, as well as repayment of any grant funds spent on the project to date (\$661,000), would be required. In addition, future grant awards will also be at jeopardy for failure to deliver an agreed upon project scope.

### **Background and Analysis**

The Arcade-Cripple Creek Trail Project will construct a 2.9-mile multi-use trail that will provide bicycle and pedestrian facilities largely following an existing SMUD overhead transmission corridor between Arcade Creek Park Preserve and Wachtel Way in both Citrus Heights and unincorporated Orangevale in Sacramento County. The Project includes a direct connection to the recently constructed Mitchell Village Trail and will provide direct access between eight public parks, the Sunrise Market Place and to Woodside K-8 School. The project will also provide new recreational and transportation options to numerous neighborhoods throughout the City. The trail acts as a first step to connect to the broader regional trail system in Roseville, Sacramento County, and ultimately Folsom to the American River Parkway.

The trail will consist of a ten foot wide paved trail with two foot wide decomposed granite shoulders and has been specifically designed to minimize impacts to trees. Lighting is included along the entire length of the trail, and the project will construct safe crossings of public roadways and reduce potential flooding by removing existing impediments to the floodway. The Project is a partnership between the City, SRPD, ORPD, SJUSD, and SMUD.

### **History of Project Development**

Over the last two decades the Citrus Heights City Council has taken several intentional actions leading to the provision of a series of creekside trails ultimately culminating in the Project's current shovel ready status:

- November 2000, the City Council adopted its first General Plan including Goal 38: Establish a system of creekside trails, passive open space, and parks for public use
- August 2011, the City Council adopted its second General Plan, retaining Goal 38 and including a renewed focus on sustainability, complete streets, including policies to adopt a Bikeway Master Plan and Pedestrian Master Plan
- March 2014, the City Council accepted the Creek Corridor Trail Project Feasibility Report directing staff to seek funds to implement the trails only listed as Priority 1 segments ([Link: Creek Corridor Feasibility Report](#))
  - The Arcade-Cripple Creek Trail alignment is identified as a Priority 1 (highest priority) trail segment in this report
- December 11, 2015, the City Council adopted the Bikeway Master Plan ([Link: Bikeway Master Plan](#)) and General Plan Bikeway Map ([Link: Bikeway Master Plan Map](#)) were updated to include the Priority 1 segments (Including the Arcade Cripple Creek Trail) ([Link: December 11, 2015 Agenda Packet-See Item 12](#))
- August 11, 2016, the City Council adopted the Citrus Heights Pedestrian Master Plan ([Link: Pedestrian Master Plan](#)) which included the Project as a Priority 1 trail segment ([Link: August 11, 2016 Agenda Packet-See Item 12](#))
- Acting on the priorities identified in the City planning documents, the City applied for



funding and in November 2016, the City was awarded a regional Active Transportation Program (ATP) grant in the amount of \$350,000 for the preliminary engineering phase of the Project

- September 2017, the City was awarded an ATP SB1 Augmentation Grant in the amount of \$5,866,000 for the remainder of the Project (for a total estimated project cost of \$7,015,000 including local match requirements)
- June 28, 2018, the City Council adopted a resolution authorizing a contract with a design consultant to begin the preliminary engineering and environmental review of the project ([Link: June 28, 2018 Agenda Packet-See Item 6](#))
- June 27, 2019, the City Council adopted the Project Environmental Document (Initial Study/Mitigated Negative Declaration) and Mitigation Monitoring Plan ([Link: June 27, 2019 Staff Report](#))
- On June 27, 2019, the City Council adopted a resolution directing staff to proceed with the final engineering design and right-of-way (ROW) phases of the project ([Link: June 27, 2019 Special Meeting Staff Report](#))
- January 2020, City Council adopted a resolution amending the design contract to continue with final engineering and right-of-way services ([Link: January 23, 2020 Staff Report-See Item 9](#))
- On November 12, 2020, the trail was officially named the “Arcade-Cripple Creek Trail” ([Link: November 12, 2020 Staff Report-See Item 11](#))
- May 2021, the City accepted a Per Capita Park Grant in the amount of \$230,891 for a portion of the construction.

#### *Crime Prevention Through Environmental Design (CPTED) Considerations*

Throughout the design, the city and design team have worked closely with the Citrus Heights Police Department (CHPD) and Sacramento County Sheriff's Office to incorporate Crime Prevention through Environmental Design (CPTED) best practices into all applicable Project elements. CPTED is a concept which groups several ideals of crime prevention together in order to make an area less attractive for crime and criminals. Different strategies will produce different results as each location and the needs of those who occupy it are unique and ever changing. For this Project the following CPTED strategies are most applicable and have been included in the design:

- Increased site distance: Much of the current Project alignment consists of overgrown vegetation and dead ends blocked by fencing. By relocating fences, eliminating dead ends, and removing overgrown vegetation, areas currently hidden from view will be easily seen
- Trail lighting: The Project will install trail lighting along the entire alignment, increasing visibility (and safety) at night
- Paved trail: Currently, there is no easy access for emergency response. By installing a paved trail, emergency response vehicles will be able to drive to areas in need of response, rather than having to travel to the remote areas on foot, reducing response times
- Bridges: Two new bridges are designed to be installed as part of the Project, one will replace an existing bridge in Sundance Natural Area and will be installed at a higher elevation due to state, local and federal requirements. The increased height of the bridge

will also increase sight distance under the bridge. Other elements have been included to reduce the potential for crime and loitering including the installation of rip-rap and trail lighting.

In 2014, SRPD constructed a trail in Arcade Creek Park Preserve, which connects to the Project at its western limits. Prior to the trail construction, this park also was heavily vegetated, and CHPD received regular calls for service. As part of the trail construction, the overgrown vegetation was removed, low hanging tree limbs and tall bushes were trimmed and visibility was significantly increased, allowing for better sightlines throughout the park. As a result of the work in the park, and the construction of the trail increasing access, CHPD's calls for service at this location have significantly decreased. It is anticipated that, after construction of the Arcade-Cripple Creek Trail project, CHPD and SRPD calls for service along the Project alignment will also see a significant decrease.

*Action Items for Consideration*

Recently, the City released the construction documents and requested public bids. Bids were opened on June 9, 2022, and the low bid received was \$8,466,021. In addition to construction costs, several other related "soft costs" (engineering support, construction management, mitigation) are necessary to deliver the project, resulting in a total project cost of \$10,374,135.

To that end, staff is recommending the City Council adopt six interrelated resolutions to support the project construction. Each of these actions is briefly summarized below and further discussed throughout the staff report:

1. Park Impact Fee Resolution – This resolution will authorize \$75,000 in Park Impact fees within C-Bar-C Park to support trail construction.
2. SACOG Loan Resolution – This resolution will authorize a zero interest \$2,000,000 loan from SACOG to allow for the construction of the trail.
3. Construction Contract Resolution – This resolution will authorize the City Manager to enter into a construction contract with Central Valley Engineering for up to \$8,466,021.
4. Construction Management Resolution - This resolution will authorize the City Manager to enter into a contract for Construction Management, Inspection and Materials Testing services necessary during the construction of the Project with Coastland Engineering for up to \$823,340.12.
5. Engineering Support Resolution – This resolution will authorize the City Manager to amend an existing agreement with GHD for additional scope to provide engineering support services through the duration of the construction phase of the Project, up to \$60,804.69.
6. Sacramento Tree Foundation Resolution – This resolution will authorize the City Manager to enter into an agreement with the Sacramento Tree Foundation to install and maintain trees necessary for the project and provide educational planting events for the project up to \$135,646.

*Park Facilities Impact Fees*

As part of the construction for the Project, the use of Park Facilities Impact Fees for portions of the trail construction within C-Bar-C is recommended.

In 1999, the City Council adopted a Park Facilities Impact Fee to maintain existing park and recreation facility standards, and mitigate impacts caused by new development. Shortly after the adoption of the fee, the City entered into a Memorandum of Understanding (MOU) with SRPD which outlines the collection and use of the fee as well as the process for requesting the fee. SRPD must obtain prior approval from the City Council before expending the fee. A committee of City and SRPD representatives reviews requests for funding and sends their recommendations to the full City Council for a vote.

The City/SRPD 2x2 Committee (Committee), which consists of two SRPD board members (Board Chair Huber and Board Member Shahan) and two city council members (Vice Mayor Schaefer and Council Member Miller), serves as the reviewing committee. The Committee met on July 21, 2022, to discuss the request and the Committee recommended that Park Facilities Impact Fee funds be used for the Project. Also on July 21, 2022, the SRPD Board voted approval to support the use of Park Facilities Impact Fees in the amount of \$75,000 for the Project.

Within the limits of C-Bar-C Park, the Project will construct a new trail, separating it from the dog park by a raised fence, and install trail lighting. The construction of the trail segment that will be within the park meets the eligibility requirements for utilizing Park Facilities Impact Fee funds.

*SACOG Loan*

To date, the City has secured three grants totaling \$5,755,891 and SRPD has authorized use of \$75,000 in Park Facilities Impact Fees (pending final approval as part of this City Council item). Local funds in the amount of \$2,543,244 (non-general fund sources) have also been identified for total available funds of \$8,374,135. The total cost for implementation of the Project is estimated at \$10,374,135, as outlined in the Fiscal Impact section of this staff report, leaving a funding shortfall of \$2,000,000.

After opening the bids, and fully examining the costs, staff contacted SACOG regarding various funding options.

SACOG staff informed the City that it recognizes the predicament that many agencies are and will be finding themselves in due to the volatile construction climate. SACOG offers creative funding opportunities in which municipalities can borrow funds to deliver projects in the current fiscal year. Construction of the Arcade-Cripple Creek Trail Project is an excellent candidate for this opportunity. The City has \$8,374,135 (including the \$75,000 in Park Facilities Impact Fees) committed to the Project and with the loan of \$2,000,000, the City will be ready to start construction on the project.

SACOG requires the applicant's governing body to certify by resolution the acceptance of the loan and commitment of funds to repay the loan.

Fully funding the Project now will eliminate the need to re-bid the project and avoid risk of construction prices increasing as well as minimize the risk associated with the grant funding and environmental permit requirements and deadlines.

The SACOG loan will be interest-free and consist of two disbursements, the first being \$1,500,000 in FY 22/23, the second for \$500,000 in FY 23/24. The loan will require four annual payments of \$500,000 to begin July 30, 2023. Loan payments will be made utilizing local transportation funds including but not limited to Measure A and SB1 transportation funds. No general funds are proposed for the loan repayment.

Over the past several years, the City has attempted to obtain additional grant funds to cover various aspects of the Project, knowing that construction prices were on the rise. In May 2021, City staff was successful in securing a \$230,891 via a Per Capita Park grant to cover additional construction costs for the Arcade-Cripple Creek Trail Project. However, despite ongoing efforts to identify and secure additional funding, the Project was not a competitive candidate for any recent funding programs and prices have continued to climb. Recognizing the need to move this regionally significant project forward, SACOG recommended the loan program to ensure the Project is delivered on a timely basis. Should additional non-general fund options be identified, or costs further reduced, the loan amount can be adjusted accordingly.

#### *Construction Contract*

The Project bid documents were advertised on April 29, 2022, and construction bids were opened on June 9, 2022.

In preparation for this Project, and in order to reach a larger pool of contractors, the General Services Department is now utilizing a new online public bidding system. The online platform sends notices to all plan rooms and contractor's exchanges in the greater Central Valley, Northern California, and the Bay Area. The plans for the Arcade-Cripple Creek Trail project were sent to 15 plan rooms. Eleven contractors downloaded directly from the online platform. Contractors as far as Utah downloaded the plan set for this Project.

A total of four bids were received and after a thorough analysis, staff has determined that Central Valley Engineering & Asphalt's base bid of \$8,466,021 was the lowest responsive and responsible bid. The complete bid results are shown in the following table:

<b>Bidder</b>	<b>Base Bid</b>	<b>Additive Alternate 1</b>	<b>Additive Alternate 2</b>
Central Valley Engineering & Asphalt	\$8,466,021	\$38,248	-\$10,000
B&M Builders	\$8,493,774	\$48,307	\$0
Martin Brothers Construction	\$9,553,295	\$36,402	-\$8,595
All American Construction	\$11,811,133	\$47,926	-\$11,275

The engineer's estimate for the base bid of this project is \$6,700,000.

Staff believes the number of bids is a good response, especially as one considers the amount of specialty work involved in this project as the low bidding contractor listed 14 different sub-contractors to cover the necessary work.

Immediately upon opening the bids, staff researched which items were higher than the engineer's estimate and reasoning for the higher costs. In general, almost all items came in higher than estimated. Based on conversations with those in the construction industry, this is a typical response given the current construction climate. While the engineer's estimate was based on recent project bids and took inflation into account, actual inflation rates over the past several months have far surpassed any previous predictions and there continues to be a high amount of volatility in the construction market, material supply chain issues, and labor shortages, all of which negatively impact current construction bids.

The bid proposal documents identified the total Base Bid price as the basis for comparison and award of a contract. However, the bid package also included two additive alternate (AA) bid items, summarized as follows:

AA 1: Construct four ADA compliant curb ramps at the intersection of Highwood Way and Woodmore Oaks Drive, within the County of Sacramento public right-of-way. As this is outside the limits of the City, it is recommended not to award AA1 at this time, and to coordinate with Sacramento County. Should the County wish to move forward with this item of work, the full cost would be reimbursed by the County.

AA2: As part of the ATP grant requirements, the City is required to coordinate with both the California Conservation Corps (CCC) and the Sacramento Regional Conservation Corps (SRCC) for items of work they are interested in performing. Both the CCC and SRCC have expressed interest in the tree removal portions of the Project (not stump grinding) but have been unable to commit due to uncertainty in the Project's schedule. Should either the CCC or SRCC decide to participate, the City will enter into a separate MOU and a change order will be issued to the Project contractor to eliminate tree removals, and add in stump grinding per the price bid under AA2.

After reviewing the proposed bids, staff recommends the City Council award the Base Bid and direct staff to coordinate with both Sacramento County and the CCC/SRCC regarding the two additive alternates.

