

## **CITY OF RANCHO CORDOVA**



### **CITY COUNCIL MEETING Monday, October 20, 2025**

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

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

#### **How to Observe or Listen to the Meeting:**

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

#### **Public Comment**

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

Members of the public who wish to provide public comment via email will need to submit comments to [CityClerk@cityofranhocordova.org](mailto:CityClerk@cityofranhocordova.org) no later than 2:00 p.m. on Monday, October 20, 2025. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 p.m. will be distributed to the Council.

If you have questions related to the City Council Meeting, please contact the City Clerk's Office at (916) 851-8720 before Monday, October 20, 2025, at 2:00 p.m.

## **AGENDA**

### **1. REGULAR MEETING - CALL TO ORDER/ROLL CALL**

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

Pulipati

**2. METRO CABLE TV TELEVISION ANNOUNCEMENT**

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

**3. PLEDGE OF ALLEGIANCE**

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

**4. INVOCATION**

Leonardo Teyes with St. John Vianney School will give the invocation.

**5. PRESENTATIONS**

- 5.1. Presentation of Proclamation in Recognition of Explore Rancho Cordova's 10th Anniversary.
- 5.2. Presentation of Visit Rancho Cordova's Annual Report.
- 5.3. Vice Mayor Gatewood's Birthday on October 23, 2025.

**6. PUBLIC COMMENT**

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

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

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

**7. COUNCIL REPORTS**

**8. CITY MANAGER'S REPORT**

**9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE**

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of October 6, 2025.  
**Recommendation:** Adopt the minutes.
- 9.2. **Subject:** Second Reading of an Ordinance of the City Council of the City of Rancho Cordova, State of California Amending Title 23, Article 7 Site Planning and Development Standards of the City of Rancho Cordova Municipal Code.  
**Recommendation:** Waive the second reading and adopt the Ordinance.
- 9.3. **Subject:** A Resolution Authorizing the City Manager to Execute a Contract with Kimley-Horn and Associates, Inc. in an Amount not to Exceed \$285,000 for an Electric Vehicle (EV) Charging Needs Assessment and Network Planning Project Funded by the Sacramento Area Council of Government's Carbon Reduction Program.  
**Recommendation:** Adopt the Resolution.

- 9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-227 with Dokken Engineering in an Amount not to Exceed \$2,511,470 to Provide the Environmental and Civil Engineering Services for the North Campus Road Project.

**Recommendation:** Adopt the Resolution.

- 9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-221 with HDR Engineering, Inc. in an Amount not to Exceed \$1,000,000 for On-Call Professional Transportation Planning and Engineering Services, and Contract No. 2025-223 with W-Trans in an Amount not to Exceed \$1,000,000 for On-Call Professional Transportation Planning and Engineering Services, and Contract No. 2025-222 with Kittelson & Associates, Inc. in an Amount not to Exceed \$1,000,000 for On-Call Professional Transportation Planning and Engineering Services.

**Recommendation:** Adopt the Resolution.

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

None.

**11. PUBLIC HEARING ITEMS**

- 11.1. **Subject:** Public Hearing to Accept the Final Economic Subsidy Report Prepared Pursuant to Government Code Section 53083, and a Resolution to Terminate an Economic Development Subsidy in the Form of a Jobs and Talent Attraction Program Economic Incentive for Clutch and Rescind Resolution No. 88-2024.

**Recommendation:** Conduct a public hearing on an Economic Subsidy Report for a previously approved Jobs and Talent Attraction Program Economic Incentive Agreement for Clutch and accept the report. Adopt a Resolution to terminate the Jobs and Talent Attraction Program Economic Incentive Agreement and rescind Resolution No. 88-2024 which approved the Incentive Agreement between the City of Rancho Cordova and Clutch.

**12. REGULAR CALENDAR ITEMS**

- 12.1. **Subject:** Rancho Cordova Youth Center Update.

**Recommendation:** Receive the presentation.

- 12.2. **Subject:** Fiscal Year 2024-25 Preliminary Year End Financial Report and Budget Amendment.

**Recommendation:** Receive the report and adopt the Resolution approving the Fiscal Year 2024-25 Budget Amendment.

- 12.3. **Subject:** Legacy Project Discussion.

**Recommendation:** Receive presentation and provide feedback and direction.

**13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

**14. ADJOURNMENT**

**ADDITIONAL INFORMATION**

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

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

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

The agenda items are accessible on the City's website at [www.cityofranhocordova.org](http://www.cityofranhocordova.org) on Thursdays or Fridays prior to the Regular City Council Meeting.

#### **UPCOMING MEETINGS**

|                   |                                                 |
|-------------------|-------------------------------------------------|
| October 28, 2025  | 5:30 PM Special Meeting/Work Session            |
| November 3, 2025  | 4:00 PM Special Meeting/5:30 PM Regular Meeting |
| November 17, 2025 | 5:30 PM Regular Meeting                         |
| November 25, 2025 | 5:30 PM Special Meeting/Work Session            |
| December 1, 2025  | 4:00 PM Special Meeting/5:30 PM Regular Meeting |
| December 9, 2025  | 5:30 PM Special Meeting/Work Session            |
| December 16, 2025 | 5:30 PM Regular Meeting                         |

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

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

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

#### **CERTIFICATION OF POSTING OF AGENDA**

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the October 20, 2025, Regular Meeting of the Rancho Cordova City Council was posted and available for review on October 16, 2025, 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](http://www.cityofranhocordova.org).

Signed October 16, 2025, at Rancho Cordova, California.



Stacy Leitner, CMC  
City Clerk



CITY OF RANCHO CORDOVA



**CITY COUNCIL MEETING**  
**Monday, October 6, 2025**

**4:00 PM Special Meeting**  
**American River Room**

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

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

**DRAFT MINUTES**

**1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL**

Mayor Pulipati called the Special meeting to order in the American River Room at 4:05 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Joe Little (arrived at 4:29 p.m.), David Sander, and Mayor Siri Pulipati

Council Members Absent: None

Staff Members Present: Rachel Duhe, Stacy Leitner, Adam Lindgren, and Micah Runner

**2. PUBLIC COMMENT**

Mayor Pulipati stated that public comment would be taken after staff presentation of the item on the agenda.

**3. SPECIAL MEETING**

- 3.1. **Subject:** Discussion and Update on Public School Educational Opportunities and the Future of Education in Rancho Cordova.

**Recommendation:** Receive an update on the education opportunities in Rancho Cordova and provide direction.

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

## ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES  
Meeting of Monday, October 6, 2025

## ATTACHMENT 1

1. Derald Langwell
2. Conrade Mayer

Mayor Pulipati closed the public comment period.

**ACTION:** Motion to move forward with next steps for item 3.1. by Budge second by Gatewood;

Motion passed with a 4:1 vote.

**AYES:** Budge, Gatewood, Sander, and Pulipati

**NOES:** Little

**ABSENT:** None

**ABSTAIN:** None

### 4. ADJOURNMENT OF SPECIAL MEETING

Mayor Pulipati adjourned the meeting at 5:03 p.m.

### 5. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Pulipati called the Regular meeting to order in the David B. Roberts Council Chambers at 5:40 p.m.

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

Council Members Absent: None

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

### 6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

### 7. PLEDGE OF ALLEGIANCE

Neighborhood Services Manager Russell Ducharme led the pledge.

### 8. INVOCATION

Jasvi Patel and Aorna Patel with BAPS gave the invocation.

### 9. PRESENTATIONS

9.1. Presentation of Proclamation Recognizing Hindu Heritage Month and the Festival of Diwali.

9.2. Introduction of New Employees Jordan Townsend, Code Enforcement Officer I, by Brittany Mariscal, Code Enforcement Supervisor, Lucas McElwee, Neighborhood Services Technician II, by April Stevenson, Management Analyst I, and Tasha Toy, Neighborhood Services Technician II by Russell Ducharme, Neighborhood Services Manager.

### 10. PUBLIC COMMENT

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

1. Prapti Patel

## ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES  
Meeting of Monday, October 6, 2025

## ATTACHMENT 1

2. Amy Goodwin
3. Aayush Nayak
4. Sangeetha Shankar

Mayor Pulipati closed the public comment period.

Mayor Pulipati stated that Council Reports and City Manager Report would be taken at the end of the Council Meeting.

### 13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

**ACTION:** Motion to approve items 13.1 through 13.8 by Budge second by Little;  
Motion passed with a 5:0 vote.

- 13.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of September 15, 2025, and the Special City Council Meeting of September 23, 2025.  
**Recommendation:** Adopt the minutes.
- 13.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2025-83-1 with Bennett Engineering Services, Inc. to Increase the Contract Amount from \$132,324.00 to an Amount not to Exceed \$164,244.00 for Professional Engineering Services on the Highway Safety Improvement Project (HSIP) Cycle 12 Traffic Signals Enhancements Project.  
**Recommendation:** Adopt the Resolution.
- 13.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2024-39-1 with Tetra Tech, Inc. to Extend the Contract Term and Increase the Contract Amount from \$738,900.68 to an Amount not to Exceed \$1,104,041.33 for the Environmental Engineering Services for the Soil Remediation Project Construction at 10153-10179 Folsom Boulevard.  
**Recommendation:** Adopt the Resolution.
- 13.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2025-6-1 with NORR Associates, Inc. to Increase the Contract Amount from \$90,800 to an Amount not to Exceed \$120,400 for the City Hall First Floor Tenant Improvement Project Architectural Design, Fire Sprinkler and Alarm Drawings.  
**Recommendation:** Adopt the Resolution.
- 13.5. **Subject:** A Resolution Authorizing the City Manager to Execute an Agreement with Ascent Environmental, Inc. for a Mixed-Use & Multi-family Housing Study in an Amount Not to Exceed \$185,000.  
**Recommendation:** Adopt the Resolution.
- 13.6. **Subject:** A Resolution Approving a New Public Road Connection at Rancho Cordova Parkway to U.S. Route 50 between Postmile 12.5 and Postmile 15.8 for the Rancho Cordova Parkway Interchange Project.  
**Recommendation:** Adopt the Resolution.
- 13.7. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-336-5 with Dewberry Engineers Inc. to Increase the Contract Amount by \$164,319.63 to an Amount not to Exceed \$344,020.60 for Professional Engineering Services on the Mather Field Road Enhancements Phase 2 Project.

## ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES  
Meeting of Monday, October 6, 2025

## ATTACHMENT 1

**Recommendation:** Adopt the Resolution.

- 13.8. **Subject:** A Resolution to Approve the Execution of a Fiscal Year 2024 Community Project Funding Grant Agreement with the United States Department of Housing and Urban Development to Receive Grant Funds in the Amount of \$1,000,000 for the Mather Veterans Village Phase 4 Project.

**Recommendation:** Adopt the Resolution.

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

None.

### 15. PUBLIC HEARING ITEMS

- 15.1. **Subject:** Fite Circle Digital Billboard Sign - Zoning Text Amendment, Conditional Use Permit, Minor Design Review and Operating Agreement (Mitigated Negative Declaration Prepared Pursuant to Article 6 of the California Environmental Quality Act) - Project No. PLND-1124-0113-3127 Fite Circle; APN: 077-0330-039-0000.

**Recommendation:** Certify the Initial Study/Mitigated Negative Declaration that was prepared and circulated pursuant to the California Environmental Quality Act (CEQA) and adopt the Mitigation Monitoring and Reporting Program (MMRP), waive the first reading and introduce the Ordinance for the Digital Freeway Sign Overlay zoning text amendment for Section 23.743.150; adopt the Resolution for the Fite Circle Digital Billboard Sign Zoning Text Amendment, Conditional Use Permit and Minor Design Review; and approve the Fite Circle Digital Billboard Sign Operating Agreement.

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

1. Annette Orella
2. Mike Marando
3. Dan DeShong
4. Julie Hagan-Belka
5. Erin Obrien
6. Amy Lerseth
7. Jen Laret
8. Terry Lee
9. Cesar Limon
10. Diann Rogers
11. Rod Borba
12. Dennis Grammith
13. Beth Terrill
14. Michele Buettner
15. Melanie Freer
16. Mindy Andrews
17. James Garcia
18. Helen Whelan-Bashaw
19. Russ Johnson
20. Carrie Johnson
21. Will Logo
22. James Garcia
23. Beau Paley and Charles Bekc
24. Beau Palley
25. Tera Kolvenbach
26. Sheryl Longsworth

## ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES  
Meeting of Monday, October 6, 2025

## ATTACHMENT 1

Mayor Pulipati closed the public comment period.

**ACTION:** Motion to approve item 15.1. by Budge second by Gatewood;  
Motion approved with a 4:1 vote.

**AYES:** Budge, Gatewood, Sander, and Pulipati

**NOES:** Little

**ABSENT:** None

**ABSTAIN:** None

### 16. REGULAR CALENDAR ITEMS

- 16.1. **Subject:** Presentation of the Proposed Sacramento County Homeless & Housing Partnership Model.

**Recommendation:** Receive presentation, provide comments and feedback.

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

**ACTION:** Input was received regarding the Proposed Sacramento County Homeless & Housing Partnership Model.

- 16.2. **Subject:** Presentation from Cordova Community Council Foundation on Fiscal Year 2024-25 Outcomes and Accomplishments and a Resolution Authorizing the City Manager to Execute the Fourth Restated Grant Agreement with the Cordova Community Council Foundation.

**Recommendation:** Receive information and adopt the Resolution.

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

1. Jen Laret
2. Melanie Freer
3. Jim Sullivan
4. Jim Hunter
5. Cheryl Gleason
6. Rod Borba
7. Helen Whelan-Bashaw
8. James Garcia
9. Anu Aaltonen-Bond
10. Linda Burkholder
11. Mark Shetler
12. Tera Kolvenbach
13. Sheryl Longsworth

Mayor Pulipati closed the public comment period.

**ACTION:** Motion to approve item 16.2 by Budge second by Gatewood;  
Motion passed with a 4:1 vote.

**AYES:** Budge, Gatewood, Sander, and Pulipati

**NOES:** Little

**ABSENT:** None

**ABSTAIN:** None

## ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES  
Meeting of Monday, October 6, 2025

## ATTACHMENT 1

- 16.3. **Subject:** Discussion and Possible Adoption of a Resolution Adopting a Code of Conduct for the City Council, City Commissions, and City Boards.  
**Recommendation:** Adopt the Resolution.

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

1. James Garcia
2. Helen Whelan-Bashaw

Mayor Pulipati closed the public comment period.

**ACTION:** Motion to approve item 16.3 by Budge second by Gatewood;  
Motion passed with a 5:0 vote.

### 11. COUNCIL REPORTS

Council reported on events since the last meeting.

### 12. CITY MANAGER REPORT

City Manager Micah Runner gave his report.

### 17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Request for a Subcommittee for Arena Planning and Business Park.

### 18. ADJOURN TO CLOSED SESSION

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

Mayor Pulipati adjourned the meeting to closed session at 9:16 p.m.

### 19. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Pulipati called the closed session to order at 9:16 p.m.

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

Council Members Absent: None

Staff Members Present: Adam Lindgren and Micah Runner

### 20. CLOSED SESSION

Council met in closed session to discuss the following item:

- 20.1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(Two cases).

Mayor Pulipati left the meeting at 9:25 p.m.

### 21. OPEN SESSION - REPORT FROM CLOSED SESSION

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

### 22. ADJOURNMENT

Vice Mayor Gatewood adjourned the meeting in memory of Joseph Sylvester at

**ITEM 9.1.**

Rancho Cordova City Council - DRAFT MINUTES  
Meeting of Monday, October 6, 2025

9:28 p.m.

**ATTACHMENT 1**

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Stacy Leitner, CMC  
City Clerk

# MEMORANDUM



## ITEM 9.2.

**DATE:** October 20, 2025  
**TO:** Honorable Mayor and Council Members  
**FROM:** Nicholas Sosa, Senior Planner  
**SUBJECT:** **SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA AMENDING TITLE 23, ARTICLE 7 SITE PLANNING AND DEVELOPMENT STANDARDS OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE**

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### **RECOMMENDATION**

Waive the second reading and adopt the Ordinance.

### **RESULT OF RECOMMENDED ACTION**

Adoption of the Ordinance would amend Title 23 Zoning Code, Article 7 Site Planning and Development Standards, Section 23.743.150 Digital Freeway Signs Overlay to include an additional area to the existing Digital Freeway Sign Overlay.

### **BACKGROUND**

On October 6, 2025, the City Council waived the first reading and passed to a second reading of the Ordinance.

### **FISCAL IMPACT AND FUNDING SOURCE**

There is no fiscal impact.

