

CITY OF RANCHO CORDOVA



CITY COUNCIL

Monday, February 04, 2019

3:00 PM – Special Meeting

5:30 PM – Regular Meeting

AGENDA

Robert J. McGarvey, Mayor

David Sander, Vice Mayor

Garrett Gatewood, Council Member

Donald Terry, Council Member

Linda Budge, Council Member

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, February 04, 2019

3:00 PM – Special Meeting
American River Room North

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

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Budge, Gatewood, Sander, Terry and Mayor McGarvey.

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Update on Ethics, Transparency, and Governance: Semi-Annual AB1234 Ethics Training.

4. ADJOURNMENT OF SPECIAL MEETING

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

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Budge, Gatewood, Sander, Terry and Mayor McGarvey.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

Mike Hughes from United Methodist Church of Rancho Cordova will give the invocation.

9. PRESENTATIONS

- 9.1 Introduce the 2019 Youth @ City Council Students.
- 9.2 Community Enhancement Fund Grant Check Presentations: 1) Boys & Girls Clubs of Greater Sacramento; 2) Cordova Community Council (for the MACC); 3) Cordova Community Council (for Community Enhancements); 4) Folsom Cordova Unified School District.

10. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

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

11. COUNCIL REPORTS

12. CITY MANAGER'S REPORT

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Meeting Minutes from January 22, 2019 and January 29, 2019 Regular and Special City Council Meetings.
Recommendation: Adopt Minutes.
- 13.2 **Subject:** An Ordinance Amending Sections of the Rancho Cordova Municipal Code Related to Title 4 Business Regulations, Title 6 Health and Sanitation and Title 23 Zoning Code.

Recommendation: Waive the second reading and adopt the Ordinance.

Result of Recommended Action: Approval of the Ordinance would amend Title 4 (Business Regulations), Chapter 4.29 Bingo Suppliers, Title 6 (Health and Sanitation), Chapter 6.68 Noise Control and Title 23 (Zoning Code), Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 7 Site Planning and Development Standards, Article 9 Specific Use Provisions and Article 11 Definitions of the Rancho Cordova Municipal Code.

Staff Report: Darcy Goulart, Planning Manager.

Advances Goals: 1, 2, 5 and 6.

- 13.3 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 01-2019 in an Amount of \$503,450 with Wood Rodgers, Inc. for Engineering Design and Right of Way Acquisition Support Services for the White Rock Road Safety and Beautification Project, CP07-2055.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution would authorize the City Manager to execute an engineering services contract with Wood Rodgers, Inc. in the amount of \$503,450 for engineering design and right of way support services for the White Rock Road Safety and Beautification Project (CP07-2055).

Staff Report: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer.

Advances Goals: 1, 2 and 5.

- 13.4 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 162-2017-1 with Alta Planning & Design to Increase the Contract Amount from \$126,850 to a Not to Exceed Amount of \$132,941 and Extend the Contract Term From February 19, 2019 to June 30, 2019 to Perform Additional Community Outreach.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract Amendment No. 162-2017-1 with Alta Planning & Design for the Cordova Creek to Trail Active Transportation Connections Study. This will increase the contract amount from \$126,850 to an amount not to exceed \$132,941 and extend the contract to June 30, 2019.

Staff Report: Albert Stricker, Public Works Director and Rupa Somavarapu, Senior Engineer.

Advances Goals: 1, 2 and 5.

- 13.5 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 192-2018-1 to Increase the Contract Amount From \$81,614 to a Not to Exceed Amount of \$102,489 With Risk-Based Decisions, Inc. for Environmental Remediation Services on the City's Property Located at 10153-10175 Folsom Boulevard.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute an amendment to the existing contract with Risk-Based Decisions, Inc. (RBDI) increasing the amount from \$81,614 to \$102,489 for environmental remediation services on the City's property located at 10153-10175 Folsom Boulevard.

Staff Report: Stefan Heisler, Reinvestment Analyst.

Advances Goals: 2, 5 and 6.

14. **CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE**

NONE.

15. PUBLIC HEARING ITEMS

NONE.

16. REGULAR CALENDAR ITEMS

- 16.1 **Subject:** City of Rancho Cordova 2019 Communications Update.
Recommendation: Receive 2019 Communications Update.
Result of Recommended Action: Council will receive an update regarding the 2018 City communications activities, as well as a high-level overview of what is planned for 2019; Council will be provided with an understanding of 2018 successes/insights and have an opportunity to discuss plans for 2019.
Staff Report: Maria Kniestedt, Communications and Public Affairs Director.
Advances Goals: 1, 2, 3 and 6.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

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

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

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
Tuesday, February 19	5:30 PM Regular Meeting
Tuesday, February 26	5:30 PM Special Meeting/Work Session
Monday, March 4	4:00 PM Special Meeting/Regular Meeting
Monday, March 18	5:30 PM Regular Meeting
Tuesday, March 26	5:30 PM Special Meeting/Work Session
Monday, April 1	4:00 PM Special Meeting/Regular Meeting
Monday, April 15	5:30 PM Regular Meeting
Tuesday, April 30	5:30 PM Special Meeting/Work Session
Monday, May 6	CANCELLED REGULAR MEETING
Tuesday, May 14	5:30 PM Special Meeting/Work Session
Monday, May 20	5:30 PM Regular Meeting
Tuesday, May 28	5:30 PM Special Meeting/Work Session
Monday, June 3	4:00 PM Special Meeting/Regular Meeting
Monday, June 17	5:30 PM Regular Meeting
Tuesday, June 25	5:30 PM Special Meeting/Work Session
Monday, July 1	4:00 PM Special Meeting/Regular Meeting
Monday, July 15	CANCELLED REGULAR MEETING
Monday, August 5	4:00 PM Special Meeting/Regular Meeting
Monday, August 19	5:30 PM Regular Meeting
Tuesday, August 27	5:30 PM Special Meeting/Work Session

UPCOMING MEETINGS	
Tuesday, September 3	4:00 PM Special Meeting/Regular Meeting
Monday, September 16	5:30 PM Regular Meeting
Tuesday, September 24	5:30 PM Special Meeting/Work Session
Monday, October 7	4:00 PM Special Meeting/Regular Meeting
Tuesday, October 8	5:30 PM Special Meeting/Closed Session
Tuesday, October 15	5:30 PM Special Meeting/Closed Session
Monday, October 21	5:30 PM Regular Meeting
Tuesday, October 22	5:30 PM Special Meeting/Closed Session
Tuesday, October 29	5:30 PM Special Meeting/Work Session
Monday, November 4	4:00 PM Special Meeting/Regular Meeting
Tuesday, November 12	5:30 PM Special Meeting/Work Session
Monday, November 18	5:30 PM Regular Meeting
Tuesday, November 26	5:30 PM Special Meeting/Work Session
Monday, December 2	4:00 PM Special Meeting/Regular Meeting
Tuesday, December 10	5:30 PM Special Meeting/Work Session
Monday, December 16	5:30 PM Regular Meeting

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Division	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A DVD copy is available from the City Clerk's Department and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, February 04, 2019 Regular Meeting of the Rancho Cordova City Council was posted and available for review on January 31, 2019 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed January 31, 2019 at Rancho Cordova, California.



Stacy Leitner, City Clerk



meyers | nave PUBLIC OFFICIAL TRAINING SERIES



AB 1234 ETHICS TRAINING



AGENDA ITEM 3.1



AB 1234 TRAINING REQUIREMENT

- Required “no later than one year from the first day of service with the local agency,” for new officials, and thereafter “at least once every two years.” Govt. Code § (b) 53235.1
- General Ethics Principles
- Ethics Laws
 - Conflicts of Interest
 - Prohibition Against Personal Gain
 - Claiming the Perquisites of Office
 - Government Transparency Laws
 - Fair Process Laws

GENERAL ETHICS PRINCIPLES

- Values such as transparency, trustworthiness, respect, fairness and responsibility promote public trust in government
- Importance of avoiding even the appearance of impropriety



GENERAL ETHICS PRINCIPLES

- Ethics laws merely set minimum standards for conduct
- Ethics goes beyond legal requirements
 - About doing what we ought to do, rather than what's minimally required
 - Set a higher standard!

PROHIBITION ON USE OF OFFICE FOR PERSONAL GAIN

- Making decisions affecting your economic interests (Political Reform Act)
- Economic conflicts
- Conflicts and campaign contributions
- Conflicts with leaving office
- Contracting with your own agency (Gov. Code § 1090)
- Bribery

POLITICAL REFORM ACT OF 1974

The Political Reform Act applies to:

- Public officials with a financial interest making or attempting to influence a governmental decision (Gov. Code § 87100)

POLITICAL REFORM ACT OF 1974

The 4 Steps To Determine Conflict Of Interest

- Step 1: Is the financial effect “reasonably foreseeable”?
- Step 2: Is it “material”?
- Step 3: Is the effect on the official the same as on the “public generally”?
- Step 4: Is the official “making, participating in the making, or using his or her position to influence” the governmental decision from which the financial effects result?

IS THE FINANCIAL EFFECT “REASONABLY FORESEEABLE”?

- “REALISTIC POSSIBILITY AND MORE THAN HYPOTHETICAL OR THEORETICAL”
 - *Old standard “substantial likelihood”*

- **IS IT “MATERIAL”?**
- **DEPENDS ON THE FINANCIAL INTEREST INVOLVED**
- **Most common – real property**
 - Material if the subject of the decision
 - Material if it meets any of a list of criteria; including 500 feet, change character or affect market value

IS THE EFFECT THE SAME AS ON THE “PUBLIC GENERALLY”?

- A significant segment of the public is affected, and
- Effect on financial interest of official not unique when compared to significant segment
- “Significant Segment” = 25% or more of:
 - All real, commercial, or residential property in jurisdiction, or
 - All businesses or non-profits in jurisdiction, or
 - All individuals in jurisdiction

IS THE OFFICIAL “MAKING, PARTICIPATING IN MAKING, OR IN ANY WAY ATTEMPTING TO USE HIS OR HER OFFICIAL POSITION TO INFLUENCE” THE GOVERNMENTAL DECISION?

POLITICAL REFORM ACT OF 1974

Recusal Actions Required Section 87105

- Publicly identify interest in sufficient detail
- Recuse self from discussions or acting on matter
- Leave room, unless matter on consent agenda
- **Exception:** May speak during public comment about affect on interest

POLITICAL REFORM ACT OF 1974

Penalties for Violation of Political Reform Act

- **Administrative Fine** - \$5,000 fine per violation imposed by FPFC
- **Civil Remedy** - If official derived economic benefit from decision, fine could amount to 3 times the benefit received
- **Criminal Sanctions** - If the official knowingly or willingly violated the law: misdemeanor conviction, fine of \$10,000 or 3 times value of benefit conferred (whichever is greater, and the official disqualified from public office for 4 years)

Conflicts of Interest and Campaign Contributions

- “**Directly elected**” exception – (Gov. Code § 84308(a)(3); Cal Code of Regulation, Title 2 § 18438.1)
 - Ex: Not applicable to a City Council Member at a City Council meeting.
 - Ex: Applicable to City Council Member serving on LAFCo meeting.
- Public officials are disqualified from making a decision involving a license, permit, or entitlement for use if official has accepted a campaign contribution exceeding \$250 from the party within the preceding 12 months (Gov. code § 84308)
- Official may not accept a campaign contribution exceeding \$250 while such an application is pending, and for three months after the decision is made

CONFLICT OF INTEREST WHEN LEAVING OFFICE

Lobbying Former Agency

- One year ban on lobbying former agency
- Applies to elected officials, city managers, county executives, and general managers
- Applies only if compensated and representing another person

Decisions involving Prospective Employers

- Public officials and employees are prohibited from being involved in governmental decisions directly relating to a prospective employer

GOVERNMENT CODE SECTION 1090

California Government Code Section 1090 prohibits an officer or employee of a public agency from participating in the making of a contract in which he or she has a financial interest

GOVERNMENT CODE SECTION 1090

Scope Of Section 1090 Conflict

- **Abstention does not** cure a Section 1090 Conflict
- Entire governing body is precluded from entering into the contract
- Agency not allowed to make any payments on contract

GOVERNMENT CODE SECTION 1090

Financial Interest In A Contract

- “Financial interest” includes both direct and indirect interests
- Determination based on the connection between the contract and the official’s interest

GOVERNMENT CODE SECTION 1090

Contracts Subject To Section 1090

- Contracts are defined broadly
- Includes renewal, extension, amendment, or renegotiation of existing contract

GOVERNMENT CODE SECTION 1090

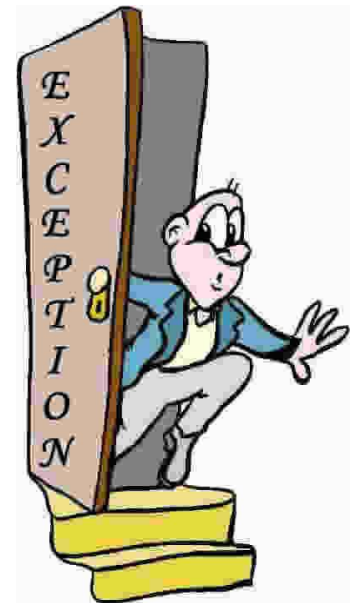
"Participation" In Making A Contract

- Preliminary discussions
- Negotiations
- Compromises
- Reasoning
- Planning
- Drawing of plans and specifications
- Solicitation for bids

GOVERNMENT CODE SECTION 1090

Exceptions To Section 1090

- Remote interest (e.g. non-salaried officer of non-profit)
- Non-interest (e.g. salary per diem from another government agency)
- Rule of necessity



GOVERNMENT CODE SECTION 1090

Exceptions To Section 1090

Remote Interest Exceptions

- Public official does not have an interest in contract if the interest is “remote” and if fact of the remote interest is disclosed to the legislative body and noted in official records
- Must recuse and note conflict for the record
- Examples:
 - Employee or officer of non-profit
 - Landlord or tenant of contracting party
 - Salary or per diem from a directly involved government department
 - Supplier of same goods and services for 5 years prior to election/appointment
 - Employee of private party if:
 - 10 or more employees, and
 - Employed more than 3 years

GOVERNMENT CODE SECTION 1090

Exceptions To Section 1090

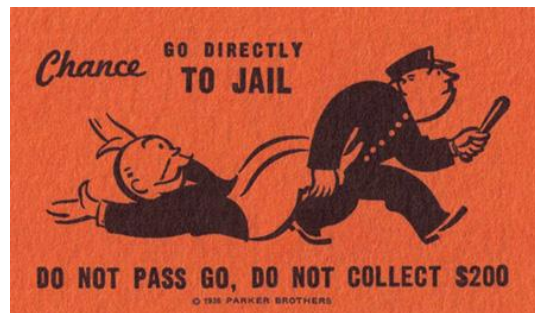
Non-interest Exceptions

- Public official is deemed not interested and may participate in making of the contract
- Examples
 - Ownership of less than 3% of stock, constituting less than 5% of income.
 - Spouse of officer/employee of public agency, if the office holding or employment existed at least one year prior to the spouse's election/appointment
 - Salary or per diem from a non-directly involved government department
 - Nonsalaried member of nonprofit, with disclosure and noting in records

GOVERNMENT CODE SECTION 1090

Violation Of Section 1090

- Contracts made in violation of Section 1090 are void and unenforceable
- Payments made to the contracting party must be returned to the public agency
- Public agency entitled to retain any benefits it received



GOVERNMENT CODE SECTION 1090

Personal Consequences

Government Code Section 1097 provides that willful violations of Section 1090 are punishable by fine, imprisonment, and permanent disqualification from holding any office in California



GOVERNMENT CODE SECTION 1090

No Execution = No Violation

- If the prohibited contract is never executed, there is no violation of Section 1090
- If a potential Section 1090 conflict is discovered, **don't allow the contract to be executed**

GOVERNMENT CODE SECTION 1090

- Even if a Section 1090 conflict does not exist, there may still be a conflict under the Political Reform Act
- FPPC granted more power to bring civil and administrative enforcement action (AB 1090 (Fong) 2013)
 - Power to impose \$10,000 fine or 3x the value of the illegal contract

BRIBERY

- A public official (elected, appointed or staff);
- Requests, takes, or agrees to receive any bribe; and
- Represents that the bribe would unlawfully influence a vote decision, or opinion. Representation may be ***express*** or ***implied***.
- Bribe is anything of “value or advantage”
- Official action influenced
- Penalties



CLAIMING THE PERQUISITES (“PERKS”) OF OFFICE

State law places significant restrictions on the “perks” that a public official may receive. Regulated categories include:

- Transportation by transportation companies
- Gifts
- Travel payments
- Honoraria
- Misuse of public resources
- Mass mailing at public expense
- Gifts of public funds



ILLEGAL GIFTS OF TRANSPORTATION PROHIBITION

- Constitutional Prohibition. Cal. Const. art. XII, § 7
- No free passes or discounts from transportation companies
- Severe penalty: **forfeit office**
- Applies to all forms of transportation



GIFT AND TRAVEL RESTRICTIONS

- Gift Limit Prohibition
 - Public officials and employees may not accept gifts from a single source during a calendar year in excess of **\$500**
 - Gifts in excess of limit from a single source during a 12 month period are disqualifying
 - Gifts in excess of **\$50** from a single source must be reported

GIFT AND TRAVEL RESTRICTIONS



- What is a gift?
 - Any payment or other benefit conferring a personal benefit for which the public official does not provide goods or services of equal or greater value
- When is a gift accepted?
 - A gift has been accepted when the public official takes actual possession of the gift or exercises direction or control over the gift, including discarding the gift or turning it over to another person

GIFT AND TRAVEL RESTRICTIONS

Exceptions to Gift Limitations

Exceptions to gift restrictions:

- Gifts not used and returned
- Gifts donated to 501(c)(3) organization (without claiming a deduction)
- Gifts from family members
- Informational material (books, papers)
- Campaign contributions
- Any devise or inheritance



*Give it back
or donate it
to charity*

MORE GIFT EXCEPTIONS

- Home hospitality (w/some importation limitations)
- Gift exchanges of equal value
- Leave credits
- Disaster relief provisions
- Travel and subsistence as part of campaign activities
- Entrance to an event while performing a ceremonial role (includes one guest)
- Prizes received in a bona fide competition
- Benefits received as a guest attending a wedding
- Bereavement offerings associated with funerals

EVEN MORE GIFT EXCEPTIONS

- Acts of neighborliness: Lending a tool
- Bona fide dating relationship
- Acts of human compassion: Money given to you to help with support because of a loss, or for your humanitarian efforts
 - Exceptions
 - Lobbyists
 - Someone coming before the City for a permit/entitlement
 - If you work for a regulatory agency and the gift giver is coming before your agency for (upon which it is reasonably foreseeable you will participate) a license or enforcement proceeding

GIFTS TO MEMBERS OF AN OFFICIAL'S FAMILY

- Immediate family includes spouse and dependent children
 - Dependent children: A child, under 18 years old and whom the official is entitled to claim as a dependent on his or her federal income tax
 - “Official’s Child”: At least 18 but no more than 23 years old and is a full-time or part-time student; and
 - Has the same principal residence as official; and
 - Does not provide more than one-half of his or her own support

GIFTS TO MEMBERS OF AN OFFICIAL'S FAMILY

- May be considered a payment to the public official when there is
 - No established relationship that would suggest an association between the donor and the family member
 - There is evidence to suggest that the donor had a purpose to influence the official

GIFT AND TRAVEL RESTRICTIONS

Exceptions to Gift Limitations

Gift to the Public Agency

- Agency must control use of the gift
- Gift must be used for official agency business
- Agency must report on Form 801

TICKETS OR PASSES

- Admission to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose
- Not a gift if provided:
 - For official's admission to an event at which he/she performs a ceremonial role or function on behalf of the agency; OR
 - By the official's agency when official treats the ticket or pass as income consistent with tax laws and the agency reports the ticket or pass as income to the official
 - Policy posted on agency's website within 30 days
 - Transmitted to FPPC, if no website

GIFT AND TRAVEL RESTRICTIONS

Gifts of Travel



Travel payments may be subject to gift limit restrictions and/or may be reportable

GIFT AND TRAVEL RESTRICTIONS

Travel Payment Exceptions

Reimbursement for travel for the following is not subject to the \$500 gift limit or reporting requirements:

- Speeches or participation on a panel for official agency business
- Reimbursement provided by the official's government agency (compliance with agency's own policy required)
- Travel paid for from campaign funds

GIFT AND TRAVEL RESTRICTIONS

Travel Payment Exceptions (cont'd)

Travel payments not subject to the gift limit, but which may be reportable:

- Reasonably necessary in connection with a business, trade, or profession
- Speech or participation on a panel inside U.S. related to govt'l purpose for elected officials and officials specified in Gov. Code § 87200
- Travel that is reasonably related to a legislative or governmental purpose, or to an issue of state, national or international policy AND is provided by a government, government agency, foreign government, public or private educational institution, or a 501(c)(3) non-profit or foreign equivalent

GIFT AND TRAVEL RESTRICTIONS

Honoraria Ban

- Elected officials, city managers, city attorneys, and city treasurers may not accept any payment for:
 - Giving a speech
 - Publishing an article, or
 - Attending a public or private conference, convention meeting, social event, meal, or similar gathering



GIFT AND TRAVEL RESTRICTIONS

Honoraria Exceptions

Not prohibited and not required to be disclosed on a Form 700, for example:

- Returned honorarium
- Honorarium donated to agency general fund
- Honorarium made directly to a bona fide non-profit organization
- Campaign contributions (but must be reported)

PROHIBITION AGAINST USE OF PUBLIC RESOURCES FOR PERSONAL OR POLITICAL PURPOSES

- Public officials and employees may not use public resources for private gain (whether financial or political)
- Government may not expend resources to promote a partisan position in an election campaign, but it may educate about ballot measures (informational only)
- State law permits minimal/incidental use of agency resources

MASS MAILING RESTRICTIONS

Mass mailings may not be sent at public expense

- A “mass mailing” is:
 - A tangible item sent or delivered
 - to 200 or more people within a calendar month
 - that “features” an elected officer by:
 - Including the photograph or signature, or
 - singling out the officer by the manner of display of name or office in the layout, such as by headlines, captions, type size, typeface, or type color
 - For which the costs of design, production and printing exceed \$50 and are paid with public moneys



MASS MAILING RESTRICTIONS

Exceptions to Mass Mailing Restrictions

- Letterhead
- Press releases
- Communications between government agencies
- Intra-agency communication
- Bills and legal notices
- Telephone directory, organizational chart or similar roster

ILLEGAL GIFTS OF PUBLIC FUNDS

Constitutional Prohibition

- Public agencies may not make gifts of public funds
- An expenditure is not a gift if it serves a public purpose, even if it benefits a private party
- Legislative body's determination of a public purpose is given great deference

GOVERNMENT TRANSPARENCY LAWS



GOVERNMENT TRANSPARENCY LAWS

- **Economic Disclosure Laws (Form 700)**
 - The people have a right to know public official's economic interests that may affect their official decisions.
- **Open Meetings Laws (The Ralph M. Brown Act)**
 - The people have a right to access information that enables them to monitor the functioning of government.
- **Public Records Laws (Public Records Act)**
 - The people have a right to be informed about the conduct of public business, and for legislative body deliberations and actions to be conducted openly (unless an exception applies).

GOVERNMENT TRANSPARENCY LAWS

Form 700

- Must be filed upon taking office, leaving office, and on an annual basis every year
- Require disclosure of personal financial interests
- Alert public officials to personal interests that might be affected
- Help inform the public about potential conflicts of interest

2018/2019
Statement of
Economic Interests



Form 700

A Public Document

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Helpful Resources

- Video Tutorials
- Reference Pamphlet
- Excel Version
- FAQs
- Gift and Travel Fact Sheet for State and Local Officials

California Fair Political Practices Commission
1102 Q Street, Suite 3000 • Sacramento, CA 95811
Email Advice: advice@fppc.ca.gov
Toll-free advice line: 1 (866) ASK-FPPC • 1 (866) 275-3772
Telephone: (916)322-5660 • Website: www.fppc.ca.gov

December 2018

GOVERNMENT TRANSPARENCY LAWS

The Ralph M. Brown Act



**“ALL MEETINGS
OF THE LEGISLATIVE BODY
OF THE LOCAL AGENCY
SHALL BE OPEN AND PUBLIC
AND ALL PERSONS SHALL BE PERMITTED TO
ATTEND ANY MEETING EXCEPT
AS OTHERWISE PROVIDED.”**
(Gov. Code § 54953)

GOVERNMENT TRANSPARENCY LAWS

Meeting Defined

“Any congregation of a majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate on any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains.”