### *Construction Management Contract*

A professional services agreement is needed to provide Construction Management, Inspection and Materials Testing services necessary during the construction of the Project. On April 22, 2022, staff issued a Request for Proposals (RFP) seeking qualified firms to provide this service. A total of five proposals were received on May 20, 2022.

The City's selection team utilized a process consistent with Caltrans Local Assistance Procedures Manual (LAPM), Chapter 10, which governs consultant selection. A two-part screening process was utilized to evaluate the proposals. All five proposals were first reviewed independently and ranked by each team member using the same written criteria that was set forth in the RFP.

Due to the high quality of the proposals received, all five firms were invited to an interview to further evaluate their overall qualifications. Through this evaluation process, Coastland Civil Engineering, Inc. (Coastland) was determined to be the most qualified consultant to provide the desired services for the Project. Staff opened the budget proposal and completed negotiations to agree upon the final scope of work and budget, which is incorporated into the agreement recommended for approval.

#### *Construction Design Support Contract*

On June 28, 2018, the City Council authorized an Agreement for Professional Services (Agreement) with GHD, Inc. (GHD) to provide support for the Project Approval/Environmental Documentation (PA/ED) phase of the Project. On February 28, 2019, April 11, 2019, January 23, 2020, September 10, 2020, and August 11, 2022, the City Council authorized amendments for additional professional services to complete the environmental review, assist with right-of-way services, and develop the final plans for the project.

With the award of the construction contract pending, staff requested a proposal from GHD for construction support services typical of the design engineer, such as reviewing specialty submittal items, responding to construction contractor requests for information (RFIs), providing design support for construction change orders (CCOs), and As Built Drawings.

These additional services require an amendment to the Agreement, for which services will be paid for on an hourly basis. Staff negotiated an amount not to exceed \$60,804.69 for Contract Amendment No. 7.

#### *Sacramento Tree Foundation Contract*

In compliance with the California Environmental Quality Act, the Project developed an Initial Study/Mitigated Negative Declaration (IS/MND), adopted by Citrus Heights City Council in 2019, which thoroughly analyzed the potential for environmental impacts. One of the mitigation measures required by the adopted IS/MND includes mitigation for tree removals, outlining how replacement will occur and the criteria for success.

During the community engagement and outreach for the project, tree removal was a significant concern raised by stakeholders. Significant design modifications and best practices were incorporated into the final engineering design of the Project to minimize tree removal to the extent feasible. As a result, the Project has reduced tree removals by 80% since the Mitigated Negative Declaration was adopted by the City Council.

Despite best efforts to minimize tree impacts, trees will be required to be removed for trail construction. In accordance with Citrus Heights Municipal Code Section 106.39.090, the Project

will pay an in-lieu fee of \$298 per trunk inch of protected trees removed, as is required of any project. Tree mitigation funds are held in the City's Tree Mitigation Fund account, which are then used by the city to "propagate, purchase, plant, protect and maintain trees".

In order to ensure a high rate of success for mitigation trees, as well as incorporate education, engagement and associated efforts by including the community in the tree planting, staff engaged the Sacramento Tree Foundation to plant trees in an equivalent amount that are yet to be removed as part of the Project. As part of the contract, the Sacramento Tree Foundation will be responsible for replanting and monitoring requirements including:

- 160 tree replanting locations within C-Bar-C Park, Northwoods Park, Sundance Park, and Tempo Park
- Monitoring for three years from their respective planting dates with a minimum 85% survivability rate
- Ongoing educational and community engagement opportunities including:
  - A variety of communication outreach components
  - A community tree planting event
  - Ongoing tree care activities such as community events, in-park signage, and social media messaging.

Recommended tree species include Valley Oak, Blue Oak, Interior Live Oak, Western Redbud, Buttonbush, Cottonwood, Star Magnolia, and Autumn Glory Hawthorne. Due to SMUD planting requirements within proximity to overhead high-voltage lines, tree species are limited in size and placement. Species and locations have been selected in consultation with SMUD to ensure compatibility with all safety requirements.

In order to meet the survivability rate, the Sacramento Tree Foundation must identify failed trees during the tree health monitoring in the fall of year one and replace the trees in the winter of year two. A final monitoring report will be submitted by the Sacramento Tree Foundation.

Tree plantings are anticipated to commence by October 1, 2023 and finish by April 30, 2024. Maintenance, monitoring, and mapping of the trees would last through April 2027. After the maintenance period has completed tree maintenance responsibility will be the responsibility of the Park Districts (SRPD or ORPD respectively).

A copy of the full scope is included in Attachment 6a.

### *Council Three-Year Strategic Goal*

This item aligns with several of the City Council's three year strategic goals including:

1. Maintain Public Infrastructure and Enhance Alternative Modes of Transportation
2. Enhance Community Vibrancy and Engagement
3. Preserve & Enhance Public Safety

*City General Plan Policies*

A network of community trails has been considered since prior to the City's incorporation. In 2000, with the adoption of the City's first General Plan, several goals and policies were included to support this effort:

**Goal 29:** Plan, design, construct, and manage a Complete Streets transportation network that accommodates the needs of all mobility types, users, and ability levels.

**Policy 29:** Support safe, complete, and well-connected neighbor street, bicycle, and pedestrian access and connections that balance circulation needs with the neighborhood context.

**Policy 29.4.F:** Update the Bikeway Master Plan (BMP) and complete the proposed bikeway network in Map 8 within 10 years and prioritize projects that close existing gaps in the network

**Goal 34:** Preserve, protect, and enhance natural habitat areas, including creek and riparian corridors, oak woodlands, and wetlands.

**Goal 38:** Establish a system of creekside trails, passive open space, and parks for public use.

**Community Outreach and Engagement**

Community outreach and engagement for the Project has taken several forms. All residents who live within 1000' of either a park through which the trail is proposed, or from the trail itself (whichever is greater) have been notified of all of community meetings and workshops; residents outside this area who attended meetings or contacted the city with Project questions or comments, were also added to the project mailing list and e-mail list.

The Project's website has been continuously updated to include information about the Project including the development plans and handouts from the community meetings. In addition, a robust Frequently Asked Question (<https://www.citrusheights.net/Faq.aspx?TID=69>) page has been regularly updated on the Project website. The Project has been the subject of articles in both the Citrus Heights Sentinel and Citrus Heights Messenger. The project was also discussed at SRPD Board meetings, ORPD Board Meetings, City Council meetings, neighborhood meetings, and on multiple public social media platforms. The final plans were released to the public for review and comment, and a comprehensive response to comments was posted to the City's website.

For additional transparency, a notice to all project stakeholders and interested parties was sent via email with information regarding the consideration of a construction contract at this August 11, 2022 council meeting.

The following meetings/workshops and engagement opportunities have been held on this project:

September 20, 2018: SRPD Board Meeting: A presentation was given by SRPD staff at the Board meeting regarding the Project.



- December 13, 2018: City staff presented an update on the Project at the regularly scheduled City Council Meeting. Information on the upcoming Open House was included.
- January 8, 2019: The project partners hosted an Open House to inform the community and solicit feedback and comments regarding the Project. Over 100 attendees participated, which was an all-time high. ([Link: Jan 8, 2019 Open House Summary](#))
- February 19, 2019: Neighborhood Area (NA) 7/8 Meeting: City staff presented the project, answered questions and solicited feedback during the NA 7/8 meeting.
- March 25, 2019: Neighborhood Association 10 Meeting: City staff presented an update on the project and was available to answer questions and receive comment at the NA 10 meeting.
- April 2, 2019: Claypool/Olivine Neighbor Meeting: The City hosted a meeting with the residents living along Olivine Avenue and Claypool Way between Oak Avenue and Wachtel Way. This meeting was to address specific concerns and answer questions regarding this portion of the trail. Owners and residents of 13 properties attended the meeting. The primary items discussed at the meeting included fencing responsibility, backyard access, trail width and use, and trail liability.
- April 10, 2019: Individual letters were mailed to all property owners on Claypool Way and Olivine Avenue adjacent to the trail, offering to meet and discuss the Project as it specifically related to their properties. Engineering, Planning and Police Department staff were available to answer and address any questions. One property owner set up an individual meeting and met with staff separately.
- May 8, 2019: Neighborhood Association 9 Meeting: City staff presented the project, answered questions and solicited feedback during the NA 9 meeting. At the end of the meeting, NA9 stated support for the Project.
- May 21, 2019: The Project partners hosted a second Open House to inform the community and solicit feedback and comments regarding the Project. In addition, copies of the draft IS/MND were available for review and the Project environmental team was present to answer questions. ([Link: May 21, 2019 Open House Summary](#))
- May 21 - June 4, 2019: The Project partners hosted a Virtual Community Workshop (VCW). The VCW provided community members an opportunity to learn about and provide input on various Project specifics including design aesthetics, potential locations and type of trail lighting, etc. Laptops with electronic versions and paper copies were available at the May

- 21<sup>st</sup> Open House for those who wanted to participate at the meeting.  
([Link: VCW Summary](#))
- Aug - Nov 2020: City and project stakeholders engaged the community in a public naming campaign for the citywide trail. The City Council formally adopted the name “Arcade-Cripple Creek Trail”. Information regarding the project concepts and schedule were shared during this process. ([Link: November 12, 2020 Staff Report - See Item 11](#))
- March 11, 2021: City staff presented an update on the Project at the regularly scheduled Orangevale Recreation & Park District Board meeting. ([Link: March 11, 2021 ORPD Board Agenda](#) and [Link: March 11, 2021 ORPD Board Meeting Video](#))
- Dec 2021-Feb 2022: Between December 6, 2021 and January 4, 2022 the draft plans were on the City’s website for download, review and comment. A formal response to comments was posted to the City’s website on February 4, 2022 ([Link: Response to Public Comments on Draft Plans](#)). Where feasible, public comments were incorporated into the Final Plans.
- February 4, 2022: City staff met on site with Woodmore Oaks neighborhood residents, ORPD Board representatives, County Supervisor Sue Frost, and Sacramento County Department of Transportation staff regarding the proposed improvements in Sundance Natural Area and the connecting County roads of Highwood Way and Woodmore Oaks Drive. Sacramento County installed various traffic safety signs in response to resident concerns.

### **Environmental Review**

On June 27, 2019 the City Council, as Lead Agency, adopted an IS/MND and Mitigation Monitoring and Reporting Program (MMRP) for the Project. The IS/MND found that all potential environmental impacts were reduced below a level of significance when considered with the MMRP. The MMRP identifies the mitigation measures required to reduce impacts and the MMRP has been incorporated into the construction specifications for the project.

City staff, construction managers, and contractors are responsible for the monitoring of the construction project to ensure all mitigation measures are adhered to. No additional environmental review is required.

### **Attachments**

1. A Resolution of the City Council of the City of Citrus Heights, California, approving the use of Park Facilities Impact Fees in an amount not to exceed \$75,000 for the Arcade-Cripple Creek Trail Project

2. A Resolution of the City Council of the City of Citrus Heights, California, approving a loan from the Sacramento Area Council of Governments (SACOG) to provide gap funding for construction of the Arcade-Cripple Creek Trail Project
3. A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement with Central Valley Engineering & Asphalt, Inc. for the Arcade-Cripple Creek Trail Project
4. A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a professional services agreement with Coastland Civil Engineering Services, Inc. to provide construction management, inspection, and materials testing services for the Arcade Cripple Creek Trail Project
  - a. Draft Consulting Services Agreement between the City of Citrus Heights and Coastland Civil Engineering Services, Inc. for Construction Management and Inspection Services for the Arcade Cripple Creek Trail Project
5. A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 7 to the Contract for Professional Services with GHD, Inc. for Construction Support for the Arcade-Cripple Creek Trail Project
  - a. Draft Amendment No. 7 to the agreement for professional services between the City of Citrus Heights and GHD, Inc. for the Arcade-Cripple Creek Trail Project
6. A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement with the Sacramento Tree Foundation to provide professional services for tree planting, monitoring and outreach services
  - a. Draft Consulting Services Agreement between the City of Citrus Heights and the Sacramento Tree Foundation
7. Letters of Support
  - a. Orangevale Park District District Administrator Barry Ross
  - b. Citrus Heights Resident Steve Wigginton
  - c. SACOG Executive Director, James Corless

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING AND APPROVING THE USE  
OF PARK FACILITIES IMPACT FEE FUNDS IN THE AMOUNT NOT TO  
EXCEED \$75,000 FOR THE ARCADE-CRIPPLE CREEK TRAIL PROJECT**

**WHEREAS**, the City of Citrus Heights (City) adopted Ordinance No. 99-13 on July 14, 1999, which created and established the authority for imposing and charging Park Facilities Impact Fees (Fees) within the City of Citrus Heights;

**WHEREAS**, on June 23, 2022, the City adopted a resolution adopting the Park Impact Fee Nexus Study and updating the Park Impact Fee;

**WHEREAS**, the Park Impact Fees are collected to finance park and recreation facilities in Citrus Heights, specifically within Sunrise Recreation and Parks District (District) parks;

**WHEREAS**, the City and District's City/Park 2x2 committee reviewed and approved a request for the use of up to \$75,000 in fees for the construction of the Arcade-Cripple Creek Trail project in C-Bar-C Park at their July 21, 2022 meeting;

**WHEREAS**, on July 21, 2022 the Sunrise Recreation and Park District Board voted approval to support the use of Park Facilities Impact Fees in the amount of \$75,000 for the Arcade-Cripple Creek Trail Project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the City Council of the City of Citrus Heights authorizes and approves the use of Park Facilities Impact Fees in the amount not to exceed \$75,000 for the Arcade-Cripple Creek Trail Project.