### **ATTACHMENT(S)**

1. Ordinance
2. Exhibit A to the Ordinance - Zoning Text
3. Zoning Text Amendment (Track Changes)



## CITY OF RANCHO CORDOVA

## ORDINANCE NO. XX-2025

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA FOR AN AMENDMENT TO TITLE 23, ZONING CODE, ARTICLE 7 SITE PLANNING AND DEVELOPMENT STANDARDS OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:****Section 1. Purpose and Declarations.**

**WHEREAS**, the Applicant is requesting a minor modification to the Rancho Cordova Municipal Code to amend the language within Section 23.743.150 Signs; and

**WHEREAS**, the requested amendment creates an additional zone within the Digital Freeway Sign Overlay along US Highway 50 at the west entrance to the city, along with supporting text modifications to describe this new zone; and

**WHEREAS**, the Zoning Text Amendment adopted by this Ordinance (attached hereto as Exhibit A) complies with the requirements of California Government Code Sections 65451 and 65454 and its adoption complies with Government Code Section 65453; and

**WHEREAS**, in accordance with Government Code Section 65454, the proposed Zoning Text Amendment has been determined to be consistent with the city's General Plan; and

**WHEREAS**, the City Council held a properly noticed public hearing at which it received a report from city staff regarding the requested Zoning Text Amendment; and

**WHEREAS**, the public hearing was noticed in accordance with the requirements set forth in Government Code Section 65090 and 65091.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:****Section 2. Findings.** This Ordinance is adopted pursuant to the following findings:

- A. **CEQA Compliance.** In accordance with the California Environmental Quality Act (CEQA) (Public Resource Code Section 2100 et. seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000 et. Seq.), a Draft Initial Study/Mitigated Negative Declaration (IS/MND) (SCH# 2025061343) was prepared and circulated for the required 30-day review period, from June 27, 2025, to July 28, 2025. Areas identified in the Draft IS/MND that required mitigation measures to avoid potentially significant impacts on the environment were Air Quality, Biological Resources, Cultural Resources, Geology and Soils and Tribal Cultural Resources. Mitigation measures to address these impacts include standard reductions to construction emissions, bird surveys prior to construction, construction crew training and protocols in the event of unanticipated discoveries during ground disturbance.

The city sent out a Notice of Intent when the Mitigated Negative Declaration was released for the 30-day public comment period. A Public Hearing Notices was mailed out

regarding the October 6, 2025, City Council meeting. The radius list notification for the meeting meets the minimum requirement of 500 feet from the project boundary, as required by Section 23.11.120 B.4. of the Rancho Cordova Municipal Code.

During the public review period, 2 email comments were received, one from Sacramento Area Sewer District and one from a resident of Rancho Cordova. As a result of comments received, there were no substantial revisions made to the Draft IS/MND that required recirculation of the document. The revisions proposed in the Final IS/MND do not meet the criteria for recirculation provided in Section 15073.5(c) of the CEQA Guidelines, nor were project revisions required based upon the comments received. Responses were drafted for all comments received and have been included as an attachment to the project.

**B. Finding: The proposed amendment is consistent with the General Plan.**

Evidence: The Amendment would add an additional zone to the Digital Freeway Sign Overlay. The new zone would be located within the Folsom Boulevard Planning Area (FBPA) of the General Plan, which is intended to provide redevelopment opportunities and take advantage of the area's proximity to the light rail and US Highway 50. The proposed amendment is in line with the intent of the FBPA as the proposed zone would add to the redevelopment along the highway and contribute to the vibrant corridor encouraged by the Planning Area.

**C. Finding: The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the city.**

Evidence: The Amendment would create a new zone within the Digital Freeway Sign Overlay along US Highway 50 near Bradshaw Road. The new zone is not directly adjacent to any existing residential areas and is surrounded by office industrial buildings/uses. In combination with this amendment, an application has also been received for a new digital billboard sign which completed a Mitigated Negative Declaration (MND) as part of their CEQA analysis to ensure that no impacts were generated from this project. The MND concluded that the area would not be significantly impacted by the proposal. Any future changes or projects would also be required to complete a similar analysis.

**D. Finding: The amendment has been reviewed in compliance with the provisions of CEQA**

Evidence: The amendment has been included as part of the larger Fite Circle Digital Billboard project. The project has completed a Mitigated Negative Declaration (MND) to determine any significant impacts for the surrounding area. The MND was publicly circulated from June 27, 2025, to July 28, 2025, with 2 comments received from the public. The comments received did not result in significant changes to the MND, however a response to comments attachment was included as part of the project package. Overall, the MND determined that there were no significant impacts to the area.

- E. **Finding:** If a text amendment, the amendment is internally consistent with other applicable provisions of this zoning code.

Evidence: The proposed amendment would modify Section 23.743.150 of the Rancho Cordova Municipal Code to add a new zone as part of the Digital Freeway Sign Overlay. The amendment is only to add the zone to provide added opportunities within the city and would not modify any existing standards or regulations required for Digital Freeway signs. Any signs proposed within this new zone would still be required to adhere to all applicable standards within the code. Therefore, the proposed amendment would be consistent with other applicable provisions of the Zoning Code.

**Section 3.** Amendments to Title 23 Zoning Code.

The City Council hereby adopts the amendments to Title 23 Zoning Code of the Rancho Cordova Municipal Code, as shown and incorporated in Exhibit A to this Ordinance.

**Section 4.** Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

**Section 5.** Effective Date.

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 its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova this 20<sup>th</sup> day of October 2025 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Siri Pulipati, Mayor

**ITEM 9.2.**

**ATTACHMENT 1**

**ATTEST:**

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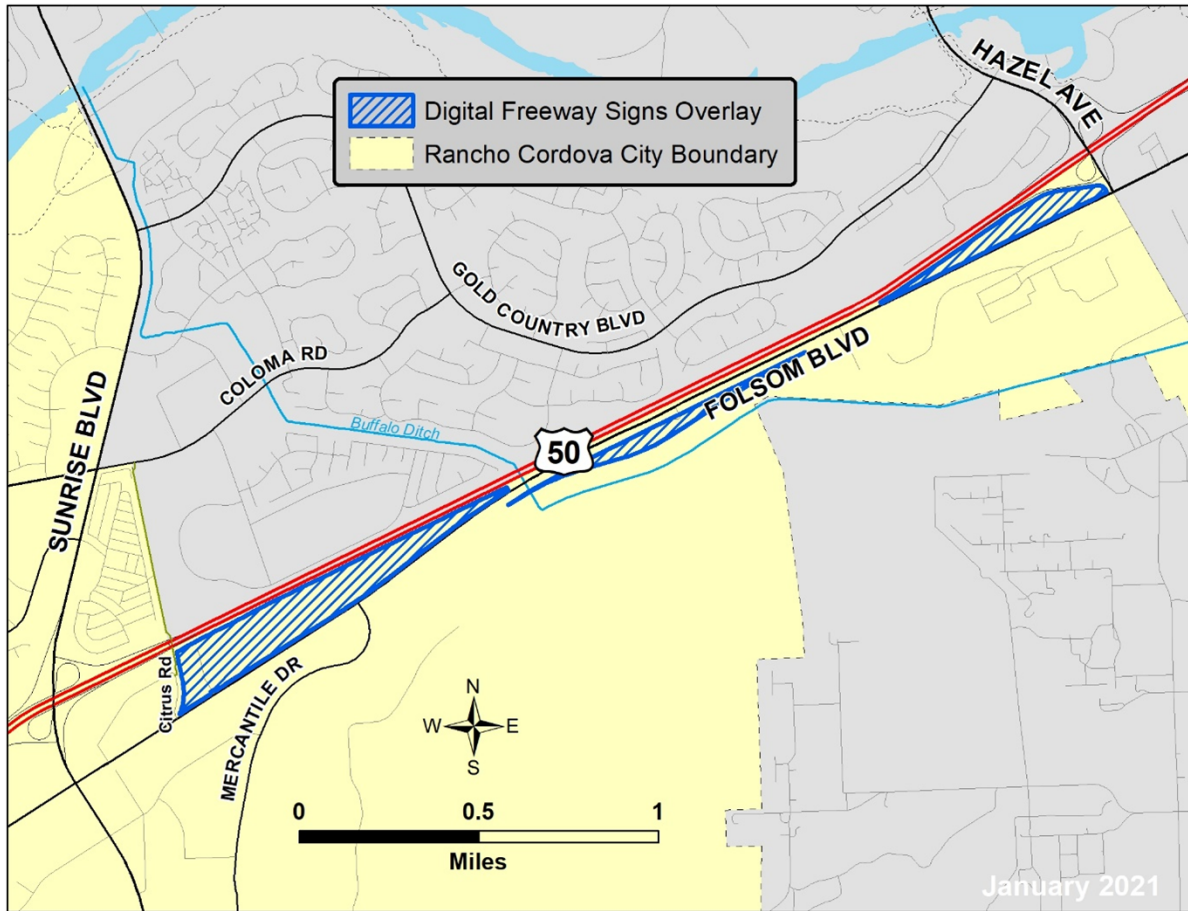
Stacy Leitner, CMC  
City Clerk

**23.743.150 Digital freeway signs overlay.**  SHARE

A. Purpose and Designation. The digital freeway signs overlay is hereby established to enable the consideration of digital freeway signs in certain, specific locations within the city. Digital freeway signs located within the overlay area that meet the development standards established below may be permitted through a conditional use permit. Digital freeway signs are only allowed as billboard relocations or as conversions of an existing billboard in place.

B. Location. The digital freeway signs overlay encompasses four specific geographies in the city. As seen in Figure 23.743-4, the Sunrise Boulevard area is bound by Highway 50 on the north, Folsom Boulevard on the south, Citrus Road on the west, and the terminus of the industrially zoned parcels on the east. Also, as seen in Figure 23.743-4, the Hazel Avenue area is bound by Highway 50 on the north, Folsom Boulevard on the south, and Hazel Avenue on the east. The mineshaft area is bound by Folsom Boulevard to the north, the Folsom South canal to the south, the western property boundary of the mineshaft property to the west and the eastern property boundary of the mineshaft property to the east. The Bradshaw area is bounded by Highway 50 to the south, Business Park Drive to the west, Business Park Drive and Fite Circle to the North, and the eastern edges of the industrial zoned property on Fite Circle. Digital freeway signs proposed outside of these four specific areas are prohibited.

Figure 23.743-4: Digital Freeway Signs Overlay Locations



Sunrise Blvd, Folsom Blvd and Hazel Ave Areas

**ATTACHMENT 2**  
**Exhibit A to the Ordinance**



1. Legally existing billboards may be refurbished to become a digital freeway sign, subject to the development standards below and issuance of a conditional use permit.

- Page 19 of 204

freeway sign. Such covering shall be simple and streamlined in material and design so as to not call further attention to the sign.

g. Message Display. Digital freeway signs shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing or scintillating lighting, or varying light intensity.

h. Minimum Display Time. Each message on the sign must be displayed for a minimum of eight seconds.

i. Illumination. Digital freeway signs shall not operate at brightness levels of more than 0.3 foot-candles above ambient light, as measured using a foot-candle meter at a distance of 250 feet from the sign face. Each digital display area shall have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout the day.

j. Aesthetics. The sign will not require substantial trimming or reduction of existing vegetation and landscaping. The sign will not obstruct or obscure on-site signs on the same or adjacent properties.

k. Traffic Safety. The sign shall not create a visibility hazard to traffic on adjacent streets, freeways, or parking areas. The sign will not reduce parking availability as required by this title. The sign will not interfere with on-site vehicular circulation.

l. Future Technologies. There may be alternate, preferred, or superior technology available in the future to illuminate digital freeway signs. These alternate technologies may be incorporated into existing legally permitted digital freeway signs in the future without additional permissions from the council so long as (i) the requisite maximum brightness standards are met and (ii) no exterior physical change to the digital display area will occur. The owner is responsible for obtaining any required ministerial permits for technology improvements as required by applicable code standards. The city will expedite any such required approvals for technology that is superior in energy efficiency over previous generations or types.

m. Community Messaging. The city shall be provided with access to a portion of the total available display time to allow the city to present messages of community interest. This access shall also include other appropriate agencies for the purpose of displaying public safety messages such as "Amber Alert" messages and emergency-disaster communications.

n. Quality and Maintenance Plan. The applicant must establish a quality and maintenance plan in order to ensure implementation of all above-listed development



## ITEM 9.2.

## ATTACHMENT 2 Exhibit A to the Ordinance

standards and to assure the proper maintenance and repair of the digital freeway sign as needed.

2. Billboard Removal. For every one digital freeway sign installed, the applicant must permanently remove at least four legally existing billboard structures (each of which may have more than one billboard sign face) within the city prior to operation of the digital freeway sign. An existing billboard being refurbished as a digital freeway sign may count as one of the four required permanent removals.

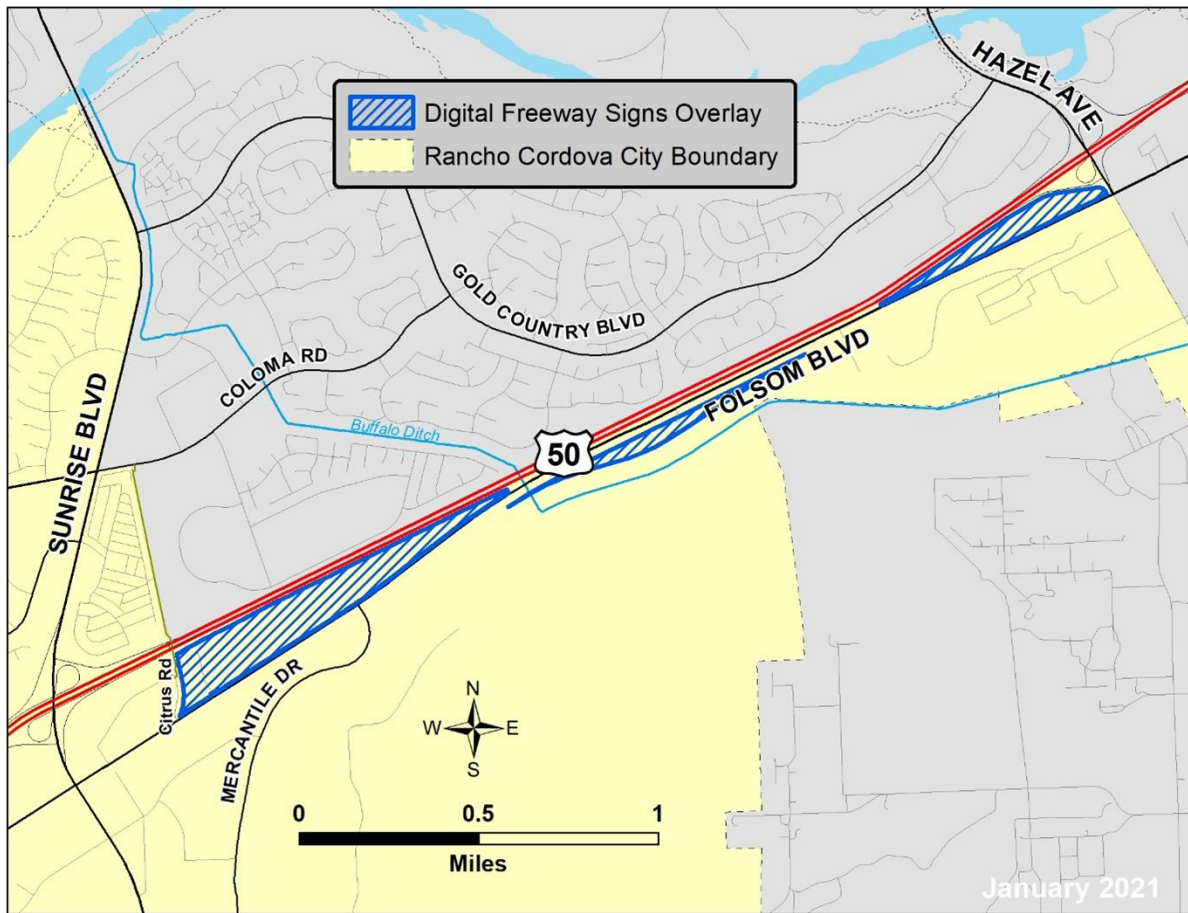
3. Operating Agreement. At the applicant's request, the city and applicant may enter into an operating agreement in conjunction with the issuance of a conditional use permit for a digital freeway sign. The city and applicant may use the operating agreement, on a case-by-case basis, to deviate from the development standards in subsection (C)(1) of this section or reduce the required billboard removals under subsection (C)(2) of this section. The council will only approve an operating agreement if it determines that the operating agreement achieves community benefits that are equivalent to those that would be achieved through strict compliance with subsection (C)(1) or (C)(2) of this section. [Ord. 1-2021 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2014 § 3 (Exh. C); Ord. 23-2012 § 3 (Exh. A); Ord. 16-2012 § 3 (Exh. A)].

**23.743.150 Digital freeway signs overlay.**  SHARE

A. Purpose and Designation. The digital freeway signs overlay is hereby established to enable the consideration of digital freeway signs in certain, specific locations within the city. Digital freeway signs located within the overlay area that meet the development standards established below may be permitted through a conditional use permit. Digital freeway signs are only allowed as billboard relocations or as conversions of an existing billboard in place.