GOVERNMENT TRANSPARENCY LAWS

Meeting Exceptions

- A “meeting” is NOT:
 - Individual contacts by members;
 - Attendance at a conference or open and public community meeting
 - Attendance at a social or ceremonial function, or
 - Observing an open meeting of that body’s standing committees

GOVERNMENT TRANSPARENCY LAWS EXCEPTION

- An ad hoc advisory committee consisting solely of less than a quorum of the legislative body is not subject to the Brown Act.
 - No continuing subject matter jurisdiction
 - Limited term
 - Compare standing committee, which has continuing subject matter jurisdiction or a meeting schedule fixed by charter, ordinance, resolution or other formal action

Serial Meetings

- A majority of the legislative body may not **discuss, deliberate, or take action** by direct communication, intermediaries, or technology
- Examples:
 - Daisy Chain – A calls B; B calls C; etc.
 - Email – “Reply all”
 - Hub and Spoke – Intermediaries (can be a person or a document)

Meeting - Location

- Accessible to persons with disabilities
- Inside the public agency's boundaries, unless:
 - No facility within boundaries
 - Complying with law or court order
 - Inspecting real or personal property
 - Multi-agency meeting in another jurisdiction
 - Meet with state or federal officials
 - Closed session with attorney on pending litigation
 - Video or teleconferencing

- 72 hours advance posting, including on website if the agency has one
- Time and location
- Description of each business item
- Alternative formats for persons with disabilities
- Public comment period
- No discussion of non-agendized items (brief responses to questions okay)

GOVERNMENT TRANSPARENCY LAWS

Meeting – Special Notice & Agenda

- Special Meetings
 - 24 hour posting/notice, and content same as regular agendas
 - No discussion of salaries for local agency executives
 - Public comment only on agenda items
 - No consideration of non-agendized matters
- Emergency
 - Imminent threat to public health or safety
 - 1 hour notice, but less if crippling disaster
 - Called by any member, content as necessary

GOVERNMENT TRANSPARENCY LAWS

Meeting - Closed Sessions

- Closed session meetings are confidential
- Certain actions taken in closed session must be publicly reported.



Permissible Closed session topics:

- Real estate negotiations
- Pending or threatened litigation
- Initiation of litigation
- Personnel
- Labor negotiations
- Public security

GOVERNMENT TRANSPARENCY LAWS

Meeting - Public Participation Rights

- Regular meetings must provide an opportunity for the public to speak regarding any matter within the body's jurisdiction.
 - Legislative body may briefly discuss these items and refer matters to staff, ***but cannot take action.***
- Public may address the legislative body on matters on the agenda before or during consideration of the item.



GOVERNMENT TRANSPARENCY LAWS

PENALTIES AND REMEDIES

- Civil Remedies
 - Injunctive relief
 - Invalidation of action
 - Demand to cure
 - Attorney's fees
- Council Penalties
 - Fine
 - Jail
 - Referral to grand jury and/or District Attorney

GOVERNMENT TRANSPARENCY LAWS - California Public Records Act (Gov. Code § 6250 *et seq.*)



Public Records Act

Balancing of competing interests:

Public's “fundamental and necessary right” to access information concerning the conduct of the “people’s business”

VS.

The “right of individuals to privacy”

Transparency



Privacy



The Public Records Act makes all non-exempt, state and local government agency records (including reasonably segregable, non-exempt portions of otherwise exempt records) in any form or medium subject to public inspection

What is a Public Record?

“...any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.”
(Gov. Code § 6252(e))

What Is A Public Record? (cont'd)

“...any writing...”

Includes any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Gov. Code § 6252(f).)

“...information relating to the conduct of the public’s business...”

The mere custody of a writing by a public agency does not make it a “public record” under the Act. But if a record is kept by an officer because it is necessary or convenient to the discharge of official duties, it is a “public record.”

GOVERNMENT TRANSPARENCY LAWS

Public Records Exempt from Disclosure

- Preliminary drafts, draft notes or draft interagency and intra-agency memoranda
- Pending litigation
- Personnel records
- Medical, dental and other insurance records
- Closed session minutes and legal memoranda and other materials distributed in a closed session
- Records protected by the attorney-client privilege



Duty to Assist

- **Assist** the requester to identify records and information that are responsive to the request or to the purpose of the request, if stated
- **Describe** the information technology and physical location in which the records exist
- **Provide** suggestions for overcoming any practical basis for denying access to the records or information sought

Other Resources

- Confer with legal counsel
- FPPC Website: Economic Disclosure Fact Sheet.
www.fppc.ca.gov
- The Brown Act: Open Meetings for Legislative Bodies (2003)
- Open & Public IV: A User's Guide to the Ralph M. Brown Act
- The People's Business, LOCC (2008, update 2011)

FAIR PROCESS REQUIREMENTS



FAIR PROCESS REQUIREMENTS

Fair Processes

The Constitution, state law, and the common law all have a role in ensuring that public agencies operate fairly and avoid arbitrary decisions. The laws include:

- Common law bias prohibitions
- Due process requirements
- Incompatible offices
- Incompatible activities
- Disqualification from participating in decisions affecting family members
- Competitive bidding requirements

FAIR PROCESS REQUIREMENTS

Common Law Prohibition Against Bias

- A public officer must exercise the powers conferred on him or her with **disinterested skill, zeal and diligence, and primarily for the benefit of the public**
- No pre-determined, unchangeable positions for or against a particular party or individual

FAIR PROCESS REQUIREMENTS

Due Process Clause of 14th Amendment

- In quasi-judicial proceedings, officials should:
 - Act in a fair and impartial manner;
 - Apply legal standards to facts; and
 - Provide an opportunity to be heard and to rebut evidence



FAIR PROCESS REQUIREMENTS

Incompatible Offices

- Now codified at Government Code § 1099
- ***Elements***
 - A person may not hold two public offices simultaneously
 - If the potential for conflict or overlap in the functions or responsibilities in the office exist
- Forfeiture of first office
- Common law rule often overridden by statute



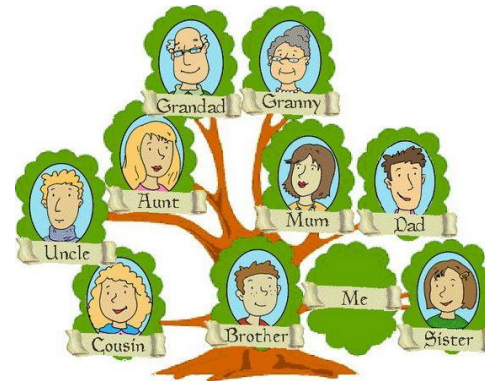
INCOMPATIBLE ACTIVITIES

- Elements (Gov. Code § 1126):
 - Agency officers and employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties
- Only applies if the local agency has adopted a statement of incompatible activities

Fair Processes Requirements

Anti-Nepotism Laws and Policies

- Disqualification from participating in decisions affecting family members (anti-nepotism laws)
 - Political Reform Act requires recusal when decisions have a material impact on one's spouse or dependent children.
 - Common law bias will require recusal in many cases.
- Jurisdiction's own policies often limit participation in matter affecting family members



FAIR PROCESS REQUIREMENTS

Competitive Bidding Requirements

- Public works projects must be awarded to lowest responsible bidder.
 - Generally applies to construction projects
- Purpose
 - Not to protect bidders
 - Guards against favoritism, fraud, and corruption
 - Prevents waste of public funds
 - Seeks to obtain best economic result for the public



FAIR PROCESS REQUIREMENTS

Definition of Public Project

“Public project”:

- A project for the erection, improvement, painting, or repair of public buildings and works
- Work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow
- Street or sewer work except maintenance or repair.
Furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers

Contact Us With Questions

Adam U. Lindgren, City Attorney

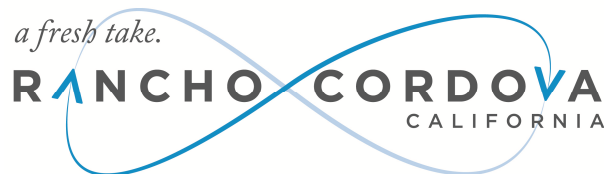
adam@meyersnave.com

510.368.1000

Frank A. Splendorio, Attorney

fsplendorio@meyersnave.com

925-457-5223



CITY COUNCIL MEETING

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Tuesday, January 22, 2019

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor McGarvey called the regular meeting to order in the David B. Roberts Council Chambers at 5:37 PM.

Council Members Present: Budge, Gatewood, Sander, Terry, McGarvey.

Council Members Absent: None.

Staff Members Present: Abhar, Delaney, Erickson, Goulart, Harriman, Haven, Hatzenbueler, Huber, Kniestedt, Leitner, Leonardich, Medina, Pisarenko, Prosser, Schelldorf, Simpson, Sparkman, Splendorio, Stricker, Verdun and Weber.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Curt Haven, Economic Development Director for the City of Rancho Cordova, led the pledge.

4. INVOCATION

Walt Little with Sacramento County Law Enforcement Chaplaincy gave the invocation.

5. PRESENTATIONS

- 5.1 Community Enhancement Fund Grant Check Presentations to 1) Sacramento City Unified School District (Black Box Theatre at George Washington Carver); 2)

Sacramento City Unified School District (A.M. Winn Play Garden); 3) Cordova Recreation and Park District (Neil Orchard Sr. Center Ceramics Improvements); 4) Campus Life Connection (Point Break and Climbing Academy); 5) Police Activities League (PAL Van); and, 6) Cordova Community Council (Support of Youth Sports).

- 5.2 Presentation of Honorary Membership to City Council by Rotary Club of Rancho Cordova.
- 5.3 Introduction of Natasha Erickson, Public Works Administrative Assistant I by Steve Harriman, Public Works Division Manager.
- 5.4 Proclamation Honoring Jill Stockinger on her Retirement from the Sacramento Public Library.
- 5.5 Proclamation Honoring Economic Development Director, Curt Haven, on his Retirement.

6. PUBLIC COMMENT

Mayor McGarvey opened the public comment period. The following individuals addressed the Council:

- Larry Ladd
- Derald Langwell
- Anil

Mayor McGarvey closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

Council Member Budge left the meeting at 6:33 PM.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 9.1 through 9.7 by Terry second by Gatewood; Motion passed with a 5:0 roll call vote.

- 9.1 **Subject:** Meeting Minutes from the December 17, 2018, December 19, 2018 and January 8, 2019 Special and Regular City Council Meetings.
Recommendation: Adopt the Minutes.

- 9.2 **Subject:** An Ordinance Establishing a Special Tax Zone No. 23 for Transit-Related Services for Gold Valley Center Project.
Recommendation: Waive the second reading and adopt the Ordinance.
Result of Recommended Action: Adoption of the Ordinance will assist the City in meeting the costs of providing transit-related services by creating a Special Tax Area

Zone No. 23 and establishing a Special Tax for transit-related services for the Gold Valley Center project.

Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goal: 5.

- 9.3 **Subject:** An Ordinance of the City of Rancho Cordova Rescinding Ordinances No. 28-2004, 29-2004, 30-2004, 32-2004, 33-2004, 40-2004, 25-2006, 26-2006, 27-2006, 28-2006, 31-2006, 32-2006 and 38-2006 Removing Various Development Projects in Rancho Cordova From the Special Police Tax Area as a Result of Different Financing Mechanisms Being Established to Fund the Required Special Tax for Police Protection for These Projects.

Recommendation: Waive the second reading and adopt the Ordinance.

Result of Recommended Action: Adoption of this Ordinance will rescind Ordinance 28-2004, 29-2004, 30-2004, 32-2004 and 33-2004 establishing a special tax for police protection within Sunridge Park (Zones 10, 11, 12, 13 & 14); Ordinance 40-2004 establishing a special tax for police protection within Sunridge North Douglas (Zone 9); Ordinance 25-2006, 26-2006, 27-2006 and 28-2006 establishing a special tax for police protection within Sunridge Park, Phase II (Zones 33, 34, 35 & 36); Ordinance 31-2006 establishing a special tax for police protection within Cresleigh, Lot J (Zone 32); Ordinance 32-2006 establishing a special tax for police protection within Douglas 98 (Zone 28) and Ordinance 38-2006 establishing a special tax for police protection within Grantline 208 (Zone 37).

Staff Report: Michelle Mingay, Senior Finance Analyst.

Advances Goal: 5.

- 9.4 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 62-2018-1 to Increase the Contract Amount From \$215,367 to a Not to Exceed Amount of \$485,767 With Bennett Engineering Services for Design, Environmental and Right-Of-Way Services for the Sunrise Boulevard Rehabilitation Project, CP18-2187.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 62-2018-1 with Bennett Engineering Services to increase the contract amount from \$215,367 to a not-to-exceed amount of \$485,767 for design, environmental and right-of-way services for the Sunrise Boulevard Rehabilitation Project, CP18-2187.

Staff Report: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer.

Advances Goals: 1, 2 and 5.

- 9.5 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment 140-2016-1 With Psomas to Increase the Contract Amount From \$233,725 to a Not-To-Exceed Amount of \$269,848 and Extend the Contract Term to October 31, 2019 for Additional Engineering Design Services for the Rod Beaudry–Routier Bikeway Project (CP16-2169).

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of this Resolution would authorize the City Manager to execute a contract amendment with Psomas Engineering to increase the contract amount from \$233,725 to a not-to-exceed amount of \$269,848 and extend the contract term to October 31, 2019 for additional engineering design services for the Rod Beaudry-Routier Bikeway Project, (CP16-2169).

Staff Report: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer.

Advances Goals: 1, 2 and 5.

- 9.6 **Subject:** A Resolution Declaring the Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the Sunridge Village Project in the City of Rancho Cordova.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on the Sunridge Village Project.

Result of Recommended Action: Adoption of the Resolution will declare the results of the ballot tabulation in connection with the imposition of the annual Stormwater Utility Fee on the Sunridge Village Project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Sunridge Village Project pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility Fee shall not be imposed for the project.

Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goal: 5.

- 9.7 **Subject:** A Resolution Appointing a City Representative to Fill a Vacant Position on the Governing Board of the Sacramento Central Groundwater Authority.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of this Resolution will appoint designated City staff to fill a vacant position on the Sacramento Central Groundwater Authority (SCGA) Governing Board.

Staff Report: Albert Stricker, Public Works Director and Dalia Fadl, Senior Civil Engineer.

Advances Goals: 1 and 2.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of the Annual Stormwater Utility Fee for the Gold Valley Center Project.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Gold Valley Center project. The action also sets 1:30 p.m. on February 13, 2019 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goal: 5.

Mayor McGarvey opened the public hearing. Seeing no speakers; Mayor McGarvey closed the public hearing.

ACTION: Motion to approve item 10.1 by Terry second by Sander; Motion passed with a 5:0 roll call vote.

11. PUBLIC HEARING ITEMS

- 11.1 **Subject:** Introduction and First Reading of an Ordinance Amending Sections of the Rancho Cordova Municipal Code Related to Title 4 Business Regulations, Title 6 Health and Sanitation and Title 23 Zoning Code and Discussion and Direction on Future Code Amendments.

Recommendation: Introduce and waive first reading of the Ordinance and receive a report and direct staff on potential future code amendments.

Result of Recommended Action: The Ordinance would come back for a second reading and adoption at the next regular City Council meeting. Approval of the Ordinance would amend Title 4 (Business Regulations), Chapter 4.29 (Bingo Suppliers), Title 6 (Health and Sanitation), Chapter 6.68 (Noise Control) and Title 23 (Zoning Code), Article 3 (Zoning District, Allowable Uses, and General Development Standards), Article 7 (Site Planning and Development Standards), Article 9 (Specific Use Provisions) and Article 11 (Definitions) of the Rancho Cordova Municipal Code. No formal action is requested of Council at this time on the discussion of future code amendments.

Staff Report: Darcy Goulart, Planning Manager.

Advances Goals: 1, 2, 5 and 6.

Mayor McGarvey opened the public hearing. The following individuals addressed the Council:

1. Diann Rogers

Mayor McGarvey closed the public hearing.

ACTION: Motion to approve item 11.1 by Terry second by Gatewood; Motion passed with a 5:0 roll call vote. Council provided direction on future code amendments regarding Solar Canopies and Cigar Lounge Permits. Council directed staff to possibly explore a use permit process for a potential code amendment related to Cigar Lounge Permits. Council also directed staff to explore successful solar panel models.

12. REGULAR CALENDAR ITEMS

- 12.1 **Subject:** Enforceable Covenants, Conditions and Restrictions for the Douglas 98 Project.

Recommendation: Receive information.

Result of Recommended Action: This is an informational item with no action required.

Staff Report: Elizabeth Sparkman, Community Development Director.

Advances Goals: 1, 2 and 3.

ACTION: Informational item only.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council asked that Home Owners Association (HOA) requirements be added to a future workshop agenda.

14. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 8:10 PM.



Stacy Leitner, City Clerk



CITY COUNCIL MEETING

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Tuesday, January 29, 2019

**1:00 PM – Special Meeting
American River Community Room North**

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the Special Meeting to order in the American River Room North at 1:06 PM.

Council Members Present: Gatewood, McGarvey, Terry, Sander, Budge.

Council Members Absent: None.

Staff Members Present: Abhar, Behrends, Carr, Delaney, Downton, Fadl, Haven, Heisler, Goulart, Juran, Kniestedt, Leitner, Leonardich, Lewis, Lindgren, Medina, Mingay, Norton, Pittman, Roach, Schelldorf, Simpson, Siren, Somavarapu, Sparkman, Stricker, Ulm, Weber, Whitman.

2. PUBLIC COMMENT

No public comment was provided.

3. SPECIAL MEETING ITEM

ACTION: Public comments and input were received with the assistance of a facilitator and staff. This item will come back at a future meeting.

- 3.1 **Subject:** Discussion and Direction for the Preparation of the Fiscal Year 2019-2021 Budget.

4. CLOSED SESSION – CALL TO ORDER/ROLL CALL

Mayor McGarvey called the closed session to order in the Community Board Room at 6:00 PM.

5. CLOSED SESSION

Council will go into Closed Session in the Community Board Room to discuss the following item(s):

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 of the Government Code: (1 case).

6. OPEN SESSION – REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that Council Members received information from legal counsel and took no reportable action.

7. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 6:30 PM.



Stacy Leitner, City Clerk
3088665.1

MEMORANDUM

DATE: February 4, 2019

TO: Honorable Mayor and Council Members

FROM: Darcy Goulart, Planning Manager

SUBJECT: **AN ORDINANCE AMENDING SECTIONS OF THE RANCHO CORDOVA MUNICIPAL CODE RELATED TO TITLE 4, BUSINESS REGULATIONS, TITLE 6 HEALTH AND SANITATION AND TITLE 23 ZONING CODE**



RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Approval of the Ordinance would amend Title 4 (Business Regulations), Chapter 4.29 Bingo Suppliers, Title 6 (Health and Sanitation), Chapter 6.68 Noise Control and Title 23 (Zoning Code), Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 7 Site Planning and Development Standards, Article 9 Specific Use Provisions and Article 11 Definitions of the Rancho Cordova Municipal Code.

BACKGROUND

On January 22, 2019 the City Council waived the reading and introduced an Ordinance, amending Title 4 (Business Regulations), Chapter 4.29 Bingo Suppliers, Title 6 (Health and Sanitation), Chapter 6.68 Noise Control and Title 23 (Zoning Code), Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 7 Site Planning and Development Standards, Article 9 Specific Use Provisions and Article 11 Definitions of the Rancho Cordova Municipal Code.

ATTACHMENTS

1. Ordinance
2. Exhibit A to the Ordinance

ATTACHMENT 1**CITY OF RANCHO CORDOVA****ORDINANCE NO. XX-2019**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING TITLE 4 (BUSINESS REGULATIONS), CHAPTER 4.29 BINGO SUPPLIERS, TITLE 6 (HEALTH AND SANITATION), CHAPTER 6.68 NOISE CONTROL; AND TITLE 23 (ZONING CODE), ARTICLE 3 ZONING DISTRICT, ALLOWABLE USES, AND GENERAL DEVELOPMENT STANDARDS, ARTICLE 7 SITE PLANNING AND DEVELOPMENT STANDARDS, ARTICLE 9 SPECIAL USE PROVISIONS, AND ARTICLE 11 DEFINITIONS OF THE RANCHO CORDOVA MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Declarations.

WHEREAS, the City conducts periodic updates of the provisions of the Municipal Code to ensure compliance with current laws, changes in local policy, consistency with adopted plans and programs, clarify ambiguities, address changing market conditions, reflect best practices, and to address issues or concerns with current regulations; and

WHEREAS, certain amendments to the Title 4 (Business Regulations), Chapter 4.29 Bingo Suppliers are necessary to delete a reference to Chapter 4.28 which has been repealed; and

WHEREAS, certain amendments to the Title 6 (Health and Sanitation), Chapter 6.68 Noise Control are necessary to delete a permit process that was included in Sacramento County Codes that the City no longer uses; and

WHEREAS, certain amendments to the Title 23 (Zoning), Articles 3, 7, 9 and 11 are necessary to reflect best management practices and eliminate ambiguities in the code; and

WHEREAS, on January 22, 2019 the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. The City Council hereby finds:

A. **CEQA Compliance.** CEQA requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, § 15378.) The proposed project includes discretionary amendments to the City's Municipal Code and is a project under CEQA; but it is exempt from CEQA review as set forth below.

CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." The approval of the code amendments set forth in the proposed ordinance does not approve any physical development project, and it would not result in a direct or indirect physical changes in the environment. The proposed changes to Title

ATTACHMENT 1

4 Business Regulations, Title 6, Health and Sanitation and Title 23, Zoning are to clean up inconsistencies, delete reference to old County Code sections, and clarify when specific uses are permitted or require additional discretionary review. The proposed amendments are consistent with the City's General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

B. The proposed amendment is consistent with the General Plan. The attached Municipal Code Amendments ("Amendment") are consistent with the General Plan. The amendments would clean up inconsistencies, delete reference to old County Code sections, and clarify when specific uses are permitted or require additional discretionary review. The amendments would not have any conflicts with existing General Plan goals and policies.

C. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The attached amendment is focused on reflecting best practices and new market conditions while ensuring land use compatibility. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City as they implement state law, reflect best practices, streamline procedures, clear up ambiguities, and incorporate select new uses in a manner to ensure land use compatibility.

D. The proposed amendments are internally consistent with other applicable provisions of this zoning code. The Amendments have been reviewed for consistency with the entirety of the Municipal Code and is consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 4 Business Regulations

The City Council hereby adopts the amendments to Chapter 4.29 Bing Suppliers of Title 4 of the Rancho Cordova Municipal Code (Business Regulations), as shown and incorporated in **Exhibit A** to this ordinance.

Section 4. Amendments to Title 6 Health and Sanitation

The City Council hereby adopts the amendments to Chapter 6.68 Noise Control of Title 6 of the Rancho Cordova Municipal Code (Health and Sanitation), as shown and incorporated in **Exhibit A** to this ordinance.

Section 5. Amendments to Title 23 Zoning

The City Council hereby adopts the amendments to Article 3, Article 7, Article 9, and Article 11 of Title 23 of the Rancho Cordova Municipal Code (Zoning), as shown and incorporated in **Exhibit A** to this ordinance.

Section 6. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby

ATTACHMENT 1

declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 7. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of February, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert McGarvey, Mayor

ATTEST:

Stacy Leitner, City Clerk

Rancho Cordova

Municipal Code Amendments

ATTACHMENT 2
Exhibit A to the Ordinance

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (***)

Title 4 Business Regulations

Chapter 4.29

Bingo Suppliers

ATTACHMENT 2
Exhibit A to the Ordinance

Chapter 4.29

BINGO SUPPLIERS

4.29.030 Issuance.

The chief of police shall issue a special business license unless:

C. The applicant has a current license under Chapter 4.26 RCMC; or

ATTACHMENT 2
Exhibit A to the Ordinance

Title 6 Health and Sanitation
Chapter 6.68
Noise Control

ATTACHMENT 2

Exhibit A to the Ordinance

Chapter 6.68

NOISE CONTROL

Sections:

- 6.68.010 Findings.
- 6.68.020 Declaration of policy.
- 6.68.030 Liberal construction.
- 6.68.040 Severability.
- 6.68.050 Definitions.
- 6.68.060 Sound level measurement generally.
- 6.68.070 Exterior noise standards.
- 6.68.080 Interior noise standards.
- 6.68.090 Exemptions.
- 6.68.110 Schools, hospitals and churches.
- 6.68.120 Machinery, equipment, fans and air conditioning.
- 6.68.130 Off-road vehicles.
- 6.68.140 Waste disposal vehicles.
- 6.68.145 Audio devices on publicly owned property.
- 6.68.150 General noise regulations.
- 6.68.160 Administration.
- 6.68.170 Noise control program – Recommendations.
- 6.68.180 Rules and standards.
- 6.68.190 Violation.
- 6.68.200 Other remedies

6.68.190 Violation.

Upon the receipt of a complaint from any person, the Rancho Cordova chief of police, the city health officer, or their duly authorized representatives may investigate and assess whether the alleged noise levels exceed the noise standards set forth in this chapter. If such officers have reason to believe that any provision(s) of this chapter has been violated, they may cause written notice to be served upon the alleged violator. Such notice shall specify the provision(s) of this chapter alleged to have been violated and the facts alleged to constitute a violation, including dBA readings noted and the time and place of their detection, and may include an order that corrective action be taken within a specified time. If corrective action is not taken within such specified time or any extension thereof approved by the city health officer, upon conviction the violation shall constitute an infraction. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 576 § 6, 1983; SCC 254 § 1 (part), 1976].