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 11th day of August, 2022 by the following vote, to wit:

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

---

**Porsche Middleton, Mayor**

**ATTEST:**

---

**Amy Van, City Clerk**

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS  
APPROVING A LOAN FROM THE SACRAMENTO AREA COUNCIL OF  
GOVERNMENTS (SACOG) TO PROVIDE GAP FUNDING FOR CONSTRUCTION OF  
THE ARCADE- CRIPPLE CREEK TRAIL PROJECT**

**WHEREAS**, the Arcade Cripple Creek Trail Project (Project) construction bids came in significantly higher than anticipated;

**WHEREAS**, the City has completed extensive value engineering to reduce construction costs to the extent practicable;

**WHEREAS**, total construction and construction management costs are approximately \$2,000,000 over the available funding;

**WHEREAS**, the Sacramento Area Council of Governments (SACOG) has offered a loan to assist the city to deliver the regionally significant Project on time;

**WHEREAS**, the City will continue to seek additional funding sources and cost reductions;

**WHEREAS**, the City is requesting a \$2,000,000 interest-free loan requiring four annual payments of \$500,000 each to begin July 30, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Citrus Heights hereby:

Authorizes the request and acceptance of a loan from SACOG in the amount of \$2,000,000 to fill the funding gap in the Arcade Cripple Creek Trail project; and

Directs the city manager and the administrative services director to make the loan payments in Fiscal Years 23-24, 24-25, 25-26, and 26-27 and include each fiscal year's payment plan during the appropriate fiscal year budget process.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 11<sup>th</sup> day of August, 2022, by the following vote, to wit:

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

---

**Porsche Middleton, Mayor**

**ATTEST:**

---

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. FOR  
CONSTRUCTION OF THE ARCADE-CRIPPLE CREEK TRAIL PROJECT**

**WHEREAS**, the City Council of the City of Citrus Heights, California, desires to proceed with construction of the Arcade-Cripple Creek Trail Project (Project);

**WHEREAS**, the Project will install a multi-use trail through the City of Citrus Heights and a portion of unincorporated Orangevale in Sacramento County;

**WHEREAS**, bids for the project were received, opened and read aloud on June 9, 2022, and Central Valley Engineering & Asphalt, Inc. was determined to be the lowest responsive, responsible bidder for the Project;

**WHEREAS**, Active Transportation Program (ATP) grant funds, Recreational Trails grant funds, Per Capita Park grant funds, Park Facilities Impact Fees (Fund 261), Stormwater Utility (Fund 209), Measure A (Fund 310), Waste Management (Fund 510), and SACOG Loan funds have been budgeted for the Project; and

**WHEREAS**, staff will continue to seek alternative funding sources to reduce the overall loan amount.

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

1. The City Council awards the Arcade-Cripple Creek Trail Project to Central Valley Engineering & Asphalt, Inc., who has been identified as the lowest responsive and responsible bidder in the June 9, 2022 bid opening.
2. The City Manager is hereby authorized to execute an agreement with Central Valley Engineering & Asphalt, Inc., in the amount of \$8,466,021.00 for the Arcade-Cripple Creek Trail Project, 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 11<sup>th</sup> day of August, 2022 by the following vote, to wit:

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

---

**Porsche Middleton, Mayor**

**ATTEST:**

---

**Amy Van, City Clerk**

**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH COASTLAND CIVIL ENGINEERING, INC. TO PROVIDE CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIAL TESTING SERVICES FOR THE ARCADE-CRIPPLE CREEK TRAIL PROJECT**

**WHEREAS**, the City Council of the City of Citrus Heights, California, desires to proceed with construction of the Arcade-Cripple Creek Trail Project (Project);

**WHEREAS**, the Project will install a multi-use trail through the City of Citrus Heights and a portion of unincorporated Orangevale in Sacramento County;

**WHEREAS**, design of the Arcade-Cripple Creek Trail Project is complete and Caltrans issued an Authorization to Construct in March 2022;

**WHEREAS**, the City circulated a request for proposals for construction management, inspection and materials testing services, and in accordance with Caltrans procedures for consultant selection Coastland Civil Engineering, Inc. was found to be the most qualified to provide the required services;

**WHEREAS**, the City now desires to enter into a Professional Services Contract with Coastland Civil Engineering, Inc. in an amount not to exceed \$823,340.12; and

**WHEREAS**, the proposed professional services will be paid for with Active Transportation Program (ATP) grant funds, Recreational Trails grant funds, Stormwater Utility (Fund 209), and Measure A (Fund 310) funds have been budgeted for the Project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights, that the City Manager is hereby authorized to execute a contract with Coastland Civil Engineering, Inc., to provide construction management, inspection and materials testing services for the Arcade-Cripple Creek Trail Project, in a form approved by the City Attorney.

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 11<sup>th</sup> day of August, 2022 by the following vote, to wit:

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

---

**Porsche Middleton, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**

**Exhibit 10-R**

Consulting Services Agreement between the  
City of Citrus Heights and Coastland Civil Engineering, Inc.

**PROFESSIONAL DESIGN AND ENVIRONMENTAL SERVICES FOR ARCADE-CRIPPLE CREEK  
TRAIL PROJECT**

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**ARTICLE I INTRODUCTION**

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Coastland Civil Engineering, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Travis Williams

The name of the "LOCAL AGENCY" is as follows: City of Citrus Heights

The Contract Administrator for LOCAL AGENCY will be Leslie Blomquist, City Engineer

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated May 20, 2022. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment No 1) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are

not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

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

## ARTICLE III STATEMENT OF WORK

- A. CONSULTANT 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 Attachment No. 2, and incorporated herein, at the time and place and in the manner specified therein.

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. 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.

## ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on August 11, 2022, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on June 30, 2024, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$54,200.54. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

*Agency: City of Citrus Heights*  
*Contract Admin: Leslie Blomquist, City Engineer*  
*6360 Fountain Square Drive, Citrus Heights, CA 95621*

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$823,340.12.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

## ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

## ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

## ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

## ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit



report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

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

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and

of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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

- G. Prompt Payment of Withheld Funds to Subconsultants

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

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

nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

## ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
  - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>).

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

vendors and commercial materials suppliers that provide goods and services to the general public.

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

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work

shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
  3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
  4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
    - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for

the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

- b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

#### G. Hours of Labor

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

#### H. Employment of Apprentices

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

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

### ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

### ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

### ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
  - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any

person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all



subcontracts to perform work under this AGREEMENT.

- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  - 3. Does not have a proposed debarment pending; and
  - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

#### ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and

reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 19.0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-Q2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance
- Under 49 CFR 26.13(b):
- CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources

and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

#### F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY

must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## ARTICLE XIX INSURANCE

- A. 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.
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.

## 2. **Commercial General and Automobile Liability Insurance.**

- **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.
- **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.
- **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
  - The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
  - 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.
  - 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.
  - The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
  - Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

## 3. **Professional Liability Insurance.**

- **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

\$2,000,000 per occurrence or claim covering the Consultant's errors and omissions.

- **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:
  - The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - 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.
  - 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.
  - 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. **All Policies Requirements.**

- **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
  - Certificate of Liability Insurance in the amounts specified in this Agreement; and
  - Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
- **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.
- **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.
- **Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- **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.
- **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.

- **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.
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.

## ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

## ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

## ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.



**ARTICLE XXIII DISPUTES**

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

Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

**ARTICLE XXIV INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

**ARTICLE XXV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

**ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this

Contract. Any reuse by City for another project or project location shall be at City's sole risk.

- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

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

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or

organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

## **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

## **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

## **ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

## **ARTICLE XXXII TITLE VI ASSURANCES**

### **APPENDICES A - E of the TITLE VI ASSURANCES**

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties;

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

## APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the e and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\* (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## **APPENDIX C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof,

does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **APPENDIX D**

#### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

**APPENDIX E**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), e age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**ARTICLE XXXIII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Coastland Civil Engineering, Inc.  
Travis Williams, Project Manager  
11641 Blocker Drive, Ste. 170  
Auburn, CA 95603

LOCAL AGENCY: CITY OF CITRUS HEIGHTS  
Leslie Blomquist, Contract Administrator  
6360 Fountain Square Drive  
Citrus Heights, CA 95621

#### ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

#### ARTICLE XXXV SIGNATURES

##### CITY OF CITRUS HEIGHTS

##### COASTLAND CIVIL ENGINEERING, INC.

\_\_\_\_\_  
Ashley J. Feeney, City Manager

\_\_\_\_\_  
John Wanger, CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Amy Van, City Clerk

Approved as to Form:

\_\_\_\_\_  
Ryan R. Jones, City Attorney



Client: Citrus Heights

**EXHIBIT 10-H1 COST PROPOSAL | ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒

Prime

☐

Sub

☐

2nd Tier Sub

Consultant: Coastland Civil Engineering, Inc.

Project No.: ATPSB1L-5475 (042)

Contract No.: City project #20-18-002

Date: 5/20/2022

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
RE	Travis Williams	680	\$ 75.00	\$ 51,000.00
Asst RE	Ray Leftwich	840	\$ 80.00	\$ 67,200.00
Inspector	Richard Herrick	1,680	\$ 77.98	\$ 131,006.40
Inspector	Luke Miller	0	\$ 73.12	\$ -
Inspector - O/T	Richard Herrick	160	\$ 116.97	\$ 18,715.20
			\$ -	\$ -
			\$ -	\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 267,921.60
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) <b>TOTAL DIRECT LABOR COSTS</b>	<b>\$ 267,921.60</b>

**INDIRECT COSTS**

d) Fringe Benefits Rate:	41.15%	e) Total Fringe Benefits	\$ 110,249.74
f) Overhead Rate:	61.15%	g) Overhead	\$ 163,834.06
h) General and Administrative Rate:	0.00%	i) Gen & Admin	\$ -
		j) <b>TOTAL INDIRECT COSTS</b>	<b>\$ 274,083.80</b>

**FIXED FEE**

k) <b>TOTAL FIXED FEE</b>	10.00%	<b>\$ 54,200.54</b>
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**CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ -	\$ -
Equipment Rental and Supplies			\$ -	\$ -
Permit Fees			\$ -	\$ -
Plan Sheets			\$ -	\$ -
Test			\$ -	\$ -
l) <b>TOTAL OTHER DIRECT COSTS</b>				<b>\$ -</b>

**SUBCONSULTANTS' COSTS**

Subconsultant:	Sierra Geotech	\$ 60,015.18
Subconsultant:	Area West	\$ 33,834.59
Subconsultant:	Knight CM	\$ 80,384.00
Subconsultant:	AIM Consulting	\$ 28,662.81
Subconsultant:	Silveira Consulting	\$ 24,237.60
m) <b>TOTAL SUBCONSULTANTS' COSTS</b>		<b>\$ 227,134.18</b>

n) <b>TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS</b>	<b>\$ 227,134.18</b>
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<b>TOTAL COST</b>	<b>\$ 823,340.12</b>
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**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 4)

## ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant Sierra Geotech DBE, Inc.

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date 5/19/2022

## DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer I	Shaun Vemuri	54.0	\$ 60.00	\$ 3,240.00
Field Soils/Materials Tester [PW]	Name to be Determined	140.0	\$ 65.21	\$ 9,129.40
Engineer I	Name to be Determined	14.0	\$ 38.00	\$ 532.00
Geotechnical Technician [Non PW]	Name to be Determined	14.0	\$ 28.00	\$ 392.00
Operations Manager Laboratory	Ray Downes	14.0	\$ 39.47	\$ 552.58
Field Services Manager	Hector Avelica	14.0	\$ 38.46	\$ 538.44
Engineer I	Name to be Determined	0.0	\$ 38.00	\$ -
Clerical I	Name to be Determined	0.0	\$ 25.00	\$ -
				\$ -
		Total:	250.0	\$ 14,384.42

## LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 14,384.42

b) Anticipated Salary Increases (see page 2 for calculations)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 14,384.42

## INDIRECT COSTS

d) Fringe Benefits

Rate: \_\_\_\_\_

e) Total fringe benefits [(c) x (d)] \$ -

Overhead

Rate: 174.91%

g) Overhead [(c) x (f)] \$ 25,159.79

h) General and Administrative

Rate: \_\_\_\_\_

i) Gen &amp; Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 25,159.79

## FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$ 3,954.42

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

Description of Item	Quantity	Unit	Unit Cost	Total
Transportation (14 Call Outs, 20 miles/Call-Out)	280	Miles	\$ 0.56	\$ 156.80
Printing and Reproduction/Delivery	1	Unit	\$ 150.00	\$ 150.00
Lab Testing	1	LS	\$ 16,209.75	\$ 16,209.75

l) TOTAL OTHER DIRECT COSTS \$ 16,516.55

## m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \_\_\_\_\_

Subconsultant 2: \_\_\_\_\_

Subconsultant 3: \_\_\_\_\_

Subconsultant 4: \_\_\_\_\_

\$ -

\$ -

\$ -

m) SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 16,516.55

TOTAL COST [(c) + (j) + (k) + (n)] \$ 60,015.18

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

## EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS  
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant Area West Environmental, Inc.