B. Location. The digital freeway signs overlay encompasses ~~three~~four specific geographies in ~~the northeastern area of~~ the city. As seen in Figure 23.743-4, the Sunrise Boulevard area is bound by Highway 50 on the north, Folsom Boulevard on the south, Citrus Road on the west, and the terminus of the industrially zoned parcels on the east. Also, as seen in Figure 23.743-4, the Hazel Avenue area is bound by Highway 50 on the north, Folsom Boulevard on the south, and Hazel Avenue on the east. The mineshaft area is bound by Folsom Boulevard to the north, the Folsom South canal to the south, the western property boundary of the mineshaft property to the west and the eastern property boundary of the mineshaft property to the east. The Bradshaw area is bounded by Highway 50 to the south, Business Park Drive to the west, Business Park Drive and Fite Circle to the North, and the eastern edges of the industrial zoned property on Fite Circle. Digital freeway signs proposed outside of these ~~four~~three specific areas are prohibited.

Figure 23.743-4: Digital Freeway Signs Overlay Locations



Sunrise Blvd, Folsom Blvd and Hazel Ave Areas



### Bradshaw Area

#### C. Development Standards.

1. Legally existing billboards may be refurbished to become a digital freeway sign, subject to the development standards below and issuance of a conditional use permit.

a. Number of Faces. A digital freeway sign may consist of, at most, two digital display areas, each positioned to be visible only by opposing directions of traffic. Double-faced signs shall not have an interior angle between the face of the panels greater than 45 degrees.

b. Height. The maximum height shall be 60 feet.

c. Area. The maximum area of each digital display area is 672 square feet.

d. Distance between Signs. No digital freeway sign shall be located within 2,500 feet of any other digital freeway sign within the city limits.

e. Sign Structure. The sign structure supporting and surrounding the digital display area shall be as small as feasibly possible so as to avoid any unnecessary height or width to the sign. The sign structure shall not add stylistic or architectural detailing to further call attention to the sign.

f. Pole Cladding. Decorative pole covering is required for newly constructed digital freeway signs as well as any existing traditional billboard that is converted to a digital

freeway sign. Such covering shall be simple and streamlined in material and design so as to not call further attention to the sign.

g. Message Display. Digital freeway signs shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing or scintillating lighting, or varying light intensity.

h. Minimum Display Time. Each message on the sign must be displayed for a minimum of eight seconds.

i. Illumination. Digital freeway signs shall not operate at brightness levels of more than 0.3 foot-candles above ambient light, as measured using a foot-candle meter at a distance of 250 feet from the sign face. Each digital display area shall have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout the day.

j. Aesthetics. The sign will not require substantial trimming or reduction of existing vegetation and landscaping. The sign will not obstruct or obscure on-site signs on the same or adjacent properties.

k. Traffic Safety. The sign shall not create a visibility hazard to traffic on adjacent streets, freeways, or parking areas. The sign will not reduce parking availability as required by this title. The sign will not interfere with on-site vehicular circulation.

l. Future Technologies. There may be alternate, preferred, or superior technology available in the future to illuminate digital freeway signs. These alternate technologies may be incorporated into existing legally permitted digital freeway signs in the future without additional permissions from the council so long as (i) the requisite maximum brightness standards are met and (ii) no exterior physical change to the digital display area will occur. The owner is responsible for obtaining any required ministerial permits for technology improvements as required by applicable code standards. The city will expedite any such required approvals for technology that is superior in energy efficiency over previous generations or types.

m. Community Messaging. The city shall be provided with access to a portion of the total available display time to allow the city to present messages of community interest. This access shall also include other appropriate agencies for the purpose of displaying public safety messages such as "Amber Alert" messages and emergency-disaster communications.

n. Quality and Maintenance Plan. The applicant must establish a quality and maintenance plan in order to ensure implementation of all above-listed development

standards and to assure the proper maintenance and repair of the digital freeway sign as needed.

2. Billboard Removal. For every one digital freeway sign installed, the applicant must permanently remove at least four legally existing billboard structures (each of which may have more than one billboard sign face) within the city prior to operation of the digital freeway sign. An existing billboard being refurbished as a digital freeway sign may count as one of the four required permanent removals.

3. Operating Agreement. At the applicant's request, the city and applicant may enter into an operating agreement in conjunction with the issuance of a conditional use permit for a digital freeway sign. The city and applicant may use the operating agreement, on a case-by-case basis, to deviate from the development standards in subsection (C)(1) of this section or reduce the required billboard removals under subsection (C)(2) of this section. The council will only approve an operating agreement if it determines that the operating agreement achieves community benefits that are equivalent to those that would be achieved through strict compliance with subsection (C)(1) or (C)(2) of this section. [Ord. 1-2021 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2014 § 3 (Exh. C); Ord. 23-2012 § 3 (Exh. A); Ord. 16-2012 § 3 (Exh. A)].



# MEMORANDUM



## ITEM 9.3.

**DATE:** October 20, 2025  
**TO:** Honorable Mayor and Council Members  
**FROM:** Ka Vang, Management Analyst  
Stefan Heisler, Housing Manager  
**SUBJECT:** **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$285,000 FOR AN ELECTRIC VEHICLE (EV) CHARGING NEEDS ASSESSMENT AND NETWORK PLANNING PROJECT FUNDED BY THE SACRAMENTO AREA COUNCIL OF GOVERNMENT'S CARBON REDUCTION PROGRAM**

### RECOMMENDATION

Adopt the Resolution.

### RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to Execute a Contract with Kimley-Horn and Associates, Inc. in an amount not to exceed \$285,000 to complete an Electric Vehicle (EV) charging needs assessment and develop a strategic network plan. This planning effort would guide the expansion of EV infrastructure, identify implementation barriers, and support the city's climate goals.

### BACKGROUND

The City of Rancho Cordova was awarded a total of \$252,310 for an Electric Vehicle (EV) Charging Needs Assessment and Network Planning Project under the Carbon Reduction Program administered by the Sacramento Area Council of Governments (SACOG). This funding includes \$252,310 in federal funds administered by SACOG and \$32,690 in required local match, for a total project budget of \$285,000.

The study will assess existing conditions, identify underserved areas, engage stakeholders, and recommend future charging station types and locations—especially in multifamily housing, workplaces, and disadvantaged communities. The final deliverable will include an actionable implementation plan aligned with the city's Climate Action and Adaptation Plan (CAAP).

Key project tasks include:

- Creating an inventory of current EV infrastructure and adoption rates
- Conducting public and stakeholder engagement

- Analyzing EV charging gaps with a focus on disadvantaged and pollution-burdened areas
- Drafting an EV charging network expansion strategy
- Providing policy and incentive recommendations

This work directly supports the city's CAAP goal to install 1,500 public and private EV chargers by 2030 and aligns with regional and state climate goals.

**FISCAL IMPACT AND FUNDING SOURCE**

The city is required to contribute a local match of \$32,690, which will be funded through the General Fund and primarily consist of already budgeted staff time.

**ATTACHMENT(S)**

1. Resolution



**CITY OF RANCHO CORDOVA**

**RESOLUTION NO. XX-2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$285,000 FOR THE ELECTRIC VEHICLE CHARGING NEEDS ASSESSMENT AND NETWORK PLANNING PROJECT**

**WHEREAS**, the Sacramento Area Council of Governments (SACOG), through its administration of the Regional Carbon Reduction Program (CRP), awarded the City of Rancho Cordova (City) federal funding in the amount of \$252,310 for the Electric Vehicle (EV) Charging Needs Assessment and Network Planning Project (Project); and

**WHEREAS**, this Project supports implementation of the City's Climate Action and Adaptation Plan (CAAP) by identifying strategies to increase EV adoption, reduce greenhouse gas emissions, and expand access to EV infrastructure in underserved communities; and

**WHEREAS**, the total Project budget is \$285,000, which includes a local match requirement of \$32,690; and

**WHEREAS**, the planning study is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15262 (feasibility and planning studies), and does not commit the city to a specific project or action with a potential significant effect on the environment; and

**WHEREAS**, the City Council wishes to authorize the City Manager, or their designee, to execute all necessary agreements and documentation to carry out the purposes of the Project, including procurement, contracting, and grant compliance activities.

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

**Section 1.** The EV Charging Needs Assessment and Network Planning Project is exempt from CEQA under CEQA Guidelines Section 15262, which allows for planning studies for possible future actions that the City has not approved, adopted, or funded.

**Section 2.** The City Manager, or their designee, is authorized to execute all necessary documents, contracts, and agreements, including the Program Supplement and consultant contracts, in forms approved by the City Attorney in an amount not to exceed \$285,000 to implement the Project.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 20<sup>th</sup> day of October 2025 by the following vote:

**AYES:**

**NOES:**

**ITEM 9.3.**

**ATTACHMENT 1**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

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Stacy Leitner, CMC  
City Clerk

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Siri Pulipati, Mayor

# MEMORANDUM



## ITEM 9.4.

**DATE:** October 20, 2025  
**TO:** Honorable Mayor and Council Members  
**FROM:** Albert Stricker, Public Works Director  
Kristine Courdy, Senior Civil Engineer  
**SUBJECT:** **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-227 WITH DOKKEN ENGINEERING IN AN AMOUNT NOT TO EXCEED \$2,511,470 TO PROVIDE THE ENVIRONMENTAL AND CIVIL ENGINEERING SERVICES FOR THE NORTH CAMPUS ROAD PROJECT**

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### **RECOMMENDATION**

Adopt the Resolution.

### **RESULT OF RECOMMENDED ACTION**

Adoption of the Resolution and awarding the design contract would initiate the design of North Campus Road, a critical connection to future developments that will promote livability and quality of life in Rancho Cordova.

### **BACKGROUND**

The North Campus Road is an approximately one-mile roadway segment south of Chrysanthy Boulevard that runs east/west between Rancho Cordova Parkway and Americanos Boulevard (see Attachment 3 for the project area map). This roadway segment is a critical connection to future developments and a potential school site that will promote livability and quality of life in Rancho Cordova. The ultimate configuration of North Campus Road will be four-lanes, however a two-lane configuration is proposed in the interim based on the status of the proposed developments. The Project also includes designing a small connection of Americanos Boulevard to North Campus Road.

The city established an on-call short list for engineering and environmental services in 2024 based on a competitive process. Seven firms were short listed based on their qualifications. Dokken Engineering has been selected as the most qualified firm to design this project based on their experience with similar projects, their proposed project team, and ability to deliver successful projects.

The proposed schedule is to initiate environmental services, right of way services, and civil engineering design in fall of 2025 with the expected initial phase of design completing in late 2027.

### **FISCAL IMPACT AND FUNDING SOURCE**

Funding for the design of this Project consists of Traffic Mitigation Impact Fees is included in the current FY 2025-30 Capital Improvement Plan.

### **ATTACHMENT(S)**

1. Resolution
2. Professional Services Agreement
3. Project Area Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-227 WITH DOKKEN ENGINEERING FOR ON CALL SERVICES IN AN AMOUNT NOT TO EXCEED \$2,511,470 FOR THE NORTH CAMPUS ROAD PROJECT**

**WHEREAS**, the City of Rancho Cordova desires to enter into Contract No. 2025-227 with Dokken Engineering in an amount not to exceed \$2,511,470 for on-call engineering and design services for the North Campus Road Project; and

**WHEREAS**, the project includes initiating environmental services, right of way services, and civil engineering design of the North Campus Road Project; and

**WHEREAS**, funding for this project consists of Traffic Mitigation Impact Fees is included in the current FY 2025-30 Capital Improvement Plan; and

**WHEREAS**, the services will exceed the maximum amount the City Manager has authorization to approve.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** does authorize the City Manager to execute Contract No. 2025-227 with Dokken Engineering in an amount not to exceed \$2,511,470 in a form approved by the City Attorney for the North Campus Road Project.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 20<sup>th</sup> day of October 2025 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

\_\_\_\_\_  
Siri Pulipati, Mayor

\_\_\_\_\_  
Stacy Leitner, CMC  
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF RANCHO CORDOVA AND DOKKEN ENGINEERING**

THIS AGREEMENT (hereinafter referred to as "Agreement") for professional services is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and Dokken Engineering, ("Professional") as of October 20, 2025.

**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 Services attached as Exhibit A ("Services") at the time and place and in the manner as specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2028, the date of completion specified in Exhibit A. Professional shall complete the services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed two million five hundred and eleven thousand, four hundred and seventy dollars and zero cents: (\$2,511,470.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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 Invoice.** 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 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

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

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

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

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless

the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth shall not exceed the amount in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 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 10, 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.

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

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

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



this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

\_\_\_\_\_  
**Initial**

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

- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
  - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

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

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Initial

#### 4.4 All Policies Requirements.

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

- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

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

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

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

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

## **SECTION 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.**

- 5.1 General Requirements.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers

from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

## **SECTION 6. STATUS OF PROFESSIONAL.**

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

not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

## **SECTION 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. 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.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee,

applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

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

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

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

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

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

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
  - 8.6.3** Retain a different Professional to complete the services described in Exhibit A not finished by Professional; and
  - 8.6.4** Charge Professional the difference between the cost to complete the services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

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

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

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

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of

Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**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 Kristine Courdy ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.**

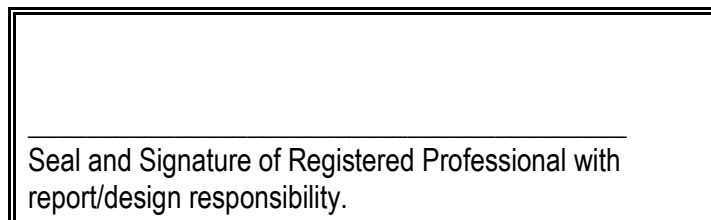
Any written notice to City shall be sent to:

ATTN: Kristine Courdy  
City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

Any written notice to Professional shall be sent to:

ATTN: Ashley Orsaba-Finders  
110 Blue Ravine Rd #200  
Folsom, CA 95630  
Email Address: [MWeldy@dokkenengineering.com](mailto:MWeldy@dokkenengineering.com)

**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.



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

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

**CITY OF RANCHO CORDOVA**

**PROFESSIONAL**

\_\_\_\_\_  
**Micah Runner**, City Manager

\_\_\_\_\_  
John Klemunes, President

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

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

Attest:

\_\_\_\_\_  
**Stacy Leitner**, CMC, City Clerk

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

Approved as to Form:

\_\_\_\_\_  
**Adam U. Lindgren**, City Attorney

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

**EXHIBIT A**  
**SCOPE OF SERVICES**



## Scope of Work

### TASK 1 - PROJECT MANAGEMENT AND COORDINATION

Dokken will coordinate and attend meetings with the City's Project Manager and other required representatives from affected stakeholders as deemed necessary by the City's Project Manager. Dokken will prepare minutes for each meeting and distribute them to the City's Project Manager and other attendees. Dokken will perform all project management coordination necessary to maintain the Project Schedule.

#### *Task 1.1 Project Management*

Dokken shall prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the City. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and schedule completion target dates. Dokken shall mail a progress report with each monthly invoice. Dokken shall provide a detailed project baseline schedule indicating milestones, major activities, critical path tasks, and deliverables to the City for review and comments. Dokken shall update the schedule as required and provide updated schedules at each PDT.

#### *Task 1.2 Meetings and Coordination*

Dokken shall coordinate and attend Project Development Team (PDT) meetings with the City staff and other representatives from agencies and stakeholders. PDT meetings will be held bi-monthly, as appropriate. Meeting minutes shall be prepared by the Dokken for each meeting and distributed to the City's Project Manager and attendees. An Action Item List and a Deliverables Status Matrix shall be prepared and updated for each PDT meeting.

#### *Task 1.3 Quality Assurance and Quality Control*

Dokken shall have a quality control plan in effect during the entire course of the project. Dokken shall develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans shall also be checked, corrected, and back-checked for accuracy and completeness. Dokken shall review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format, and content are completed in accordance with current standards. Dokken shall provide Quality Control (QC) documentation with each submittal.

#### *Deliverables:*

- ✓ Project schedule
- ✓ Monthly progress reports
- ✓ Meeting agendas and minutes

### TASK 2 – SURVEY

#### *Task 2.1 Topographic Survey*

**Control** - UNICO will utilize City approved NAD83 California State Plane Coordinate System and NAVD88 elevation datums for the project or any existing project control from nearby development for overall consistency. UNICO will prepare a control report of all primary controls to be used for the project. UNICO will set durable control points along the project limits and just beyond for utilization of future surveys and construction control.

**Aerial Topographic Mapping** - UNICO will facilitate the delivery of an overall photogrammetric aerial topographic survey and orthophotography along the proposed alignment. UNICO will set and locate aerial control panels at locations and frequency adequate to meet National Mapping Accuracy Standards of 1" = 40' scale mapping, with 1' contour intervals based on the approved mapping limits. Global Positioning System (GPS) methods and digital levels will be used for elevation verification. Aerial based topographic mapping will show all visible surface features, roadways, structures, 1' contours, DTM ground surface and spot elevations within the mapping limits. UNICO will augment the aerial with spot shots and key utility and drainage features. The general limits include an approximately 200 foot wide strip from Rancho Cordova Parkway to a point easterly to Americanos Drive and along each connecting street adequate for conform. Color photo background imagery will be provided along the project limits



utilizing the aerial photography. The imagery will be adjusted using ortho-correction within the mapping limits, and simple rectification within the ground control limits.