6.68.200 Other remedies.

A. Provisions of this chapter are to be construed as an added remedy of abatement of the public nuisance declared and not in conflict or derogation of any other action, proceedings or remedies provided by law.

B. Any violation of the provisions of this chapter shall be and the same is declared to be unlawful and a public nuisance, and the duly constituted authorities of the city shall, upon order of the city council, immediately commence actions or proceedings for the abatement or injunction thereof in the manner

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provided by law and shall take such steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate such nuisance. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 254 § 1 (part), 1976].

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Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Article 3 Zoning District, Allowable Uses, and General Development Standards

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Chapter 23.310

RESIDENTIAL ZONING DISTRICTS

Table 23.313-1: Allowed Use and Permit Requirements for Residential Zoning Districts

Land Use Category	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10	RD-15	RD-20	RD-25	RD-30	MDR	HDR	RMH	Specific Use Regulations
Recreation, Education, and Public Assembly Uses																		
Cemeteries, Mausoleums	C	C	C	C	C	C	N	N	N	N	N	N	N	N	N	N	N	
Clubs, Lodges, and Private Meeting Halls	C	C	C	C	C	C	C	C	C	C	C	C	C	C	N	C	C	
Community Centers/Civic Uses	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Golf Courses/Clubhouse	C	C	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	
Indoor Fitness and Sports Facility	N	N	N	N	N	N	N	N	N	N	N	P ⁷	P ⁷	P ⁷	P ⁷	P ⁷	P ⁷	
Libraries and Museums	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	
Outdoor Commercial Recreation	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Parks and Public Plazas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreational Vehicle Parks	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	
Religious Institutions	C	C	C	C	C	C	C	C	C	C	C	N	N	N	C	N	C	
Resource Protection and Restoration	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Resource-Related Recreation	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Schools, Private and Special/Studios ¹⁷	C	C	C	C	C	C	C	C	C	C	C	N	N	N	N	N	C	
Schools, Public ¹⁷	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

Notes:

17. Dormitories are permitted as an accessory use to a public or private school, subject to approval of a Conditional Use Permit.

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Chapter 23.313

MIXED-USE ZONING DISTRICTS

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Recreation, Education, and Public Assembly Uses									
Clubs, Lodges, and Private Meeting Halls	P	P	P	P	AUP	P	P	P	
Community Centers/Civic Uses	P	P	P	P	AUP	P	P	P	
Indoor Amusement/Entertainment Facility	AUP	P	P	P	AUP	AUP	P	P	
Indoor Fitness and Sports Facility	AUP	P	P	P	AUP	AUP	P	P	
Libraries and Museums	P	P	P	P	P	P	P	P	
Outdoor Commercial Recreation	N	C	N	N	P	C	C	C	
Parks and Public Plazas	P	P	P	P	C	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	
Religious Institutions	P	P	P	P	P	P	P	P	
Schools, Private and Special/Studios ³¹	P	P	P	P	C	P	P	P	
Schools, Public ³¹	P	P	P	P	P	P	P	P	
Theaters and Auditoriums	C	P	P	P	N	AUP	P	P	

Industrial, Manufacturing, and Processing Uses									
Agricultural Products Processing	N	N	N	N	C	N	N	N	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	P	P	P	P	
Brewery, Winery, Distillery	N	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	
Manufacturing, Major	N	N	N	N	C ¹⁴	N	N	N	
Manufacturing, Minor	N	N	N	P	P	N	N	N	
Manufacturing, Small Scale	N	P	P	P	P	P	N	N	
Printing and Publishing	N	C	C	P	P	N	N	N	
Recycling Facility, Processing	N	N	N	N	C	N	N	N	
Recycling Facility, Scrap and Dismantling Facility	N	N	N	N	C	N	N	N	

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Research and Development	N	N	P	P	P	N	N	N	
Storage, Personal Storage Facility	N	N	N	C ²⁷	P ²⁷	N	N	N	Chapter 23.915 RCMC
Storage, Warehouse	N	N	N	P	P	N	N	N	
Storage, Yards	N	N	N	P ¹⁴	P ¹⁴	N	N	N	Chapter 23.728 RCMC
Wholesaling and Distribution	N	N	N	P ¹⁴	P ¹⁴	N	N	N	

Notes:

31. Dormitories are permitted as an accessory use to a public or private school, subject to approval of a Conditional Use Permit.

[Ord. 17-2018 § 4 (Exh. A); Ord. 15-2018 § 4 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 1-2016 § 4; Ord. 15-2015 §§ 2, 3; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

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Chapter 23.313

MIXED-USE ZONING DISTRICTS

**Table 23.316-1: Allowed Use and Permit Requirements for
General Commercial and Industrial Zoning Districts**

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Industrial, Manufacturing, and Processing Uses				
Agricultural Products Processing	N	C	P	
Artisanal and Specialty Manufacture, Display and Sales	P	AUP	AUP	
Brewery, Winery, Distillery	N	P ¹⁵	P ¹⁵	
Junk Tire Facility	N	N	P	RCMC 23.916.020
Manufacturing, Major	N	AUP ²	P	
Manufacturing, Minor	N	P ²	P	
Manufacturing, Small Scale	P	P ²	P	
Printing and Publishing	N	P	P	
Recycling Facility, Processing	N	AUP	P	
Recycling Facility, Scrap and Dismantling Facility	N	N	C	
Research and Development	N	P	P	
Storage, Personal Storage Facility	N	P ^{2, 13}	P ¹³	Chapter 23.915 RCMC
Storage, Warehouse	AUP	P ²	P	
Storage, Yards	N	N	P ²	Chapter 23.728 RCMC
Wholesaling and Distribution	P	P ²	P	

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Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Article 7 Site Planning and Development Standards

ATTACHMENT 2

Exhibit A to the Ordinance

Chapter 23.719

PARKING AND LOADING

Table 23.719-1: Required Minimum Vehicle Ratios

Land Use Category	Vehicle Parking Spaces
Residential Uses	
Adult Day Care Home	None beyond single-family
Caretaker Housing	1/bedroom
Dwelling, Multifamily	
Studio and one-bedroom units	1.5/unit
Two- and three-bedroom units	2/unit
Four- or more bedroom units	2/unit
+ Guest parking	0.6/unit
Accessory Dwelling Unit ¹	1/unit
Junior Accessory Dwelling Unit	No minimum
Dwelling, Single-Family ^{1,2}	2/unit
Dwelling, Two-Family ^{1,2}	2/unit
Family Day Care Home, Large	1 additional
Family Day Care Home, Small	No minimum
Dormitories	1 space/3 occupants
Group Residential	None beyond single-family
Guest House	0 additional
Home Occupations ³	1 additional
Live-Work Facility	2/unit (plus 0.25/unit for guests)
Manufactured Home	2/unit
Mobile Home	2/unit
Mobile Home Park	2/unit
Residential Care Home	1 space per employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Senior Independent Living Facility	0.5/unit (plus 0.1 per unit for guests)

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Chapter 23.728

OUTDOOR DISPLAY, SALES, AND STORAGE

23.728.020 Permit requirements and exemptions.

The following outdoor activities shall be subject to the permit requirements listed herein:

B. Permanent Outdoor Storage. Permanent outdoor storage is permitted as an incidental use to a principal use in all zoning designations, except for agricultural and residential zoning districts. If not part of the original development permit for the principal use, permanent outdoor storage may be permitted subject to a zoning certification, when consistent with the development standards of this chapter. A storage yard as a primary use may be permitted subject to a minor design review, when consistent with the development standards of this chapter.

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Chapter 23.734

ACCESSORY STRUCTURES

23.734.030 Permit requirements and exceptions.

Except as otherwise exempt below, the majority of accessory structures governed by this chapter shall go through a simple plan check (zoning certification) at the time a building permit is issued to ensure compliance with applicable regulations. The following structures shall be exempt from the requirements of this chapter as specified below and are subject to compliance with all other provisions of this title:

A. Enclosed and/or solid-roofed accessory structures that are smaller than 120 square feet in size with no portion of the structure equal to or greater than eight feet in height. Structures shall not be located in a required front yard. Accessory structures shall be set back a minimum of three feet from side and rear property lines with a minimum six-foot separation between structures.

B. Landscape features and play equipment that are smaller than 120 square feet in size with no portion of the structure equal to or greater than eight feet in height. Landscape features that exceed 120 square feet in size and greater than eight feet in height shall meet the accessory structure standards and setbacks. Landscape features shall be set back a minimum of three feet from all interior property lines with a minimum six-foot separation between structures.

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Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Article 9 Specific Use Provisions

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Chapter 23.922

TEMPORARY USES

23.922.030 Temporary use regulations.

B. Allowed Temporary Uses and Related Standards. The following temporary uses may only be established after first obtaining a valid temporary use permit as described in RCMC 23.922.020 (Permit required). Uses that do not fall within the categories defined below shall comply with the use and development regulations and planning permit requirements that otherwise apply to the property:

1. Construction office. A temporary construction office, used during the construction of a main building or buildings on the same site.
2. Construction yards – off-site. Site contractors' construction yards, in conjunction with an approved construction project.
3. A mobile home for temporary caretaker quarters during the construction of a subdivision, multifamily, or nonresidential project, while a valid building permit is in force.
4. Temporary real estate offices, including sales trailers and related facilities, may be established within the area of an approved residential subdivision project, solely for the first sale of homes. In addition, conditions of approval regulating the hours of operation, landscaping, or other aspects as deemed necessary may be imposed as part of the temporary use permit.
5. Outdoor storage, displays, and sales (e.g., sidewalk sales). Outdoor storage, sales, and display of goods, including promotional sales, may be conducted as part of an otherwise lawfully permitted or allowed permanent use. The temporary activity must be related to the on-site use and provided all activities shall be conducted within the buildable portion of the lot. The temporary activity is limited to a maximum of 30 consecutive days. A total maximum of four 30-day periods are permitted per year. Storage, sales, and display may not occupy more than 10 percent of the parking area and shall not substantially alter the existing circulation pattern of the site. Temporary storage, sales, and displays shall not obstruct any existing handicapped-accessible parking space.
6. Seasonal sales lots. Temporary seasonal sales activities (e.g., Christmas trees, pumpkin sales, and other similar outdoor sales) may be permitted in any commercial or industrial zoning district, or on any religious facility or school site that abuts a collector or arterial roadway as designated in the General Plan. Seasonal sales (e.g., Christmas tree sales, pumpkin sales) may be permitted in any nonresidential zoning district upon issuance of a temporary use permit. Only one permit per property is permitted within a one-year time period and the term of permit shall not exceed 60 days.
7. Temporary dwellings, including mobile homes, when a primary dwelling is being constructed or remodeled may be permitted, provided a valid building permit has been issued. The temporary dwelling shall be limited to a maximum of one year.
8. Temporary signs. Banners and other signage displays are permitted for a period not to exceed 60 days. No more than two temporary use permits for temporary signs shall be issued for the same property per calendar year. Inflatable signs are prohibited. See RCMC 23.743.070 (Allowed temporary on-site sign standards, for standards); and additional limitations.

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9. Temporary structures (e.g., tents). A Sacramento metro fire permit is required as part of application.

10. Grand opening event/special day or weekend event (e.g., auction, craft fair, carnival, parking lot sale). The temporary activity is limited to a maximum of 30 consecutive days. A total maximum of four 30-day periods are permitted per year. The use must be located on mixed-use, automotive, and industrial zoned land. Flea markets are not permitted.

11. Farmers' markets may be permitted, provided such markets qualify as certified farmers markets and all producers/vendors qualify as certified producers under the California Department of Food and Agriculture. The market must be located within the buildable portion of the lot on which it is to be located. The temporary use permit may impose conditions establishing the length of the permit, days and hours of operation, and other development factors as deemed appropriate.

12. When a temporary use is not specifically listed in this section, the director shall determine whether the proposed use is similar in nature to listed use(s) and shall establish the term and make necessary findings and conditions for the particular use. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.8.030)].

ATTACHMENT 2
Exhibit A to the Ordinance

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Article 11 Definitions

ATTACHMENT 2

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Chapter 23.1104

GENERAL DEFINITIONS

23.1104.040 Land use definitions.

“Group residential” means shared living quarters without separate kitchen and/or bathroom facilities for each room or unit. This classification includes residential hotels, fraternities, sororities, convents, rectories, and private residential clubs but does not include living quarters shared exclusively by a family. This category includes boarding houses, which are defined as a building other than a hotel or restaurant where meals or lodging or both meals and lodging are provided for compensation for four or more persons.

“Schools, private and special/studio” includes private educational institutions (e.g., boarding schools, business, secretarial and vocational schools, colleges and universities, establishments providing for courses by mail or online), and special schools/studios (e.g., art, ballet and other dance, computers and electronics, drama, driver education, language, music, photography). This also includes dormitories as an accessory use to a private school. Also includes facilities, institutions, and conference centers that offer specialized programs in personal growth and development (e.g., fitness training studios, gymnastics instruction, and aerobics and gymnastics studios, environmental awareness, arts, communications, management). Also see “Indoor fitness and sports facilities.”

“Schools, public” means public educational institutions such as community colleges, universities, elementary schools, middle/junior high schools, high schools, and military academies. This also includes dormitories as an accessory use to a public school.

MEMORANDUM

DATE: February 4, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 01-2019 IN THE AMOUNT OF \$503,450 WITH WOOD RODGERS, INC. FOR ENGINEERING DESIGN AND RIGHT OF WAY ACQUISITION SUPPORT SERVICES FOR THE WHITE ROCK ROAD SAFETY AND BEAUTIFICATION PROJECT, CP07-2055**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute an engineering services contract with Wood Rodgers, Inc. in the amount of \$503,450 for engineering design and right of way support services for the White Rock Road Safety and Beautification Project (CP07-2055).

BACKGROUND

White Rock Road from Fitzgerald Road to the City Limits is currently an undivided two lane road with narrow shoulders, no bicycle facilities, and poor pavement condition with vertical & horizontal alignment challenges (See Project Site Map). At full build-out, the White Rock Road Safety and Beautification Project will include six lanes with class II bicycle lanes, sidewalks, and landscaped median and frontage. The project will increase safety and beauty of the corridor, promote economic development by improving access between 65,000 jobs in Rancho Cordova and surrounding regions, and provide an alternate route to US 50 that relieves regional congestion.

The proposed design contract 01-2019, which is the subject of this report, will complete full design of the ultimate project. Since the estimated construction cost of the complete six lane project exceeds \$31 million, future construction projects will necessarily be phased based on available funding. To date, the City has received environmental approvals, successfully secured \$5.5 million in state and federal grants and is aggressively pursuing additional funding.

Wood Rodgers, Inc. performed preliminary engineering on the project and therefore has been selected to complete the final design which will maximize efficiency and minimize re-work. The preliminary schedule includes finalizing the design and identifying the first phase of work based on available funding by the end of 2019. The first phase of construction is tentatively scheduled for spring 2020.

FISCAL IMPACT

Funding for White Rock Road consists of \$2,000,000 in SACOG Regional Grant, \$2,800,000 State Grant, \$700,000 Federal Grant and Local Funds for the delivery of this phase of the project.

This project is included in the City's current approved Capital Improvement Plan and in the 2018/19 budget.

ATTACHMENTS

1. Resolution
2. Contract No. 01-2019
3. Site Map

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 01-2019 IN THE AMOUNT OF \$503,450 WITH WOOD RODGERS, INC. FOR ENGINEERING DESIGN & RIGHT OF WAY ACQUISITION SUPPORT SERVICES FOR THE WHITE ROCK ROAD SAFETY AND BEAUTIFICATION PROJECT, CP07-2055

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 01-2019 with Wood Rodgers, Inc. in the amount of \$503,450 for engineering design and right of way acquisition support services for the White Rock Road Safety and Beautification Project generally from Fitzgerald Road to the eastern city limits, CP07-2055; and

WHEREAS, the Public Works Department employs the assistance of qualified consultants for engineering design services in order to provide flexibility to adapt to variable Capital Improvement Program demands; and

WHEREAS, Wood Rodgers, Inc. has performed the preliminary engineering design for the White Rock Road Widening Project; and

WHEREAS, funding for White Rock Road consists of a \$2,000,000 Sacramento Area Council of Governments (SACOG) Regional Grant, \$2,800,000 State Grant, \$700,000 Federal Grant and Local Funds for the delivery of this phase of the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 01-2019 with Wood Rodgers, Inc. in the amount of \$503,450 for engineering design and right of way acquisition support services for the White Rock Road Widening Project and in a form approved by the city attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of February, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA
AND WOOD RODGERS, INC. FOR ENGINEERING DESIGN AND RIGHT OF WAY ACQUISITION
SERVICES FOR THE WHITE ROCK ROAD WIDENING PROJECT, CP07-2055**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Wood Rodgers, Inc., a California Corporation ("Professional") as of February 4, 2019.

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

1.1 Performance Period.

1.1.1 The term of this Agreement shall begin on the date first noted above and shall end on February 04, 2022. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.1.2 Professional is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY

1.1.3 Reserved.

1.2 Standard of Performance. Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 Assignment of Personnel. Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

1.5 Professional's Reports or Meetings.

1.5.1 If this Agreement does not require "on call" consulting services:

- a. Professional shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine if Professional is performing to expectations, 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. Professional's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

1.5.2 Reserved

1.6 Inspection of Work. Professional and any sub-consultant shall permit LOCAL AGENCY, the state (and the FHWA if federal participating funds are used in this contract) to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed Five Hundred Three Thousand Four Hundred Fifty Dollars and No Cents (\$503,450.00), notwithstanding any contrary indications that may be contained in Professional's cost proposal dated January 24, 2019, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 2118 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

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

2.3 Item Intentionally Omitted.

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed Three Thousand Eight Hundred Fifty Dollars and No Cents (\$3,850.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **State Prevailing Wage Rates.** For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws: (For more information see Chapter 10.1 of the Caltrans Local Assistance Procedures Manual.)
- 2.10.1 Professional shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 2.10.2 Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- 2.10.3 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 2.11 **Retention of Funds.** Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

2.12 Federal Funding Provision related to Allowable Costs and Payments - Reserved

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

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

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

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

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
- f. Professional agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Professional agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event Professional fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- g. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

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

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

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

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

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

4.4 All Policies Requirements.

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

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim

administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

4.4.7 City shall not be responsible for any premiums or assessments on any insurance policies required under this Agreement.

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or

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

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

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

Section 6. STATUS OF PROFESSIONAL.

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

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be

paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.**
- 7.5.1** Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 7.5.2** During the performance of this Contract, Professional and its sub-professionals shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability,

medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Professional and subprofessionals shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Professional and subprofessionals shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Professional and its subprofessionals shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

7.6 **Safety**

- 7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 7.6.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 7.6.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- 7.6.4 Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to Professional with the reasons for termination stated in the notice. LOCAL AGENCY may terminate this contract with Professional should Professional fail to perform the covenants herein contained at the time and in the manner

herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with Professional, LOCAL AGENCY shall pay Professional the sum due to Professional under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Professional under this contract and the balance, if any, shall be paid to Professional upon demand. Professional may cancel this Agreement upon 30 Calendar days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, City may condition payment of any compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

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

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties. Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.4 Assignment and Subcontracting.

8.4.1 Reserved.

8.4.2 Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve Professional of its responsibilities and obligations hereunder. Professional agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) 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 Professional. Professional's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the Professional.

8.4.3 Professional shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract

Administrator, except that, which is expressly identified in the approved Cost Proposal.

- 8.4.4 Professional shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Professional by LOCAL AGENCY.
- 8.4.5 All subcontract entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- 8.4.6 Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
 - 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4 Charge Professional 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 Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21,

California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Professional, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Professional and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

9.2 Professional's Books and Records. Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.

9.3 Inspection and Audit of Work and Records. Any records or documents that Section 9.2 of this Agreement requires Professional to maintain 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. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement. Professional and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

9.4 Confidentiality of Data.

9.4.1 All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure.

9.4.2 Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.

9.4.3 Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own

personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

- 9.4.4 Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.
- 9.4.5 Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- 9.4.6 All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than City.

9.5 Ownership of Data.

- 9.5.1 Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.
- 9.5.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- 9.5.3 Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Professional under this contract; further, Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Professional.
- 9.5.4 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).
- 9.5.5 City 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.

9.6 Audit Review Procedures.

- 9.6.1** Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- 9.6.2** Not later than 30 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.
- 9.6.3** Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse Professional from full and timely performance, in accordance with the terms of this contract.
- 9.6.4** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$150,000, Professional and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, 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 Professional's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Professional and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. Professional agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by Professional to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- 9.6.5** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$3,500,000, Professional Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Professional and approved by the 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 Professional to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5.1 During a Caltrans' review of the ICR audit work papers created by the Professional's independent CPA, Caltrans will work with the CPA and/or Professional toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the Professional at a provisional ICR until a FAR 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 Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

- (a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
- (b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
- (c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

9.6.5.2 If Caltrans is unable to issue a cognizant letter per paragraph 9.6.5.1 above, Caltrans may require Professional to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Professional's and/or the independent CPA's revisions.

9.6.5.3 If the Professional fails to comply with the provisions of this Section 9.6.5, or if Caltrans 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 provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.6.5.1 above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

9.6.5.4 Professional may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The Professional MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the Professional, either as a prime or subconsultant, with the same fiscal period ICR.

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 the County of Sacramento 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 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.**
- 10.7.1** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- 10.7.2** Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 10.7.3** Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.7.4 Federal Funding Provisions Related to Conflict of Interest.** Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article 10.7.4.
- 10.7.4.1** Professional shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. Professional shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- 10.7.4.2** Professional 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 contract.
- 10.7.4.3** Professional hereby certifies that neither Professional, nor any firm affiliated with Professional will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 10.7.4.4** Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- 10.7.4.5** Professional hereby certifies that neither Professional, its employees, nor any firm affiliated with Professional providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

10.7.4.6 Professional further certifies that neither Professional, nor any firm affiliated with Professional, will bid on any construction subcontracts included within the construction contract. Additionally, Professional certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

10.7.4.7 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

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

10.9 **Contract Administration.** This Agreement shall be administered by Mr. Edgar Medina, P.E. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Professional shall be sent to:

Wood Rodgers, Inc.
Attention: Mark Rayback, PE, Project Manager
3301 C Street, Building 100-B
Sacramento, CA 95816

Email Address (for Insurance Update Requests)
mrayback@woodrodgers.com

Any written notice to City shall be sent to:

City of Rancho Cordova, Dept. of Public Works
Attention: Edgar Medina, Contract Administrator
2719 Prospect Park Drive
Rancho Cordova, CA 95670
EMedina@cityofranchocordova.org

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

Seal and Signature of Registered Professional with
report/design responsibility.

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.13 IRS Form W-9. Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

Section 11 FUNDING PROVISIONS.

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

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

- (a) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Professional to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

11.1.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is

a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

11.2 **Statement of Compliance**

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

- 11.2.2 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

- 11.2.3 If any federal funding is used for this project:

- (a) The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California 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.

- (b) The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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

11.4 Debarment and Suspension Certification.

11.4.1 Professional's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Professional has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

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

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

- 11.5 Evaluation of Professional.** Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.
- 11.6 National Labor Relations Board Certification.** In accordance with Public Contract Code Section 10296, Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.
- 11.7 Equipment Purchase.**
- 11.7.1** Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before Professional enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. Professional shall provide an evaluation of the necessity or desirability of incurring such costs.
- 11.7.2** For purchase of any item, service or consulting work not covered in Professional's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 11.7.3** Any equipment purchased as a result of this contract is subject to the following: "Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Professional may either keep the equipment and credit 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 Professional elects to keep the equipment, fair market value shall be determined at Professional's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- 11.8 Disputes.**

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

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

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

11.9 Cost Principles.

11.9.1 Professional agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

11.9.2 Professional 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.

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

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

11.10 Disadvantaged Business Enterprise Participation. - RESERVED

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

11.12 Funding Requirements.

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

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

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

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

11.13 Claims Filed by City's Construction Contractor.

11.13.1 If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by Professional's personnel, and additional information or assistance from Professional's personnel is required in order to evaluate or defend against such claims; Professional agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

11.13.2 Professional'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 Professional's personnel services under this contract.

11.13.3 Services of Professional'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 contract in order to resolve the construction claims.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement. The two Parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the 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 contract as evidenced by the signatures below.