Arcade-Cripple Creek

Project No. Trail CMContract No. TBDDate 5/11/2022

## DIRECT LABOR

Classification/Title	Name	Range	Hours		Initial Hourly Rate	Total
Sr. Biologist/Water Quality Specialist	Rozumowicz-Kodsuntie, Rebecca J.	\$50.00-\$80.00	62	@	\$ 72.08	\$4,468.96
Water Quality Specialist	Loomis, James D.	\$28-\$65	0	@	\$ 35.00	\$0.00
Biologist III	Morford, Samantha J.	\$30-\$70	60	@	\$ 30.00	\$1,800.00
Biologist I	Richardson, Arthur L.	\$20-\$45	24	@	\$ 28.00	\$672.00
Biologist I	Prior, Alyssa M.	\$20-\$45	0	@	\$ 22.00	\$0.00
Technician	Maschewski, Samantha, J.	\$15-\$57.98	0	@	\$ 19.00	\$0.00
Technician	Mays, Kimberly A.	\$15-\$57.98	106	@	\$ 29.00	\$3,074.00
Technician	Brown, Elizabeth L.	\$15-\$57.98	8	@	\$ 24.00	\$192.00
Project Accountant I	Hayden, Sonia F.	\$24-\$35	12	@	\$ 24.50	\$294.00

## LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 10,500.96

b) Anticipated Salary Increases (see page 2 for calculations)

\$ 315.03

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 10,815.99

## INDIRECT COSTS

d) Fringe Benefits

Rate: 49.39%

e) Total fringe benefits [(c) x (d)] \$ 5,342.02

g) Overhead

Rate: 120.37%

g) Overhead [(c) x (f)] \$ 13,019.21

h) General and Administrative

Rate: 0.00%

i) Gen &amp; Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 18,361.22

## FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 15.00% \$ 4,376.58

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

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEM	Quantity	Unit	Unit Cost	Total
Travel: mileage costs (at federal travel rate)	480	mile	\$ 0.585	\$ 280.80
Travel: vehicle rental and gas		day	at cost	\$ -
Travel: lodging, meals (at state travel rate)		day	at state rate	\$ -
Cultural Resource Record Search		each	at cost	\$ -
Permit Fees		each	at cost	\$ -
Equipment: GPS		day	at cost	\$ -
Outside Printing/Reproduction; Postage/Delivery Service		each	at cost	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 280.80

## m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

## m) SUBCONSULTANTS' COSTS

m) SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 280.80

TOTAL COST [(c) + (j) + (k) + (n)] \$ 33,834.59

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

Invoices will be based on staff actual hourly pay rates at the time work is conducted, multiplied by the contracted overhead rate and fixed fee noted above. Subconsultant and Direct Costs will be billed at actual cost. The same Overhead rate will be used for all years for multi-year contracts. Overtime hours for non-exempt staff will be billed at overtime rates based on actual hourly pay rate established in California state law (i.e., 1.5 times the pay rate for hours worked over 8 hours).

**EXHIBIT 10-H2 COST PROPOSAL** Page 1 of 3  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**  
**(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Note: Mark-ups are Not Allowed

Consultant	KCM Engineering, Inc.	Prime Consultant	X	Subconsultant		2nd Tier Subconsultant	
Project No.		Contract No.		Participation Amount		Date	5/19/2022
For Combined Rate	Fringe % 16.14%	+	Overhead % 95.11%	+	G&A % 29.35%	=	Combined ICR % 140.60%
OR							
For Home Office Rate	Fringe %	+	Overhead %	+	G&A %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe %	+	Overhead %	+	G&A %	=	Field Office ICR % 0.00%
						Fee =	10%
						% Increase =	3.0%

**BILLING INFORMATION****CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range - for Classifications Only
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To			
Matt Taliaferro*	\$225.24	N/A	N/A	1/1/2022	12/31/2022	\$85.11		Not Applicable
Structure Representative	\$232.00	N/A	N/A	1/1/2023	12/31/2023	\$87.66	3.0%	
	\$238.96	N/A	N/A	1/1/2024	12/31/2024	\$90.29	3.0%	
	\$246.13	N/A	N/A	1/1/2025	12/31/2025	\$93.00	3.0%	
Exempt	\$253.51	N/A	N/A	1/1/2026	12/31/2026	\$95.79	3.0%	
	\$261.12	N/A	N/A	1/1/2027	12/31/2027	\$98.66	3.0%	
Darren Lindsey**	\$178.65	\$267.97	\$357.29	1/1/2022	12/31/2022	\$67.50		Not Applicable
Structures Inspector	\$184.00	\$276.01	\$368.01	1/1/2023	12/31/2023	\$69.53	3.0%	
	\$189.53	\$284.29	\$379.05	1/1/2024	12/31/2024	\$71.61	3.0%	
	\$195.21	\$292.82	\$390.42	1/1/2025	12/31/2025	\$73.76	3.0%	
Non-Exempt	\$201.07	\$301.60	\$402.13	1/1/2026	12/31/2026	\$75.97	3.0%	
	\$207.10	\$310.65	\$414.20	1/1/2027	12/31/2027	\$78.25	3.0%	
Unassigned - As Needed**	\$185.26	\$277.89	\$370.52	1/1/2022	12/31/2022	\$70.00		\$60.00 - \$80.00
Structures Inspector	\$190.82	\$286.23	\$381.64	1/1/2023	12/31/2023	\$72.10	3.0%	
	\$196.54	\$294.82	\$393.09	1/1/2024	12/31/2024	\$74.26	3.0%	
	\$202.44	\$303.66	\$404.88	1/1/2025	12/31/2025	\$76.49	3.0%	
Non-Exempt	\$208.51	\$312.77	\$417.03	1/1/2026	12/31/2026	\$78.79	3.0%	
	\$214.77	\$322.15	\$429.54	1/1/2027	12/31/2027	\$81.15	3.0%	

**NOTES:**

1. Key Personnel must be marked with an asterisk (\*), employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended.

Note: Mark-ups are Not Allowed

☐ Prime Consultant
 ☒ Subcons
 ☐ 2nd Tier Subconsultant
Subconsultant AIM ConsultingProject No. Arcade Cripple Creek Contract No. \_\_\_\_\_ Date 7/17/2022**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Outreach Oversight	Gladys Cornell		11	\$ 68.49	\$ 753.39
Outreach Manager	Katie DeMaio		41	\$ 60.17	\$ 2,466.97
Graphic Designer	Darlene Tran		22	\$ 40.87	\$ 899.14
Project Coordinator	TBD		43	\$ 31.25	\$ 1,343.75
Project Administrator	TBD		58	\$ 25.48	\$ 1,477.84

**LABOR COSTS**a) Subtotal Direct Labor Costs \$ 6,941.09

b) Anticipated Salary Increases (see page 2 for calculation)

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 6,941.09**INDIRECT COSTS**d) Fringe Benefits (Rate: 38.70%)e) Total Fringe Benefits [(c) x (d)] \$ 2,686.20f) Overhead & G&A (Rate: 95.20%)g) Overhead [(c) x (f)] \$ 6,607.92h) General & Admin (Rate: 40.00%)i) Gen & Admin [(c) x (h)] \$ 2,776.44j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 12,070.56**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%** \$ 1,901.16**I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Travel / Mileage - IRS Rate		mile	\$ 0.575	\$ 250.00
Meeting Expenses				\$ 500.00
Printed Materials				\$ 500.00
Drone				\$ 6,500.00
				\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ 7,750.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**m) **TOTAL SUBCONSULTANTS' COSTS** \$ -n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 7,750.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 28,662.81

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

**CALCULATIONS FOR ANTICIPATED SALARY INCREASES**Consultant AIM ConsultingProject No. Arcade Cripple Creek Contract No. \_\_\_\_\_ Date 7/17/2022



## EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

## ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2<sup>nd</sup> Tier SubconsultantConsultant Silveira Consulting, Inc.Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 05/04/2022

## DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Labor Compliance Officer	Jamie Silveira	96	\$ 55.00	\$ 5,280
Labor Compliance Analyst	Jane Springmeyer	96	\$ 35.00	\$ 3,360
Field Investigator	Terri Fairbanks	30	\$ 40.00	\$ 1,200
			\$	\$

## LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 9,840
- b) Anticipated Salary Increases (see page 2 for calculation) \$ 0
- c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 9,840

## INDIRECT COSTS

- d) Fringe Benefits (Rate: 50 %) e) Total Fringe Benefits [(c) x (d)] \$ 4,920
- Overhead (Rate: 50 %) g) Overhead [(c) x (f)] \$ 4,920
- h) General and Administrative (Rate: 20 %) i) Gen & Admin [(c) x (h)] \$ 1,968
- j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 11,808

## FIXED FEE

- k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % \$ 2,164

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	760	1	\$ .56	\$ 425.60
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) TOTAL OTHER DIRECT COSTS \$ 425.60

## m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

m) TOTAL SUBCONSULTANTS' COSTS \$

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 425.60TOTAL COST [(c) + (j) + (k) + (n)] \$ 24,237.60

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## ATTACHMENT 2

### SCOPE OF WORK

#### **Task 1 – Construction Management Plan**

Coastland will prepare a Construction Management Plan (CMP) for the City's review within two weeks of contract award. The CMP will describe all team members responsibilities and anticipated level of effort. Coastland's goal is to ensure that construction and contract administration is performed in compliance with City requirements and standards and constructed in accordance with the project plans and specifications. To accomplish this goal, **Resident Engineer, Travis Williams along with the Assistant Resident Engineer, Ray Leftwich** will manage the day-to-day construction activities with the contractor.

Travis will be accessible to the City at all times. Travis will be responsible for coordination and oversight of all construction management activities. He will review all documents provided to the contractor as well as all documents provided to the City. Ray will assist Travis in preparation of required documents and will coordinate daily with the contractor and inspector.

Coastland's Construction Management Plan will include the following tasks:

- a. Project Organization
- b. Meetings
- c. Communications Management
- d. Preparation of Management Reports
- e. Clarifications and Contract Interpretations of Specifications
- f. Submittals/Shop Drawings
- g. Design Modifications
- h. Change Orders
- i. Schedule Management
- j. Claims Management and Resolution
- k. Testing and Testing Documentation
- l. Progress Pay Estimate Preparation
- m. Inspection and Inspection Reporting
- n. Defective Work Correction
- o. Record Drawings
- p. Complaint & Community Relations Procedures
- q. Safety
- r. Photo/Video Documentation
- s. Certified Payroll Review
- t. Special Inspections
- u. Other Tasks



**Deliverables:**

- ✓ *Three copies of final Construction Management Plan due prior to the pre-bid conference*

**Staff Assigned:**

Travis Williams, PE – Resident Engineer  
Ray Leftwich, PE – Assistant Resident Engineer  
Rich Herrick – Inspector  
Luke Miller – Supplemental Inspector

**Schedule:** Coastland will submit the Construction Management Plan for the City to review prior to the Pre-bid Conference.

**Task 2 – Administration**

Coastland will provide construction administration of the project in accordance with all requirements stated in the RFP Section II, as listed below and further described in individual tasks 3-16.

- Comply with CAL-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State. Coastland will utilize the Caltrans Construction Manual process for ensuring that the contractor has a safety plan and adheres to the plan. Adherence to the Contractor-generated site-specific safety plan will be one of Coastland's top priorities to ensure the Contractor is complying with the plan.
- Provide administrative, management and related services as required to coordinate the work of the contractor, to complete the project in accordance with contract documents, State regulations and with the City's objectives for cost, time and quality. Coastland will provide weekly status reports and working days statement to the City. Weekly status reports will include a summary of work that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims.
- Coastland will work with GHD (Design Engineer) and the City to identify necessary or desirable changes in the contractor's scope of work, review and evaluate the contractor's request for changes, assist in negotiating the contractor's proposal, submit recommendations to the City supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.
- Coastland will maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Coastland will develop and implement procedures for the review and processing of applications by the contractor for progress payments and final payments. Coastland will make written recommendations to the City for contractor payments.
- Coastland will consult with GHD and the City if the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- Coastland will provide a staffing schedule each month for the following month. This schedule will be subject to the City's approval and will describe where the project stands with regards to percent complete financially, working days remaining and anticipated construction management efforts. With this schedule all parties can determine if the level of effort is appropriate, and all City expectations are being exceeded.





- Coastland will manage any utility work to be performed by utility agencies (work not part of the contractor's responsibilities); specifically, Citrus Heights Water District, Sacramento Area Sewer District, SMUD, PG&E, AT&T, and any others impacted by the project.

**Deliverables:**

- ✓ *Weekly Status Reports*
- ✓ *Required permits*
- ✓ *Cost Control Program*
- ✓ *Cost Accounting Records*
- ✓ *Progress Payment Recommendations*
- ✓ *Draft and Final Change Orders*
- ✓ *Staffing schedules*
- ✓ *Other reports as required*

**Staff Assigned:**

Travis Williams, PE – Resident Engineer  
Ray Leftwich, PE – Assistant Resident Engineer

**Schedule:** Duration of project.

**Task 3 – Documentation of Pre-Construction Conditions**

In order to thoroughly document condition of the site prior to construction, Coastland will perform two visits to document conditions. The first visit will be prior to utility relocations where we will focus on the areas near the required utility work. Coastland will take detailed photos which will include time, date and location and a brief description of the subject site. All photos will be uploaded to C-MIS and made available to the City. The second site visit will take place prior to contractor mobilization. Detailed photographs will be taken of the entire project site and surrounding areas. As with all project photographs, time, date and location will be embedded in the image. By having detailed pre-construction condition photographs, any damage identified during construction can be verified and disputes avoided. Due to the large number of images to be generated, all files will be organized by location and provided to the City electronically.

While project photographs provide good details, they often fail to capture the overall condition of the site. Coastland will drive the project from beginning to end every week during construction, recording field conditions. These videos have been instrumental on previous projects where accidents or claims have been filed against the project.

**Deliverables:**

- ✓ *Copies of all documentation, including photographs, notes, and video*

**Staff Assigned:**

Rich Herrick – Inspector  
Luke Miller – Supplemental Inspector

**Schedule:** As described above, pre-construction photographs will be provided prior to utility relocations and again prior to start of construction.

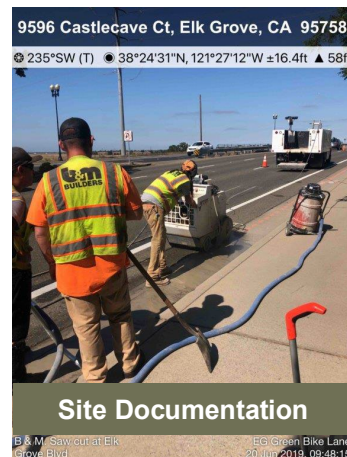


#### Task 4 – Documentation & Record Keeping

Coastland utilizes a modified Caltrans filing system for all projects regardless of funding sources. For this project, all files will be maintained up to date at the provided office location in accordance with Caltrans requirements. Additionally, all submittals, inspection reports, change orders, RFI's, project photographs and weekly statement of working days will be tracked through C-MIS allowing immediate access both in the field and the office.

To clearly capture the as-built conditions, our inspector will maintain a full-size paper copy with redlines of any changes to the planned improvements. Additionally, these will be reviewed weekly against the office copy to ensure field information is being communicated to the project team and change orders are clearly understood by the field staff.