**Supplemental Topographic Surveys** - UNICO will perform supplemental ground surveys at key design areas. Anticipated items requiring supplemental ground surveys include, but are not limited to roadway surveys, conform surveys, curbs, gutters, sidewalks, structures, drainage ditches, culverts, fences, trees, signs, poles, signals, overhead wires, lights, gas, water, electrical, valves, vaults, storm drain structures and manholes, sewer manholes, fiber and other visible utilities, including boring locations. UNICO will perform measure downs to relative storm drain and sewer structures for depth, invert, pipe size and flow direction. UNICO will map and mesh all supplemental topographic features into the main aerial topographic survey base file. It is assumed that six field days (48 Hours) will be necessary for supplemental topographic surveys and mapping.

*Deliverables:*

- ✓ Supplemental Topographic Survey Base File, 3D Surface, Points Files
- ✓ Aerial Based Photogrammetric Topographic Base Map
- ✓ Survey Control Report

**Task 2.2**      **Boundary Surveys**

Right of Way and Boundary Mapping - UNICO will prepare right of way mapping for the project. UNICO will request parcel maps, records of surveys, corner record cards, deeds and other record information to map the right of way and properties that are impacted by the project. Field surveys will be performed to locate monuments, pins, monument wells and other boundary markers necessary to resolve and map the right of way and affected parcels. An overall LANDNET base map will be prepared as the basis of the right of way and parcel boundaries, including all easements, right of way and other encumbrances that are plottable within the title reports. Base map will be prepared with sufficient detail and accuracy to be applicable to the development of plats and legal descriptions during later phases of the project. This effort assumes the City will provide Preliminary Title Reports.

*Deliverable:*

- ✓ Right of Way and Boundary Base LANDNET Map

**TASK 3 - GEOTECHNICAL INVESTIGATION**

**Task 3.1**      **Geotechnical and Pavement Recommendations Report**

Dokken's geotechnical subconsultant Geocon will develop a Geotechnical and Pavement Recommendations Report for the project. Geocon will perform the following:

- Perform a limited geologic literature review to aid in evaluating the geologic and seismic conditions present at the site.
- Review available design plans and conceptual layouts to select exploratory boring locations.
- Perform a site reconnaissance to determine access and mark out the proposed exploration locations.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory excavations.
- Since our borings will not extend to within 10 feet of groundwater, a permit from the Sacramento County Environmental Management Division is not required.
- Perform up to twelve (12) exploratory borings along the project alignment using a truck-mounted drill rig equipped with solid-flight and hollow-stem augers. Boring depths will range from approximately 20 to 25 feet, depending on conditions encountered. We assume permission to enter the site will be coordinated/obtained by others.
- Obtain representative soil samples from the exploratory borings.
- Log the borings in accordance with the Unified Soil Classification System (USCS).



- Upon completion, backfill the borings with the excavated soil. Excess excavated soil will be spread onsite near the borings.
- Perform geotechnical laboratory tests on selected samples to evaluate pertinent geotechnical parameters.
- Evaluate the field and laboratory testing data and develop geotechnical recommendations and design parameters for the project as presently proposed. Prepare a summary report with our findings, conclusions, and recommendations. The report will include:
  - o Site Plan showing the locations of the exploration locations;
  - o Logs of the explorations, including depth to groundwater (if encountered);
  - o Laboratory test results;
  - o Summary of geotechnical constraints and mitigation alternatives (if necessary);
  - o Anticipated excavation characteristics;
  - o Site preparation and grading recommendations;
  - o Suitability of onsite materials for use as engineered fill, import fill recommendations;
  - o Utility trench excavation and backfill recommendations;
  - o Flexible pavement structural section design;
  - o Exterior concrete flatwork recommendations;
  - o Screening-level soil corrosion potential evaluation, and
  - o Construction considerations.

The project may also include vegetated swales or similar stormwater management facilities. We will perform up to three (3) field infiltration tests at select locations within shallow boreholes using an Aardvark permeameter. The depth of the tests should be specified by the civil engineer. We assume that the test will be up to 5 feet deep. These borings will be backfilled with excess soil cuttings following completion of infiltration testing. We will provide the measured and recommended design infiltration rates in the report.

#### *Deliverables:*

- ✓ Draft and Final Geotechnical and Pavement Recommendations Report

### **TASK 4 - ENVIRONMENTAL DOCUMENTATION AND PERMITTING**

#### *Task 4.1 Environmental Project Management and Project Meetings*

Dokken will work closely with the City staff to move critical items forward, communicate progress and status, and meet milestones. Dokken will provide the project team with an environmental schedule for tracking deliverables, prepare monthly progress reports, and prepare agendas and meeting minutes for environmental led meetings. This task includes up to 8 attendances at meetings, with any combination of City, consultants/developers, or agencies, including 6 virtual meetings and 2 onsite or in person meetings.

#### *Deliverables:*

- ✓ Environmental schedule (regularly updated); Meeting agendas and minutes for environmental led meetings

#### *Task 4.2 Biological Resources Memo and Special Status Species Habitat Assessment*

Dokken's biologists will conduct a biological field survey to classify habitat and vegetation communities and assess the presence/absence and habitat suitability for sensitive special-status species to occur onsite. For optimal results, Dokken will conduct fieldwork during the spring or summer to capture wildlife activity and blooming plants. The project footprint contains suitable habitat for multiple state and federal special-status wildlife species having been documented or have the potential to occur.





Dokken will conduct also a tree survey that includes all trees/shrubs within the project's impact footprint that may be trimmed or removed as a result of the project. Dokken's arborist will record the GPS location, record the size (in DBH), and the species of each tree/shrub. Data will be compiled into a table and a map depicting the size and location of each tree/shrub.

The habitat assessment(s) will include visual inspection of the project site for presence/absence of the species and mapping potential habitat features suitable for the listed species. A memorandum will be prepared summarizing the survey methods, survey results, including maps depicting any special-status species along with the associated vegetation communities, photographs, and recommended avoidance/minimization strategies, as applicable.

#### *Deliverables:*

- ✓ Biological Resources Memo with Special status species habitat assessment.

#### *Task 4.3 Aquatic Resources Delineation Report*

Dokken will complete a focused wetlands delineation and a jurisdictional "waters of the U.S." determination according to the 2008 Corps of Engineers Wetland Delineation Manual Arid West Supplement, the currently accepted methodology. CONSULTANT will also determine the extent of any "waters of the State" including the streambed and associated riparian areas subject to review by CDFG under Section 1602 of the Fish and Game Code. The jurisdictional delineation is anticipated to include a Stream Duration Assessment Method (SDAM) to determine if the drainage is ephemeral, and therefore not a Waters of the U.S. The delineation results will be presented in a detailed report with appropriate technical documentation for use in permit applications, and summarized in the Biological Technical Memorandum.

#### *Deliverables:*

- ✓ Aquatic Resources Delineation Report

#### *Task 4.4 Cultural Resources Memorandum*

Dokken will prepare a brief Cultural Resources Memorandum will be prepared to document the potential for impacts to prehistoric and historic resources. A cultural records search through the North Central Information Center would be performed to determine if cultural resources have been identified within the project area through a search of archaeological site records and survey reports on file and review of historical aerial photographs and historical topographic maps. Additionally, Dokken will conduct a field review of the project area to determine if any visible archaeological resources are present within the project limits. The results of this record search and pedestrian survey would be documented in the Cultural Resources Memorandum. The Memorandum will be prepared to Section 106 of the National Historic Preservation Act (NHPA) standards for use in permitting with USACE. It is assumed tribal consultation will not be required and evaluations of resources or subsurface investigations will not be required.

The fee for a cultural record search from the North Central Information Center is included as an Other Direct Cost item.

#### *Deliverables:*

- ✓ Cultural Resources Memorandum

#### *Task 4.5 Hazardous Waste Initial Site Assessment Memorandum*

Dokken will prepare an Initial Site Assessment (ISA) Memorandum to document the potential for hazardous waste within the project area. The ISA will require a regulatory records search of known hazardous waste sites and a field visit to verify the potential presence of hazardous materials or waste, such as those related to overhead utilities or transformers, as well as a review of regulatory agency records. The results of the records search and site visit will be documented in a Hazardous Waste ISA and disclose any potential hazardous materials and if necessary, recommendations to avoid or minimize exposure during construction. It is assumed no Phase II hazardous waste testing is included with this scope.

The fee for a hazardous waste record search from EDR is included as an Other Direct Cost item.

#### *Deliverables:*

- ✓ ISA Memorandum

**Task 4.6**      **CEQA §15183 Categorical Exemption**

Dokken will prepare a §15183 Categorical Exemption with an Initial Study checklist as an attachment to provide substantial evidence the projects impacts were adequately covered under the SunCreek Specific Plan EIR. The results of the technical memorandums, along with other CEQA analysis, will be incorporated into the §15183 Exemption. Dokken will prepare the supporting documentation and description of the proposed work for filing of the §15183 Categorical Exemption for review and approval by the City of Rancho Cordova.

**Deliverables:**

- ✓ §15183 Categorical Exemption with Supporting Documentation.

**Task 4.7**      **RWQCB Section 401 Water Quality Certification**

Dokken will prepare and submit an application package to obtain a Water Quality Certification through the Central Valley Regional Water Quality Control Board (CVRWQCB) utilizing the Clean Water Act Section 401 Water Quality Certification for United States Army Corps of Engineers South Sacramento Habitat Conservation Plan Programmatic General Permit. The request will include a completed application form, detailed project description, description of project impacts, water quality technical study identifying project-specific best management practices, CEQA documentation, and a brief description of proposed mitigation. An application fee must be provided to the RWQCB as part of the permit application. This fee is calculated based upon the extent of project-related impacts in acres and linear feet, along with an annual fee based upon the duration of the project and will be assessed during preparation of the notification. It is assumed that the City will pay this fee directly..

**Deliverables:**

- ✓ Section 401 Water Quality Certification

**Task 4.8**      **USACE Section 404 Nationwide Permit**

Dokken will prepare and submit an application package to obtain a Nationwide Permit through the US Army Corps of Engineers (USACE) under the programmatic general permit (PGP) for certain covered activities under the South Sacramento Habitat Conservation Plan. Dokken will utilize the environmental technical studies prepared to USACE standards to obtain the Section 404 Nationwide Permit. Dokken will work closely with the USACE to ensure that the permit is issued by start of construction.

**Deliverables:**

- ✓ Section 404 Nationwide Permit

**Task 4.9**      **CDFW Section 1602 Streambed Alteration Agreement**

Dokken will prepare the required notification package for a Streambed Alteration Agreement (SAA), in compliance with Section 1602 of the California Fish and Game, to be filed with CDFW online. The application package will describe, among other items, the project features; construction period; construction methods; impacts on vegetation, fish and wildlife; and any proposed mitigation or restoration plan. Detailed project plans and application fee based will accompany the notification package. As with the RWQCB Section 401 water quality certification, CDFW will require evidence of CEQA compliance prior to issuing a SAA for the project. This project will be considered a covered project by the South Sacramento Habitat Conservation Plan. The permit fee is assumed to be paid by the City. It is assumed a permit for geotechnical investigations would not be required. The SAA will include a thorough project description with attached engineering plans and the Biological Technical Memorandum/Jurisdictional Delineation.

**Deliverables:**

- ✓ CDFW 1602 Streambed Alteration Agreement

**Task 4.10**      **SSHCP Mitigation Coordination**

CONSULTANT will coordinate with the South Sacramento Habitat Conservation Plan (SSHCP) regarding the required mitigation to offset the project's impacts. It is anticipated the City will be dedicating a portion of the SunCreek Specific Plan to the SSHCP to



mitigate for impacts associated with North Campus Drive and other impacts within the specific plan. Dokken will coordinate with the SSHCP to obtain concurrence that this mitigation is sufficient for the North Campus Drive project and no further mitigation is required. It is assumed that the City will be responsible for any environmental studies associated with this land and will be responsible for dedicating this land and placing any conservation easements, if required.

### *Deliverables:*

- ✓ SSHCP Concurrence on Mitigation

## **TASK 5 - DRAINAGE/STORMWATER STUDIES**

### *Task 5.1 Preliminary Study*

Dokken will review previous studies performed by the various developers for the project area and other studies currently being prepared including the Level 1 Study by Water Mark Engineering that will be provided to Dokken. This Level 2 Study will be performed in accordance with the County of Sacramento guidelines. The primary objective of this study will be to identify interim basins or discharge locations for the roadway and school to discharge into. We understand this project is not required to conform to the current 2018 MS4 permit for Sacramento County. While the project is required to handle drainage from the school sites, on-site school drainage design will be the responsibility of the school's design team.

### *Deliverables:*

- ✓ Draft and Final Level 2 Study

### *Task 5.2 Final Design Study*

Dokken will build upon the Level 2 study prepared for the project and document the project's drainage design in a Level 4 Study. This Level 4 Study will be performed in accordance with the County of Sacramento guidelines. The primary objective of this study will be document the project's design adherence to City and County standards. We understand this project is not required to conform to the current 2018 MS4 permit for Sacramento County. While the project is required to handle drainage from the school sites, on-site school drainage design will be the responsibility of the school's design team.

### *Deliverables:*

- ✓ Draft and Final Level 4 Study

## **TASK 6 – UTILITY COORDINATION AND DESIGN**

### *Task 6.1 Potable Water*

#### *Task 6.1.1 Potable Water Master Planning Review and Feasibility*

Dokken will review previous studies performed by the various developers for the project area and other studies currently being prepared. The primary objective of this task will be to 1) understand the planned water infrastructure needed to be constructed by the project to serve the school and be constructed within the new roadway; 2) understand what infrastructure has already been constructed or will be prior to construction of the project; 3) of the master planned in Infrastructure, what actually is required to be constructed to have the school operational or the City wishes to construct now. We anticipate 2 to 3 alternatives, including cost, may need to be developed for the City and Sacramento County Water Agency to conceptually approve. This includes consideration of the pump station and tank proposed in SCWA and development documents.

### *Deliverables:*

- ✓ Alternatives and Exhibit



## *Task 6.1.2 Potable Water Study*

Dokken will build upon Task 6.1.1 and prepare a potable water study for review and approval by the City and Sacramento County Water Agency. We understand that transmission mains are currently proposed to be installed in North Campus Road and will verify their construction as part of this project. We anticipate coordination with the school designer will be required to understand flow needs including fire flow and connection locations. This effort includes consideration of the planned pump station and tank proposed in SCWA and developer planning documents but assumes that these are not needed for the school project.

### *Deliverables:*

- ✓ Draft and Final Study

## *Task 6.1.3 PSE Design*

Dokken will prepare final design plans, specifications, and engineer's estimate for the potable water pipelines planned for North Campus Road. These deliverables will be included in the overall project planset and submitted at the same milestones. These plans will also be circulated to SCWA for their review and approval. This effort assumes that just the pipelines in North Campus Road and immediate connection to existing infrastructure can be made within the project limits. The plan sheets are expected to be inclusive of plan, profiles, details, and connection information.

### *Deliverables:*

- ✓ 65% Design Set
- ✓ 90% Design Set
- ✓ 100%/Ready for Bid Set

## *Task 6.2 Sewer*

### *Task 6.2.1 Sewer Master Planning Review and Feasibility*

Dokken will review previous studies performed by the various developers for the project area and other studies currently being prepared. The primary objective of this task will be to 1) understand the planned sewer infrastructure needed to be constructed by the project to serve the school and be constructed within the new roadway; 2) understand what infrastructure has already been constructed or will be prior to construction of the project; 3) of the master planned in Infrastructure, what actually is required to be constructed to have the school operational or the City wishes to construct now. We anticipate 2 to 3 alternatives, including cost, may need to be developed for the City and Sacramento Area Sewer District to conceptually approve. This includes consideration of the pump station and forcemain to Rancho Cordova Parkway proposed in SASD and development documents.

### *Deliverables:*

- ✓ Alternatives and Exhibit

### *Task 6.2.2 Sewer Study*

Dokken will build upon Task 6.2.1 and prepare a sewer study for review and approval by the City and Sacramento Area Sewer District. We understand that gravity mains are currently proposed to be installed in North Campus Road and will verify their construction as part of this project. We anticipate coordination with the school designer will be required to understand flow needs and connection locations. This effort includes consideration of the planned pump station proposed in SASD, temporary small lift station, or temporary gravity pipeline needed for the school project.