CITY OF RANCHO CORDOVA**PROFESSIONAL**

Cyrus Abhar, City Manager

Mark Rayback, PE, Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Attachments:

Exhibit A – Scope of Services

Exhibit B – Cost Proposal

EXHIBIT A**SCOPE OF SERVICES**

**See Attached Wood Rodgers Inc. / Subconsultant Bender Rosenthal
Inc. Scope of Services dated 1/24/2019**

EXHIBIT A

SCOPE OF SERVICES

WORK PLAN/PROJECT UNDERSTANDING

The City of Rancho Cordova (City) desires to complete the design for improving White Rock Road from the intersection at Fitzgerald Road/Sunrise Park Drive on the west, to the city limits on the east (Project). Wood Rodgers, Inc. (Consultant) has been providing the preliminary engineering services for completion of this Project, and has completed a 30% Design with requirements, plat and descriptions for the Project. The ultimate project is a roadway with three travel lanes in each direction, bike lanes, shoulders a divided landscaped median and curb, gutter and sidewalk. The interim project is a roadway with two traveled lanes in each direction, bike lanes, shoulders, and a divided median within 80 feet of the right-of-way. Roadway drainage for this interim project will be accommodated with the construction of roadside ditches.

The intent of this agreement is to complete the ultimate design of six lane roadway, as well as an interim design standard as described above, through a 60% design submittal. Upon completion of the 60% design, the Consultant shall prepare 90% design for the interim project (4 lane roadway). Upon completion of this phase, the City will identify the section of the project to be built with available funds and the Consultant shall complete Final Plans, Specifications and Estimate (100% Plans) to allow the City to proceed with construction a portion of the Interim Project for which Construction funds are available. In addition to the work described above, the Consultant shall assist the City in procurement of right of way and temporary construction easements for this project. A detailed description of the work and tasks are detailed and described below.

An exhibit of the project area for proposed four lane interim project is attached (see **Exhibit A-1**).

Due to our ongoing work and our familiarity with the Project site, the Consultant is aware of the following issues:

- Traffic Signals will not be installed as part of this phase; however, conduit and other signal infrastructure will be placed to limit impacts to the proposed roadway at a later date.
- Construction of frontage improvements and the installation of a storm drain system (excluding drainage cross culverts), water, and sanitary sewer are not components of this initial phase of the Project. These items can be added if requested by the City.
- The Consultant will provide appraisal and acquisition services for right-of-way required for the interim project. Wood Rodgers will identify the required right-of-way areas and provide legal descriptions and plats. Wood Rodgers subcontractor, Bender Rosenthal,

will complete the appraisal and acquisition services based on the right of way requirements identified.

- Minor median landscaping is proposed as part of this Project. Casings or sleeves to facilitate the future installation of irrigation lines to median areas will be installed, where appropriate.
- The intent of this contract is to have a 60% Design Submittal by May 2019 and a Final Design Submittal by November 2019. Right-of-way activities will commence with the Notice to Proceed and be completed by November 30, 2019.
- The proposed construction contract includes various grant funding sources, and construction contract documents will include all text and required attachments to the documents that are required by these various federal and state grants.
- Due to the uncertainty of the exact Grant Funding, it is understood that the intent is to obtain a final bid package for the limits described above. However, this Scope of Work provides for the flexibility to develop the Design for the entire limits, and prepare bid documents that are consistent with the Grant Funds obtained.

SCOPE OF WORK

This Scope of Work will provide the services needed to complete the documentation that is necessary to construct the initial phase of the Project.

TASK 1 PROJECT MANAGEMENT

Wood Rodgers' Project Manager will schedule a kick-off meeting for the key consultant project staff and the City of Rancho Cordova staff within a week of receiving the Notice to Proceed from the City. The kick-off meeting invitation will also be extended to other stakeholders whom the City deems necessary to the success of the Project. The objective of this meeting will be to review the Project Scope, establish Project communication protocol, finalize the Project schedule, identify key Project issues and goals, and compile existing data pertaining to the Project.

Project management is a continuous activity that commences with the receipt of the Notice to Proceed and continues through submittal of the final Project deliverables. Key elements of Wood Rodgers' project management program include regular progress reports, work progress monitoring and cost control, coordination, and communication.

Wood Rodgers will prepare and update the Project schedule on a monthly basis with input from key team members. The schedule will show each activity, when that activity will begin, how long it will continue, and will identify activities that are independent. The schedule will clearly differentiate between which functions will be carried out by the Consultant, which by the City, and which by other involved parties.

The Sacramento County Department of Transportation (SACDOT) is a stakeholder in this Project, and the City desires to include them as part of the Project Development Team. The Consultant shall include SACDOT in the design review and the plan review process for the Project. The City will identify SACDOT staff with whom the Consultant will coordinate in addition to City staff members.

A coordination and status meeting (Project Development Team Meeting) will be held on a monthly basis or as deemed necessary by either party to review Project status and budget, to obtain City input, to make informed decisions, and to discuss issues that have the potential to affect the Project budget or schedule.

Wood Rodgers will prepare the meeting agendas in consultation with the City, distribute the agendas prior to the meetings, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within five days after the meeting.

Wood Rodgers will prepare and submit monthly progress reports to the City. The monthly progress reports will include progress of work; an updated Project schedule; the information/decisions that are required to maintain the schedule and complete deliverables; problems encountered that may affect schedule, budget, or work products; and anticipated work for the following month.

Wood Rodgers' Project Manager is responsible for the controls necessary to ensure that assignments are completed within budget for development of overall project design and the plan, specification and estimate (PS&E) for the Project first phase to be constructed. Once project protocol is defined, communication will be maintained between the Project Manager, the City, and the Project Team. The Project Manager will act as the principal liaison between the City and the consultant team. Key team members will be involved in development of the Project schedule in order to assure proper coordination of all the required Tasks.

Regular communications will be facilitated through the Project Manager. The Project Manager will be the "single point of contact" for correspondence and other communications. Mark Rayback, P.E. will be the Wood Rodgers Project Manager for this Project. The Project Team members will be available to meet with the City and/or other agency personnel to discuss technical or administrative issues in order to keep the Project on track.

Quality Control/Quality Assurance

The Wood Rodgers Project Team will employ quality assurance procedures that will ensure that the work products will be complete and correct for the purposes of this Project. These procedures include informal peer review as well as formal review by a senior engineer in order to ensure that the plans and documents comply with accepted standards, are grammatically correct, and will result in a constructible project.

Consultant will endeavor to identify potential savings, risks and uncertainties related to development of this Project. If at any time during this agreement, Consultant identifies any

alternative design that could result in significant savings to the City or any circumstances that could pose potential risk related to construction of this Project, the City will be notified immediately. Any alternative design recommended will be documented in writing to the City's project manager.

Deliverables:

- Project Development Team Meeting Agendas and Minutes
- Project Schedule with Monthly Updates
- Status Reports
- Invoices

TASK 2 HYDRAULIC STUDY

Wood Rodgers will perform a hydraulic study (Study) for the proposed Project. This will include analyses of both on-site and off-site drainage. The purpose of the Study will be to ensure that all drainage crossings and facilities are appropriately sized for the ultimate roadway and ultimate buildout that are currently known. It is understood that the interim 4 lane project roadway drainage will generally be handled by roadside ditches in this first phase; however, the ultimate drainage facilities will be identified as part of this Study to ensure that “throw-away” costs are minimized. The ultimate cross culverts will be designed and constructed in this phase.

Deliverables:

- Drainage Study
- Drainage Preliminary Design

TASK 3 60% DESIGN

3.1 ROADWAY DESIGN

As part of the Consultant's continued effort for roadway design, Wood Rodgers will utilize the approved base plans to prepare the 60% level improvement plans, cross-sections, and cost estimate for the proposed 4 lane and 6 lane Projects.

During the course of this activity, adherence to the design standards adopted by the City and Sacramento County will be evaluated. The Project Engineer will prepare a Fact Sheet describing any design standard that has not been met, the reason the standard was not met, what alternatives are available to meet the standard, and an estimate of the additional cost to meet the design standard. The Fact Sheet will be signed by the Project Engineer from Wood Rodgers and will be submitted to the City for review and approval.

In general, all existing facilities on the Project plans will be drawn with screened and/or dashed lines. All new improvements, street names, right-of-way lines, property lines, street centerlines, and the north arrow will be drawn with solid, normal-weight line work. Wood Rodgers will use the City's standard symbols where possible and will supplement with

additional symbols from our database as necessary. Lettering style will be clear, legible, uniform, and acceptable to the City.

In order to determine the ultimate Project layout and footprint, the consultant will prepare a 60% Level Design for both the 4-Lane Roadway Section and the ultimate 6-Lane Roadway Section. Consultant will also prepare a Right-of-Way Requirements Exhibit for the 6-Lane Roadway.

Title Sheet – The Title Sheet will include a strip map of the Project, the Project description, a small-scale location map, an index of the plan sheets, the signature and registration data of the person in responsible charge for preparation of the entire Project, the limits of construction and work, the contract number, and the Project identification block information. The strip map will show county lines, existing public roads, and prominent geographic features. Mandatory material sites and mandatory disposal sites, if identified on this Project, will also be shown on the title sheet.

Improvement Plans – Improvement plans will consist of 60%-level sheets with profile and superelevation, if necessary. The layout plan sheets will include mathematically calculated horizontal and vertical alignments and a superelevation diagram. Alignment data, stationing, and curve radii of all layout lines will be shown. Directional arrows will be included, and public roads and channels will be labeled with their official names on the layout plan sheets. Project limits will be identified. Layout plan sheets will show lane lines, edges of traveled ways, edges of pavement, edges of shoulders, fences, and preliminary right-of-way lines. Preliminary profiles will show the existing ground line and the proposed grade line. The proposed grade line will be labeled to show gradients, lengths of vertical curves, and design speed. The 60% interim plans should show right of way lines for the project. These right of way lines should be sufficient to start the acquisition process. This includes drainage structures that are required to be installed outside the current identified right of way as existing interim cross section places right of way line at the road shoulder and proposed roadside ditches are currently to be done by TCE. City and Consultant should be able to identify required acquisitions prior to moving to the next phase.

3.2 STRIPING PLAN

Wood Rodgers will prepare a working set of striping plans for approval by the City. These striping plans, as modified during the course of design and as approved by the City, will be included in the final construction plans. The striping plans will be utilized to define the limits of roadway improvements and to control the remaining phases of design. The plans will be drawn to a scale of $1" = 40'$. The striping plan will show the existing and proposed edge of pavement, bike lanes, curbs, gutters and sidewalks, driveways and cross streets, proposed and existing striping, and location and design for matching to existing striping at the Project limits. Other details shown on the roadway base plans will be omitted. Proposed striping and notes will be shown in normal line weight. Existing striping (including pavement markings)

in the vicinity of the Project limits will be indicated with screened line work and dimensioned from the street centerline. The dimensions for existing striping, within the area of new striping, may be omitted from the striping plans at this stage in plan development.

Wood Rodgers will analyze all approved changes to the striping plans for their effects on the roadway, drainage, traffic signal plans and right-of-way acquisition, and will immediately advise the City of same.

3.3 UTILITY COORDINATION

As part of our continued Utility Coordination, Wood Rodgers will send “B” Plans to companies or agencies operating utility facilities that may be impacted by the Project.

“B” Plans – “B” Plans are defined as plans that are 60- to 90-percent complete. Wood Rodgers will send out the “B” Plans when the final horizontal and vertical alignments are calculated, when the depth of the final structural section is determined, and when the proposed and existing utilities are illustrated in accordance with the Roadway Design section that is identified elsewhere in this proposal. Wood Rodgers will prepare the draft transmittal letters to affected utility owners (Utility Verification and Notice to Owners) for the City’s review and approval prior to transmitting “B” Plans to the utility owners. Two (2) sets of half-size plans or “B” plans will be provided to each utility owner as an attachment to the transmittal letter. The letter will request that utility owners verify any utility conflicts with proposed improvements, and also that they indicate whether any future utilities are proposed in the area that may require accommodation through the Project area. Copies of the utility data obtained from utility owners will be provided to the City, and the originals will be kept in the project files. Wood Rodgers will identify potential conflicts with utility facilities on the “B” Plans and will perform the necessary coordination to resolve any conflicts. This may include revising the plans to avoid the conflict. It should be noted that any Utility Relocation will be specified to occur outside of the ultimate 6 lane roadway to eliminate the potential for subsequent relocation.

In addition to the above proposed work, the Consultant will identify all local utilities serving the City in this area and will send out a notification of the proposed Project within one month of the start of this contract. Notification will include a timeline for construction and an inquiry as to any improvements that the local utility has proposed for this location, even though the utility is not currently providing service along this section of White Rock Road. Inquiry will include a request for the identified utility to respond to the notification with any proposed work or conflicts with the proposed Project along or through the Project area corridor.

Any existing utility to be relocated shall be directed to be at the required location to accommodate the ultimate 6 lane roadway design, to preclude subsequent relocations at a later date. Utilities requiring relocation that are outside the first phase of the interim project shall only be notified upon specific approval by the City Project Manager.

3.4 DRAINAGE DESIGN

Wood Rodgers will design the interim drainage facilities to be constructed by this Project (consisting mainly of roadside ditches and culvert crossings) based on the planned ultimate future drainage facilities (consisting mainly of storm drains) identified by the preliminary hydraulic analysis in order to facilitate the future development of the drainage facilities in the Project area.

Based on the preliminary hydraulic analysis recommendations, topographic mapping, and contour grading and cross-section data, Wood Rodgers will develop drainage plans to be incorporated into the PS&E package and reviewed at the 60% Submittal. An analysis of the Project drainage will be prepared in accordance with City requirements and approved modeling methods. Drainage facilities will be shown on the layout plan sheets in accordance with the drainage report. These sheets will point out the work to be performed on existing facilities, such as “abandon” or “remove”. Ditches will be identified with spot elevations and arrows to show the direction of flow.

For the 60% Design of the ultimate 6-lane roadway, Consultant will identify DI’s, storm drain collection pipe system parallel to the roadway, culverts, and other road drainage features to support the ultimate roadway drainage. The main purpose at this point is to estimate the costs of these features and ensure that future installation is not impacted by any of the interim project’s features.

3.5 PRELIMINARY COST ESTIMATES

Wood Rodgers will prepare preliminary cost estimates for the construction of the proposed interim 4 Lane and ultimate 6 lane Projects. The types of materials, quantities, unit prices, subtotals and a contingency factor will be listed on the estimate as a minimum.

The deliverables will include an itemized preliminary cost estimate for the proposed Project.

3.6 COORDINATION WITH ADJACENT DEVELOPMENT PROJECTS AND ENVIRONMENTAL DOCUMENTATION

Wood Rodgers is aware that adjacent land owners are proposing to develop large portions of the area surrounding White Rock Road. To ensure that proposed roadway networks are consistent with the proposed improvements on White Rock Road, coordination will be required. This activity will largely include meeting with developers, reviewing proposed designs to analyze consistency, providing support to the City to ensure that the roadway network is consistent with its General Plan, etc. Additionally, Wood Rodgers will continue to work with the City, the Diesel Emissions Reductions Act (DERA), and other appropriate stakeholders to coordinate the Project’s National Environmental Policy Act (NEPA) documentation.

This Task will also include support to the City during the right-of-way appraisal and acquisition process. This will include preparation of exhibits and other support activities to aid the appraisal and acquisition process led by others.

Deliverables for all Task 3 Items described above:

- 60% Design for 4-Lane and 6-Lane Roadway Sections
- Right-of Way Requirements Exhibit for 6-Lane Roadway Section
- Preliminary Cost Estimate for 4-Lane and 6-Lane Roadway Sections
- Identification of Required R/W and Supporting Documents for Right-of-Way Appraisal and Acquisition
- Coordination with Adjacent Developments

FINAL DESIGN

TASK 4 FINAL DESIGN

Upon approval of the 60% plans, the Final Design will commence for the roadway, drainage, and signing and striping for the Interim 4-Lane Roadway along the entire length of the project and the first phase of the interim project, as provide for by written direction from the City.

4.1 ROADWAY DESIGN

Wood Rodgers will complete the detailed design of the Project and will produce the construction drawings, special provisions, and final construction cost estimate, and will obtain design approval. All design will be in conformance with the latest approved City of Rancho Cordova/Improvement Standards and the latest approved City of Rancho Cordova Standard Construction Specifications, (County of Sacramento Standard Specifications, Dated 2016), as applicable. The construction documents will cover the work that is necessary in order to bid and construct the Project. For the roadway section between Fitzgerald Road to the easterly edge of the industrial area just east of Luyung Drive, the Consultant shall design paving, curb gutter and sidewalk to the ultimate 6 Lane width (improvements on the north side of the roadway) as part of the 4 Lane Interim Project. Striping will match 4 Lane Interim improvements in this area.

4.1.1 Roadway Plans

Wood Rodgers will prepare roadway and construction detail plans. Roadway plans will show both plan and profile views, and will include all details for grading, drainage, pavement, striping, signing, etc., that is necessary to accomplish the required widening, paving, and other modifications. A detailed description of roadway plans includes:

Typical Cross-Sections – Typical cross-sections will show and dimension all geometric elements including pavement widths, shoulders, curbs, medians, drainage ditches, and right-of-way.

Layout Plans – Approved Geometric Base Maps will be the basis for the project layout sheets. Layout sheets will include topographic mapping in screened line type. Existing facilities will be shown in dashed lines and proposed construction will be shown in solid lines. Any features pertinent to construction such as ditches, roads,

curbs, gutters, and sidewalks will be shown. Existing improvements and appurtenances within the right-of-way that are removed prior to construction will not be shown. Alignment data for all layout lines will be shown. Stationing equations, distances and bearings of all tangents, stations of all curve points, curve data, and beginning and end of work and construction will be calculated and shown. Right-of-way lines, easement lines, right of entry, access taking, access openings (including temporary access openings), and City boundary lines will be shown and labeled. In general, layout plans will show edge of traveled way, edge of pavement, edge of shoulders, curbs, sidewalks, street lighting, fences, guard railing, barriers, and all other facilities to be constructed except those facilities that will be included as part of separate plans. Necessary dimensions will be included. The toe-of-fill and top-of-cut slopes will be shown.

Profiles – Approved Preliminary Profiles will be the basis for the roadway profiles. Profiles will show the existing ground line and the proposed grade line for each alignment. The original ground line will be extended a few stations beyond the beginning and end of the project, unless this would entail an additional sheet. Future grade lines will be labeled and shown as short dashed lines. Other grade lines (i.e., ditches, gutters and pipes) will be shown by distinctive symbols and will be labeled. Elevations will be shown at BVCs, EVCs, PRVCs, PCVCs, station equations, and at each edge of the sheet on profile grade. Vertical curve lengths and tangent gradients, including at points of reverse or compound vertical curve, will be shown. If the profile grade line is not the construction layout line, a note will be added to indicate the position of the profile grade, such as “Profile Grade at Inner ETW” or “Profile Grade is 'X' feet Left (or Right) of S/L.” Station pluses will be shown for all points where elevations are shown if these points do not fall on the vertical grid lines. The names of all major intersected roads and other layout lines will be labeled vertically along the profile.

Utilities – Utilities will be shown on the layout plans. Existing, relocated, and new utilities will be clearly and accurately depicted on these sheets. High hazard utilities will be shown in accordance with the California Department of Transportation’s (Caltrans’) policy on high- and low-risk underground facilities within right-of-way. Potholing to determine accurate locations and elevations of high-risk underground facilities, if any, will be provided by the utility owner or others. Wood Rodgers will show the locations and elevations of the high-risk underground facilities on the plans based on pothole survey results. The plans will also include conduit runs for future fiber-optic lines and conduit runs for future intersections. The fiber conduit design will begin near Fitzgerald Road and will terminate at the city limits. Signal conduits will be located at proposed future intersection locations. The main goal of this design will be to eliminate the requirement for future trenching operations.

Drainage Facilities – Drainage facilities will be also shown on the layout plan sheets. Existing facilities will appear as dropouts in the background. The proposed drainage work will be shown as solid lines. These sheets will indicate what work will be performed on existing facilities (such as “abandon” or “remove”). The size, type, and location (station pluses) for each pipe culvert, box culvert, etc. will be shown. Ditches will be identified with arrows to show direction of flow.

Drainage Details – The details that are unique to this project, and those for which there are no Standard Plans, will be shown on the Drainage Detail Sheet. These details usually depict special drainage structures, channel changes, modifications to existing structures, etc.

Stage Construction Plans – These plans will show the sequence of operation, work to be performed, materials to be used, and the traveled way to be used for all movements of traffic during the construction sequence. Construction Area Signs or Temporary Signs required for the direction of public traffic through or around the work during construction will be shown on these plans.

Construction Details Sheet – The Construction Details Sheet will show the details prepared by the Engineers to supplement information that cannot be shown on the layout plan sheets because of the complex and extensive details required. Examples of construction items that may require construction details are temporary crash cushions, curb transitions, guard railings, sidewalks, curb ramps, curbs and gutters, and driveways. Any miscellaneous details that do not involve drainage items will be shown.

Striping Plans – Striping and Pavement Delineation Plans will be prepared on the skeletons of the base layout plan sheets. These plans will include final and temporary traffic lines, pavement markings, pavement markers and object markers, channelizers, and delineators. Lines will include lane lines, edge lines, crosswalks, limit lines, arrows, and any other appropriate delineation. Lane widths will be indicated. The limits and detail number for each line of marking will be shown on these plans in accordance with Caltrans Standard Plan Sheets. A list of quantities for the items of traffic lines, pavement markings, pavement markers, delineators, channelizers and markers will be included in the plans.

Signing – Signs will be shown on the Striping and Pavement Delineation Sheets. These plans will show existing signs which are to be removed, salvaged, relocated, reset, modified or reconstructed. New signs to be installed or constructed will also be shown on these plan sheets. An individual sign number that will correspond to that used on the sign plans, sign details, and sign quantities list will identify each sign. Sign quantities for roadside signs and any overhead signs will be summarized in tabular formats.

Landscape – Preparation of the necessary drawings, details and specifications will be made to contract the proposed work. Work efforts will include landscape improvements for the final project. The design will address the 12-foot-wide landscape median along White Rock Road. Landscape design assumes that no water supply for irrigation will be available and that irrigation design will not be required. Planting design will include sparse native or native-adaptive species that typically will only need supplemental water during establishment. Wood Rodgers shall use the as-built plans prepared by the County of Sacramento for White Rock Road Improvement Plans from Grant Line Road to Prairie City Road medians as a basis for median planting design. We assume no decorative cobble or mounding will be required as part of this scope. The client shall be responsible for bidding, contract requirements, and general requirement divisions of the specifications.

The following construction documents are anticipated:

- Landscape Planting Design
- Landscape Construction Details
- Landscape Specifications

(*Excludes Irrigation Design Plans)

4.1.2 Supplemental Items – Wood Rodgers will prepare design cross-sections, slope stake listing, and earthwork calculations, which will include:

Design Cross-Sections – Design Cross-Sections will be generated at 50-foot intervals, at major drainage structures, and at the beginning and ending of each horizontal or vertical curve. Design Cross-Sections will show the original ground line, the grading planes, the finished grade, ditches, existing and proposed right-of-way lines, and cut and fill areas. Each Design Cross-Section will be identified by line designation and stationing corresponding to the cross-section base line, and will show a ground elevation at the baseline. Additional cross-sections may be necessary at conforms and at unusual design features.

Slope Stake Listings – Slope Stake Listings for the final project showing offsets, elevations of hinge points and catch points, and finished and subgrade elevations at 50-foot intervals at major drainage structures and at the beginning and ending of each horizontal or vertical curve will be generated. Slope staking notes will be formatted to meet any specific requirement of the City, and space will be provided between listings to write field notes

4.1.3 Utility Notification – Wood Rodgers will send “C” Plans and a Utility Information Form to all affected utility companies after the City has approved the “C” Plans for the final project and transmittal letter. The “C” Plans will be clearly marked as such, and the transmittal letter will clearly identify this project as a City project (as noted elsewhere in this proposal).

4.2 ENGINEER’S ESTIMATE

Wood Rodgers will prepare an itemized Engineer’s Quantity and Unit Cost Estimate for the roadway widening and paving work, associated drainage, traffic striping, and all other items of work.

4.3 SPECIAL PROVISIONS

Wood Rodgers will prepare a draft of applicable technical special provisions specifically written for this project that is to be incorporated into the contract specifications. Wood Rodgers will revise the special provisions as directed by the City. Any requirements for environmental mitigation will be incorporated as directed by the City. The technical special provisions will be prepared in Microsoft Word format. An electronic copy of the approved technical special provisions will be provided to the City.

Special Provisions for the project will be based on Sacramento County Standard Construction Specifications and Caltrans’ Standard Specifications. Specifications will be modified as appropriate to meet City standards and requirements.

4.4 DRAFT PS&E SUBMITTAL (90%)

It is intended that the Project will be designed to 100% for the entire limits as previously specified. However, because of the amount of funding that is available, the Project may be constructed in phases. The precise limits of Phase 1 will be determined at the time of this Final Submittal. All items associated with a Bid Package will be completed for Phase 1, under this Scope of Work. The Bid Documents associated with the construction of Phase 2 will be completed under the amendment to this contract.