As the saying goes, “A picture is worth a thousand words.” Coastland has found this to be true on all construction projects. Our inspectors are required to take multiple pictures every hour during construction in addition to their detailed narrative and workforce tracking. These photographs are all uploaded into C-MIS as attachments to daily inspection reports. An example photograph from a current project is shown to the right. Note the image includes location, bearing, time, date, job name and activity.



#### Deliverables:

- ✓ Documents required by this section

#### Staff Assigned

Travis Williams, PE – Resident Engineer  
Ray Leftwich, PE – Assistant Resident Engineer  
Rich Herrick – Inspector  
Luke Miller – Supplemental Inspector

**Schedule:** Project files will be set up within two weeks of contract execution. Office files will be moved to the provided space as soon as onsite management is required.

#### Task 5 – Meetings

Coastland will host a project review meeting with the City at which time we will discuss the project objectives, concerns and clarifications, the communication plan and upcoming work activities. We will work to foster honest, open communication at this meeting between the Coastland team, the City, GHD and other stakeholders. Follow-up meetings will be held as needed during project set up and the bidding process.

Immediately following the award of the construction contract Coastland will be responsible for preparing a pre-construction meeting agenda, inviting all appropriate stakeholders and team members, and hosting the meeting. During this meeting we will establish lines of communication and decision-making roles with all project stakeholders. We will also discuss safety requirements, responsibilities of the project team members, working hours, quality control procedures, environmental requirements, project access and property boundaries/easements, submittal requirements, project schedule, change order and potential claim procedures. Coastland will prepare and distribute meeting minutes to all parties.

During construction, Coastland will host weekly coordination and progress meetings to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, Contractor's questions, public relations, safety and other concerns that are identified by a project team member. City staff will be invited to this meeting but an additional brief meeting with the City is encouraged to discuss overall project goals and status updates.

#### Deliverables:

- ✓ Project Review Meeting with the City and Design Engineer
- ✓ Pre-construction meeting with the City and all applicable parties related to the project



- ✓ *Weekly meetings with the City and all applicable parties related to the project*
- ✓ *Any meetings necessary to immediately resolve project issues related to scope, cost, or schedule*
- ✓ *Meeting minutes*

**Staff Assigned**

Travis Williams, PE – Resident Engineer

**Schedule:** As described above.

**Task 6 – Schedule Review**

Coastland will review the contractor's construction schedule for accuracy and reasonableness, and will verify that it meets the project schedule, order of work, and contract requirements. Progress schedules will be reviewed weekly to ensure the contractor is meeting the critical dates. If they fail to meet critical dates, it will immediately be brought to their attention and remedies to get back on schedule will be accomplished. Schedule updates may be required once a month or more. Coastland will assist in the recommendation of any time extensions for the contractor due to change orders, weather, or other delays.

**Deliverable:**

- ✓ *Weekly Schedule Review Documentation*

**Staff Assigned:**

Travis Williams, PE - Resident Engineer

Ray Leftwich, PE - Assistant Resident Engineer

**Schedule:** Baseline schedule required prior to first working day, monthly updates required with progress payment request, 3 week look ahead required weekly during construction.

**Task 7 – Cost Control & Monthly Progress Payments**

In accordance with Caltrans requirements and City procedures, Coastland will continually review the construction progress and perform field measurements and quantity calculations. Each month Coastland will provide backup calculations for all work items completed and accepted to provide progress payment recommendations to the City. Coastland will review the contractor's progress pay estimate request and schedule of values to assess if they are reasonable and will compare this to the field measurements and quantity calculations. We will continually monitor project costs and keep the City informed regularly.

**Deliverable:**

- ✓ *Cost control tracking documentation*

**Staff Assigned:**

Travis Williams, PE - Resident Engineer

Ray Leftwich, PE - Assistant Resident Engineer

Rich Herrick – Inspector

Luke Miller – Supplemental Inspector

**Schedule:** Duration of project.

**Task 8 – Contract Modifications & Extra Work, Contract Change Orders, Claims**

During construction, the Coastland team will develop and coordinate all RFI's, change orders and responses to Notice of Potential Claim (NOPC's). RFI's will be coordinated with the design team as appropriate, and responses provided to the contractor. Change orders will be evaluated for both merit, time required, and costs will be verified through an independent evaluation. A change order with attached memorandum will be prepared for City review and if approved, will be incorporated into the project documents. If a NOPC is submitted, immediate action will be taken beginning with a meeting with the project team and the City. Status of all RFI's, change orders or other outstanding items will be added to the weekly meeting agenda and discussed until resolved.



**Deliverables:**

- ✓ *Contract Modification & Extra Work Documentation*
- ✓ *Draft CCO's with Recommendation Memorandum*
- ✓ *Final CCO's*

**Staff Assigned:**

Travis Williams, PE - Resident Engineer  
Ray Leftwich, PE - Assistant Resident Engineer

**Schedule:** Duration of project.

**Task 9 – Submittals & Clarifications**

Within two weeks of contract award, Coastland will prepare a submittal register that lists all required submittals and their anticipated reviewer. All submittals and RFI's will be tracked through C-MIS. The contractor will be responsible for uploading all submittals in a format acceptable to the City. C-MIS will act as a submittal log, available to all parties anytime. Additionally, required and pending submittals will be discussed with the contractor at the weekly meetings. If City / design engineer review is required, Coastland will request early submittal by the contractor with sufficient time allowed for a thorough review.

**Deliverables:**

- ✓ *Submittal and RFI logs*
- ✓ *Documentation for clarification and interpretation of the project plans and specifications*

**Staff Assigned:**

Travis Williams, PE - Resident Engineer  
Ray Leftwich, PE - Assistant Resident Engineer

**Schedule:** Duration of project.

**Task 10 – Field Inspection & Quality Assurance**

As the boots on the ground, Coastland's inspectors are critical to the project's success. Coastland will provide the appropriate number of Inspectors to oversee the contractor's operations. A brief list of inspector responsibilities is shown below:

- Preparation of daily reports that include work completed, contractor labor and equipment utilized, conversations with the contractor, City or project team, and weather conditions.
- Our inspector will maintain daily documentation, resolve issues by proposing field changes to the RE for review and try to avoid any delays.
- Our inspector will review the contractor's approved traffic control plan to make certain that emergency access is maintained at all times during construction and CAMUTCD standards are followed.
- The inspector shall monitor water pollution control and ensure that control measures are implemented in a timely and effective manner.
- The inspector shall monitor site access and contractors' operations on a daily basis for possible impacts to public.
- Assist in reviewing contractor's updated progress schedules for accurate representation of completed activities and reasonableness of projected progress.
- Coordinate materials testing with Sierra Geotech for quality control of backfill, compaction, concrete, and paving and other improvements.
- Ensure that the work stays within the boundaries on the plans and that the work area is neat, natural drainage patterns are maintained, and swales are protected.
- If hazardous materials are encountered during construction, Inspector will coordinate the handling and/or disposal of hazardous materials with the contractor, specialty contractors, disposal sites, and City staff.



- Provide City staff with sufficient advance notice for any construction activities which may affect or require City resources. Advance notice requirements may vary and shall be made according to contract specifications for each project.
- Public relations - When applicable, the inspector will act as the primary contact for the public during construction and engage Travis when warranted. Coastland's inspector will meet with property and business owners to keep them informed of anticipated construction activities which may affect them. Inspector will address complaints by meeting with members of the public in a timely manner and follow up with contractor to resolve any complaints. The inspector will maintain a log of complaints which includes the date of the complaint, name of complainant, address, type of complaint, date the contractor was notified, and date complaint was resolved and/or action taken. Information regarding complaints will be included in the weekly report.
- Coordinate and conduct final inspection and assist with preparation of as-built plans.

***Deliverables:***

- ✓ *Daily Inspection Reports*
- ✓ *Weekly Reports*
- ✓ *Monthly Complaint Log*

***Staff Assigned:***

Travis Williams, PE - Resident Engineer  
 Ray Leftwich, PE - Assistant Resident Engineer  
 Rich Herrick – Inspector  
 Luke Miller – Supplemental Inspector  
 Knight CM – Bridge Construction Support

***Schedule:*** Duration of project. Inspection reports will be uploaded daily and available to City review at all times.

**Task 11 – Testing**

Sierra Geotech's services will be provided on an as-needed basis as requested by the Coastland team. All materials testing services will be performed by Caltrans-certified testers in accordance with the City's QAP. Sierra Geotech's services will include, but not be limited to:

**Materials Testing Plan – QAP Compliance / Constructability Review**

- Review the City's QAP, project plans, and specifications
- Provide QAP revision/amendment recommendations based on project-specific details.
- Prepare a project-specific Materials Testing Plan detailing the required tests grouped by material with reference to the amended QAP and specifications
- Prepare a Materials Testing Log detailing the tests performed, indicating pass or fail, and resolution/follow-up testing, if necessary
- The Materials Testing Log will be updated on a periodic basis throughout the duration of construction
- Assist Coastland with constructability review.

**Geotechnical / Materials Testing**

- Attend a pre-construction meeting, as requested
- Obtain material samples and perform laboratory compliance testing per the City's QAP
- Observe soil nail drilling, installation, and grouting
- Observe soil nail performance and proof testing (by contractor)
- Observe soldier pile drilling and installation
- Observe culvert and retaining wall foundation excavations
- Perform testing during concrete placements: measure slump, temperature, ball penetration, air content, and unit weight of freshly mixed concrete; cast, transport, cure and test concrete cylinders



per QAP

- Perform compaction testing of structure backfill, subgrade, embankment fill, utility trench backfills, roadway subgrade, aggregate base (AB), and HMA pavement

#### **Geotechnical Consultation, Project Management, Coordination, Dispatch**

- Provide on-going geotechnical engineering consultation in the field throughout the duration of the project
- Coordination and dispatch of materials testing technicians
- QA review field and laboratory testing reports
- Provide ongoing geotechnical and materials testing engineering consultation
- Review/Respond to contractor RFI's as needed
- Review contractor and supplier submittals, as needed
- Prepare and submit required final reports

#### **Exclusions**

- Preparation of a Source Inspection Quality Management Plan (SIQMP)
- HMA Job Mix Formula (JMF) verification testing. We assume the contractor will submit a current and valid JMF
- Compliance laboratory testing for liquid asphalt binder (accept based on submittal/certificate of compliance)

#### **Deliverables:**

- ✓ *Copies of all testing results*

#### **Staff Assigned:**

Sierra Geotech

**Schedule:** Duration of project.

#### **Task 12 – Review of Certified Payroll – Labor Compliance and Equal Opportunity (EEO) Compliance**

The City of Citrus Heights Mariposa Avenue SRTS Phase 4 Project is funded through local, state and federal funds. Therefore, the State of California Public Works requirements will also apply in tandem with the Federal Davis-Bacon requirements. With that being said, our approach will be to adhere to the requirements set forth in the Caltrans Standard Specifications, the project Special Provisions and the Caltrans Construction Manual in order to attack both sets of requirements head on and provide a comprehensive review of all labor compliance related documentation to ensure strict compliance with the requirements.

Proposed scope for this effort:

- Prepare labor compliance materials for pre-bid/pre-construction meetings and participate in pre-job conference with contractors and subcontractors - discussing the Labor Compliance provisions of the contract.
- Receive by US Mail, track and confirm contractors' certified payroll records through our in-house tracking program. Including verification that certified payroll has been submitted to the State per the requirements of Labor Code Section 1771.4 (a) (3).
- Review contractors' payment of applicable prevailing wage rates and fringe benefits, along with other state requirements to ensure compliance with the State and Federal reporting requirements.
- Track and verify apprentice workers ratios and registration in approved State of California and U.S. Department of Labor Apprenticeship Programs.
- Monitor construction site for prevailing wage rates and worker classifications through site visits and worker interviews. Also, ensure state and federal jobsite postings are current and workers have access to postings and project wage determinations. Compare site visit data and certified payroll data for inconsistencies.





- Maintain payroll files. Provide Monthly report, noting active contractors participating onsite, contractors who have completed onsite and those who are delinquent.
- Notify contractor and subcontractors of any missing or deficient labor compliance documentation as applicable.
- Provide labor compliance training to the City, contractor and subcontractors throughout the duration of the project.
- Follow-up and report on delinquent payrolls and wage underpayments
- Investigate missing and deficient documentation or violations as they pertain to state requirements. Prepare audit identifying violations and recommended restitution amounts owed to affected worker(s).
- Assist the City in preparation of any required reports to the respective state or federal agency for the purpose of labor compliance.
- Fulfill Public Records Act (PRA) requests for assurance of redaction policies when requested by the City.
- Assist the City in preparation of formal complaints to be sent to Department of Industrial Relations, Division of Labor Standards Enforcement (DIR/DLSE) and or the Department of Labor (DOL), if necessary. Includes recommendations to the City for Withholding of Contract Payments for noncompliance, as necessary
- Update Labor Compliance Forms as needed
- Provide all necessary reports pertaining to labor compliance monitoring to state and federal departments and other regulatory authorities, as needed.
- Meet with grantor agency and other government representatives regarding labor compliance issues and responding to compliance issues, as needed.
- Respond to audit requests on behalf of the City, as needed

### **Task 13 – Final Completion & Acceptance**

Coastland will verify completion of punch list items, prepare recommendations for final acceptance of the project, review as-builts for accuracy and completeness and prepare and recommend final payment. At the completion of the project, we will provide the City with all contract files and records (hard & electronic files). Additionally, Coastland would be happy to assist the City with any or all required funding documents including the final reimbursement request and post construction audit with Caltrans DLAE.

#### ***Deliverables:***

- ✓ *Notice of Substantial Completion*
- ✓ *Punch Lists*
- ✓ *Proposed Final Pay Estimate*

#### ***Staff Assigned:***

Travis Williams, PE - Resident Engineer

***Schedule:*** Upon completion of project.

### **Task 14 – Other Tasks**

#### **Traffic Control/Erosion Control Measures**

Coastland will review all traffic control plans for conformance with the currently adopted CAMUTCD. Our Inspector will review traffic control and erosion control measures as often as necessary to assure activities meet with the approved plans and submittals.