### *Deliverables:*

- ✓ Draft and Final Study



### *Task 6.2.3 PSE Design*

Dokken will prepare final design plans, specifications, and engineer's estimate for the sewer pipelines planned for North Campus Road. These deliverables will be included in the overall project planset and submitted at the same milestones. These plans will also be circulated to SASD for their review and approval. This effort assumes that just the pipelines in North Campus Road and immediate connection to existing infrastructure can be made within the project limits or immediate to the planned SASD lift station site as shown in the SunCreek Specific Plan documents. The plan sheets are expected to be inclusive of plan, profiles, details, and connection information.

#### *Deliverables:*

- ✓ 65% Design Set
- ✓ 90% Design Set
- ✓ 100%/Ready for Bid Set

### *Task 6.2.4 Temporary Gravity Pipeline*

Dokken will prepare final design plans, specifications, and engineer's estimate for a temporary gravity sewer pipeline to serve the school and temporarily divert sewage to the existing sewer in The Ranch development **should elevations prove feasible**. These deliverables will be included in the overall project planset and submitted at the same milestones. These plans will also be circulated to SASD for their review and approval. This effort assumes that just the pipelines in North Campus Road and immediate connection to existing infrastructure can be made within the project limits or immediate to Americanos. The plan sheets are expected to be inclusive of plan, profiles, details, and connection information.

#### *Deliverables:*

- ✓ 65% Design Set
- ✓ 90% Design Set
- ✓ 100%/Ready for Bid Set

### *Task 6.3 Dry Utility Coordination*

Dokken will coordinate with the dry utility providers planned for the project limits on their placement, design, and construction timing or phasing of installation. It is anticipated that not all dry utilities may construct during Phase 1 but space will be allocated to them in the utility underground cross section. Dokken will maintain a utility matrix tracking our correspondence with each utility and their disposition and plans.

#### *Deliverables:*

- ✓ Utility Coordination Matrix

### *Task 6.4 Existing Utility Coordination and Potholing*

Dokken will lead the utility coordination effort using the APWA A, B, C letter process for utilities already constructed within the project limits. As the project expects to construct utilities for SCWA, SASD, and City storm drainage, we will first confirm with each utility that the design shown on the developer plans is approved, and otherwise work with them for approval. Dry utilities such as AT&T, Astound, SMUD, and others will be constructed in conjunction with the project but by each utility themselves. Utility potholing will be included in this effort and assumed 15-20 potholes may be required.

Due to the small cost, the subconsultant fee for the potholing subcontractor is included as an Other Direct Cost item.

#### *Deliverables:*

- ✓ Utility A, B, and C Letters
- ✓ Potholing



### TASK 7 – RIGHT OF WAY

It is anticipated that City will be coordinating with owners to dedicated the required right of way from a portion of six (6) parcels. Since the conditions under which these dedications will occur are not yet known, we have included optional tasks to provide full right-of-way services for two (2) parcels, if needed. Furthermore, we have also included services to support deed transfers, should that be the only requirement for transferring right of way through the dedication process.. In the event any federal funding is secured for any phase of the property appraisal reviews will need to be completed.

#### ASSUMPTIONS

- Full acquisition services for two (2) parcels, as optional
- Assistance with the transfer of the deeds for six (6) parcels will be required for dedicated parcels
- As no federal funding will be utilized in any phase of the project, appraisal reviews are not included in the scope of services.

#### *Task 7.1 Right of Way Coordination of Dedication Documents*

The City will coordinate the dedication terms for the required right of way associated with the project. The Dokken right of way team will be available to support these efforts by participating in coordination meetings and providing administrative assistance, including reviewing deeds and facilitating the recordation of documentation.

#### *Task 7.2 Plats and Legal Descriptions*

UNICO will provide right-of-way support, as necessary. This will include preparing plats and legal descriptions for properties requiring additional right of way and/or easements, including Temporary Construction Easements (TCE) along the project corridor. The exact number and locations will be determined upon design and project needs. All documents will be prepared according to City standards and requirements. For this proposal, UNICO will prepare up to six (6) plats and legal descriptions for right of way take, easement and/or TCE. UNICO will prepare preliminary PDF Plats, Legal Descriptions and closure calculations for review. Upon approval, UNICO will prepare final signed and stamped PDF Plats and Legal Descriptions.

#### *Deliverable:*

- ✓ Legal Descriptions and Plats (6)
- ✓ Escrow Documents and Closing Statements

#### *Task 7.3 Right of Way Property Owner Exhibits and Coordination Support*

Dokken's engineering team will prepare and provide property owner exhibits for us in right of way transactions. The exhibits will graphically show the limits and type of transaction (TCE, take, etc.) for each area being acquired.

#### *Deliverable:*

- ✓ Property Owner Exhibits (6)

#### *Task 7.4 Title Research*

Dokken Engineering will review the Preliminary Title Reports obtained by the City. The Dokken Engineering right of way team will perform all necessary research for each parcel being acquired. Agents may assist to resolve or oversee resolution of problems relating to unusual circumstances with regard to title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements and rights of way.

### OPTIONAL TASKS

#### *Task 7.5 Right of Way Management and Coordination Services*

To eliminate any unforeseen issues, Dokken Engineering's team works closely with the City to ensure all changes regarding certification, documentation, and procedures are implemented.





Dokken Engineering's Right of Way team will do the following once a task is assigned:

- Provide all gathered information to the appraiser and attain a detailed timeline to complete the assigned task;
- Monitor progress and provide any additional information to the designated appraiser;
- Review all reports supplied by the appraiser for quality assurance;
- Provide draft reports to the review appraiser for final review and recommendations;
- Prepare draft acquisition documentation for City review and approval;
- Provide final appraisal report, appraisal review, and acquisition documentation to the City for final review;
- Prepare staff reports for approval of just compensation;
- Make offers in person to each property owner;

### *Task 7.6      Appraisal Process*

If required for dedication, two (2) appraisals will be completed for two (2) properties by a Certified General Real Estate Appraiser.

#### *DELIVERABLES:*

- ✓ Two (2) Appraisal Reports

### *Task 7.7      Negotiate for Right of Way*

If required for dedication, all "Good Faith Negotiations" will be completed by Dokken Engineering's Right of Way Team for the two(2) affected parcels). After completion of the appraisal process and just compensation determination, Dokken Engineering will prepare offer packages and meet with all owners to present and explain the offer package details. Dokken Engineering will negotiate with the property owners to arrive at a mutually agreeable settlement.

#### *DELIVERABLES:*

- ✓ Right Of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary Of Acquisitions, Impasse Letters

### *Task 7.8      Escrow Coordination*

If required for dedication, upon reaching an agreement on the terms and conditions of the acquisition with the property owners, Dokken will be available to assist the City in opening escrow for the two (2) affected parcels). Dokken will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. Dokken will work closely with the City to assist in the timely closing of all transactions.

#### *DELIVERABLES:*

- ✓ Escrow Documents and Closing Statements

### *Task 7.9      Project Close-Out*

If required for dedication, the original acquisition files for the four (4) affected parcels (APNs 067-0100-020, 067-0100-021, 067-0100-015, and 067-0100-018) will be provided to the City upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisals, offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

#### *DELIVERABLES:*

- ✓ Original Acquisition Files



## TASK 8 – ROADWAY DESIGN

### *Task 8.1 35% Design of Ultimate ROW*

#### *Task 8.1.1 Traffic Study*

BTC will support Dokken Engineering in determining the geometric configuration of three intersections along the planned North Campus Road to accommodate the future traffic growth from the SunCreek Specific Plan Project.

#### Cumulative Year Traffic Forecasts

BTC will use readily available traffic data to determine cumulative year AM and PM peak hour turning movement volumes at the three study intersections. Specifically, the following readily available data will be used:

Traffic data prepared for the SunCreek Specific Plan Project EIR

Most recent land use and tentative maps for the SunCreek Specific Plan Project

If necessary, average trip rates from the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition will be used to develop trip generation estimates for the AM and PM peak hour for proposed land uses along North Campus Road and immediate areas. The estimated trip generation will be assigned to North Campus Road to help determine the cumulative year traffic volumes at the three study intersections.

Note: Travel demand forecasting using the SACSIM travel demand model (or any other travel demand model) is not included in this scope of work.

#### Intersection Capacity Analysis

An AM and PM peak hour traffic model will be developed for the three study intersections using the Synchro 12 traffic analysis software. Using the Cumulative Year traffic forecasts from Task 1 the intersection geometric needs (i.e., number of turn lanes, pocket lengths, etc.) will be determined such that the intersection would provide adequate capacity (LOS D or better). In addition, signal phasing and timing recommendations will be provided.

Due to the small cost, the subconsultant fee for BTS is included as an Other Direct Cost item.

- ✓ **Deliverable:** Traffic Memorandum

#### *Task 8.1.2 Basis of Design Memorandum/GAD*

Dokken will prepare a basis of design memorandum and geometric approval document. To document the design geometrics of the roadway and utility spacing. As discussed during. Previous meetings with the City confirmed the project will not conform to the Sun Creek Specific Plan and a new typical section must be developed to ensure its conformance with City, County, and Caltrans Standards. This document will serve as the basis of the roadway and utility geometric layouts.

- ✓ **Deliverable:** Basis of Design Memorandum and GAD

#### *Task 8.1.3 Roadway Layout*

Dokken will prepare long-sheet format layouts for the 35% design submittal per direction from the City. These layouts will include typical sections and all major roadway features, measurements, right of way, and any other pertinent information.

- ✓ **Deliverable:** 35% Roadway Layouts





### *Task 8.1.4 School Design Coordination*

Significant coordination is expected with Elk Grove Unified School District and their design team. It is expected that Coordination will be required for signage and striping, driveway placements, circulation, traffic calming elements, utility service locations, elevations, and ADA features. It is expected that several iterations and ongoing coordination with the school developer will be required throughout the design process.

### *Task 8.2 65% Design of Phase 1 Construction*

Dokken will prepare 65% Plans, Specifications, and Estimate (PS&E) for the project. The design will build upon the 30% Plans and incorporate profiles and more detailed design of project features. Utilities that will be relocated ahead of the project will be shown in their proposed locations. As it is expected that some utilities will be reconstructed during construction of the project, work on those utilities will be included in the planset as Utility Sheets. Environmentally or culturally sensitive areas will be delineated. The design plans shall be created using AutoCAD/Civil 3D, and the plans should follow all applicable City, County, and Caltrans design standards. This scope assumes the City will provide “boilerplate” or front-end specifications and Dokken will provide technical provisions for the project.

The plans shall be clear and concise, and will include:

- Title sheet
- Typical cross sections
- Project control sheets
- Plan and Profile sheets
- Construction details
- Drainage layouts and profiles
- Stage construction/traffic handling
- Pavement Delineation and Signs
- Erosion Control and Landscaping layouts
- Electrical layouts

Dokken will provide written responses for each comment received and mark each comment as “incorporated” or “not incorporated”. For each “not incorporated” response, we will provide a descriptive reasoning stating why and what design standards or impact implementing the requested change would have. A meeting will be held following each submittal to resolve any disputed comments. The comment response matrix will be updated to show final disposition after the meeting.

#### *Deliverables:*

- ✓ One PDF copy of the complete (full size) plans for City review and comments
- ✓ One PDF copy of the Engineer’s Estimate for Construction
- ✓ One PDF and Word document copy of the Specifications
- ✓ Response to comments matrix

### *Task 8.3 90% Design of Phase 1 Construction*

Dokken will prepare 95% PS&E for the project building upon the 65% submittal by providing full details as needed to construct the project. Utility conflict resolutions will also be shown in the planset. Utilities that will be relocated ahead of the project will be shown in their proposed locations. Environmentally or culturally sensitive areas will be delineated. This scope assumes the City will provide “boilerplate” or front-end specifications and Dokken will provide technical provisions for the project.

The plans shall be clear and concise, and will include:

- Title sheet
- Typical cross sections
- Project control sheets
- Plan and profile sheets
- Construction details
- Temporary Water Pollution Control plans, details, and quantity sheets
- Erosion Control and Landscaping plans and details
- Drainage plans, profiles, details, and quantity sheets
- Stage construction/traffic handling plans, details, and quantity sheets
- Pavement Delineation and Signs plans, details, and quantity sheets
- Roadway quantity sheets
- Structural plans, details, and quantity sheets
- Erosion Control and Landscaping plans, details, and quantity sheets
- Electrical plans, details, and quantity sheets



Dokken will provide written responses for each comment received and mark each comment as “incorporated” or “not incorporated”. For each “not incorporated” response, we will provide descriptive reasoning stating why and what design standards or impact implementing the requested change would have. A meeting will be held following each submittal to resolve any disputed comments. The comment response matrix will be updated to show the final disposition after the meeting.

#### *Deliverables:*

- ✓ One PDF copy of the complete (full size) plans for City review and comments
- ✓ One PDF copy of the Engineer’s Estimate for Construction
- ✓ One PDF and Word document copy of the Specifications
- ✓ Response to comments matrix

#### **Task 8.4**      **100% Design of Phase 1 Construction Ready for Bid**

Dokken will prepare draft 100% PS&E for the project building upon the 90% submittal by providing last comment resolutions and updates from coordination activities. Utility conflict resolutions will also be shown in the planset. Utilities that will be relocated ahead of the project will be shown in their proposed locations. As it is expected that some utilities will be reconstructed during construction of the project, work on those utilities will be included in the planset as Utility Sheets. Environmentally or culturally sensitive areas will be delineated. The PS&E package will be fully developed and inclusive of right of way, environmental, and other project commitments. This scope assumes the City will provide “boilerplate” or front-end specifications and Dokken will provide technical provisions for the project. Dokken will submit the draft 100% PS&E package to the City for final review and approval. Once approval is received, Dokken will finalize the construction documents by signing and stamping all sheets, sign and stamp specifications, and provide an updated Engineer’s Estimate.

The plans shall be clear and concise and will include:

- Title sheet
- Typical cross sections
- Project control sheets
- Plan and profile sheets
- Construction details
- Temporary Water Pollution Control plans, details, and quantity sheets
- Erosion Control and Landscaping plans and details
- Drainage plans, profiles, details, and quantity sheets
- Utility plans, profiles, details, and quantity sheets
- Stage construction/traffic handling plans, details, and quantity sheets
- Pavement Delineation and Signs plans, details, and quantity sheets
- Roadway quantity sheets
- Structural plans, details, and quantity sheets
- Erosion Control and Landscaping plans, details, and quantity sheets
- Electrical plans, details, and quantity sheets

#### *Deliverables:*

- ✓ Electronic copy of the draft PS&E
- ✓ Signed and stamped final plans: one set of 22”x34”, one set of 11”x17” bond copies, and one PDF full-size copy
- ✓ One hard copy and one Excel copy of the Engineer’s Estimate
- ✓ One signed and stamped copy of the Specifications, and one electronic (Word document) copy
- ✓ Quantity calculations (as requested)
- ✓ Construction cross sections at 25-foot intervals with all significant construction offsets and elevations appropriately labeled (as requested)
- ✓ Civil 3D files (as requested)
- ✓ Copies of agency approvals and permits not already provided to the City

#### **TASK 9**      **BID SUPPORT**

Dokken will be available to provide clarification and information about the PS&E package during the construction advertising and bidding process. Dokken will assist the City in the preparation of any addenda to the PS&E during the advertisement period, attend



the project pre-bid meeting and provide written meeting notes. Dokken will review and comment on pre-bid meeting notes to determine any necessary addenda. Dokken shall prepare any plan revisions as determined necessary by addenda.

*Deliverables:*

- ✓ Assist in developing the pre-bid meeting agenda, attend, and take notes
- ✓ Provide clarification and revisions of documents during advertising and preparation of any addenda as required

## **TASK 10 CONSTRUCTION SUPPORT**

Dokken will provide Construction Support Engineering and Record Drawing services, as requested by the City. This task will include typical construction engineering support design services during an estimated 6-month construction period. Dokken will resolve any design discrepancies or errors identified during construction in a timely manner to ensure construction delays are avoided or minimized.

The deliverables included in this task include the preparation and response to Requests for Information (RFIs), and the work will conclude with the preparation of as-built documents.