The Wood Rodgers Team will prepare a 90% submittal for the Project which will include, but not necessarily be limited to, the following:

- Title Sheet
- Typical Cross-Sections
- Roadway Plans and Profiles with Drainage Design, and proposed R/W, including identified easement acquisitions and TCEs (Both entire length of interim project and first phase of construction)
- Striping Plans (Both entire length of interim project and first phase of construction)
- Stage Construction and Traffic Handling Plans (first phase of construction only)

- Erosion Control Plans (Both entire length of interim project and first phase of construction)
- Construction Details (Both entire length of interim project and first phase of construction)
- Drainage Details (Both entire length of interim project and first phase of construction)
- Cross-Sections at 50-foot intervals (maximum) (Both entire length of interim project and first phase of construction)
- Contract Special Provisions and Technical Specifications
- 90% Engineer's Estimate of Construction Costs (Both entire length of interim project and first phase of construction)

Plan sheets will conform to the City's sheet format. The title sheet will include the names of all utilities with facilities within the Project limits and their current contact individuals with their telephone numbers. The 90% Submittal will include a letter addressing comments from the 60% Submittal as well as revised plans as necessary to address comments from the 60% Submittal

Adjacent properties within the limits of the proposed Project may be developed during the course of the Project work. Any subdivision improvement plans that are approved by the City or Sacramento County prior to the approval of the final roadway plans, specifications and estimate will be incorporated into the Project plans, as directed by the City.

At the completion of the 90% Plans, Wood Rodgers will also prepare and submit an Encroachment Permit for construction to the County of Sacramento. The Permit Application will be completed on behalf of the City, and the 90% Plans will be attached to the Application.

4.5 FINAL PS&E (100% PLANS)

Upon completion of the 90% Submittal package, Wood Rodgers will schedule a review session, if required, with the City to discuss the review comments and resolve any conflicting comments. Prior to submitting the Final Design, Wood Rodgers will perform an internal quality and constructibility review of the entire PS&E package. Corrections to the PS&E documents will be made in accordance with the review comments. At this point, Consultant will prepare the final PS&E for the portion of the project that will be constructed known as the Initial Phase or Phase 1, as previously identified by the City at the beginning of the 90% design and confirmed with the 90% review comments. Additional documents to be prepared at this stage include the working day schedule and the Resident Engineer (RE) pending file.

Upon approval of the final PS&E, Wood Rodgers will furnish to the City with the approved Plans, Specifications and Estimates to be used for project advertising. Plan submittal to the City will include velum plots and electronic CADD drawing files. Specifications submittal will include a “camera ready” copy of electronic files in Microsoft Word format. A hard copy and the electronic files used to generate the Engineer’s Estimate will also be furnished to the City.

Wood Rodgers will submit and facilitate review and revision of the PS&E package. Each submittal will include four (4) sets (unless otherwise directed) of plan prints and return of the “red-lined” set of plans with City comments from previous submittals.

Deliverables:

- Final Signed Plans (Full Size Mylar)
- Engineer’s Estimate
- Bid Documents, Special Provisions and Technical Specifications
- Sacramento County Encroachment Permit Application

TASK 5 RIGHT-OF-WAY SERVICES

5.1 RIGHT-OF-WAY ENGINEERING

Wood Rodgers has previously prepared Plats and Descriptions for several of the impacted properties. This included Descriptions for both Temporary Construction Easements as well as permanent acquisitions. Because that the Descriptions are several years old and some assessor’s parcel numbers (APNs) have been changed over time, Wood Rodgers will update the previously prepared Descriptions to reflect the current state, and prepare up to three (3) additional Plat and Descriptions. Under this Task, Wood Rodgers will also provide general coordination and subcontractor management activities with Bender Rosenthal, Inc.

5.2 RIGHT-OF-WAY PROJECT MANAGEMENT

Project Management is a collaboration of people, processes and tools. Wood Rodgers understands that maintaining organized, accurate records and disseminating vital status information is fundamental for efficient project implementation. During the course of the Project, Ms. Brenda Schimpf of Bender Rosenthal, Inc (BRI) will serve as the Right-of-Way Project Manager. Ms. Schimpf will oversee performance of the tasks involved in delivery of the right-of-way in the proposed Right-of-Way Services Contract. Typical tasks include providing status updates to the client, attending meetings, and making recommendations to the City on right-of-way issues.

Once the property rights have been acquired, BRI will prepare a right-of-way certification to Caltrans’ standards.

Deliverables:

- Bi-weekly updates
- Attend up to three (3) teleconferences and two (2) in-person meetings
- One (1) Draft Right-of-Way Certification and one (1) Final Right-of-Way Certification that meet Caltrans' standards.

5.3 VALUATION SERVICES

BRI will develop up to sixteen (16) appraisals of the estimated fair market value of the permanent easements and the temporary construction easements for the property. The Appraisal Reports will be narrative appraisal reports prepared in conformance with, and subject to, the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes. Appraisal Mapping, Plat Maps and Legal Descriptions for the properties to be appraised will be provided to BRI by the Client. The Appraisals will be completed within eight (8) weeks from receipt of appraisal mapping and notice to proceed from Wood Rodgers.

Based on the plats and legal descriptions provided, we understand appraisals will be required for the following properties. The plat and legal for the General Environmental Management is under new ownership as shown in the table attached. Also, the Roadway legal descriptions appear to be bordered on either side by Aerojet Rocketdyne (Aerojet) and, therefore, it is assumed that Aerojet owns to the middle of the road and is the owner of this property. APNs have been grouped in what we believe will be larger parcels for appraisal and acquisition purposes.

Deliverables:

- Up to Sixteen (16) electronic Appraisal Reports that meet all state and federal Standards. Printed and bound copies will be provided upon request.

Assumptions:

- No residential or business relocation is involved.
- No impacts to structures.
- No environmental impacts.
- Full documentation to federal and state standards for all tasks.
- No expert witness testimony.
- No Coordination with state or federal right-of-way departments, other than those listed in the Scope of Work.

- Notice of Decision to Appraise Letters will be sent within five (5) days of receipt of the Notice to Proceed.
- Updated Plats and Legal Descriptions will be provided by Wood Rodgers.

5.4 INDEPENDENT APPRAISAL REVIEW

An appraisal review is the act or process of developing and communicating an opinion about the quality of another appraiser's work. The essence of appraisal review is to investigate, analyze, and verify the logic and procedures used in appraisals and to ensure the preparation of competent and thorough reports that result in sound value opinions. The purpose of a review is to reinforce the client's confidence in the credibility of the appraisal conclusions it presents. When the draft appraisal is complete, BRI will conduct an internal review of each draft and provide comments to the appraiser. Those comments will be addressed and then the draft will be forwarded to the reviewer.

Per the Federal and State Uniform Act, a review appraisal will be required and must be completed by an independent reviewer. BRI has enlisted the expertise of Mr. Tim Landes of Sierra West Valuation to complete a review of the subject parcels and the comparables. BRI has worked with him for over ten years on numerous assignments throughout Northern California. Mr. Landes is willing to seek additional documentation and ask tough questions concerning consistency and methodology in order to produce an objective work product. BRI has appreciated his willingness to work hard for our clients, as the appraisal must withstand the scrutiny of review by other agencies, sometimes three years after its approval. As a team, we are judicious about developing a product that is research-based, analytical and impartial.

Upon completion of the reviews, the appraisals and a USPAP Standard 3 and Standard 4 compliant review report will be provided and forwarded to City for approval of Just Compensation.

Deliverables:

- Up to Sixteen (16) Independent Appraisal Review Reports

5.5 ACQUISITION SERVICES

Upon completion of the Appraisal Review Reports and establishment of Approval to Acquire for the parcel, BRI will work with the City to develop the contract and conveyance documents necessary to make an offer. BRI will meet with the owners and convey documents up to six (6) times in the first 60 days until acceptance or impasse is reached. Steps within the acquisition process are outlined below:

1. Review the Project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Prepare right-of-way contracts and other acquisition documents.

4. May meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
5. The acquisition task assumes a settlement by the sixth contact by telephone or e-mail. A recommendation to the City will be made after impasse has been reached.
6. Deliver signed right-of-way contract and signed and acknowledged documents for a close transaction, or deliver a memorandum explaining impasse.
7. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the City to accept, reject, or modify the counter-offer.
8. If the City accepts the counter-offer, BRI will prepare an Administrative Settlement that complies with state and federal guidelines.
9. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
10. BRI will prepare a final report, including transfer of all pertinent correspondence and files to the Client.

Deliverables:

- Needed Acquisitions of up to sixteen (16) parcels, included required TCEs
- Submission of files on each negotiation, acquisition, and project settlement

The following items are excluded from this proposal but can be added at the Client's request:

- ✓ Obtaining tenant consent/releases or quitclaim deeds.
- ✓ Obtaining partial or full reconveyances, financing statement releases or subordination agreements.
- ✓ Providing support for Resolutions of Necessity (RON) and/or condemnation activities.
- ✓ Continued negotiations with property owners after the RON is obtained.

5.6 TITLE/ESCROW SERVICES

BRI will deliver documents and checks to an escrow company, review all documents for submission to escrow companies, review title and escrow documents, and apply extensive acquisition experience so that the Project acquires the good title and property rights necessary for the completion of the Project. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office.

Tasks to be considered include:

- Order up to sixteen (16) Preliminary Title Reports at a cost of \$750 each. Note, the fee for the Aerojet Preliminary Title Report is estimated at \$3,000 due to the quantity of APNs associated with this ownership.
- Draft Quitclaims, lessee consent to easements and other documents as necessary to obtain good and sufficient title.
- Work with the title company to follow through with appropriate lenders, beneficiaries and trustees. Title Company to draft partial release and partial reconveyances.
- Prepare and send Request for Invoice and Demand to the Title Company.
- Copy and forward fully executed purchase agreement from the City.
- Send all executed acquisition documents through escrow and transmit to the appropriate parties, (property owner and the City).
- Prepare transmittal and forward closed files to the City.

Deliverables:

- Facilitate Title and Escrow support as outlined above for sixteen (16) parcels.

5.7 RIGHT-OF-WAY CERTIFICATION

Prepare the Caltrans Right-of-Way Certifications 1, 2 or 3 as specified in their Local Programs Manual. BRI will draft the initial document to include the following:

- Status of Required Right-of-Way
- Status of Affected Railroad Facilities (if any)
- Status of Right-of-Way Clearance
- Status of Compliance with Relocation Assistance Program
- Airspace Agreements
- Disposal and Material Sites

BRI will coordinate with the City to include the following:

- Status of Utility Notices and Agreements
- Necessity of Bid Items
- Cooperative Agreements
- Environmental Mitigation

- Prepare the Final Document for execution by the City.

5.8 CONDEMNATION SUPPORT (OPTIONAL TASK)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the City by preparing staff reports and presentations to the City Council for the Resolution of Necessity (RON). In addition, we will work with the City's legal team to develop the 30-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness; deliver the parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill Condemnation Services based on an hourly rate.

ADDITIONAL SERVICES

Additional services that are needed and requested by the City and/or resulting from a change in the Scope of Services such as post-appraisal meetings, consultations, presentations/briefings, pre-trial conferences, court or briefing preparation, depositions, court appearances, etc., will be performed on a time-and-materials basis per the BRI 2018 Hourly Rates & Billing Policy (attached hereto), or will be performed for a separately negotiated fee.

This proposal assumes that no property management or excess land disposal will be required.

TASK 6 BIDDING AND CONSTRUCTION ASSISTANCE

6.1 BIDDING ASSISTANCE

The Wood Rodgers Team will provide assistance, as required, to the City during bidding of Phase 1 of the Project. The work may include answering questions from prospective bidders, assisting the City in preparation of addenda to the PS&E during the advertisement period, attending the bid opening, providing an analysis of bids received, and providing ongoing consultation as well as interpretation of the construction documents. The budget for this Task assumes up to three (3) separate bids.

6.2 CONSTRUCTION ASSISTANCE

Wood Rodgers will provide assistance, as required, to the City of Rancho Cordova during the construction of Phase 1 of the Project. The work may include responses to requests for information, attending meetings, review and approval of submittals and shop drawings, and providing ongoing consultation as well as interpretation of construction documents. The

Wood Rodgers engineers responsible for each design area (e.g., roadway design, drainage design) will be available for consultation as required. The budget for this Task assumes up to three (3) separate construction contracts.

Deliverables:

- Engineer's Support During Bid
- Engineering Support During Construction



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C St, Bldg. 100-B
Sacramento, CA 95816

Tel 916.341.7760
Fax 916.341.7767

EXHIBIT B**COMPENSATION SCHEDULE**

**See Wood Rodgers Inc. Fee Estimate & Billing Rates
Dated 1/15/2019
And
Subconsultant – Bender Rosenthal Inc. Billing Rates Dated 1/14/2019**

TABLE 1 - Contract Exhibit B
White Rock Road Improvements - Estimated Labor Hours and Fee

 Task Description	WOOD RODGERS									Bender Rosenthal, Inc.	TOTAL COST
	Principal in Charge	Project Manager	Associate Engineer (LA)	Engineer (LA) II	Engineer (LA) I	CAD Tech. III	Survey Crew	Project Coordinator	TOTAL HOURS		
	\$240	\$185	\$175	\$150	\$140	\$135	\$270	\$120			
TASK 1 - PROJECT MANAGEMENT	48	96	0	0	0	0	0	40	184		\$34,080
TASK 2 - HYDRAULIC STUDY	0	8	18	36	48	24	0	8	142		\$20,950
TASK 3 - 60% DESIGN	22	76	122	108	178	176	0	12	694		\$107,010
Task 3.1 - Roadway Design	4	16	32	44	72	88	0	0	256		
Task 3.2 - Striping Plan	0	4	8	12	24	32	0	0	80		
Task 3.3 - Utility Coordination	4	12	40	0	24	24	0	4	108		
Task 3.4 - Drainage Design	0	8	16	28	40	32	0	4	128		
Task 3.5 - Preliminary Cost Estimates	2	8	18	24	18	0	0	2	72		
Task 3.6 - Coordination with Adjacent Development and Env. Doc.	12	28	8	0	0	0	0	2	50		
TASK 4 - FINAL DESIGN	16	72	192	202	190	156	0	22	850		\$131,360
Task 4.1 - Roadway Design	4	28	78	92	112	112	0	0	426		
Task 4.2 - Engineer's Estimate	2	8	18	36	24	0	0	2	90		
Task 4.3 - Special Provisions	4	16	44	16	0	0	0	8	88		
Task 4.4 - Draft PS&E Submittal (90% PS&E)	2	4	16	18	0	16	0	8	64		
Task 4.5 - Final PS&E (100% PS&E)	4	16	36	40	54	28	0	4	182		
TASK 5 - RIGHT OF WAY SERVICES	2	28	18	24	16	32	0	4	124	\$166,150.00	\$185,600
TASK 6 - BIDDING AND CONSTRUCTION ASSISTANCE	12	26	30	16	8	20	0	12	124		\$20,600
Task 6.1 - Bidding Assistance	4	8	12	0	8	8	0	4	44		
Task 6.2 - Construction Assistance	8	18	18	16	0	12	0	8	80		
Total Hours (WR)	100	306	380	386	440	408	0	98	2,118		
TOTAL COST (WR)	\$24,000	\$56,610	\$66,500	\$57,900	\$61,600	\$55,080	\$0	\$11,760			\$499,600
Direct Expenses Mileage \$250 Plotting, Printing \$3,500 Mailing \$100 Total Direct Expenses (WR) \$3,850 \$0 Project Total Cost \$503,450											



January 14, 2019

BRI 2018 BILLING RATES

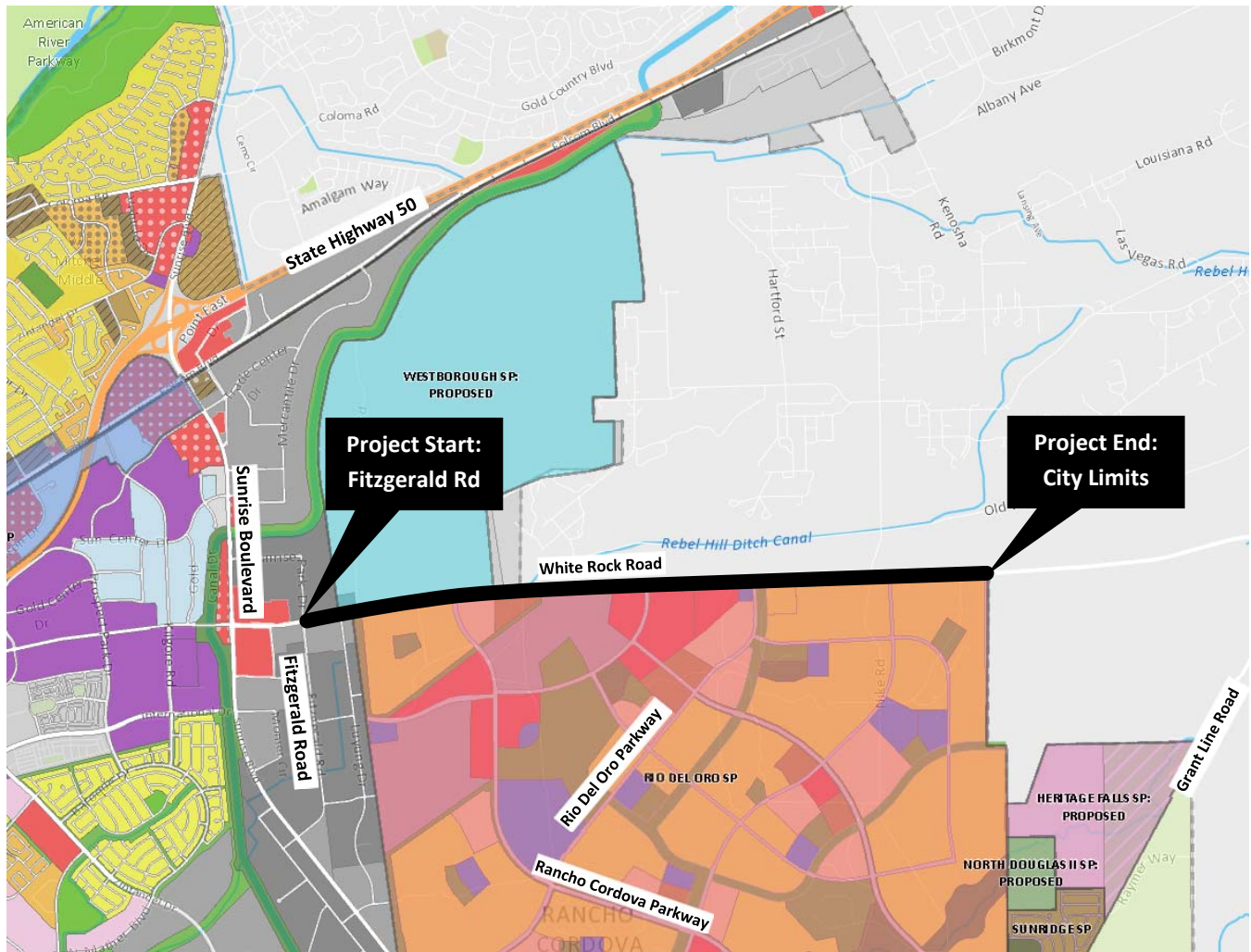
Cydne Bender Reents, MAI	\$425/hr.*
David Wraa, MAI, ARA, AI-GRS	\$330/hr.*
Principal Project Manager	\$250/hr.
Senior Project Manager	\$210/hr.
Project Manager	\$180/hr.
Senior Quality Control Auditor	\$175/hr.
Senior Project Controller	\$160/hr.
Quality Control Auditor	\$125/hr.
Project Controller	\$110/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$225/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$180/hr.*
Appraiser III	\$165/hr.
Appraiser II	\$140/hr.
Appraiser I	\$110/hr.
Senior Right of Way Specialist	\$165/hr.
Senior Acquisition Agent	\$160/hr.
Acquisition Agent	\$110/hr.
Senior Relocation Agent	\$155/hr.
Relocation Agent	\$135/hr.
Senior Project Coordinator	\$130/hr.
Project Coordinator	\$100/hr.
Expert Land Consultant	\$170/hr.
Managing Land Agent	\$160/hr.
Principal Land Agent	\$140/hr.
Senior Land Agent	\$120/hr.
Land Agent II	\$105/hr.
Land Agent I	\$90/hr.
Administrative Support III	\$ 85/hr.
Researchers	\$ 80/hr.
Administrative Support II	\$ 75/hr.
Administrative Support I	\$ 60/hr.

*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.

White Rock Road Safety and Beautification Project

CIP No. CP07-2055

Project Site Map



MEMORANDUM



DATE: February 4, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Rupa Somavarapu, Senior Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 162-2017-1 WITH ALTA PLANNING & DESIGN TO INCREASE THE CONTRACT AMOUNT FROM \$126,850 TO A NOT TO EXCEED AMOUNT OF \$132,941 AND EXTEND THE CONTRACT TERM FROM FEBRUARY 19, 2019 TO JUNE 30, 2019 TO PERFORM ADDITIONAL COMMUNITY OUTREACH**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will authorize the City Manager to execute Contract Amendment No. 162-2017-1 with Alta Planning & Design for the Cordova Creek to Trail Active Transportation Connections Study. This will increase the contract amount from \$126,850 to an amount not to exceed \$132,941 and extend the contract to June 30, 2019.

BACKGROUND

The City successfully secured a State Highway Account – Sustainability Communities Grant to study the feasibility of a trail along Cordova Creek and connections to local schools, transit and the American River Parkway. Staff issued a request for proposals to evaluate the feasibility of the Cordova Creek to Trail Project. Staff received two proposals and ranked Alta Planning & Design as the highest scoring design firm.

Pursuant to Resolution 140-2017, which awarded the contract to Alta Planning & Design, the study of the creek to trail included a community open house, public outreach to the community and feasibility analysis. Based on input received from residents that live adjacent to the proposed trail, staff would like to conduct additional smaller group forums with residents to provide further information sharing. This contract amendment will fund the additional outreach. The Cordova Creek to Trail Active Transportation Connections Study is anticipated to be completed summer 2019.

FISCAL IMPACT

The contract is funded through the \$127,600 Sustainable Communities Grant along with \$23,491 in New Measure A Construction funds.

ATTACHMENTS

1. Resolution
2. Contract Amendment No. 162-2017-1
3. Exhibit C to Contract 162-2017-1

ATTACHMENT 1**CITY OF RANCHO CORDOVA
RESOLUTION NO. XX-2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 162-2017-1 WITH ALTA PLANNING & DESIGN TO INCREASE THE CONTRACT AMOUNT FROM \$126,850 TO A NOT TO EXCEED AMOUNT OF \$132,941 AND EXTEND THE CONTRACT TERM FROM FEBRUARY 19, 2019 TO JUNE 30, 2019 TO PERFORM ADDITIONAL COMMUNITY OUTREACH

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated December 18, 2017, for the purpose of providing a feasibility study of the Cordova Creek to Trail Project; and

WHEREAS, the City successfully secured the State Highway Account, sustainability communities grant for fiscal year 2017-18 (to be completed by February 2020); and

WHEREAS, the cost of providing these services has exceeded earlier projections, and this amendment will allow the consultant to continue providing services through the end of the contract term; and

WHEREAS, funding is through the Sustainable Communities Grant \$127,600 leveraged with local funds in the amount of \$23,491; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to increase the contract amount from \$126,850 to a not to exceed amount of \$132,941 and extend the contract term from February 19, 2019 to June 30, 2019 to perform additional community outreach.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of February, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J McGarvey, Mayor

ATTEST:

Stacy Leitner, City Clerk

ATTACHMENT 2
CONTRACT NO. 162-2017-1

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND ALTA PLANNING + DESIGN, INC.**

This First Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Alta Planning + Design, Inc. ("Professional") as of _____. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated January 3, 2018 for the purpose of providing for the Cordova Creek To Trail Active Transportation Connections Study; and

WHEREAS, this Amendment will include additional outreach efforts that will include one on meetings with residents/public to provide additional information and hear their concerns; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from February 19, 2019, to June 30, 2019. The first sentence of Section 1.1 of the PSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2019, and Professional shall complete the work described in Exhibit A prior to that date; unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8."

2. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$126,850.00. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed One Hundred Thirty-Two Thousand Nine Hundred Forty One Dollars (\$132,941.00), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Additional Scope and Fee," attached hereto as Exhibit C, shall be added to the PSA.
4. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

ATTACHMENT 2
CONTRACT NO. 162-2017-1

6. **Contract Administration.** This Agreement shall be administered by Rupa Somavarapu ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Notices. Any written notice to Professional shall be sent to:

Alta Planning + Design
Contract Administrator
711 S.E. Grand Avenue
Portland, OR 97214

Email Address (for Insurance Update Requests): Christopherbuckingham@altaplanning.com

Any written notice to City shall be sent to:
Rupa Somavarapu
Public Works Department, City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Hugh Louch, Vice President, as duly authorized

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

ATTACHMENT 3

CONTRACT 162-2017-1

EXHIBIT C**Additional Scope and Fee**

January 11, 2019

Rancho Cordova Creek Trail Scope Amendment (Contract No. 162-2017)

The following describes additional scope and fee items as an amendment to the existing Cordova Creek Trail Study

Task 1: Stakeholder Collateral

Alta will research and design a one-page flyer to present at stakeholder meetings. The front side will include common concerns heard from adjacent residents along with corresponding trail design solutions. The reverse side will show example images of the existing Stone Creek Community Bike Trail (adjacent to homes in Rancho Cordova) as well as Humbug Willow Creek Trail (adjacent to homes in Folsom).