### **Task 15 - Optional Tasks**

#### **a. Inspect Landscape & Other Improvements**

Any damage identified will be documented and tracked until the contractor repairs the damage to pre-project conditions or to plans and specifications.



**b. Contractor Repair of Damage**

Coastland will document and track any damage identified during construction and will confirm the contractor repairs the damage to pre-project conditions or to plans and specifications.

**c. Errors & Omissions**

Coastland will notify the City of any errors or omissions that are found on the plans or specifications during construction within one working day after such errors are discovered.

**d. Visible Emission Evaluations**

Coastland will perform routine evaluations of project-related off-road and heavy duty on-road equipment emissions for compliance by personnel ART certified to perform Visible Emission Evaluations.

**e. Monitoring of Contractor's Utility Coordination**

Coastland will monitor contractor's coordination with various utility companies.

**f. CAL OSHA Construction Safety Orders**

Coastland will take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

**Deliverable:**

- ✓ *Documentation of Activities per CMP*

**Staff Assigned**

Travis Williams, PE – Resident Engineer  
Ray Leftwich, PE – Assistant Resident Engineer  
Rich Herrick – Inspector  
Luke Miller – Supplemental Inspector  
Jaimie Silveira – Labor Compliance

**Schedule:** Duration of project.

**Task 16 – Project Close Out**

Following completion of the work, Coastland will attend the post-construction meeting. The meeting will help document all requirements necessary for final closeout and payment and confirm all contract obligations have been met. Recommendations for improvement will be made and incorporated into future projects. The results of the meeting will be summarized in meeting minutes.

**Deliverables:**

- ✓ *All records, maps and plans maintained during construction*
- ✓ *All shop drawings, submittals, and manufacturer's literature maintained during construction*
- ✓ *Annotated project progress photographs and videotapes taken of construction project.*
- ✓ *Record drawings of field changes*
- ✓ *Original inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondences and other documents of construction*
- ✓ *Red-line record drawings*

**Staff Assigned:**

Travis Williams, PE – Resident Engineer  
Ray Leftwich, PE – Assistant Resident Engineer  
Luke Miller – Inspector

**Schedule:** Within 30 days of project completion.





## **Citrus Heights – Arcade-Cripple Creek Trail Project**

### **AIM Consulting – Proposed Scope of Services**

#### **Outreach Management**

AIM will provide strategic advice and counsel, review project materials and reports, coordinate with the City and project team, and monitor team communications throughout the project. In addition, AIM will attend a project kick-off meeting and regular coordination meetings by phone with the City and project team members, as needed.

#### **Stakeholder Database and Ongoing Communications**

AIM will develop and maintain a stakeholder database throughout the project's duration. The database will include: stakeholder name, contact information as well as the preferred method of contact. AIM will work with the City and project team to identify key stakeholders, which will include but are not limited to: renters, homeowners, businesses, neighborhood and community groups, CBO, schools, within the project area. AIM will help be the liaison with business and property owners to address their needs during the project.

#### **Community Meetings (1)**

AIM will facilitate, plan, coordinate logistics and help develop materials (if needed) for one community meeting. AIM will record all feedback gathered at the meetings and develop a summary for each that will include meeting synopsis, comprehensive recap of feedback, and photographs that can be posted on the City's project webpage. AIM will provide Spanish interpretation services at the meetings.

This community meetings will be with the following topics in mind:

1. Introduce the project
2. Update project and construction timeline
3. Gather feedback

*The City will handle any fees related to securing the workshop venues, which includes obtaining insurance certificates.*

Community Meeting Notification (1): This may include but is not limited to email notifications, postcards and flyers, and coordination with businesses and community-based organizations for cross-promotion. As needed, AIM will assist with the development of radio and newspaper advertisements.

#### **Project Webpage Content and Communication Collateral**

AIM will develop content for a project webpage, to be hosted on the City's website, and will prepare accurate and timely updates to inform the community-at-large of important project information and opportunities to provide input throughout the project. Community members will be able to access project information, such as maps and a schedule, as well as the opportunity to provide their contact information to receive electronic project updates. AIM will also develop content and updates regarding upcoming construction activities for the City to post on its existing social media channels including Facebook and Twitter.

#### **Drone Footage**

**Citrus Heights – Arcade-Cripple Creek Trail Project**  
**AIM Consulting – Proposed Scope of Services**

AIM will schedule, coordinate, and monitor 10 drone footage shoots of the alignment through the project area. The City will assume all costs for this footage.

**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 7 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH GHD, INC. FOR CONSTRUCTION SUPPORT FOR THE ARCADE-CRIPPLE CREEK TRAIL PROJECT**

**WHEREAS**, in November 2016, the City received a \$350,000 (\$7,015,000 total project cost) regional Active Transportation Program (ATP) grant for the preliminary engineering of the Arcade-Cripple Creek Trail Project;

**WHEREAS**, in September 2017, the City received a \$5,866,000 state Active Transportation Program SB1 Augmentation (ATPSB1) grant for the right-of-way, design, and construction phases of the Arcade-Cripple Creek Project;

**WHEREAS**, on June 28, 2018, the City authorized an agreement with GHD, Inc. in the amount of \$470,076.63 for the preliminary engineering phase of the Arcade-Cripple Creek Trail Project;

**WHEREAS**, on February 28, 2019, the City Council authorized Contract Amendment No. 1 with GHD, Inc. in the amount of \$7,534.36;

**WHEREAS**, on April 11, 2019, the City Council authorized Contract Amendment No. 2 with GHD, Inc. in the amount of \$17,606.98;

**WHEREAS**, on January 23, 2020, the City Council authorized Contract Amendment No. 3 with GHD, Inc. in the amount of \$386,662.78;

**WHEREAS**, on September 10, 2020, the City Council authorized Contract Amendment No. 4 with GHD, Inc. in the amount of \$75,075.41;

**WHEREAS**, on September 9, 2021, the City Council authorized Contract Amendment No. 5 with GHD, Inc. in the amount of \$61,122.04;

**WHEREAS**, on June 30, 2022, the City Manager executed Contract Amendment No. 6 with GHD, Inc. extending the final completion date of the contract;

**WHEREAS**, on June 27, 2019, City Council adopted a Resolution directing staff to proceed with the right-of-way and final design phases of the Arcade-Cripple Creek Trail Project;

**WHEREAS**, the City wishes to amend the agreement to provide professional construction support services;

**WHEREAS**, Amendment No. 7, in the amount of \$60,804.69 will increase the total not-to-exceed contract fee to \$1,078,882.89; and

**WHEREAS**, the proposed professional services will be paid for with Active Transportation Program (ATP) grant funds, Recreational Trails grant funds, Stormwater Utility (Fund 209), and Measure A (Fund 310), have been budgeted for the Project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute Contract Amendment No. 7, in the amount not to exceed \$60,804.69, for professional construction support engineering services for the Arcade-Cripple Creek Trail Project.

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 11<sup>th</sup> day of August, 2022 by the following vote, to wit:

<b>AYES:</b>	<b>Council Members:</b>
<b>NOES:</b>	<b>Council Members:</b>
<b>ABSTAIN:</b>	<b>Council Members:</b>
<b>ABSENT:</b>	<b>Council Members:</b>

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**Porsche Middleton, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**

**AMENDMENT NO. 7 TO CONTRACT FOR PROFESSIONAL  
SERVICES FOR THE ARCADE-CRIPPLE CREEK TRAIL PROJECT BETWEEN THE  
CITY OF CITRUS HEIGHTS AND GHD, INC.**

This Amendment No. 7 (the “Contract Amendment No. 7”) is entered into by and between the City of Citrus Heights (“City”), a municipal corporation in the State of California, and GHD, Inc., as of \_\_\_\_\_, 2022.

**RECITALS**

WHEREAS, the City and Consultant previously entered into that Contract for Professional Design Services for the Project Approval/Environmental Documentation (PA/ED) phase of the Electric Greenway Trail Project dated June 28, 2018 (the “Agreement”);

WHEREAS, on February 28, 2019, Contract Amendment No. 1 in the amount of \$7,534.36, was executed to perform additional environmental studies;

WHEREAS, on April 11, 2019, Contract Amendment No. 2 in the amount of \$17,606.98, was executed to perform additional technical reports and environmental studies;

WHEREAS, on January 23, 2020, Contract Amendment No. 3 in the amount of \$386,662.78, was executed to perform professional services for the final engineering design (PS&E) and right-of-way (ROW) phases;

WHEREAS, on September 10, 2020, Contract Amendment No. 4 in the amount of \$75,075.41, was executed to perform additional professional services;

WHEREAS, on September 9, 2021, Contract Amendment No. 5 in the amount of \$61,122.04, was executed to perform additional professional services for the PS&E and right-of-way ROW phases;

WHEREAS, on June 30, 2022, Contract Amendment No. 6 was executed to extend the duration of the agreement, resulting in a new termination date of June 30, 2023;

WHEREAS, the City and Consultant now wish to execute Contract Amendment No. 7 to perform construction support services; and

WHEREAS, the City and Consultant also agree to increase the maximum compensation allowed under the Agreement by sixty thousand eight hundred four dollars and sixty-nine cents (\$60,804.69) for an amended total compensation of not to exceed one million seventy eight thousand eight hundred eighty two dollars and eighty nine cents (\$1,078,882.89).

NOW, THEREFORE, the City and Consultant agree as follows:

1. Introduction. The City and Consultant agree to modify the Agreement to include the Additional Work. Article I, Section A of the Agreement, “INTRODUCTION,” is hereby amended to read as follows:

- “A. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposals dated June 6, 2018, January 21, 2019, March 19, 2019, December 20, 2019, August 26, 2020, August 19, 2021, and July 15, 2022. The approved CONSULTANT’s Cost Proposals are attached hereto as Exhibits A, A1, A2, A3, A4, A5 and A6 and incorporated by reference. If there is any conflict between the approved Proposals and this contract, the contract shall take precedence.”
2. Statement of Work. The City and Consultant agree to modify the Agreement to include the Additional Work. The first paragraph of Article II, of the Agreement, “STATEMENT OF WORK,” is hereby amended to read as follows:
- “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 Exhibits A, A1, A2, A3, A4, A5 and A6, and incorporated herein, at the time and place and in the manner specified therein.
3. Compensation. City and Consultant also agree to increase the maximum compensation allowed under the Agreement by sixty thousand eight hundred four dollars and sixty-nine cents (\$60,804.69). Article V, Section H of the Agreement “ALLOWABLE COSTS”, is hereby amended to read as follows:
- “B. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of \$45,062.54. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- “H. The total amount payable by CITY including the fixed fee shall not exceed \$1,078,882.89.”
4. Exhibits. The Additional Work described under Sections 1 and 2 of this Amendment and the fee estimate of such work described under Section 3 of this Amendment are attached hereto as Attachment 1 and shall become Exhibit A6 to the Agreement.
5. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect, including but not limited to, the terms and conditions regarding timing of payment, insurance and indemnification, and standard of care.

**SIGNATURES ON THE FOLLOWING PAGE**

**CITY OF CITRUS HEIGHTS**

By: \_\_\_\_\_  
Ashley J. Feeney, City Manager

Date: \_\_\_\_\_

Attest

\_\_\_\_\_  
Amy Van, City Clerk

Approved as to Form

\_\_\_\_\_  
Ryan Jones, City Attorney

**GHD, INC.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

# ATTACHMENT 1

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

## EXHIBIT 10-H1 COST PROPOSAL

Page 1 of 3

### ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Markups are Not Allow

Consultant GHD Inc.

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Contract No. 20-18-002

Date Revised 7/15/2022

### Costs for Phase 2 - PS&E/CON

#### DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal	Douglas Ries	0	\$ -	\$ -
Project Manager	Lindsey VanParys	24	\$ 90.63	\$ 2,175.12
Assistant PM	Daniel Kehrer	62	\$ 76.44	\$ 4,739.28
Environmental Planner D3	Snr. Enviro. Planner	45	\$ 52.36	\$ 2,356.20
Engineer D3	Snr. Engineer	68	\$ 63.62	\$ 4,326.16
Engineer A2	Engineer	0	\$ 28.13	\$ -
Engineer D3	Survey Manager	0	\$ 63.57	\$ -
Technician/Technologist B3	Survey Technician	0	\$ 27.85	\$ -
Administrative Support	Administration	6	\$ 20.00	\$ 120.00

#### LABOR COSTS

a) Subtotal Direct Labor Costs	\$13,716.76
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$13,716.76

#### INDIRECT COSTS

d) Fringe Benefits (Rate: 32.33%)	e) Total Fringe Benefits [(c) x (d)]	\$4,434.63
f) Overhead & G&A (Rate: 150.30%)	g) Overhead [(c) x (f)]	\$20,616.29
h) General and Administrative (Rate: ___%)	i) Gen & Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$25,050.92

#### FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.0%	\$ 3,876.77
--	-------------

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

Description of Item	Quantity	Unit	Unit Cost	Total
Other Direct Costs (reproduction, mileage, etc)	1	mile	\$ 1,144.00	\$ 1,144.00
Postage	0	LS	\$0.00	\$ -
Copies (8.5x11)	0	ea	\$0.00	\$ -
Copies (11x17")	0	ea	\$0.00	\$ -
Plots (Color oversize)	0	ea	\$0.00	\$ -
Plots (24"x36")	0	ea	\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 1,144.00