*Deliverables:*

- ✓ Response to RFIs
- ✓ As-builts / Record Drawings

**EXHIBIT B**  
**COMPENSATION SCHEDULE**



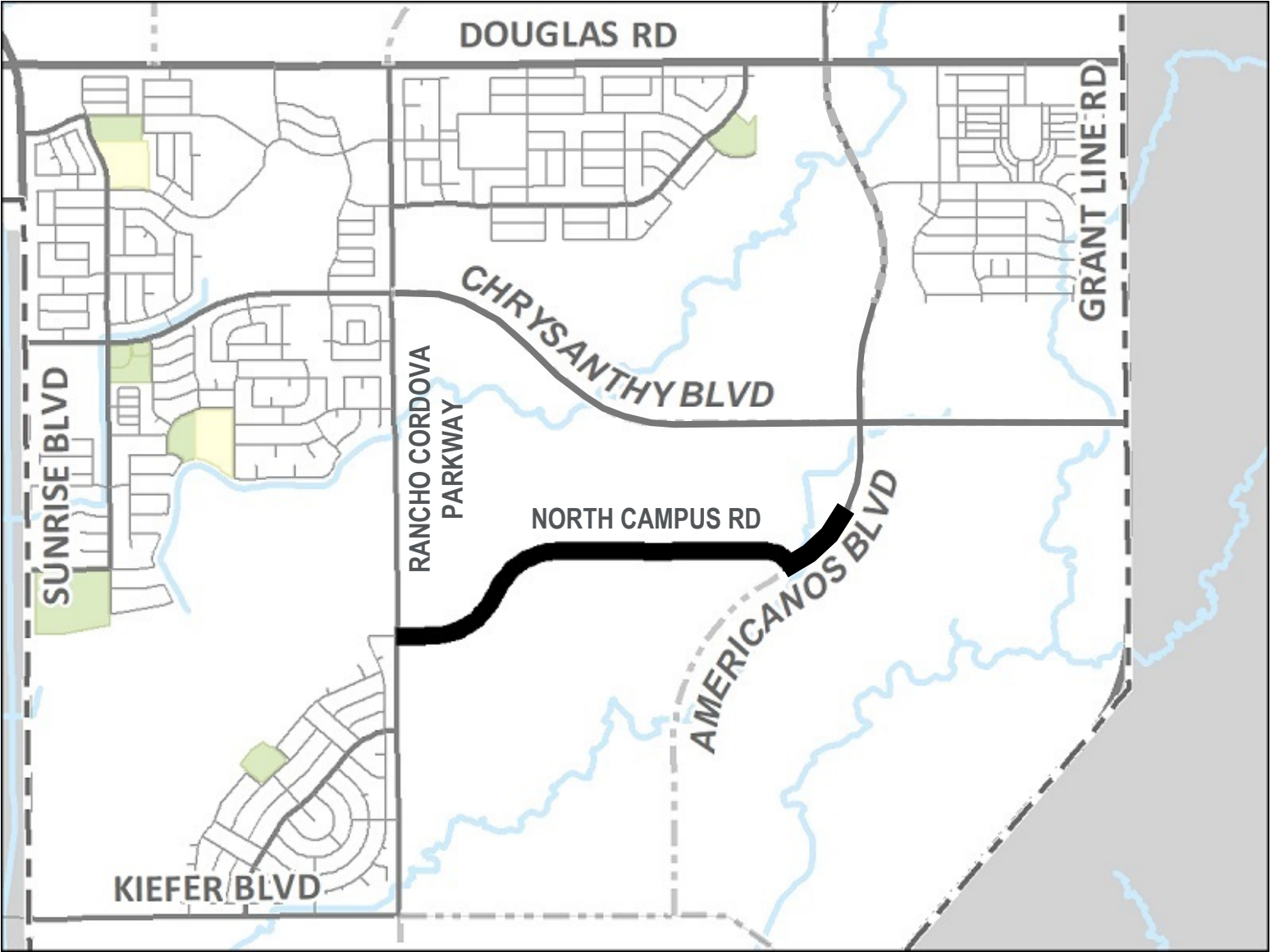
| TASK DESCRIPTION                                                       | DOKKEN ENGINEERING  |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       |        |           | TOTAL HOURS | ESCALATION  | OTHER DIRECT COST | TOTAL COST |
|------------------------------------------------------------------------|---------------------|---------------|-----------------|-------------------|-------------------|-------------------|----------------------|----------------------|----------------------|----------------------|------------|----------------|----------------------|---------------------------|--------------------|------------------------|------------------------|-----------------------|------------------------------|---------------------------------|-----------------------|--------|-----------|-------------|-------------|-------------------|------------|
|                                                                        | Principal in Charge | QA/QC Manager | Project Manager | Senior Engineer 3 | Senior Engineer 2 | Senior Engineer 1 | Associate Engineer 2 | Associate Engineer 1 | Assistant Engineer 2 | Assistant Engineer 1 | Senior CAD | CAD / Detailer | Right of Way Manager | Senior Right of Way Agent | Right of Way Agent | Right of Way Appraiser | Right of Way Assistant | Environmental Manager | Senior Environmental Planner | Associate Environmental Planner | Environmental Planner |        |           |             |             |                   |            |
| BILLING RATES*                                                         | \$445               | \$385         | \$300           | \$300             | \$270             | \$235             | \$205                | \$175                | \$150                | \$130                | \$245      | \$150          | \$235                | \$195                     | \$120              | \$120                  | \$90                   | \$270                 | \$185                        | \$140                           | \$110                 |        |           |             |             |                   |            |
| 1. Project Management                                                  | 8                   | 40            | 744             | 100               | 40                | 92                |                      |                      |                      |                      |            |                | 30                   | 30                        |                    |                        |                        | 20                    | 20                           |                                 |                       | 1,124  | \$19,921  |             | \$346,501   |                   |            |
| 1.1 Project Management                                                 |                     |               | 600             |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 600    | \$10,980  |             | \$190,980   |                   |            |
| 1.2 Meetings and Coordination                                          | 8                   |               | 144             | 40                | 40                | 92                |                      |                      |                      |                      |            |                | 30                   | 30                        |                    |                        |                        | 20                    | 20                           |                                 |                       | 424    | \$6,904   |             | \$120,084   |                   |            |
| 1.3 Quality Assurance and Quality Control                              |                     | 40            |                 | 60                |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 100    | \$2,037   |             | \$35,437    |                   |            |
| 2. Survey                                                              |                     |               |                 |                   |                   | 6                 |                      |                      | 12                   |                      |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 18     | \$196     |             | \$3,406     |                   |            |
| 2.1 Topographic Survey                                                 |                     |               |                 |                   |                   | 6                 |                      |                      | 12                   |                      |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 18     | \$196     |             | \$3,406     |                   |            |
| 2.2 Boundary Survey                                                    |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       |        |           |             |             |                   |            |
| 3. Geotechnical Investigation                                          |                     |               | 2               |                   | 8                 | 20                |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 30     | \$455     |             | \$7,915     |                   |            |
| 3.1 Geotechnical and Pavement Recommendations Report                   |                     |               | 2               |                   | 8                 | 20                |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 30     | \$455     |             | \$7,915     |                   |            |
| 4. Environmental Documentation and Permitting                          |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        | 32                    | 126                          | 298                             | 526                   | 982    | \$8,023   | \$1,500     | \$141,053   |                   |            |
| Task 4.1 Environmental Project Management and Project Meetings         |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        | 12                    | 20                           |                                 |                       | 32     | \$423     |             | \$7,363     |                   |            |
| Task 4.2 Biological Resources Memo & Special Status Species Assessment |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        | 2                     | 8                            | 32                              | 60                    | 102    | \$799     |             | \$13,899    |                   |            |
| Task 4.3 Aquatic Resources Delineation Report                          |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        | 1                     | 12                           | 40                              | 80                    | 133    | \$1,030   |             | \$17,920    |                   |            |
| Task 4.4 Cultural Resources Memorandum                                 |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        | 1                     | 24                           | 80                              |                       | 105    | \$971     | \$1,000     | \$17,881    |                   |            |
| Task 4.5 Hazardous Waste Initial Site Assessment Memorandum            |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        |                       | 6                            | 32                              | 48                    | 86     | \$663     | \$500       | \$12,033    |                   |            |
| Task 4.6 CEQA §15183 Categorical Exemption                             |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        | 4                     | 12                           | 20                              | 60                    | 96     | \$775     |             | \$13,475    |                   |            |
| Task 4.7 RWQCB Section 401 Water Quality Certification                 |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        | 2                     | 8                            | 24                              | 90                    | 124    | \$932     |             | \$16,212    |                   |            |
| Task 4.8 USACE Section 404 Nationwide Permit                           |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        | 2                     | 8                            | 18                              | 60                    | 88     | \$680     |             | \$11,820    |                   |            |
| Task 4.9 CDFW Section 1602 Streambed Alteration Agreement              |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        | 2                     | 8                            | 20                              | 80                    | 110    | \$831     |             | \$14,451    |                   |            |
| Task 4.10 SSHCP Mitigation Coordination                                |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        | 6                     | 20                           | 32                              | 48                    | 106    | \$920     |             | \$16,000    |                   |            |
| 5. Drainage/Stormwater Studies                                         |                     |               | 4               |                   | 90                | 21                |                      | 80                   | 140                  | 160                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 495    | \$5,260   |             | \$91,495    |                   |            |
| 5.1 Preliminary Study (Level 1 or 2)                                   |                     |               | 2               |                   | 40                | 6                 |                      | 20                   | 60                   | 60                   |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 188    | \$2,020   |             | \$35,130    |                   |            |
| 5.2 Final Design Study (Level 4)                                       |                     |               | 2               |                   | 50                | 15                |                      | 60                   | 80                   | 100                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 307    | \$3,241   |             | \$56,366    |                   |            |
| 6. Utility Coordination and Design                                     |                     |               | 66              | 280               | 760               | 560               | 100                  | 300                  | 740                  | 858                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 3664   | \$44,905  | \$50,000    | \$831,045   |                   |            |
| 6.1 Potable Water                                                      |                     |               | 18              |                   | 180               | 40                | 50                   | 120                  | 270                  | 220                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 898    | \$9,989   |             | \$173,739   |                   |            |
| 6.1.1 Potable Water Master Planning Review and Feasibility             |                     |               | 4               |                   | 60                | 20                | 10                   | 40                   | 20                   |                      |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 154    | \$2,083   |             | \$36,233    |                   |            |
| 6.1.2 Potable Water Study                                              |                     |               | 4               |                   | 80                | 20                |                      |                      | 100                  | 40                   |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 244    | \$2,910   |             | \$50,610    |                   |            |
| 6.1.3 PSE Design - Pipeline in North Campus Road                       |                     |               | 10              |                   | 40                |                   | 40                   | 80                   | 150                  | 180                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 500    | \$4,996   |             | \$86,896    |                   |            |
| 6.2 Sewer                                                              |                     |               | 32              | 280               | 280               | 420               | 50                   | 180                  | 290                  | 540                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 2,072  | \$25,824  |             | \$449,174   |                   |            |
| 6.2.1 Sewer Master Planning Review and Feasibility                     |                     |               | 4               | 120               | 60                | 20                | 10                   | 10                   | 10                   | 20                   |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 254    | \$4,026   |             | \$70,026    |                   |            |
| 6.2.2 Sewer Study                                                      |                     |               | 4               | 80                | 90                | 120               | 10                   | 10                   | 60                   | 80                   |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 454    | \$6,155   |             | \$107,055   |                   |            |
| 6.2.3 PSE Design - Pipeline in North Campus Road                       |                     |               | 4               | 20                | 90                | 120               | 10                   | 60                   | 90                   | 230                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 624    | \$7,055   |             | \$122,705   |                   |            |
| 6.2.4 Temporary Gravity Pipeline                                       |                     |               | 20              | 60                | 40                | 160               | 20                   | 100                  | 130                  | 210                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 740    | \$8,589   |             | \$149,389   |                   |            |
| 6.3 Dry Utility Coordination                                           |                     |               | 8               |                   | 300               | 40                |                      |                      | 120                  | 40                   |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 508    | \$7,076   |             | \$123,076   |                   |            |
| 6.4 Existing Utility Coordination and Potholing                        |                     |               | 8               |                   |                   | 60                |                      |                      | 60                   | 58                   |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 186    | \$2,015   | \$50,000    | \$85,055    |                   |            |
| 7. Right of Way Support                                                |                     |               | 4               |                   |                   | 40                |                      |                      |                      | 40                   |            |                | 120                  | 208                       | 4                  | 90                     | 87                     |                       |                              |                                 |                       | 593    | \$6,324   |             | \$109,994   |                   |            |
| 7.1 Right of Way Coordination of Dedication Documents                  |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                | 30                   |                           |                    |                        |                        |                       |                              |                                 |                       | 30     | \$430     |             | \$7,480     |                   |            |
| 7.2 Plats and Legals                                                   |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                | 8                    | 8                         |                    |                        |                        |                       |                              |                                 |                       | 16     | \$210     |             | \$3,650     |                   |            |
| 7.3 Right of Way Property Owner Exhibits and Coordination Support      |                     |               | 4               |                   |                   | 40                |                      |                      |                      | 40                   |            |                | 8                    | 8                         |                    |                        |                        |                       |                              |                                 |                       | 100    | \$1,174   |             | \$20,414    |                   |            |
| 7.4 Title Research                                                     |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                |                      | 2                         | 4                  |                        | 4                      |                       |                              |                                 |                       | 10     | \$75      |             | \$1,305     |                   |            |
| 7.5 Right of Way Management and Coordination Services (OPTIONAL)       |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                | 30                   |                           |                    |                        |                        |                       |                              |                                 |                       | 30     | \$430     |             | \$7,480     |                   |            |
| 7.6 Appraisal Process (OPTIONAL)                                       |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                | 2                    | 6                         |                    | 90                     | 8                      |                       |                              |                                 |                       | 106    | \$803     |             | \$13,963    |                   |            |
| 7.7 Negotiate for Right of Way (OPTIONAL)                              |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                | 30                   | 160                       |                    |                        | 30                     |                       |                              |                                 |                       | 220    | \$2,498   |             | \$43,448    |                   |            |
| 7.8 Escrow Coordination (OPTIONAL)                                     |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                | 8                    | 16                        |                    |                        | 30                     |                       |                              |                                 |                       | 54     | \$470     |             | \$8,170     |                   |            |
| 7.9 Project Close-out (OPTIONAL)                                       |                     |               |                 |                   |                   |                   |                      |                      |                      |                      |            |                | 4                    | 8                         |                    |                        | 15                     |                       |                              |                                 |                       | 27     | \$235     |             | \$4,085     |                   |            |
| 8. Roadway Design                                                      |                     |               | 78              |                   | 248               | 586               | 110                  | 330                  | 940                  | 1370                 |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 3,662  | \$38,276  | \$14,880    | \$680,626   |                   |            |
| 8.1 35% Design of Ultimate ROW                                         |                     |               | 28              |                   | 8                 | 246               | 10                   | 90                   | 140                  | 300                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 822    | \$8,916   | \$14,880    | \$169,966   |                   |            |
| 8.1.1 Traffic Study                                                    |                     |               | 2               |                   |                   | 6                 |                      |                      |                      |                      |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 8      | \$123     | \$14,880    | \$17,013    |                   |            |
| 8.1.2 Basis of Design Memorandum/GAD                                   |                     |               | 4               |                   | 4                 | 60                |                      | 10                   |                      | 40                   |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 118    | \$1,423   |             | \$24,753    |                   |            |
| 8.1.3 Roadway Layout                                                   |                     |               | 2               |                   |                   | 60                | 10                   | 40                   | 100                  | 180                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 392    | \$3,791   |             | \$65,941    |                   |            |
| 8.1.4 School Design Coordination                                       |                     |               | 20              |                   | 4                 | 120               |                      | 40                   | 40                   | 80                   |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 304    | \$3,579   |             | \$62,259    |                   |            |
| 8.2 65% Design of Phase 1 Construction                                 |                     |               | 20              |                   | 120               | 160               | 40                   | 100                  | 400                  | 500                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 1,340  | \$13,829  |             | \$240,529   |                   |            |
| 8.3 90% Design of Phase 1 Construction                                 |                     |               | 20              |                   | 80                | 120               | 40                   | 80                   | 250                  | 420                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 1,010  | \$10,376  |             | \$180,476   |                   |            |
| 8.4 100% Design of Phase 1 Construction Ready for Bid                  |                     |               | 10              |                   | 40                | 60                | 20                   | 60                   | 150                  | 150                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 490    | \$5,155   |             | \$89,655    |                   |            |
| 9. Bid Support (OPTIONAL)                                              |                     |               | 20              |                   | 20                | 20                |                      |                      | 20                   | 20                   |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 100    | \$1,324   |             | \$23,024    |                   |            |
| 10. Construction Support (OPTIONAL)                                    |                     |               | 30              |                   | 120               | 200               |                      | 80                   | 100                  | 100                  |            |                |                      |                           |                    |                        |                        |                       |                              |                                 |                       | 630    | \$7,954   |             | \$138,354   |                   |            |
| TOTAL HOURS WITHOUT OPTIONAL TASKS                                     | 8                   | 40            | 898             | 380               | 1,146             | 1,325             | 210                  | 710                  | 1,832                | 2,428                |            |                | 76                   | 48                        | 4                  |                        | 4                      | 52                    | 146                          | 298                             | 526                   | 10,131 |           |             |             |                   |            |
| TOTAL COST WITHOUT OPTIONAL TASKS                                      | ####                | \$15,400      | \$269,400       | \$114,000         | \$309,420         | \$311,375         | \$43,050             | \$124,250            | \$274,800            | \$315,640            |            |                | \$17,860             | \$9,360                   | \$480              |                        | \$360                  | \$14,040              | \$27,010                     | \$41,720                        | \$57,860              |        | \$118,925 | \$66,380    | \$2,134,890 |                   |            |
| TOTAL HOURS WITH OPTIONAL TASKS                                        | 8                   | 40            | 948             | 380               | 1,286             | 1,545             | 210                  | 790                  | 1,952                | 2,548                |            |                | 150                  | 238                       | 4                  | 90                     | 87                     | 52                    | 146                          | 298                             | 526                   | 11,298 |           |             |             |                   |            |
| TOTAL COST WITH OPTIONAL TASKS                                         | ####                | \$15,400      | \$284,400       | \$114,000         | \$347,220         | \$363,075         | \$43,050             | \$138,250            | \$292,800            | \$331,240            |            |                | \$35,250             | \$46,410                  | \$480              | \$10,800               | \$7,830                | \$14,040              | \$27,010                     | \$41,720                        | \$57,860              |        | \$132,638 | \$66,380    | \$2,373,413 |                   |            |