Fee: \$3,602

Staff	Title	Billing Rate	Hours	Subtotal
Jeff Knowles	Project Manager	\$193	4	\$772
Emily Shandy	Senior Planner	\$112	8	\$896
Cat Cheng	Art Director	\$135	2	\$270
Jillian Portelance	Senior Graphic Designer	\$104	16	\$1,664

Task 2: Outreach Support

Alta will attend internal conference calls with City project staff to discuss resident concerns and engagement strategy. Alta will provide research or additional meeting materials at the City's direction up to the budget listed below.

Fee: \$2,489

Staff	Title	Billing Rate	Hours	Subtotal
Jeff Knowles	Project Manager	\$193	8	\$1,544
Cat Cheng	Art Director	\$135	7	\$945

TOTAL FEES: \$6,091

MEMORANDUM

DATE: February 4, 2019

TO: Honorable Mayor and Council Members

FROM: Stefan Heisler, Reinvestment Analyst



SUBJECT: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 192-2018-1 TO INCREASE THE CONTRACT AMOUNT FROM \$81,614 TO A NOT TO EXCEED AMOUNT OF \$102,489 WITH RISK-BASED DECISIONS, INC. FOR ENVIRONMENTAL REMEDIATION SERVICES ON THE CITY'S PROPERTY AT 10153-10175 FOLSOM BOULEVARD

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute an amendment to the existing contract with Risk-Based Decisions, Inc. (RBDI) increasing the amount from \$81,614 to \$102,489 for environmental remediation services on the City's property located at 10153-10175 Folsom Boulevard.

BACKGROUND

When the City purchased the property at 10153-10175 Folsom Boulevard in July, 2018, it was known that there were existing environmental conditions undergoing remediation. This remediation had been ongoing for several years and was managed entirely by RBDI.

In November, 2018, the City contracted with RBDI to complete the remediation process through the Regional Water Quality Control Board (RWQCB). This amendment includes additional sampling and reporting required by the RWQCB to continue this process, which is expected to be completed by the end of 2019 if no additional remediation is required. If the RWQCB requires additional remediation, there will be increased costs and the timeline for completion will be extended.

FISCAL IMPACT

This contract amendment will increase the current contract by \$20,875 to a total of \$102,489.

ATTACHMENTS

1. Resolution
2. Contract No. 192-2018-1

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
NO. 192-2018-1 INCREASING THE CONTRACT AMOUNT FROM \$81,614 TO A NOT TO
EXCEED AMOUNT OF \$102,489 WITH RISK-BASED DECISIONS, INC. FOR
ENVIRONMENTAL REMEDIATION SERVICES ON THE CITY'S PROPERTY AT 10153-10175
FOLSOM BOULEVARD**

WHEREAS, the City of Rancho Cordova entered into Contract No. 192-2018 with Risk-Based Decisions, Inc. in the amount of \$81,614 for environmental services to complete the environmental remediation process on the City owned property at 10153-10175 Folsom Boulevard; and

WHEREAS, in consultation with the Regional Water Quality Control Board (RWQCB), one additional round of site sampling and reporting is required before submitting to the RWQCB for completion; and

WHEREAS, this additional sampling and reporting requires an amendment to the existing contract in the amount of \$20,875, increasing the contract amount to \$102,489.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 192-2018-1 with Risk-Based Decisions, Inc. in the amount of \$102,489 for environmental services on the City's property at 10153-10175 Folsom Boulevard and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of February, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
 BETWEEN THE CITY OF RANCHO CORDOVA AND RISK-BASED DECISIONS
 INCORPORATED**

This First Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Risk-Based Decisions Incorporated ("Professional") as of January 20, 2019. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated November 1, 2018 for the purpose of providing environmental services to obtain site closure for the City's property at 10153 to 10175 Folsom Boulevard; and

WHEREAS, this Amendment will expand the original scope of work to include additional sampling and reporting at the recommendation of the Sacramento Regional Water Quality Control Board before submitting for site closure; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed Eighty One Thousand Six Hundred Fourteen Dollars (\$81,614). The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

 "City hereby agrees to pay Professional a sum not to exceed One Hundred Two Thousand Four Hundred Eighty Nine Dollars (\$102,489) notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."
2. The document entitled "Scope of Work," attached hereto as **Exhibit A**, shall be incorporated into the PSA's **Exhibit A**.
3. The document entitled "Compensation Schedule," attached hereto as **Exhibit B**, shall be incorporated into the PSA's **Exhibit B**.
4. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.
6. **Contract Administration.** This Agreement shall be administered by Stefan Heisler ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Notices. Any written notice to Professional shall be sent to:

Attn: Ijaz Jamall, Ph.D., DABT
President & Principal Scientist
Risk-Based Decisions Inc.
1540 River Park Drive, Suite 203
Sacramento, CA 95815
(916) 923-0570
ijamall@riskbaseddecisions.com
Email Address (for Insurance Update Requests):
tedwards@riskbaseddecisions.com

Any written notice to City shall be sent to:

Attn: Stefan Heisler
Rancho Cordova City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670
sheisler@cityofranhocordova.org
Office: 916-851-8757
Fax: 916-851-8787

[Signatures on the following page]

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Ijaz Jamall, President

Date: _____

EXHIBIT A
SCOPE OF WORK

RISK-BASED DECISIONS, INC.

1540 RIVER PARK DRIVE, SUITE 203 • SACRAMENTO, CALIFORNIA 95815
(916) 923-0570 • FAX (916) 923-0611
www.riskbaseddecisions.com

January 8, 2019

Stefan Heisler
Reinvestment Analyst
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

**Re: Cost for Additional Soil Gas Sampling and Groundwater Monitoring at 10153
Folsom Boulevard, Rancho Cordova, CA**

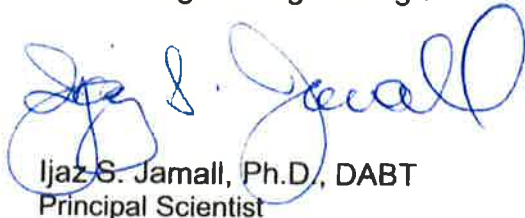
Dear Mr. Heisler,

Please find attached Risk-Based Decisions, Inc.'s cost of \$20,875 for performing soil gas sampling and one quarter of groundwater monitoring as requested by Central Valley Regional Water Quality Control Board at our Meeting on December 19, 2018. This is broken down as Tasks 6 through 8 to separate it from the Tasks 1 to 5 already contracted.

Sincerely,



Robert Pexton
Senior Engineering Geologist



Ijaz S. Jamall, Ph.D., DABT
Principal Scientist

City of Rancho Cordova Soil Gas and Groundwater Sampling Cost Estimate

Task 6 Soil Gas Sampling Workplan

Workplan	Units	No. Units	Unit cost	Cost	Subtotal
Sr. Engineering Geologist/Hydrogeologist	Hours	4	\$175	\$700	
Clerical Support	Hours	2	\$55	\$110	
Report Preparation	Lump Sum	1	\$250	\$250	
Total for Workplan				\$1,060	

Meeting with Water Board (CVRWQCB)

Assume 2 hours per meeting including preparation.

RBDI Labor	Units	No. Units	Unit cost	Cost	
Sr. Engineering Geologist/Hydrogeologist	Hours	2	\$175	\$350	
Principal Scientist	Hours	2	\$250	\$500	
Meeting Subtotal				\$850	
Task 6 Total Cost Work Plan and Agency Meetings					\$1,910

Task 7 Soil Gas Sampling (five samples plus quality control blank)

RBDI Labor	Units	No. Units	Unit cost	Cost	Subtotal
Task 7a Soil gas sampling field work (USA, Utility clearance, sampling and reporting results)					
Sr. Engineering Geologist/Hydrogeologist	Hours	30	\$175	\$5,250	
Principal Scientist	Hours	1	\$250	\$250	
Task 7a RBDI Subtotal for Soil Gas Sampling				\$5,500	\$5,500
Task 7b Sacramento EMD Soil Boring Permit					
Sr. Engineering Geologist/Hydrogeologist	Hours	2	\$175	\$350	
Permit Fees	Lump Sum	1	\$426	\$426	
Task 7b Subtotal for System Permitting				\$776	\$776

Task 7c Soil Gas Subcontractor Costs					
TEG Northern California Drill rig	Day	1	\$3,500	\$3,500	
Independent Utility Locator	Hours	4	\$150	\$600	
Air Toxics TO-15 Analyses for 5 samples	Each	5	\$200	\$1,000	
Task 7c Subtotal for Soil Gas Sampling Subcontractors				\$5,100	\$5,100

Task 8 One Quarter Groundwater Monitoring and ReportingQuarterly Report²

Lump Sum	1	\$7,589	\$7,589	\$7,589
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Total Cost for Soil Gas Sampling, Quarterly Groundwater Monitoring and Reporting	\$20,875
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Notes:

1. Costs for hazardous waste disposal are not included as these can only be determined once the level of contaminants in soil, drill cuttings and water are measured.
2. Quarterly report cost taken from invoice from Second Quarter 2018 report.

EXHIBIT B
COMPENSATION SCHEDULE

RISK-BASED DECISIONS, INC.

1540 RIVER PARK DRIVE, SUITE 203 • SACRAMENTO, CALIFORNIA 95815
(916) 923-0570 • FAX (916) 923-0611
www.riskbaseddecisions.com

January 8, 2019

Stefan Heisler
Reinvestment Analyst
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

**Re: Cost for Additional Soil Gas Sampling and Groundwater Monitoring at 10153
Folsom Boulevard, Rancho Cordova, CA**

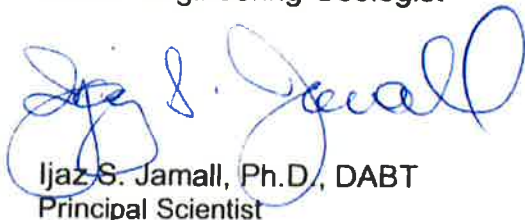
Dear Mr. Heisler,

Please find attached Risk-Based Decisions, Inc.'s cost of \$20,875 for performing soil gas sampling and one quarter of groundwater monitoring as requested by Central Valley Regional Water Quality Control Board at our Meeting on December 19, 2018. This is broken down as Tasks 6 through 8 to separate it from the Tasks 1 to 5 already contracted.

Sincerely,



Robert Pexton
Senior Engineering Geologist



Ijaz S. Jamall, Ph.D., DABT
Principal Scientist

City of Rancho Cordova Soil Gas and Groundwater Sampling Cost Estimate

Task 6 Soil Gas Sampling Workplan

Workplan	Units	No. Units	Unit cost	Cost	Subtotal
Sr. Engineering Geologist/Hydrogeologist	Hours	4	\$175	\$700	
Clerical Support	Hours	2	\$55	\$110	
Report Preparation	Lump Sum	1	\$250	\$250	
Total for Workplan				\$1,060	

Meeting with Water Board (CVRWQCB)

Assume 2 hours per meeting including preparation.

RBDI Labor	Units	No. Units	Unit cost	Cost	
Sr. Engineering Geologist/Hydrogeologist	Hours	2	\$175	\$350	
Principal Scientist	Hours	2	\$250	\$500	
Meeting Subtotal				\$850	
Task 6 Total Cost Work Plan and Agency Meetings					\$1,910

Task 7 Soil Gas Sampling (five samples plus quality control blank)

RBDI Labor	Units	No. Units	Unit cost	Cost	Subtotal
Task 7a Soil gas sampling field work (USA, Utility clearance, sampling and reporting results)					
Sr. Engineering Geologist/Hydrogeologist	Hours	30	\$175	\$5,250	
Principal Scientist	Hours	1	\$250	\$250	
Task 7a RBDI Subtotal for Soil Gas Sampling				\$5,500	\$5,500
Task 7b Sacramento EMD Soil Boring Permit					
Sr. Engineering Geologist/Hydrogeologist	Hours	2	\$175	\$350	
Permit Fees	Lump Sum	1	\$426	\$426	
Task 7b Subtotal for System Permitting				\$776	\$776

Task 7c Soil Gas Subcontractor Costs					
TEG Northern California Drill rig	Day	1	\$3,500	\$3,500	
Independent Utility Locator	Hours	4	\$150	\$600	
Air Toxics TO-15 Analyses for 5 samples	Each	5	\$200	\$1,000	
Task 7c Subtotal for Soil Gas Sampling Subcontractors				\$5,100	\$5,100

Task 8 One Quarter Groundwater Monitoring and ReportingQuarterly Report²

Lump Sum	1	\$7,589	\$7,589	\$7,589
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Total Cost for Soil Gas Sampling, Quarterly Groundwater Monitoring and Reporting	\$20,875
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Notes:

1. Costs for hazardous waste disposal are not included as these can only be determined once the level of contaminants in soil, drill cuttings and water are measured.
2. Quarterly report cost taken from invoice from Second Quarter 2018 report.

MEMORANDUM

DATE: February 4, 2019

TO: Honorable Mayor and Council Members

FROM: Maria Kniestedt, Communications & Public Affairs Director



SUBJECT: CITY OF RANCHO CORDOVA 2019 COMMUNICATIONS UPDATE

RECOMMENDATION

Receive 2019 Communications Update.

RESULT OF RECOMMENDED ACTION

Council will receive an update regarding the 2018 City communications activities, as well as a high-level overview of what is planned for 2019; Council will be provided with an understanding of 2018 successes/insights and have an opportunity to discuss plans for 2019.

BACKGROUND

Annually, the City's communications team presents an update to the City Council. During these updates, staff provides Council with:

- Communications goals, capabilities and tasks
- Communications platform, key messages and key audiences
- Research Findings and Insights
- Recommended Approach
- Tactical Recommendations
- City Communications Planning Calendar

The goal of the 2019 update is to provide Council with a review of 2018 successes/insights, as well as 2019 strategic communications recommendations. This year's update focuses on insights gleaned from project metrics and debriefs, as well as the 2019 recommended approach and tactical recommendations.

FISCAL IMPACT

None.

ATTACHMENT

1. PowerPoint

COMMUNICATIONS

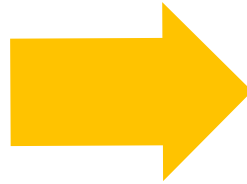
2018 Insights, 2019 Plans



Overview of Tonight's Presentation

2018

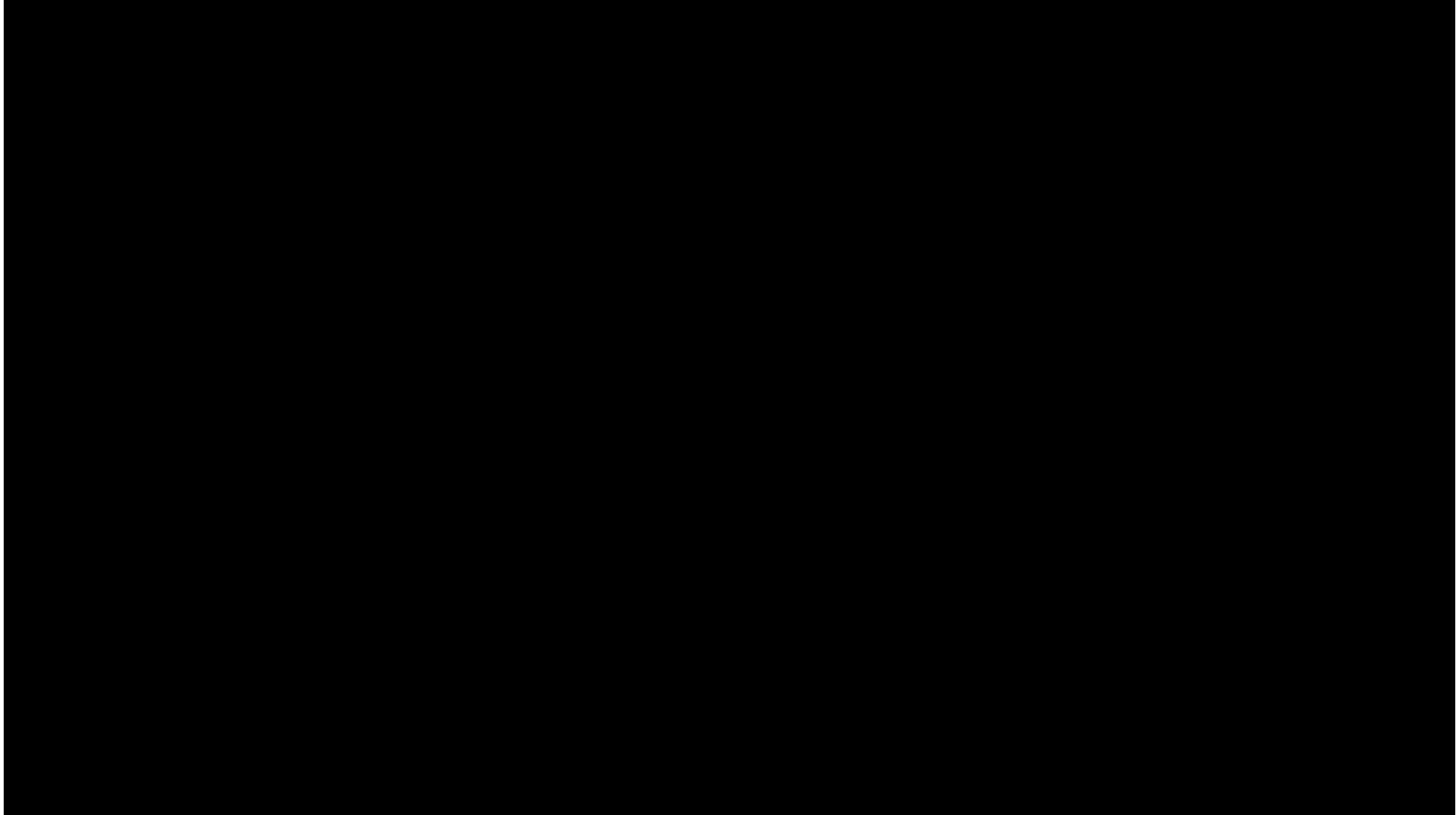
- Year in Review
- Successes & Insights



2019

- Strategy Based on Insights
- Programming & Timeline

2018 in Review



Research Findings & Insights

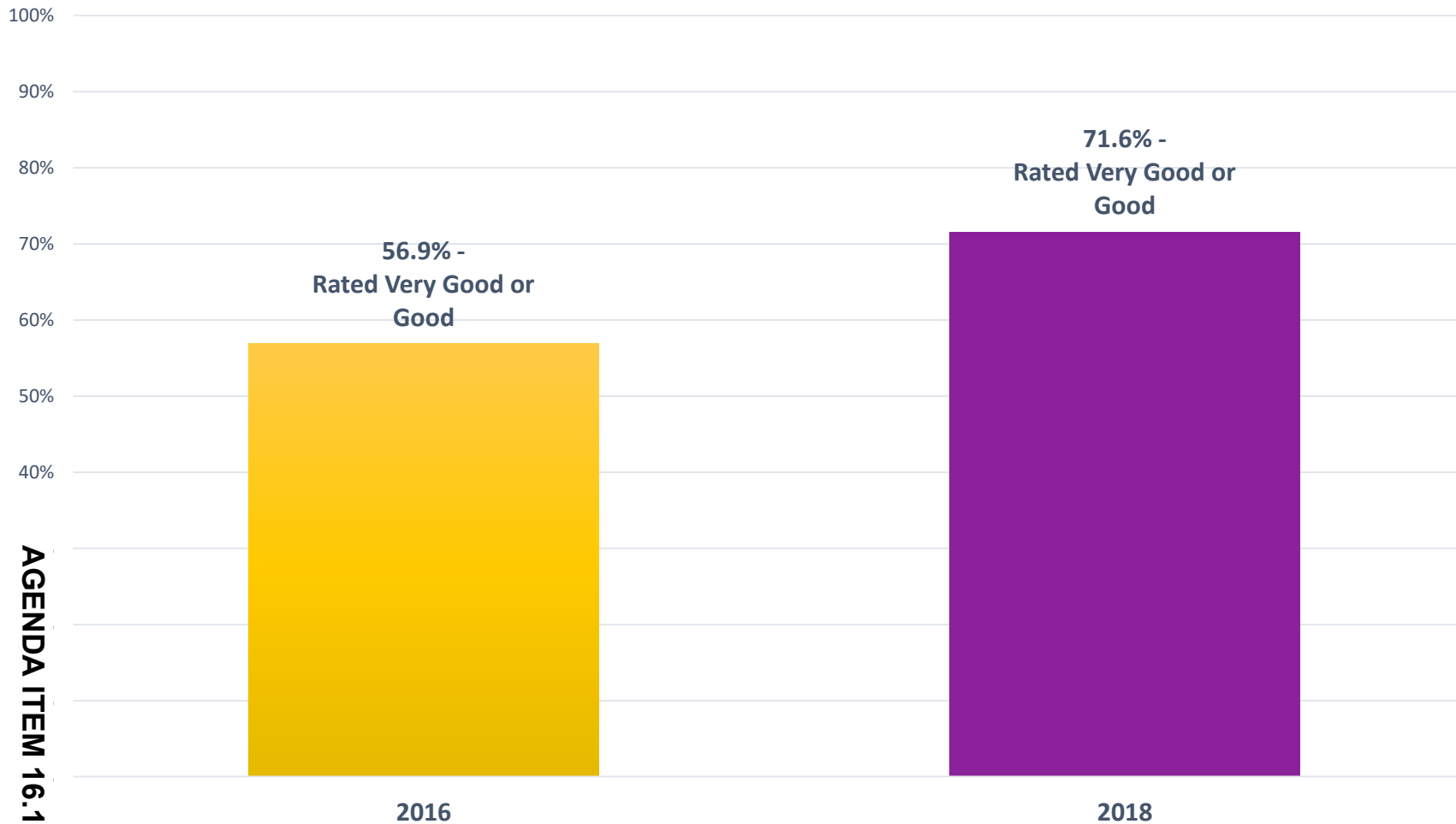
2018 Metrics and Year-over-Year Growth

- Citywide Survey
- Media Relations – Overall Impressions
- Media Relations – Number of Stories by Type
- Media Relations – City-Generated Impressions
- Media Relations – City Generated Coverage by Subject
- Digital Content – E-newsletters
- City Social Media – Year-over-Year Growth
- City Social Media – Facebook, Instagram, Twitter, Nextdoor
- RCPD Social Media – Year-over-Year Growth
- RCPD Social Media - Facebook



2018 in Review: City Survey

Information about Programs and Services

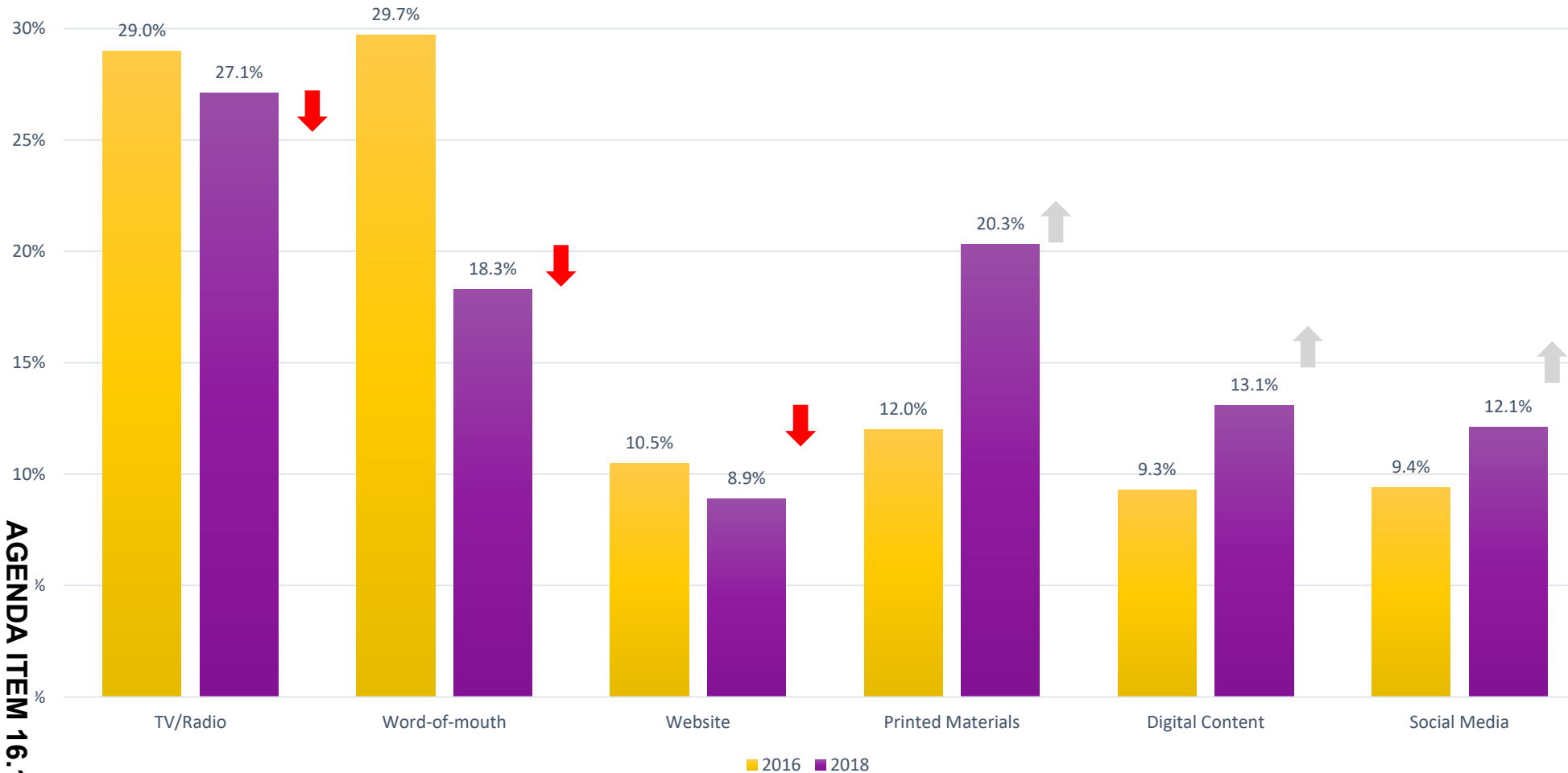


City Survey Question:

How would you rate the City of Rancho Cordova on providing you with information about the programs and services it makes available to residents?