#### m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: Y&C Transportation	\$ 5,000.00
Subconsultant 2: Alta Planning & Design	\$ 5,016.24
Subconsultant 3: HDR (formerly WRECO)	\$ 7,000.00

m) TOTAL SUBCONSULTANTS' COSTS \$ 17,016.24

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 18,160.24

TOTAL COST [(c)+(j)+(k)+(n)] \$ 60,804.69

#### NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.



**EXHIBIT 10-H1 COST PROPOSAL**    PAGE 2 OF 3

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

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	<b>2 Year Contract Duration</b>
\$13,716.76	205	=	\$66.91	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$66.91	+	5%	=	\$70.26	Year 2 Avg Hourly Rate
Year 2	\$70.26	+	5%	=	\$73.77	Year 3 Avg Hourly Rate
Year 3	-	+		=	-	Year 4 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	205.0	=	205.0	Estimated Hours Year 1
Year 2	0.00%	*	205.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*		=	0.0	Estimated Hours Year 3
Total	100%			=	205.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$66.91	*	205	=	\$13,716.76	Estimated Hours Year 1
Year 2	\$70.26	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$73.77	*	0	=	\$0.00	Estimated Hours Year 3
			Total Direct Labor Cost with Escalation	=	\$13,716.76	
			Direct Labor Subtotal before Escalation	=	\$13,716.76	
			Estimated Total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

NOTES:

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

**EXHIBIT 10-H1 COST PROPOSAL** (Page 1 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

**Note: Mark-ups are Not Allowed**☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant Y&C Transportation Consultants, Inc.Project No. City of Citrus Heights Electric GreenwayContract No. Construction SupportDate 06/26/2022**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer XII	Daniel Yau	2.0	\$ 105.75	\$ 211.50
Engineer XI	Kin Chan	9.0	\$ 98.25	\$ 884.25
Engineer VI	Meng Yang	8.0	\$ 62.00	\$ 496.00
Engineer III	Shannon Liao	8.0	\$ 39.00	\$ 312.00
Engineer II	Jason Nguyen	4.0	\$ 34.50	\$ 138.00
Engineer I	Anson Huynh	4.0	\$ 31.00	\$ 124.00
Tech II	William Chan	5.0	\$ 21.00	\$ 105.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total:		40.0		\$ 2,270.75

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 2,270.75
b) Anticipated Salary Increases (see page 2 for calculations)	\$ 34.06
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 2,304.81</b>

**INDIRECT COSTS**

d) Fringe Benefits	Rate: 54.29%	e) Total fringe benefits [(c) x (d)]	\$ 1,251.28
Overhead	Rate: 34.84%	g) Overhead [(c) x (f)]	\$ 803.00
h) General and Administrative	Rate:	i) Gen & Admin [(c) x (h)]	\$ -
		<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 2,054.28</b>

**FIXED FEE**

<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%</b>	<b>\$ 435.91</b>
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**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	100	mile	\$ 0.585	\$ 58.50
Express Mails / Deliveries (at cost)	2	each	\$ 50.00	\$ 100.00
Outside Copying	1	each	\$ 46.50	\$ 46.50
				\$ -
				\$ -
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 205.00</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
<b>m) SUBCONSULTANTS' COSTS</b>	<b>\$ -</b>

<b>n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]</b>	<b>\$ 205.00</b>
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<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b>\$ 5,000.00</b>
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**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$2,270.75	/	40.0	=	\$56.77	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$56.77	+	3.0%	=	\$58.47	Year 2 Avg Hourly Rate
Year 2	\$58.47	+	3.0%	=	\$60.23	Year 3 Avg Hourly Rate
Year 3	\$60.23	+	3.0%	=	\$62.03	Year 4 Avg Hourly Rate
Year 4	\$62.03	+	3.0%	=	\$63.89	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50%	*	40.0	=	20.0	Estimated Hours Year 1
Year 2	50%	*	40.0	=	20.0	Estimated Hours Year 2
Year 3	0%	*	40.0	=	0.0	Estimated Hours Year 3
Year 4		*	40.0	=	0.0	Estimated Hours Year 4
Year 5		*	40.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	40.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1 \$	56.77	*	20.0	=	\$1,135.38	Estimated Hours Year 1
Year 2 \$	58.47	*	20.0	=	\$1,169.44	Estimated Hours Year 2
Year 3 \$	60.23	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4 \$	62.03	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5 \$	63.89	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$2,304.81	
Direct Labor Subtotal before escalation				=	\$2,270.75	
<b>Estimated total of Direct Labor Salary Increase</b>				=	<b>\$34.06</b>	<b>Transfer to Page 1</b>

**NOTES:**

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

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

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

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

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

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

**Prime Consultant or Suconsultant Certifying:**

Name:	<u>Daniel Yau</u>	Title*:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>06/26/2022</u>
Email:	<u><a href="mailto:dyau@yctransportation.com">dyau@yctransportation.com</a></u>	Phone Number:	<u>(916) 947-3876</u>
Address:	<u>3250 Ramos Circle, Sacramento, CA 95827</u>		

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

List services the consultant is providing under this proposed contract:

Provide design support for electrical items during construction.

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

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant

2nd Tier Subconsultant

Consultant Alta Planning + Design, Inc.

Project No. Citrus Heights Electric Greenway Contract No. PO#11179688 Date 8/11/2021

**DIRECT LABOR**

Classification/Title	Name	Hours		Actual Hourly Rate	Total
Project Manager	Brian Burchfield	20		\$59.60	\$ 1,192.00
Designer	Carmela Sambo	14		\$30.77	\$ 430.78

34

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$1,622.78

b) Anticipated Salary Increases (see page 2 for calculation) \$24.34

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$1,647.12

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 42.8 %) e) Total Fringe Benefits [(c) x (d)] \$704.97

f) Overhead (Rate: 134.06 %) g) Overhead [(c) x (f)] \$2,208.13

h) General and Administrative (Rate: 0.00 %) i) Gen & Admin [(c) x (h)] \$0.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$2,913.10

**FIXED FEE**

k) **TOTAL FIXED FEE [(c)+(j)] x fixed fee 10.0%** \$456.02

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

Description of Item	Quantity	Unit	Unit Cost	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

l) **TOTAL OTHER DIRECT COSTS** \$0.00

**m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)**


m) **TOTAL SUBCONSULTANTS' COSTS** \$0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$0.00

**TOTAL COST [(c)+(j)+(k)+(n)]** \$5,016.24

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**Scope Amendment for Construction Support Services**  
**Scope of Services**  
**Arcade-Cripple Creek Trail Project**

**Task H.3: Construction Support Services**

The work performed under this task is intended to provide design related assistance and input for construction contractor/ resident engineer (RE) questions, submittals, requested design changes, meeting requests, and documentation of the project's as-built plans.

Tasks identified for this anticipated effort includes:

- Management & Coordination Meetings:
  - GHD will continue to provide project management services consistent with the existing contract for the duration of construction.
  - Up to 8 Coordination Meetings have been budgeted. It is assumed 3 will be in person and 5 will be virtual.
- Resident Engineer (RE) Pending File
  - GHD will prepare an electronic compilation of the project information, background and guidance collected during the previous phases of the project that are necessary to administer the construction contract.
  - A draft will be provided to the City in MSWord format for revisions and edition of City obtained information and background on the project.
  - The final version of the RE Pending File will be provided in electronic format to the City for distribution to the RE.
- Request for Information (RFI) responses
  - Up to 15 RFI responses have been budgeted.
  - RFI responses are assumed to be provided in written and provided through email or tracking program run by the RE or Contractor.
- Submittal Reviews
  - The GHD team will review up to 10 products submittal reviews
  - This assumes the RE will review and approve the majority of the submittals for conformance with the project specifications and City/County Standards
- Plan Revisions/Change Orders (CCO's)
  - For budgeting purposes, up to 4 plan changes/CCO's
  - It is assumed no more than 4 plan sheets need to be edited per CCO
- (As Needed) Geotechnical Consultation for any differing site conditions and/or changes to foundation plans.
- Project as-built plans per Resident Engineer's field markups on the Plans

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT  
WITH THE SACRAMENTO TREE FOUNDATION TO PROVIDE PROFESSIONAL  
SERVICES FOR TREE PLANTING, MONITORING AND OUTREACH SERVICES**

**WHEREAS**, trees play an important role in the quality of life of a community in providing needed shade and cooling, aesthetic beauty, and increased property values;

**WHEREAS**, the planting of trees today allows us to pass along a legacy of community and environmental awareness to future generations;

**WHEREAS**, the City wishes to plant and maintain trees along the future Arcade-Cripple Creek Trail alignment;

**WHEREAS**, the City further wishes to educate and engage the public regarding the importance of trees;

**WHEREAS**, in accordance with City purchasing policy procedures, the City developed a scope of work with the Sacramento Tree Foundation to provide professional services for the tree planting, monitoring and outreach;

**WHEREAS**, the Sacramento Tree Foundation is skilled at incorporating community education about the process and importance of maintaining a healthy urban forest;

**WHEREAS**, the City desires to enter into a Professional Services Contract with the Sacramento Tree Foundation in an amount not to exceed \$135,645.95; and

**WHEREAS**, the proposed professional services will be paid for with Tree Mitigation Funds (Fund 261).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights that the City Manager is authorized to execute an Agreement for Professional Services with the Sacramento Tree Foundation.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights this 11<sup>th</sup> day of August, 2022 by the following vote:

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

\_\_\_\_\_  
**Porsche Middleton, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amy Van, City Clerk**

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF CITRUS HEIGHTS AND  
SACRAMENTO TREE FOUNDATION**  
(Standard Agreement)

THIS Agreement (“Agreement”) for consulting services is made by and between the City of CITRUS HEIGHTS (“City”) and Sacramento Tree Foundation (“Consultant”) (together referred to as the “Parties”) as of August 11, 2022 (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 April 30, 2027 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 thirty-five thousand six hundred forty-five dollars and ninety-five cents \$(135,645.95), as set forth in Exhibit A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement, unless authorized by the City Manager. 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 A and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit A 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 : Sacramento Tree Foundation  
191 Lahtrop Way, Ste D  
Sacramento, CA 95815

City: City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights, CA 95621  
ATTN: City Manager

- 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.
- 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.

**CITY OF CITRUS HEIGHTS**

**CONSULTANT**

---

Ashley J. Feeney, City Manager

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Sacramento Tree Foundation

Attest:

---

Amy Van, City Clerk

Approved as to Form:

---

Ryan Jones, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**



Sacramento Tree Foundation  
Scope of Work  
**Electric GreenWay Tree Replacement and Revegetation Program**

**Introduction**

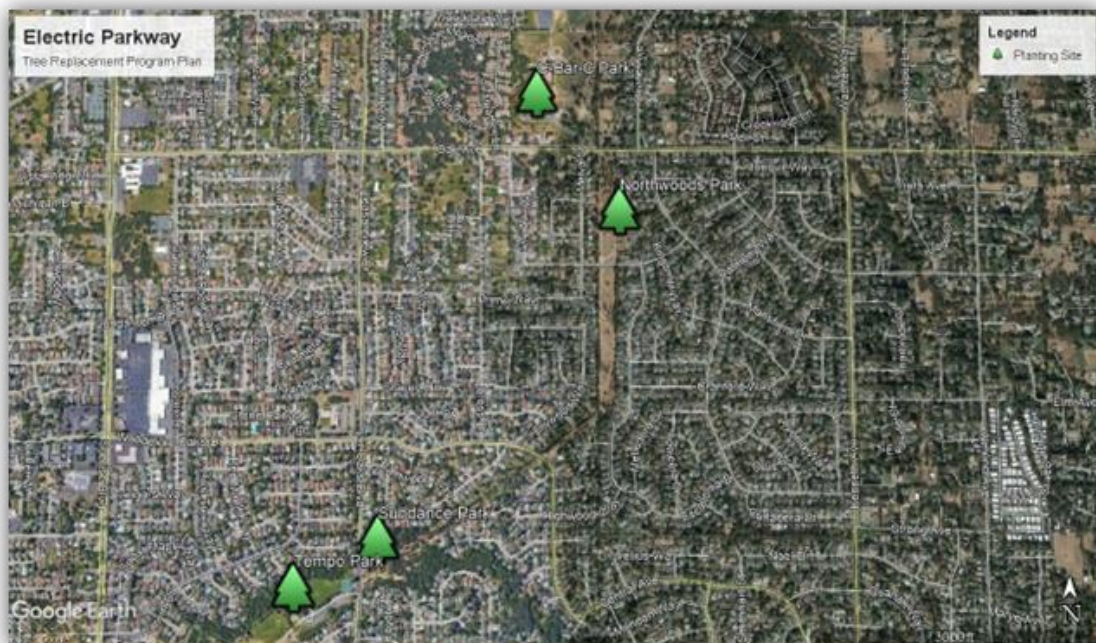
The Native Trees in Urban and Rural Environments (NATURE) program operates within the Urban Ecology Department and utilizes mitigation funding generated by local ordinances to plant and care for native trees. Annually, the Nature program plants approximately 1500 trees and cares for over 4000 trees. NATURE seeks to ensure that native trees remain an integral part of the urban forest. By planting and maintaining native trees as replacements for those lost to human development projects, the NATURE program works closely with local government and private citizens to ensure our heritage of native trees is not lost forever. NATURE trees are planted in locations where they will remain protected in perpetuity while having positive benefits for people, wildlife, and the overall environment. Volunteers are an essential part of the program and are educated on the historical value and present-day importance of native trees as they help us grow, plant, and care for the urban forest of the future.

The Sacramento Tree Foundation has consulted with the City of Citrus Heights, Orangevale Recreation and Park District, Sacramento Municipal Utility district (SMUD), and Sunrise Recreation and Park district to develop a Tree Replacement and Revegetation Program for the Electric Greenway project.

In total, 160 tree locations were identified within this plan. Each planting area identified has specific details outlined in the Electric Greenway Tree Replacement Program Plan (Appendix 1).

**Deliverables**

During the fall of 2022 and spring of 2023, the Tree Foundation proposes to install, maintain, monitor, and map 160 native and other trees at four parks throughout the City of Citrus Heights. Planting sites include C-Bar-C, Northwoods, Sundance and Tempo Parks. Trees will be planted between October 1, 2022 and April 30, 2023 and will be cared by Tree Foundation Staff for three years from their respective planting dates and result in minimum 85% survivability. Written reports and maps will be provided to all partners annually. At the close of each tree planting project, a final monitoring report will be submitted, and Tree Foundation staff members will be available to lead a tour of the mitigation sites so that the City can visually inspect the mitigation trees. At this time, the City will be able to assess compliance with the Program Plan.