\*Billing Rates are in accordance with those set forth in the On-Call Civil Design Services, Professional Land Surveying, Environmental, and Stormwater Services Contract (2/20/2025).

| COST PROPOSAL - HOURS BREAKDOWN BY TASK                                |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   |                   |                    |                   |             |
|------------------------------------------------------------------------|------------------------------|----------------------------------------|-----------------------------------|-----------------------------------|-------------|----------|--------------------------------|-------------|-------------------|------------|-------------------------------------|-----------------|-------------------------------------|----------------------------|------------------------------|----------|-----------------|-------------|-------------------|-------------------|--------------------|-------------------|-------------|
| CITY OF RANCHO CORDOVA                                                 |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   |                   |                    |                   |             |
| TASK ORDER 4 - NORTH CAMPUS DRIVE PROJECT                              |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   |                   |                    |                   |             |
| October 2025                                                           |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   |                   |                    |                   |             |
| TASK DESCRIPTION                                                       | UNICO ENGINEERING            |                                        |                                   |                                   |             |          |                                |             |                   |            | GEOCON CONSULTANTS, INC.            |                 |                                     |                            |                              |          |                 |             |                   | GRAND TOTAL HOURS | OTHER DIRECT COSTS | GRAND TOTAL COSTS |             |
|                                                                        | Rob Markes<br>Survey Manager | Ryan Ming, PLS<br>Senior Land Surveyor | Todd Jordan, PLS<br>Land Surveyor | Roy Porter, LSIT<br>Land Surveyor | Party Chief | Rodman   | Survey Technician /<br>Drafter | TOTAL HOURS | OTHER DIRECT COST | TOTAL COST | Sr Staff<br>Geologist/Engineer (PW) | Senior Engineer | Senior Project Geologist / Engineer | Project Engineer/Geologist | Sr. Staff Engineer/Geologist | Drafting | Word Processing | TOTAL HOURS | OTHER DIRECT COST |                   |                    |                   | TOTAL COST  |
|                                                                        | BILLING RATES*               | \$241                                  | \$170                             | \$142                             | \$142       | \$213    | \$213                          | \$97        |                   |            |                                     | \$195           | \$185                               | \$170                      | \$155                        | \$145    | \$110           | \$95        |                   |                   |                    |                   |             |
| 1. Project Management                                                  |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 1124              |                    | \$346,501         |             |
| 1.1 Project Management                                                 |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 600               |                    | \$190,980         |             |
| 1.2 Meetings and Coordination                                          |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 424               |                    | \$120,084         |             |
| 1.3 Quality Assurance and Quality Control                              |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 100               |                    | \$35,437          |             |
| 2. Survey                                                              | 12                           | 24                                     | 12                                | 40                                | 80          | 80       | 72                             | 320         | \$12,650          | \$68,022   |                                     |                 |                                     |                            |                              |          |                 |             |                   | 338               | \$12,650           | \$71,428          |             |
| 2.1 Topographic Survey                                                 | 4                            |                                        | 4                                 |                                   | 64          | 64       | 64                             | 200         | \$12,650          | \$47,607   |                                     |                 |                                     |                            |                              |          |                 |             |                   | 218               | \$12,650           | \$51,013          |             |
| 2.2 Boundary Survey                                                    | 8                            | 24                                     | 8                                 | 40                                | 16          | 16       | 8                              | 120         |                   | \$20,415   |                                     |                 |                                     |                            |                              |          |                 |             |                   | 120               |                    | \$20,415          |             |
| 3. Geotechnical Investigation                                          |                              |                                        |                                   |                                   |             |          |                                |             |                   |            | 16                                  | 4               |                                     | 6                          | 38                           | 6        | 2               | 72          | \$29,395          | \$40,545          | 102                | \$29,395          | \$48,460    |
| 3.1 Geotechnical and Pavement Recommendations Report                   |                              |                                        |                                   |                                   |             |          |                                |             |                   |            | 16                                  | 4               |                                     | 6                          | 38                           | 6        | 2               | 72          | \$29,395          | \$40,545          | 102                | \$29,395          | \$48,460    |
| 4. Environmental Documentation and Permitting                          |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 982               | \$1,500            | \$141,053         |             |
| Task 4.1 Environmental Project Management and Project Meetings         |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 32                |                    | \$7,363           |             |
| Task 4.2 Biological Resources Memo & Special Status Species Assessment |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 102               |                    | \$13,899          |             |
| Task 4.3 Aquatic Resources Delineation Report                          |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 133               |                    | \$17,920          |             |
| Task 4.4 Cultural Resources Memorandum                                 |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 105               | \$1,000            | \$17,881          |             |
| Task 4.5 Hazardous Waste Initial Site Assessment Memorandum            |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 86                | \$500              | \$12,033          |             |
| Task 4.6 CEQA §15183 Categorical Exemption                             |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 96                |                    | \$13,475          |             |
| Task 4.7 RWQCB Section 401 Water Quality Certification                 |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 124               |                    | \$16,212          |             |
| Task 4.8 USACE Section 404 Nationwide Permit                           |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 88                |                    | \$11,820          |             |
| Task 4.9 CDFW Section 1602 Streambed Alteration Agreement              |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 110               |                    | \$14,451          |             |
| Task 4.10 SSHCP Mitigation Coordination                                |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 106               |                    | \$16,000          |             |
| 5. Drainage/Stormwater Studies                                         |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 495               |                    | \$91,495          |             |
| 5.1 Preliminary Study (Level 1 or 2)                                   |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 188               |                    | \$35,130          |             |
| 5.2 Final Design Study (Level 4)                                       |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 307               |                    | \$56,366          |             |
| 6. Utility Coordination and Design                                     |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 3664              | \$50,000           | \$831,045         |             |
| 6.1 Potable Water                                                      |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 898               |                    | \$173,739         |             |
| 6.1.1 Potable Water Master Planning Review and Feasibility             |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 154               |                    | \$36,233          |             |
| 6.1.2 Potable Water Study                                              |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 244               |                    | \$50,610          |             |
| 6.1.3 PSE Design - Pipeline in North Campus Road                       |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 500               |                    | \$86,896          |             |
| 6.2 Sewer                                                              |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 2,072             |                    | \$449,174         |             |
| 6.2.1 Sewer Master Planning Review and Feasibility                     |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 254               |                    | \$70,026          |             |
| 6.2.2 Sewer Study                                                      |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 454               |                    | \$107,055         |             |
| 6.2.3 PSE Design - Pipeline in North Campus Road                       |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 624               |                    | \$122,705         |             |
| 6.2.4 Temporary Gravity Pipeline                                       |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 740               |                    | \$149,389         |             |
| 6.3 Dry Utility Coordination                                           |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 508               |                    | \$123,076         |             |
| 6.4 Existing Utility Coordination and Potholing                        |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 186               | \$50,000           | \$85,055          |             |
| 7. Right of Way Support                                                | 6                            | 24                                     |                                   | 18                                |             |          |                                | 48          |                   | \$8,090    |                                     |                 |                                     |                            |                              |          |                 |             |                   | 641               |                    | \$118,084         |             |
| 7.1 Right of Way Coordination of Dedication Documents                  |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 30                |                    | \$7,480           |             |
| 7.2 Plats and Legals                                                   | 6                            | 24                                     |                                   | 18                                |             |          |                                | 48          |                   | \$8,090    |                                     |                 |                                     |                            |                              |          |                 |             |                   | 64                |                    | \$11,740          |             |
| 7.3 Right of Way Property Owner Exhibits and Coordination Support      |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 100               |                    | \$20,414          |             |
| 7.4 Title Research                                                     |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 10                |                    | \$1,305           |             |
| 7.5 Right of Way Management and Coordination Services (OPTIONAL)       |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 30                |                    | \$7,480           |             |
| 7.6 Appraisal Process (OPTIONAL)                                       |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 106               |                    | \$13,963          |             |
| 7.7 Negotiate for Right of Way (OPTIONAL)                              |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 220               |                    | \$43,448          |             |
| 7.8 Escrow Coordination (OPTIONAL)                                     |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 54                |                    | \$8,170           |             |
| 7.9 Project Close-out (OPTIONAL)                                       |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 27                |                    | \$4,085           |             |
| 8. Roadway Design                                                      |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     | 3               |                                     | 5                          |                              |          | 2               | 10          |                   | \$1,520           | 3672               | \$14,880          | \$682,146   |
| 8.1 35% Design of Ultimate ROW                                         |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 822               | \$14,880           | \$169,966         |             |
| 8.1.1 Traffic Study                                                    |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 8                 | \$14,880           | \$17,013          |             |
| 8.1.2 Basis of Design Memorandum/GAD                                   |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 118               |                    | \$24,753          |             |
| 8.1.3 Roadway Layout                                                   |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 392               |                    | \$65,941          |             |
| 8.1.4 School Design Coordination                                       |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 304               |                    | \$62,259          |             |
| 8.2 65% Design of Phase 1 Construction                                 |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     | 3               |                                     | 5                          |                              |          | 2               | 10          |                   | \$1,520           | 1,350              |                   | \$242,049   |
| 8.3 90% Design of Phase 1 Construction                                 |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 1,010             |                    | \$180,476         |             |
| 8.4 100% Design of Phase 1 Construction Ready for Bid                  |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 490               |                    | \$89,655          |             |
| 9. Bid Support (OPTIONAL)                                              |                              |                                        |                                   |                                   |             |          |                                |             |                   |            |                                     |                 |                                     |                            |                              |          |                 |             |                   | 100               |                    | \$23,024          |             |
| 10. Construction Support (OPTIONAL)                                    |                              |                                        |                                   |                                   |             |          |                                |             |                   |            | 12                                  | 26              |                                     | 40                         | 32                           | 12       | 6               | 128         |                   | \$19,880          | 758                |                   | \$158,234   |
| TOTAL HOURS WITHOUT OPTIONAL TASKS                                     | 18                           | 48                                     | 12                                | 58                                | 80          | 80       | 72                             | 368         |                   |            | 16                                  | 7               |                                     | 11                         | 38                           | 6        | 4               | 82          |                   |                   | 10,581             |                   |             |
| TOTAL COST WITHOUT OPTIONAL TASKS                                      | \$4,343                      | \$8,174                                | \$1,703                           | \$8,233                           | \$17,030    | \$17,030 | \$6,948                        |             | \$12,650          | \$76,112   | \$3,120                             | \$1,295         |                                     | \$1,705                    | \$5,510                      | \$660    | \$380           |             | \$29,395          | \$42,065          |                    | \$108,425         | \$2,253,067 |
| TOTAL HOURS WITH OPTIONAL TASKS                                        | 18                           | 48                                     | 12                                | 58                                | 80          | 80       | 72                             | 368         |                   |            | 28                                  | 33              |                                     | 51                         | 70                           | 18       | 10              | 210         |                   |                   | 11,876             |                   |             |
| TOTAL COST WITH OPTIONAL TASKS                                         | \$4,343                      | \$8,174                                | \$1,703                           | \$8,233                           | \$17,030    | \$17,030 | \$6,948                        |             | \$12,650          | \$76,112   | \$5,460                             | \$6,105         |                                     | \$7,905                    | \$10,150                     | \$1,980  | \$950           |             | \$29,395          | \$61,945          |                    | \$108,425         | \$2,511,470 |

\*Billing Rates are in accordance with those set forth in the On-Call Civil Design Services, Professional Land S.

ITEM 9.4.  
**North Campus Road Project Area Map**





# MEMORANDUM



## ITEM 9.5.

**DATE:** October 20, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Albert Stricker, Public Works Director  
Drew Hart, Senior Transportation Planner

**SUBJECT:** **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-221 WITH HDR ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR ON-CALL PROFESSIONAL TRANSPORTATION PLANNING AND ENGINEERING SERVICES, AND CONTRACT NO. 2025-223 WITH W-TRANS IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR ON-CALL PROFESSIONAL TRANSPORTATION PLANNING AND ENGINEERING SERVICES, AND CONTRACT NO. 2025-222 WITH KITTELSON & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR ON-CALL PROFESSIONAL TRANSPORTATION PLANNING AND ENGINEERING SERVICES**

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### **RECOMMENDATION**

Adopt the Resolution.

### **RESULT OF RECOMMENDED ACTION**

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2025-221 with HDR Engineering, Inc. in an Amount not to Exceed \$1,000,000 for on-call professional transportation planning and engineering services, and Contract No. 2025-223 with W-Trans in an Amount not to Exceed \$1,000,000 for on-call professional transportation planning and engineering services, and Contract No. 2025-222 with Kittelson & Associates, Inc. in an Amount not to Exceed \$1,000,000 for on-call professional transportation planning and engineering services.

### **BACKGROUND**

The Public Works Department employs the assistance of qualified consultants for transportation planning and engineering services in order to provide topical expertise, augment staff capacity, address increases in workload, and broaden the resources available to serve the needs of the city. Establishing an on-call list of consultant teams allows the city to draw upon the additional resources when needed, in an expedited manner.

In 2025, a Request for Qualifications solicitation for Transportation Planning and Engineering Services was conducted wherein the city received 16 submittals from firms in the region.



Through the competitive selection review process, six firms have been selected for the on-call list. Those firms are as follows:

- Alta Planning + Design
- Fehr & Peers
- HDR Engineering, Inc.
- Kimley-Horn
- Kittelson & Associates, Inc.
- W-Trans

The three highest scoring firms of the six are recommended for an on-call contract. Those three firms are HDR Engineering, Inc., W-Trans, and Kittelson & Associates, Inc.

The on-call contracts will be a 3-year on-call term with the city's option of two 1-year extensions. The total contract value is for \$1,000,000 over the full term of the contract.

#### **FISCAL IMPACT AND FUNDING SOURCE**

Transportation planning and engineering efforts are paid through various funding sources earmarked for the projects. The total contract value is \$1,000,000 per contract over the full term of the contract with specific tasks drawing down against the full contract amount.

These services do not impact the city's General Fund.

#### **ATTACHMENT(S)**

1. Resolution
2. Contract No. 2025-221- HDR Engineering
3. Contract No. 2025-223 - W-Trans
4. Contract No. 2025-222 - Kittelson

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-221 WITH HDR ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR ON-CALL PROFESSIONAL TRANSPORTATION PLANNING AND ENGINEERING SERVICES, AND CONTRACT NO. 2025-223 WITH W-TRANS IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR ON-CALL PROFESSIONAL TRANSPORTATION PLANNING AND ENGINEERING SERVICES, AND CONTRACT NO. 2025-222 WITH KITTELSON & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR ON-CALL PROFESSIONAL TRANSPORTATION PLANNING AND ENGINEERING SERVICES**

**WHEREAS**, the City of Rancho Cordova desires to enter into Contract No. 2025-221 with HDR Engineering, Inc. in an amount not to exceed \$1,000,000 for on-call professional transportation planning and engineering services, and Contract No. 2025-223 with W-Trans in an amount not to exceed \$1,000,000 for on-call professional transportation planning and engineering services, and Contract No. 2025-222 with Kittelson & Associates, Inc. in an amount not to exceed \$1,000,000 for on-call professional transportation planning and engineering services; and

**WHEREAS**, the Public Works Department employs the assistance of qualified consultants for transportation planning and engineering services in order to provide subject matter expertise and flexibility to adapt to variable workload demands; and

**WHEREAS**, the contract will be paid through various funding sources earmarked for the projects. The contract does not impact the city's General Fund; and

**WHEREAS**, the Public Works Department performed a competitive request for qualifications solicitation to develop the qualified list of on-call transportation planning and engineering consultants; and

**WHEREAS**, on-call transportation planning and engineering contracts allow the city to draw upon greater resources, thus increasing the ability to handle workload peaks and respond nimbly to city needs.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** does authorize the City Manager to execute Contract No. 2025-221 with HDR Engineering, Inc. in an amount not to exceed \$1,000,000 for on-call professional transportation planning and engineering services, and Contract No. 2025-223 with W-Trans in an amount not to exceed \$1,000,000 for on-call professional transportation planning and engineering services, and Contract No. 2025-222 with Kittelson & Associates, Inc. in an amount not to exceed \$1,000,000 for on-call professional transportation planning and engineering services in a form approved by the City Attorney.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 20<sup>th</sup> day of October 2025 by the following vote:

**AYES:**

**ITEM 9.5.**

**ATTACHMENT 1**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

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Stacy Leitner, CMC  
City Clerk

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Siri Pulipati, Mayor

**ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF RANCHO CORDOVA AND HDR ENGINEERING, INC.**

THIS AGREEMENT (hereinafter referred to as "Agreement") for professional services is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and HDR Engineering, Inc. ("Professional") as of October 20, 2025.