2018 in Review: City Survey

Information Channels

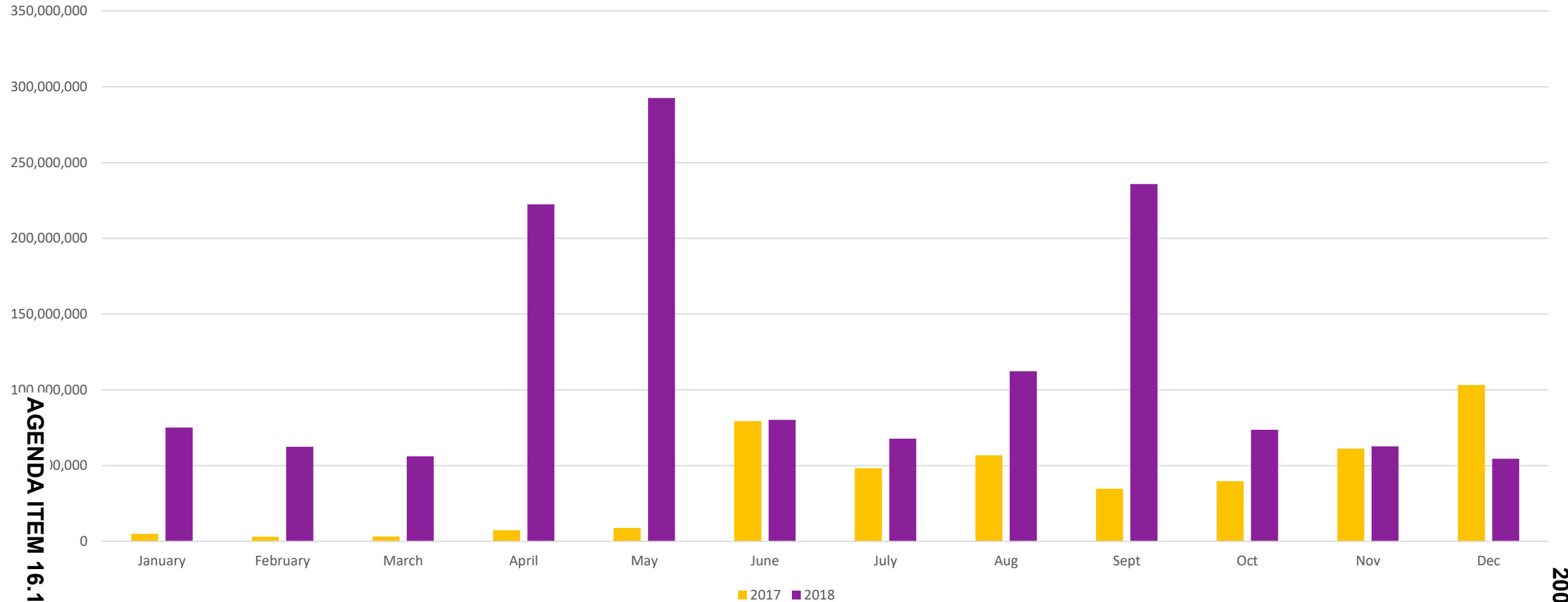


City Survey Question:

Which one of the following is your main source of information about what the City of Rancho Cordova is doing in the community?