### **Overall Objectives For all Planting Sites**

SMUD will be involved when siting and planting within or around SMUD easements to ensure conformance with planting plan guidelines agreed to by the City to support the work and appropriate modifications to the plans to ensure public safety.

### **Selecting Tree Materials**

Reforestation materials (Deepot/Treeband/Treepot): Reforestation materials are trees grown in specialized containers to maximize healthy root growth and accommodate for species such as native oaks that grow a tap root during natural establishment. Pot sizes include Deepot, Treeband, and Treepot sizes, with the first two accommodating 12-to-18-month-old seedling trees and the latter accommodating 1–4-year-old sapling trees, depending on species.

Nursery stock will preferentially be grown from seed or propagules harvested within the same watershed and the closest possible proximity (no more than 25 miles) to the reforestation site. When purchasing trees, information will be gathered on source site, propagule type, sowing date, and if the supplying nursery uses phytosanitary conditions for propagation. Upon delivery of a tree order, all trees will be inspected for visible insect pests, root crown defects, and overall appearance. At least 10% of all trees will be removed from their containers to inspect root health and monitor for root pests. Shipment will be declined, or materials returned that do not meet the highest standards.

#5 and #15 containerized trees: These are standard nursery production container sizes available in the greater Sacramento area. Healthy #5 pot sized trees should be between 3-5 feet tall with trunks up to a ½ inch thick, depending on species and age, with a robust root system just filling the container and multiple branches. #15 pots can accommodate trees approximately twice as large. Upon delivery of a tree order, all trees will be inspected for visible insect pests and over-all appearance but pay special attention to root defects which can be common and uncorrectable in #5 and #15 pots. Common issues include buried root crowns, J-roots, and circling roots. At least 10% of all trees will be removed from their containers to inspect root health and monitor for root pests. Shipment will be declined, or materials returned that do not meet the highest standards.

### **Tree planting**

Trees will be planted between October and May, with January and February often being the best time seasonally to put new trees in the ground. Holes may be prepared by hand or using equipment. Special care will be taken when using equipment to prepare planting holes as driving on or digging in wet soils can cause soil damage that can impact healthy tree establishment. All sites will have undergone an Underground Survey using the 811 system. Sites will be marked and re-surveyed within 5 days of beginning work and before digging with equipment.

### **Tree Establishment Care**

Tree establishment care and timing will be the same for all locations and tree types. During the establishment period of three years, Sacramento Tree Foundation will be responsible for:

- Maintaining constant irrigation flow to points of connection during the establishment phase and immediately notifying plant establishment contractor if irrigation will be altered or unavailable. Proper irrigation is the most critical resource for guaranteeing healthy tree establishment.
- Instructing maintenance staff to use caution with mowing or performing other operations adjacent to establishing trees and contacting the plant establishment contractor if issues are noted with trees, irrigation, or tree protection materials.
- Meeting annually with plant establishment contractor to discuss progress, collaboration, and mutual support opportunities.
- After the establishment period ends, it is recommended that all trees be assessed for structural pruning at years 6 or 7.

During the establishment period, the minimum maintenance schedule must include:

Year 1:

- Winter- Bi-weekly inspection of all trees. Repair or replacement of tree protection materials as needed.
- Spring- Bi-weekly inspection of all trees. Repair or replacement of tree protection materials as needed. Removal of competing vegetation in the 4' area around each tree. Fire abatement mowing as needed. Testing of irrigation systems.

- Summer- Weekly inspection and irrigation of all trees. Repair or replacement of tree protection materials as needed. Removal of competing vegetation in the 4' area around each tree.
- Fall- Weekly inspection and irrigation of all trees. Repair or replacement of tree protection materials as needed. Removal of competing vegetation in the 4' area around each tree. Tree health and success monitoring and reporting. Annual meeting with land managers/park staff.

Year 2:

- Winter- Bi-weekly inspection of all trees. Repair or replacement of tree protection materials as needed. Structural pruning of all trees to meet site specific structure goals and long-term tree safety.
- Spring- Bi-weekly inspection of all trees. Repair or replacement of tree protection materials as needed. Removal of competing vegetation in the 4' area around each tree. Fire abatement mowing as needed. Testing of irrigation systems.
- Summer- Bi-weekly inspection and irrigation of all trees. Repair or replacement of tree protection materials as needed. Removal of competing vegetation in the 4' area around each tree.
- Fall- Bi-weekly inspection and irrigation of all trees. Repair or replacement of tree protection materials as needed. Removal of competing vegetation in the 4' area around each tree. Tree health and success monitoring and reporting. Annual meeting with land managers/parks staff.

Year 3:

- Winter- Monthly inspection of all trees. Repair or replacement of tree protection materials as needed. Structural pruning of all trees to meet site specific structure goals and long-term tree safety.
- Spring- Monthly inspection of all trees. Repair or replacement of tree protection materials as needed. Removal of competing vegetation in the 4' area around each tree. Fire abatement mowing as needed. Testing of irrigation systems.
- Summer- Monthly (every 24 days) inspection and irrigation of all trees. Repair or replacement of tree protection materials as needed. Removal of competing vegetation in the 4' area around each tree.
- Fall- Monthly (every 24 days) inspection and irrigation of all trees. Repair or replacement of tree protection materials as needed. Removal of competing vegetation in the 4' area around each tree. Tree health and success monitoring and reporting. Final meeting with land managers/parks and handoff of tree maintenance responsibilities.
- Post tree establishment: Removal of tree tubes once the tree trunk outgrows it which will split the tube along the include perforations. Assessment and performance of additional structural pruning, as needed, years 6 and 7. Occasional supplemental irrigation in periods of excessive drought or when altering landcover (i.e., if removing turf).

#### **Success Criteria and Triggers for remediation**

Project success will be achieved with 85% of the trees or greater achieving “fair” or “good” health ratings upon inspection year three. In order to meet this goal, failed trees must be identified during the tree health monitoring in Fall of year one and replaced in Winter of year 2.

All failed trees will be evaluated using an adaptive management lens and structural reasons for tree failure corrected if possible. For example, if trees are being damaged by large herbivores, installing protective fencing can correct the issue. It is impossible to plan for any possible scenario, so evaluating the trees regularly and addressing issues as they come up is the most effective method of ensuring project success.

#### **Educational Opportunities and Messaging**

Involving the community in tree planting and tree care activities is a wonderful, fun way to encourage civic participation and grow support for city services such as parks. Community members feel connected to their local park and are more likely to take ownership of its care if they have dedicated their time and energy to a project such as tree planting. Opportunities to involve the community exist within each stage of a tree replacement program.

## Opportunities and Messaging:

### Year 1

- Pre-planting community communication. As soon as locations begin to be marked and pre-planting activity is noticeable within the park, community members will wonder what is going on. This is the perfect time to engage with curious neighbors and recruit them to become involved with the effort.
  - Recommended methods: In-park signage, posted flyers, mailers to neighbors within 500 feet
  - Messaging: Project details, invitation to come plant, contact information for questions or concerns
- Tree Planting Event. Schedule a 2–3-hour event for community members to come help plant the new trees. In general, people are more enthusiastic about the activity than being technically excellent at the work. All events should be carefully prepared to ensure participants can be successful and feel accomplished.
  - Recommended methods: In person event, handouts and posted flyers about the project, social/media communications about the efforts.
  - Messaging: Project details, importance of planting trees, jurisdictional commitment and regulations around trees, benefits of the trees planted.

### Year 2

- Tree Care events. Yearly or seasonal events can foster ongoing support for the project and parks. Community members that learn about effective tree care methods will translate these lessons to their own properties and neighborhoods.
  - Recommended methods: Events, in-park signage, social media.
  - Messaging: Importance of young tree care (proper irrigation, proper staking, structural pruning, mulching, trunk protection), human health benefits of trees, shade, habitat value of urban trees.

### Year 3

- Tree Care events. Yearly or seasonal events the third year can help highlight the importance of focused care for the first few years after tree planting.
  - Recommended methods: Events, in-park signage, social media
  - Messaging: “It takes three years to plant a tree”, structural pruning, changing irrigation needs between young trees and established trees.

## Specific Site Plans

Each Park has a site-specific plan to install, maintain, monitor, and map trees. Please see Electric Greenway Tree Replacement Program Plan for detailed site information (Appendix 1).

## Timeline

This Scope of Work is for the planting from October 2022 through April 2023 and maintenance, monitoring, and mapping of 160 trees through April 2026.

## Proposed cost

The proposed total cost for the Electric Greenway Tree Replacement Program to install, maintain, monitor, and map 160 trees is \$135,645.95.

## **Sacramento Tree Foundation**

### Mitigation/Tree Planting Proposal for:

### Citrus Heights

		Site Prep and				
	Trees	Installation	Year 1	Year 2	Year 3	Total
31 CBAR	31 D-POT	\$ 9,814.60	\$ 7,361.05	\$ 5,394.40	\$ 1,361.10	\$ 23,931.15
52 Northwoods	31 D-POT/21 5/15	\$ 17,375.00	\$ 7,586.05	\$ 5,469.40	\$ 1,386.10	\$ 31,816.55
35 Sundance	36 D-POT	\$ 10,205.60	\$ 19,197.10	\$ 13,913.80	\$ 6,919.40	\$ 50,235.90
42 Tempo Park	42 Mix 5/15	\$ 15,220.80	\$ 7,586.05	\$ 5,469.40	\$ 1,386.10	\$ 29,662.35
						<b>\$ 135,645.95</b>



**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



July 27, 2022

Honorable Mayor Porsche Middleton  
City of Citrus Heights  
6360 Fountain Square Dr.  
Citrus Heights, CA 95621

**RE: Citrus Heights Arcade Cripple Creek Trail**

Dear Mayor Middleton:

The Orangevale Recreation & Park District is thrilled to see the much-anticipated Arcade Cripple Creek Trail come to fruition and we are pleased to learn that the City of Citrus Heights intends to award a construction contract on August 11, 2022. As you know, the trail runs through and connects two parks in Orangevale, just outside Citrus Heights city limits. Adding and improving upon our trail systems has been identified as a high priority by our residents in our most recent master plans. The OVparks Board of Directors and staff are excited to being even closer to realizing this vision for our community, and the other partner communities involved in this project.

Construction of the Arcade-Cripple Creek Trail project will increase walking and biking as well as provide much needed accessibility upgrades within the parks. This will provide improved opportunities for more people to experience the many new recreational, leisure, fitness, and transportation benefits provided to them. Our park-users are also looking forward to safe connections across Fair Oaks Boulevard between Sundance Park (ORPD) and Tempo Park (SRPD) as well as experiencing new connections for thru-travel to Streng Avenue Park, C-Bar-C Park and beyond. We are excited to be part of a project that will provide residents increased access to trails and parks while being part of a larger regional trail network.

In closing, we wish to recognize the professionalism, cooperation, communication, and hard work displayed by City staff; most notably, Leslie Blomquist, Casey Kempenaar, and Regina Cave. We would like to thank the Mayor and City Council for your vision to deliver this important community amenity to our current and future residents and users our parks. We look forward to riding and walking this trail in the near future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Barry Ross".

Barry Ross, District Administrator  
Orangevale Recreation & Park District

6826 Hazel Avenue  
Orangevale, CA 95662  
916-988-4373  
OVparks.com

4 August 2022  
Citrus Heights Planning Department  
Attn: Casey Kempenaar, Community Development Director

I am writing to express full support for the planned Arcade-Cripple Creek Trail Project and encourage the City Council to approve construction. I live near Tempo Park and frequently walk multiple sections of the proposed trail, including Tempo Park, crossing Fair Oaks Blvd. into the Sundance Natural Area and throughout the surrounding neighborhoods. I have been interested in this project and have followed it since its introduction in 2019.

I have participated in the city-sponsored information sessions and neighborhood gatherings where many concerns were expressed. The city has done an exceptional job responding to and accommodating our concerns, including tree preservation, lighting, safety and bridge replacement. I believe these accommodations provide an excellent balance and bring positive opportunities to our city.

This trail project will make our community a better place by encouraging physical fitness and healthy lifestyles. It creates neighborhood value through positive and modern infrastructure while preserving our open spaces. It improves safety by adding safe street crossings.

I look forward to enjoying the improvements this project will bring and the positive impact it will have on my lifestyle and the community.

Regards,  
Steve Wigginton  
6895 Olive Tree Way



1415 L Street,  
Suite 300  
Sacramento, CA  
95814

916.321.9000  
sacog.org

August 8, 2022

Porsche Middleton, Mayor  
City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights, CA 95621

**Subject:** Support for Arcade- Cripple Creek Trail Project

Dear Mayor Middleton:

I'm writing on behalf of the Sacramento Area Council of Governments (SACOG) to express our enthusiastic support for the Arcade-Cripple Creek Trail Project. SACOG recognizes the regional potential of the Arcade-Cripple Creek Trail. The multimodal trail is part of the Sacramento Region Trail Network, the six-county trail network adopted by the SACOG Board of Directors on April 21, 2022.

The City's work to develop the 2.9-mile-long multi-use trail between Sunrise Boulevard and Wachtel Way will transform active modes connections in Citrus Heights. The project will increase access to destinations both within the city and in unincorporated Orangevale, connecting residences to parks, schools, and the Sunrise MarketPlace. This all ages and abilities facility will create many opportunities for increasing the number of biking and walking trips in the City of Citrus Heights.

The City's work to start the construction phase of this trail project is an important step toward realizing the regional vision of trail connectivity in addition to the local potential. Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Corless", is written over a light blue horizontal line.

James Corless  
Executive Director

Auburn  
Citrus Heights  
Colfax  
Davis  
El Dorado County  
Elk Grove  
Folsom  
Galt  
Isleton  
Lincoln  
Live Oak  
Loomis  
Marysville  
Placer County  
Placerville  
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Roseville  
Sacramento  
Sacramento County  
Sutter County  
West Sacramento  
Wheatland  
Winters  
Woodland  
Yolo County  
Yuba City  
Yuba County