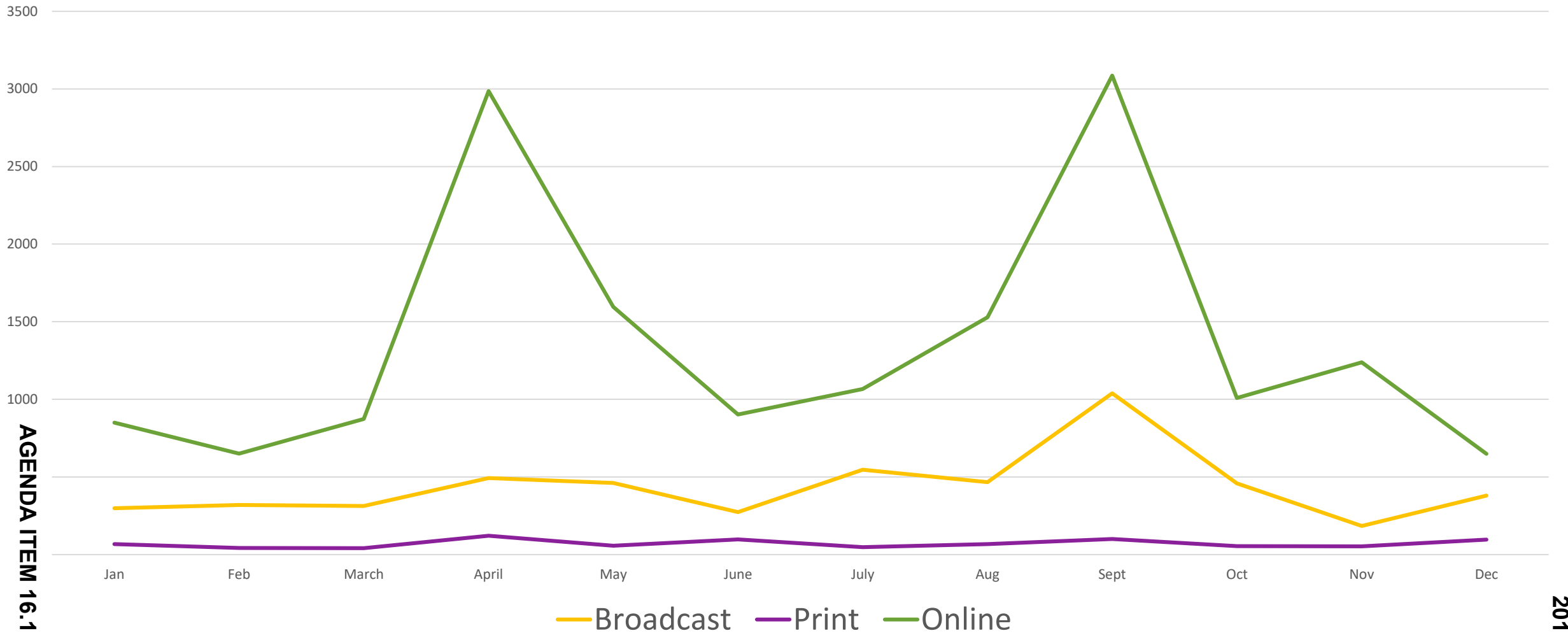
2018 Metrics: Media Impressions

Total Media Impressions

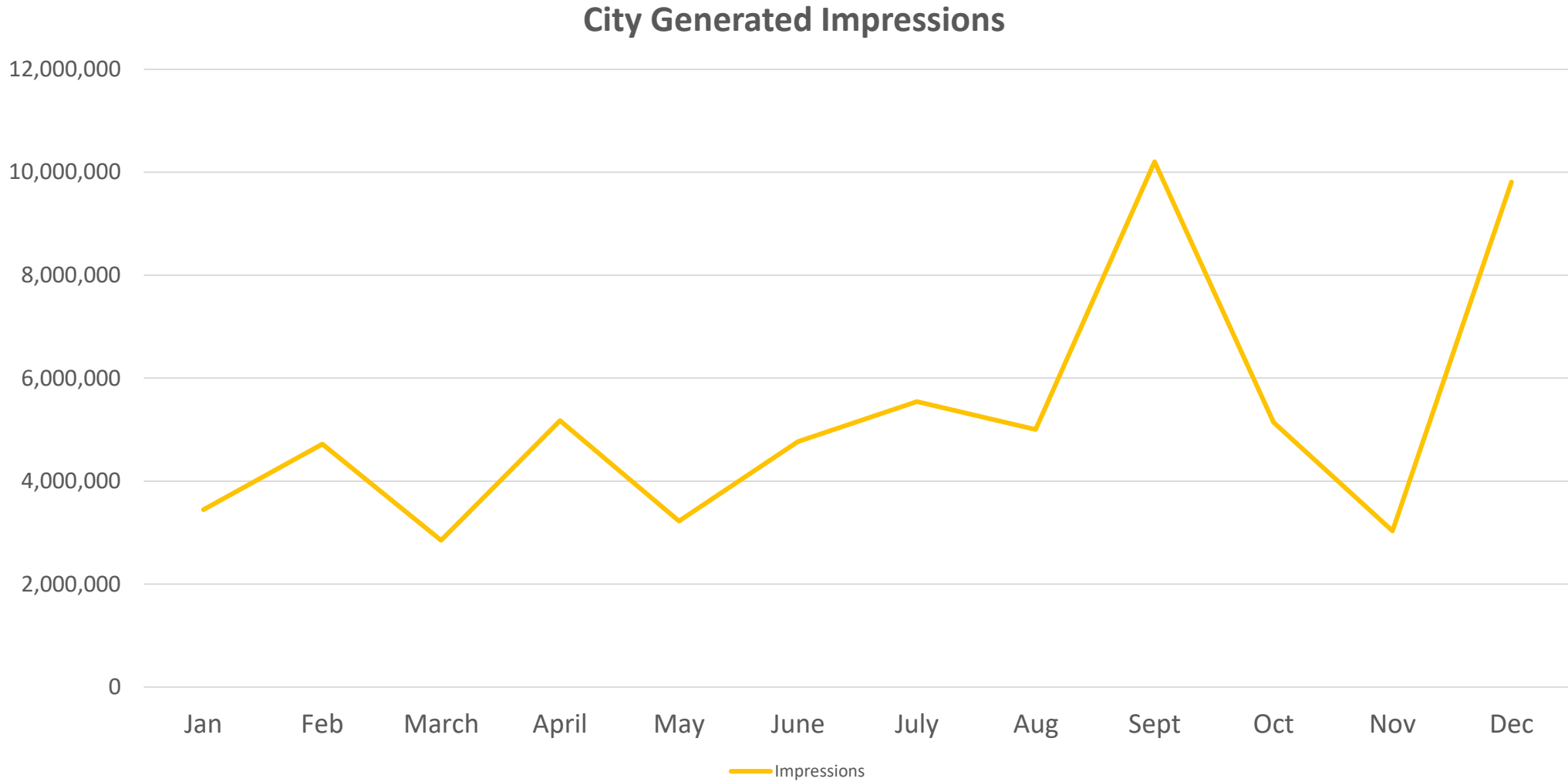


2018 Metrics: Media Type

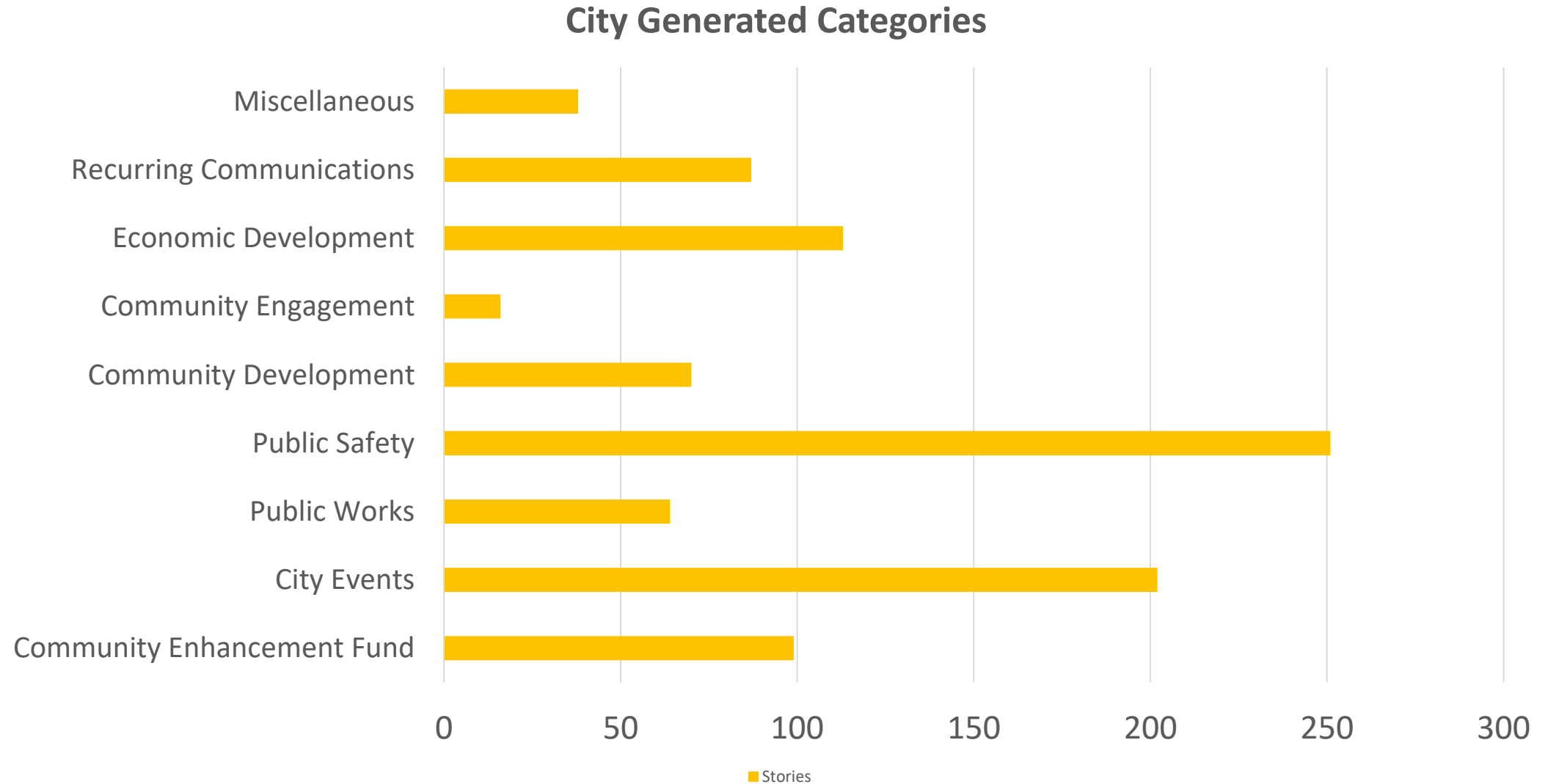
2018 Media Content Type



2018 Metrics: City-Generated Impressions

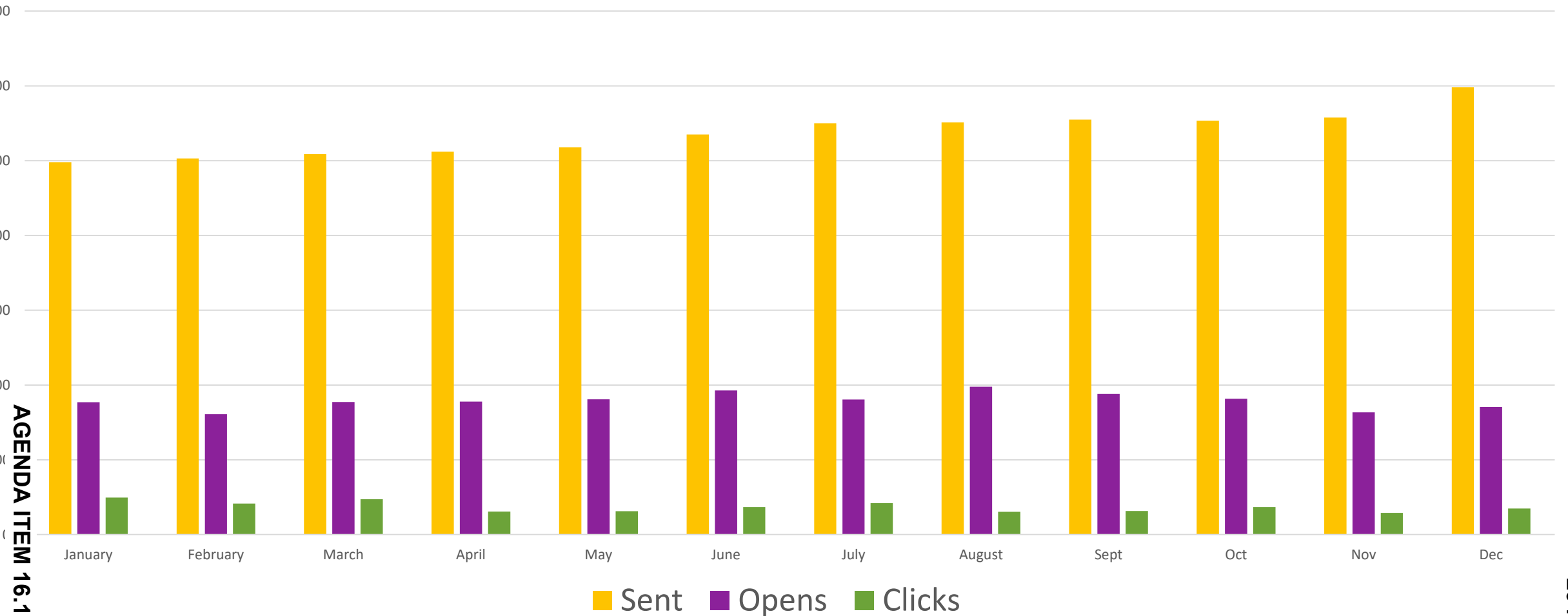


2018 Metrics: City-Generated by Subject



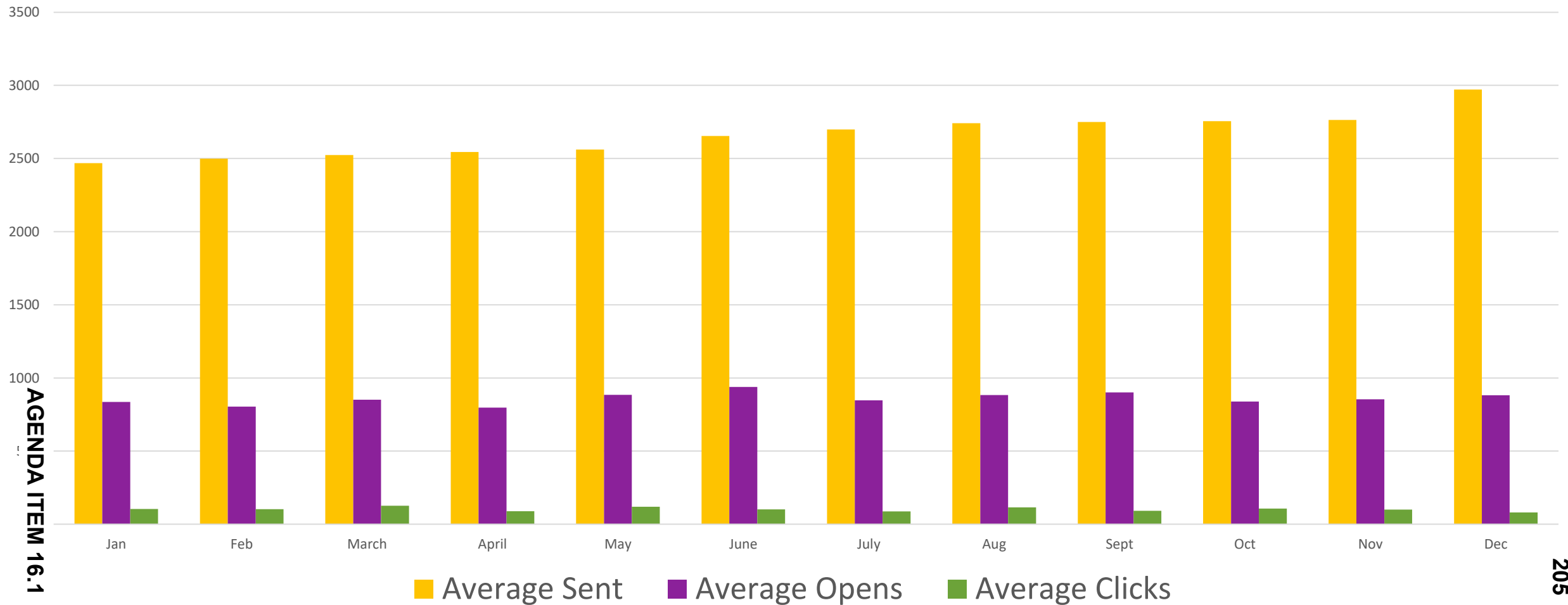
2018 Metrics: E-Newsletter

Fresh News Engagement



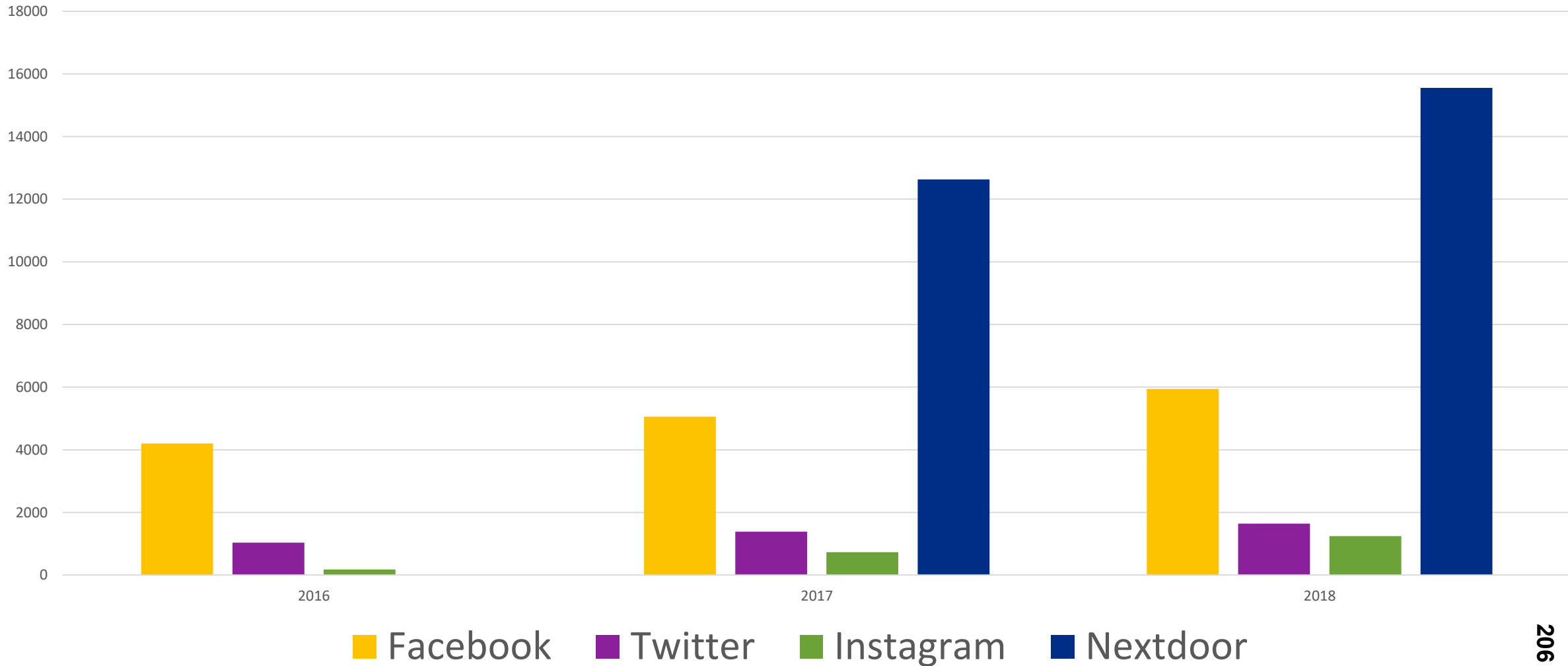
2018 Metrics: E-Newsletter

Fresh Events Engagement



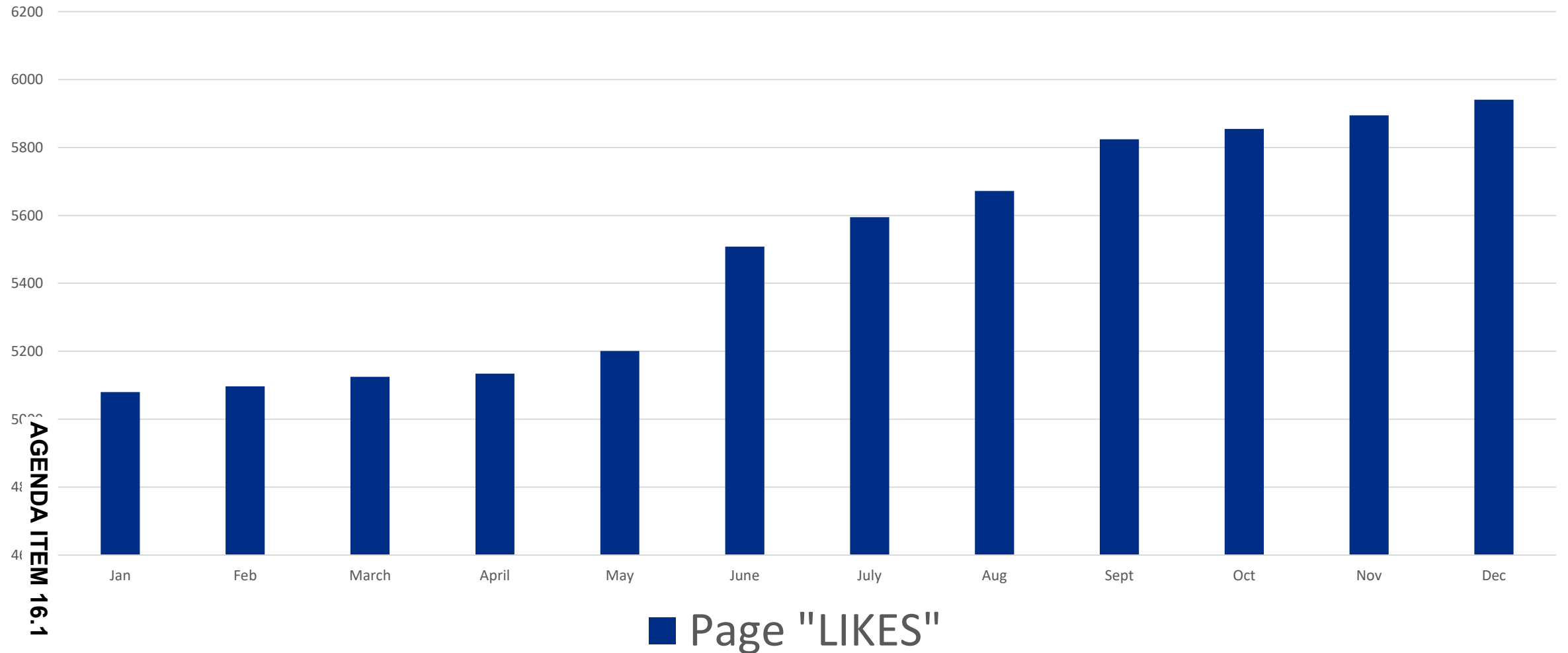
2018 Metrics: Social Media Page Growth

Page Growth Year-to-Year



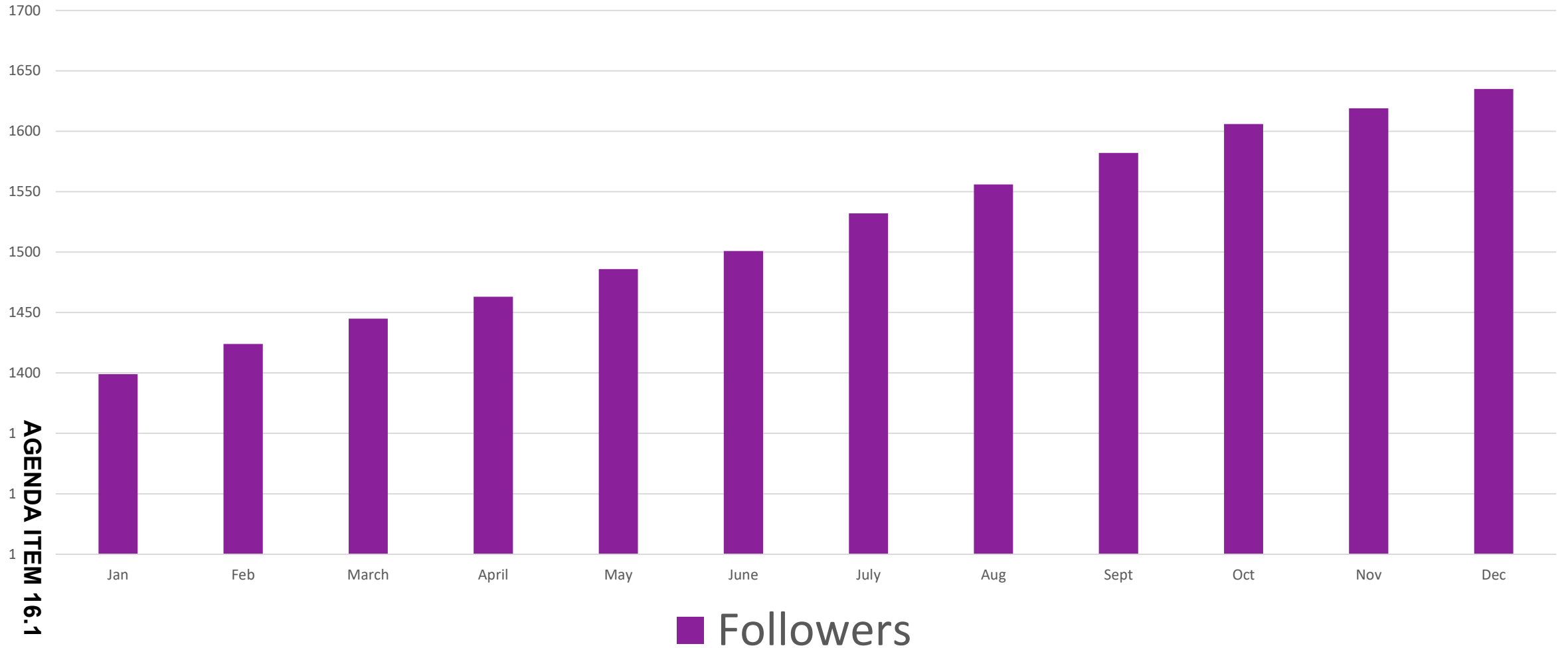
2018 Metrics: Facebook

Facebook

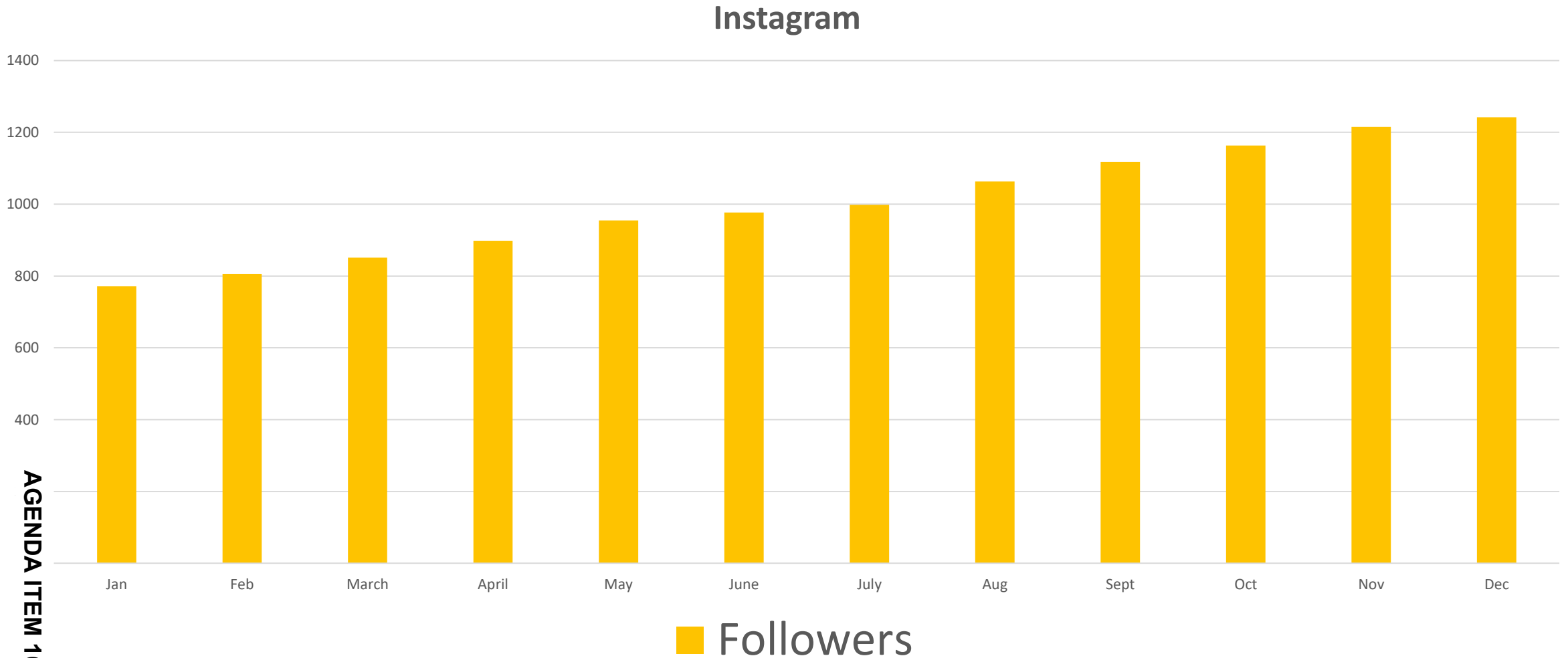


2018 Metrics: Twitter

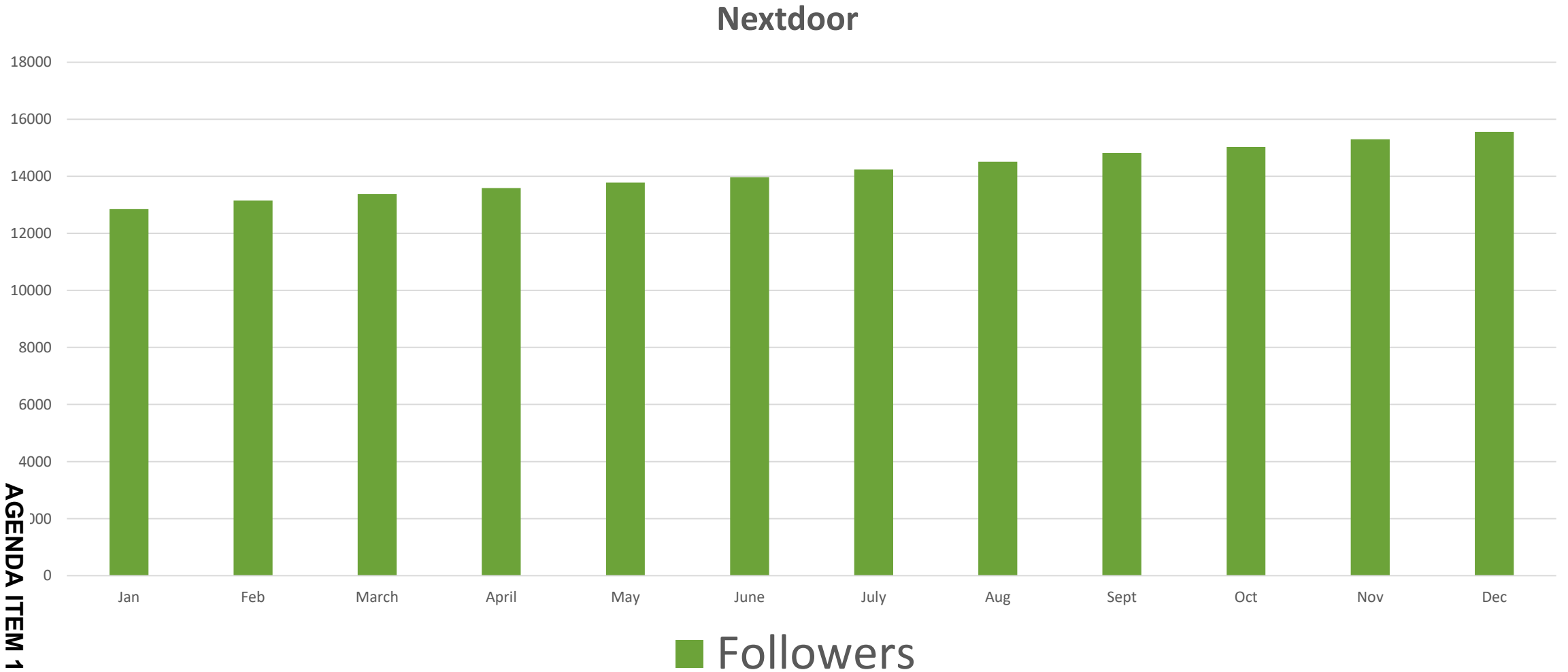
Twitter



2018 Metrics: Instagram

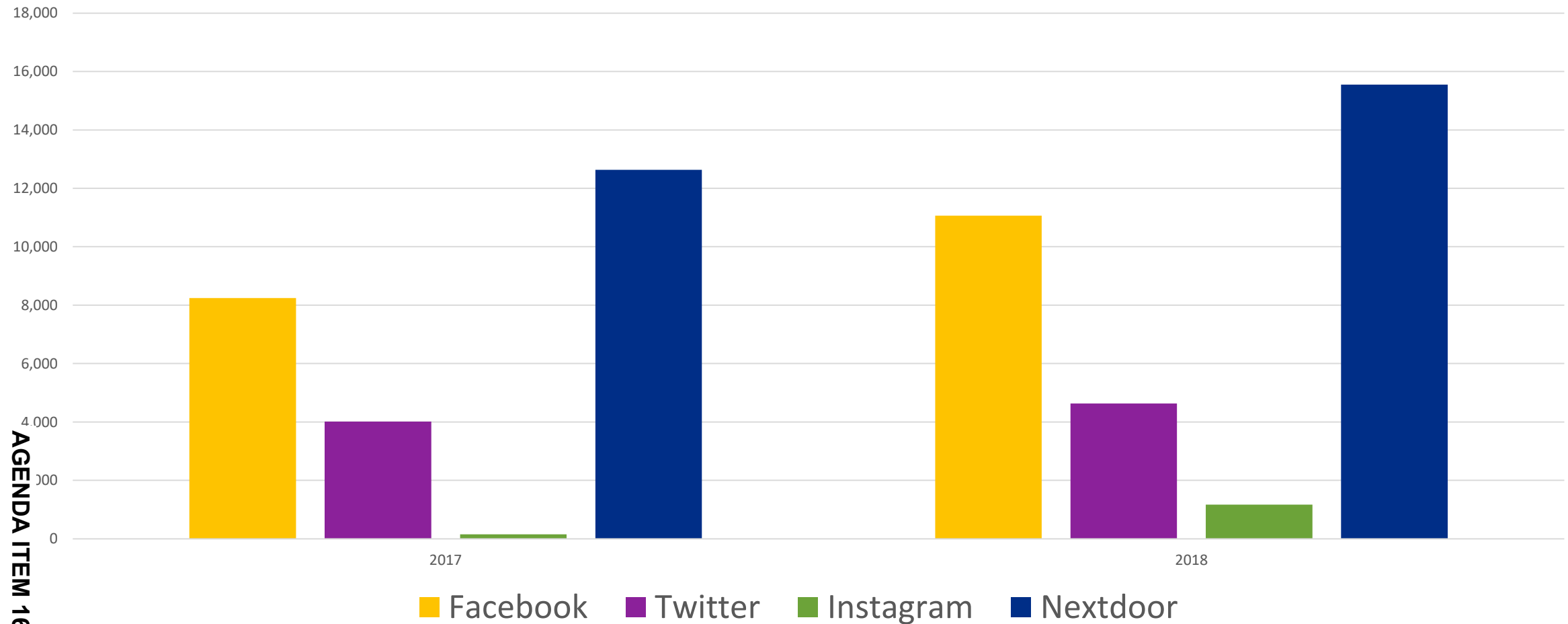


2018 Metrics: Nextdoor

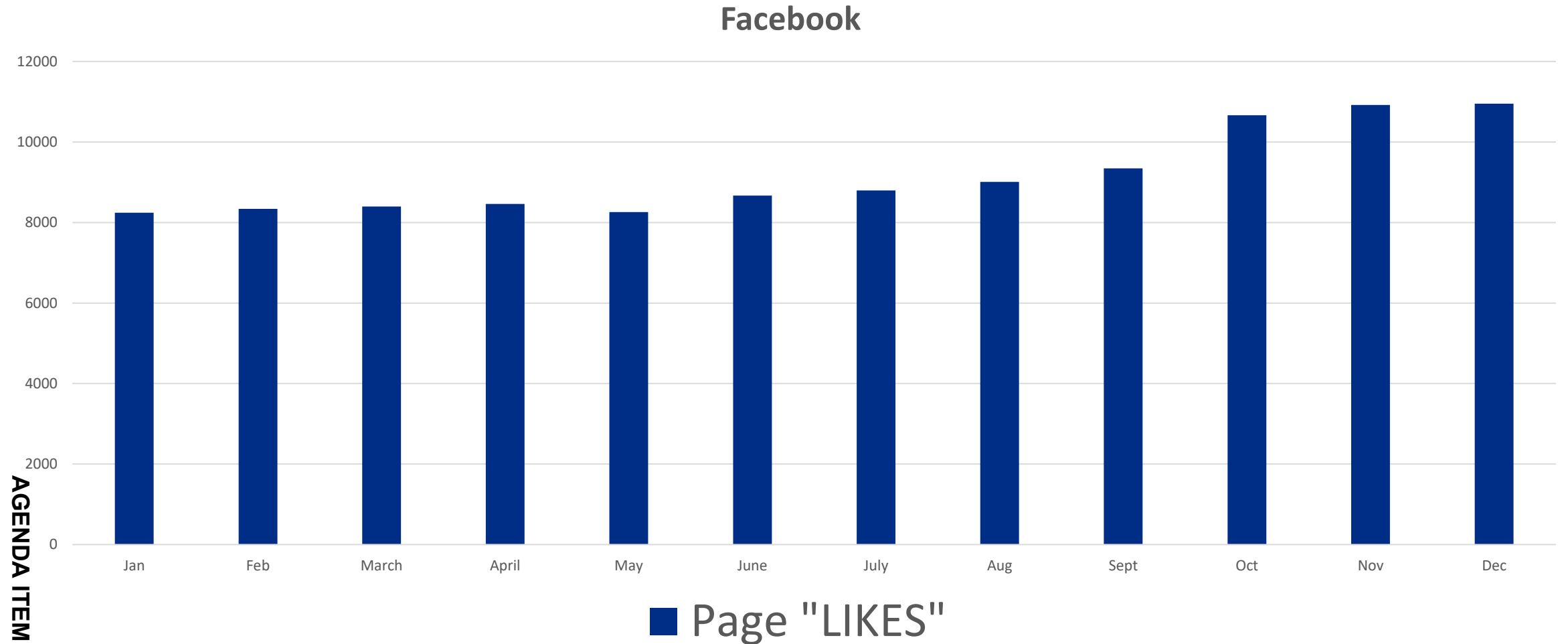


2018 Metrics: RCPD Social Media Page Growth

RCPD Page Growth Year-to-Year



2018 Metrics: RCPD Facebook



2018: Successes + Insights

- Facebook, Nextdoor showed significant growth; TV/radio/print and Word-of-Mouth declined
- Social media is a tailored effort and represent growth channels
- Email marketing open rates are high
- Metrics/analysis emphasis allows for real-time feedback which allows for amplification or correction
- Survey results show significant increase in resident satisfaction with City information
- Increased Departmental campaign-level support paid dividends



2018 Case Study: Barrel District

- Placemaking Brainstorm
- Strategy
- Partnership
- Planning

Implementation

Results



2018 Case Study: Barrel District



2019 Tactical Recommendations

External Communications

1. Focus on Campaign Approach for High Yield Efforts
2. Focus on Community Enhancement Fund Projects and Fun
3. Focus on Departmental Support
4. Focus on Maintaining Regular and Meaningful Communication with our Residents and Key Stakeholders

Internal Communications

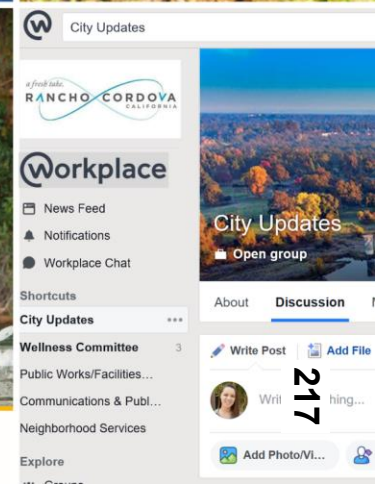
1. Focus on City Council and City Manager Support
2. Focus on City Team Communications



2019 Focus Areas

- **Campaign Efforts:** Amgen, Neighborhood Services
- **Media Relations:** Continue to leverage City assets to tell the good news stories
- **Social Media:** Continue to grow channels with emphasis on Facebook, Nextdoor and RCPD Twitter
- **New Publications/City Mailers**
- **Digital Content:** New look for Fresh News
- **Internal Communications:** Facebook Workplace
- **Departmental Support:** Strategic, news bureau
- **Metrics:** Continue daily measures, SEO; consider micro surveys

AGENDA ITEM 16.1



2019 Programming: Q1

Q1 Proactive Communications:

- 2019 Strategic Plan Development
- Rancho Cordova Luncheon – Mayor’s Presentation
- Amgen Tour of California Stage 2 Start
- All-America City Application
- TLG Presentation Planning
- Civic Center Communications
- City Publications – *UNCUT* (2nd ed.), Legislative brochure, Communications postcard, *Good Neighbor Guide* (2nd ed.)
- Neighborhood Services Education Campaign
- Public Works – Lyft, NTMP, RC Parkway, Cordova Creek
- RCPD – New Website
- Media Pitches – MACC, CEF, Comm Devt., Econ Devt.
- New City Giveaways, Logo Refresh

AGENDA ITEM 16.1

RANCHO CORDOVA EVENTS

a proud city of
RANCHO CORDOVA
CALIFORNIA



February 1 - 14, 2019

RANCHO CORDOVA NEWS

a proud city of
RANCHO CORDOVA
CALIFORNIA



February 2019

2019 Programming: Q2



THE RACE WATCH/ATTEN

Q2 Proactive Communications:

- Amgen Tour of California Stage 2 Start
- TLG Presentation
- Civic Center Communications
- Neighborhood Services Education Campaign
- Public Works – Chase/Coloma, Rod Beaudry/Routier, Zinfandel Complex
- Community Development – Building & Safety, DNS
- Media Pitches – Rebuild Day, Axe Throwing Bar, CEF, Softball Fields, Comm Devt., Econ Devt.
- Events – Kids Day, iFest (booth), 4th of July planning
- City Email Graphic

AGENDA ITEM 16.1



THREE THINGS TO-DO IN RANCHO CORDOVA



2019 Programming: Q3

Q3 Proactive Communications:

- City Video
- 4th of July – Media Relations, Social Media, Float, Activity
- Civic Center Communications
- Neighborhood Services Education Campaign
- Public Works – Folsom 4/5 Completion
- Community Development – Building & Safety Forms/Letters
- Media Pitches – CEF, ARP Triathlon, New Construction Update
- Instagram Photo Sweepstakes
- Publications – CEF Citizens Report, Comm Devt. Fact Sheet
- Events – Meteor Shower
- City Lobby Library Planning
- Energov



2019 Programming: Q4

Q4 Proactive Communications:

- Civic Center Communications
- Neighborhood Services Education Campaign
- RCPD – Holiday Star, CIC, Holiday Run
- Public Works – Zinfandel Complex, Stormwater Pipes
- Community Development – BofA building, Bingo Parlor, Industrial, Metal Cloak, Rio Del Oro
- Media Pitches – Heartstoppers, MACC RCAA + Jesse Reno
- State of the City
- Publications – CEF Citizens Report
- Events – CC Airshow, Christmas Tree Lighting (booth)
- 2020 Strategic Plan
- Energov
- New City Logo Development



Questions & Discussion

AGENDA ITEM 16.1