**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 Services attached as Exhibit A ("Services") at the time and place and in the manner as specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2028, with the City's option to extend for up to two additional one-year terms. Professional shall complete the services 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. The period of performance for each specific task shall be in accordance with the Task Order for that task. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by a contract amendment.
- 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 reasonable 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.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed One Million Dollars and zero cents: (\$1,000,000.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement.

Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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 Invoice.** 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 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

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

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

**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. 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 10, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work completed in accordance with the requirements of this Agreement 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.

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

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

**SECTION 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work

on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

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

**Initial**

**4.2 Commercial General and Automobile Liability Insurance.**

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

contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

**Initial**

**4.3 Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed



professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
  - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
  - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

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

#### 4.4 All Policies Requirements.

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

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

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

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

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

**SECTION 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.**

- 5.1 General Requirements.** 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 to the extent caused by Professional's willful misconduct, negligent acts or omissions whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.
- 5.3 Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

**SECTION 6. STATUS OF PROFESSIONAL.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only

insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

## **SECTION 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. 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.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

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

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this

Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

**8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

**8.6.3** Retain a different Professional to complete the services described in Exhibit A not finished by Professional; and

**8.6.4** Charge Professional the difference between the cost to complete the services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

## **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.

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

- 9.3 Inspection and Audit of Records.** 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.

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

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

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

**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 Drew Hart ("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 City shall be sent to:

ATTN: Drew Hart  
City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

Any written notice to Professional shall be sent to:

ATTN: Jory Dille  
HDR Engineering, Inc.  
2365 Iron Point Rd.  
Folsom, CA 95630  
jory.dille@hdrinc.com

**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 services attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 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.

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

**CITY OF RANCHO CORDOVA**

**PROFESSIONAL**

\_\_\_\_\_  
**Micah Runner**, City Manager

\_\_\_\_\_  
**Vikrant Sanghai**, Vice President

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

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

Attest:

\_\_\_\_\_  
**Stacy Leitner**, CMC, City Clerk

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

Approved as to Form:

\_\_\_\_\_  
**Adam U. Lindgren**, City Attorney

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

**EXHIBIT A  
SCOPE OF SERVICES**

## Scope of Work

The Consultant shall only perform work that is assigned in an authorized Task Order. The executed on-call contract does not guarantee that a Task Order will be issued.

The Consultant shall provide Professional Transportation Planning, Transportation Engineering, Traffic Engineering, Roadway Design, Community Engagement, and Transit Planning and Programming for a wide range of services and public works projects. The Consultant shall prepare reports and develop plans, specifications, and estimates (PS&E) in accordance with the latest Caltrans, Sacramento County, and City standards, the State Local Assistance Procedures Manual, and other appropriate documents.

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

Specific services anticipated may include the following:

### 1. Local Traffic Analyses and Traffic Impact Analysis

Prepare and review Local Traffic Analyses (LTAs) for environmental documents and Traffic Impact Analyses (TIAs). Peer review analyses prepared by others. These may be initiated by either new development projects or roadway investments. Assist staff in preparing conditions of approval for developments.

### 2. Transportation Planning

Prepare and/or review Specific Plans, Corridor Plans, Transit Service Plans, Development Phasing Plans, and Feasibility Studies. Support staff with the management and review of plans and studies. Provide support in implementation of fee programs such as the transportation development impact fee. Support staff in implementing the city policy for reducing vehicle miles traveled (VMT), consistent with SB743.

### 3. Travel Demand Model Peer Review

Support city staff in short-term and long-term planning by reviewing and providing guidance on the travel demand model for the City of Rancho Cordova. This can include model runs of various scenarios or simulations at a localized area to provide staff with

data and sometimes visualizations to make transportation related decisions. Support City staff in discussions with outside organizations and assist in answering questions and requests related to the travel demand model.

#### **4. Traffic Safety Operations Analysis and Signal Timing**

Analyze traffic operations on the City's roadway system. Analyze crash data and other data sources and develop recommendations to improve traffic safety in the city.

Coordinate with the County of Sacramento on the City's behalf in supporting signal operations and maintenance. Develop and review traffic control plans for construction, emergencies, or major events. Conduct speed surveys, traffic counts, and other data collection as needed. Develop plans for transitioning the traffic signal operations and maintenance from Sacramento County DOT to the City of Rancho Cordova.

#### **5. Traffic Engineering Design Services**

Prepare design plans, specifications, and estimate (PS&E) for infrastructure including ITS projects, traffic signals, roundabouts, multimodal enhancements, bicycle and pedestrian projects, and others. Support staff with plan review and geometric analysis of designs. Prepare or review signing and striping plans, lane reassignment (road diet) plans, quick-build projects, and traffic calming plans. Provide or review project cost estimates and material sourcing.

#### **6. Grant Application Support**

Prepare, review, and/or submit grant applications on behalf of city staff. This can include the tracking of grant programs, the evaluation of potential projects and their fit and competitiveness for the grant program, the production of application materials, and the successful submission of applications.

#### **7. Roundabout Design and Review**

Prepare, review, and/or provide comments on behalf of city staff for roundabout design. This can include the review of traffic operations, comments on lane configuration, preparing independent fastest path checks, review and comment on design vehicle/truck paths, preparing intersection and stopping sign distance checks, and review on the overall geometric design and comments. These can be initiated by either new development

projects or capital improvement program roadway investments. Assist staff in preparing comments and subsequent reviews (if needed) on the proposed roundabout design.

## **8. Community Engagement**

Support city staff by actively involving members of a community in discussions, decision-making, and activities that impact their collective well-being. The aim is to build trust, foster collaboration, and create solutions that benefit both the community and the City. This interaction can take various forms, including town hall meetings, online forums, or collaborative projects, and the goal remains the same: to empower individuals and groups to play an active role in shaping the decisions and actions that affect their communities. Specific skills include developing an engagement approach and schedule, creating outreach materials and surveys, and summarizing and reporting on engagement efforts.

## **9. Municipal Services, General Staff Support, Staff Training, and Capacity Building**

Attend meetings with partner agencies, developers, and other entities representing the interests of the City. Prepare agreements, staff reports, and budgets related to the Capital Improvement Program and other Public Works efforts. Organize, track, follow-up, and coordinate plan review documents. Manage grant- and local-funded transportation plans, studies, and designs. Provide formal and informal staff training and capacity building, and department growth planning.

## **10. Other Services As-Needed**

Usage of the services is on an as-needed project basis so that if the demand is not there, the services will not be requested

### **A. Other Tasks:**

1. Aerial Photography/Mapping
2. Utility Survey
3. ALTA/ACSM Land Title Surveys
4. Transit Planning and Programming
5. Preparation of Federally Required Forms and Applications
6. Public Information Meetings
7. Grant Writing Assistance

8. Crash Data Analysis
9. Standards Development and Advisement
10. Graphic Design/Renderings/simulations
11. Event Transportation Planning and Traffic Control
12. Traffic Volume, Speed, and Parking Counts and Evaluations

**EXHIBIT B**  
**COMPENSATION SCHEDULE**



## HOURLY RATE SCHEDULE

2025 thru 2029

| TITLE                     | MINIMUM  | 2025<br>MAXIMUM | 2026<br>MAXIMUM | 2027<br>MAXIMUM | 2028<br>MAXIMUM | 2029<br>MAXIMUM |
|---------------------------|----------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Principal Engineer        | \$347.00 | \$600.00        | \$630.00        | \$662.00        | \$695.00        | \$730.00        |
| Supervising Engineer      | \$300.00 | \$457.00        | \$480.00        | \$504.00        | \$529.00        | \$555.00        |
| Senior Engineer II        | \$252.00 | \$410.00        | \$431.00        | \$453.00        | \$476.00        | \$500.00        |
| Senior Engineer I         | \$221.00 | \$378.00        | \$397.00        | \$417.00        | \$438.00        | \$460.00        |
| Engineer                  | \$126.00 | \$347.00        | \$364.00        | \$382.00        | \$401.00        | \$421.00        |
| Civil EIT II              | \$142.00 | \$237.00        | \$249.00        | \$261.00        | \$274.00        | \$288.00        |
| Civil EIT I               | \$110.00 | \$205.00        | \$215.00        | \$226.00        | \$237.00        | \$249.00        |
| Principal Planner         | \$252.00 | \$473.00        | \$497.00        | \$522.00        | \$548.00        | \$575.00        |
| Senior Planner            | \$189.00 | \$378.00        | \$397.00        | \$417.00        | \$438.00        | \$460.00        |
| Planner II                | \$221.00 | \$315.00        | \$331.00        | \$348.00        | \$365.00        | \$383.00        |
| Planner I                 | \$95.00  | \$221.00        | \$232.00        | \$244.00        | \$256.00        | \$269.00        |
| Traffic Analyst           | \$189.00 | \$284.00        | \$298.00        | \$313.00        | \$329.00        | \$345.00        |
| Sr. Funding/Grant Funding | \$205.00 | \$300.00        | \$315.00        | \$331.00        | \$348.00        | \$365.00        |
| Traffic EIT               | \$95.00  | \$221.00        | \$232.00        | \$244.00        | \$256.00        | \$269.00        |
| CADD Technician           | \$95.00  | \$125.00        | \$131.00        | \$138.00        | \$145.00        | \$152.00        |
| GIS Analyst               | \$189.00 | \$270.00        | \$284.00        | \$298.00        | \$313.00        | \$329.00        |
| Landscape Architect       | \$158.00 | \$220.00        | \$231.00        | \$243.00        | \$255.00        | \$268.00        |
| Principal in Charge       | \$378.00 | \$500.00        | \$525.00        | \$551.00        | \$579.00        | \$608.00        |
| Project Manager           | \$347.00 | \$473.00        | \$497.00        | \$522.00        | \$548.00        | \$575.00        |
| Public Outreach           | \$221.00 | \$347.00        | \$364.00        | \$382.00        | \$401.00        | \$421.00        |
| Project Coordinator       | \$95.00  | \$190.00        | \$200.00        | \$210.00        | \$221.00        | \$232.00        |
| Project Accountant        | \$95.00  | \$190.00        | \$200.00        | \$210.00        | \$221.00        | \$232.00        |



# BENNETT ENGINEERING SERVICES

## RATE SCHEDULE | 2025-2030



### PROFESSIONAL STAFF RATE SCHEDULE

| Billing Classifications | 2025-2026<br>Billing Rate | 2026-2027<br>Billing Rate | 2027-2028<br>Billing Rate | 2028-2029<br>Billing Rate | 2029-2030<br>Billing Rate |
|-------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Engineer 10             | \$319                     | \$329                     | \$338                     | \$349                     | \$359                     |
| Engineer 9              | \$304                     | \$313                     | \$323                     | \$332                     | \$342                     |
| Engineer 8              | \$283                     | \$291                     | \$300                     | \$309                     | \$319                     |
| Engineer 7              | \$263                     | \$271                     | \$279                     | \$287                     | \$296                     |
| Engineer 6              | \$245                     | \$252                     | \$260                     | \$268                     | \$276                     |
| Engineer 5              | \$231                     | \$238                     | \$245                     | \$252                     | \$260                     |
| Engineer 4              | \$215                     | \$221                     | \$228                     | \$235                     | \$242                     |
| Engineer 3              | \$203                     | \$209                     | \$215                     | \$222                     | \$228                     |
| Engineer 2              | \$191                     | \$197                     | \$203                     | \$209                     | \$215                     |
| Engineer 1              | \$180                     | \$185                     | \$191                     | \$197                     | \$203                     |
| Designer/Tech 7         | \$206                     | \$212                     | \$219                     | \$225                     | \$232                     |
| Designer/Tech 6         | \$191                     | \$197                     | \$203                     | \$209                     | \$215                     |
| Designer/Tech 5         | \$170                     | \$175                     | \$180                     | \$186                     | \$191                     |
| Designer/Tech 4         | \$150                     | \$155                     | \$159                     | \$164                     | \$169                     |
| Designer/Tech 3         | \$135                     | \$139                     | \$143                     | \$148                     | \$152                     |
| Designer/Tech 2         | \$121                     | \$125                     | \$128                     | \$132                     | \$136                     |
| Designer/Tech 1         | \$105                     | \$108                     | \$111                     | \$115                     | \$118                     |
| Project Coord 3         | \$175                     | \$180                     | \$186                     | \$191                     | \$197                     |
| Project Coord 2         | \$150                     | \$155                     | \$159                     | \$164                     | \$169                     |
| Project Coord 1         | \$125                     | \$129                     | \$133                     | \$137                     | \$141                     |
| Project Admin 5         | \$180                     | \$185                     | \$191                     | \$197                     | \$203                     |
| Project Admin 4         | \$157                     | \$162                     | \$167                     | \$172                     | \$177                     |
| Project Admin 3         | \$132                     | \$136                     | \$140                     | \$144                     | \$149                     |
| Project Admin 2         | \$105                     | \$108                     | \$111                     | \$115                     | \$118                     |
| Project Admin 1         | \$90                      | \$93                      | \$95                      | \$98                      | \$101                     |

► Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) and subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.

► Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium. Work mandated by Prevailing Wage laws will be charged accordingly.

► Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.

► Classifications may be added or removed as-needed without notice.

► Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.

► Rates are subject to change annually effective July 1.



80 Blue Ravine Rd – Suite 250  
Folsom, CA 95630  
916-900-6623  
www.unicoengineering.com

| RATE SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                   |           |                                        |           |                                        |           |                                        |           |                                        |           |                                        |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------|----------------------------------------|-----------|----------------------------------------|-----------|----------------------------------------|-----------|----------------------------------------|-----------|----------------------------------------|-----------|
| UNICO Engineering, Inc.<br>2025-2029                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                   |           |                                        |           |                                        |           |                                        |           |                                        |           |                                        |           |
| OVERHEAD %: 149.95%    PROFIT %: 10%    ESCALATION %: 5%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |           |                                        |           |                                        |           |                                        |           |                                        |           |                                        |           |
| CLASSIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DIRECT LABOR HOURLY<br>RATE RANGE |           | FULLY LOADED HOURLY<br>RATE RANGE 2025 |           | FULLY LOADED HOURLY<br>RATE RANGE 2026 |           | FULLY LOADED HOURLY<br>RATE RANGE 2027 |           | FULLY LOADED HOURLY<br>RATE RANGE 2028 |           | FULLY LOADED HOURLY<br>RATE RANGE 2029 |           |
| Principal Land Surveyor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ 90.00                          | \$ 110.00 | \$ 247.45                              | \$ 302.44 | \$ 259.82                              | \$ 317.56 | \$ 272.81                              | \$ 333.44 | \$ 286.45                              | \$ 350.11 | \$ 300.78                              | \$ 367.62 |
| Survey Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 80.00                          | \$ 100.00 | \$ 219.96                              | \$ 274.95 | \$ 230.95                              | \$ 288.69 | \$ 242.50                              | \$ 303.13 | \$ 254.63                              | \$ 318.28 | \$ 267.36                              | \$ 334.20 |
| Senior Land Surveyor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 65.00                          | \$ 85.00  | \$ 178.71                              | \$ 233.70 | \$ 187.65                              | \$ 245.39 | \$ 197.03                              | \$ 257.66 | \$ 206.88                              | \$ 270.54 | \$ 217.23                              | \$ 284.07 |
| Staff Land Surveyor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ 40.00                          | \$ 70.00  | \$ 109.98                              | \$ 192.46 | \$ 115.48                              | \$ 202.08 | \$ 121.25                              | \$ 212.19 | \$ 127.31                              | \$ 222.80 | \$ 133.68                              | \$ 233.94 |
| Party Chief (Prevailing Wage)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 77.00                          | \$ 97.00  | \$ 211.71                              | \$ 266.70 | \$ 222.29                              | \$ 280.03 | \$ 233.41                              | \$ 294.03 | \$ 245.08                              | \$ 308.73 | \$ 257.33                              | \$ 324.17 |
| Party Chief (Non-Prevailing Wage)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 40.00                          | \$ 60.00  | \$ 109.98                              | \$ 164.97 | \$ 115.48                              | \$ 173.22 | \$ 121.25                              | \$ 181.88 | \$ 127.31                              | \$ 190.97 | \$ 133.68                              | \$ 200.52 |
| Chainman/Rodman (Prevailing Wage)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 70.00                          | \$ 90.00  | \$ 192.46                              | \$ 247.45 | \$ 202.08                              | \$ 259.82 | \$ 212.19                              | \$ 272.81 | \$ 222.80                              | \$ 286.45 | \$ 233.94                              | \$ 300.78 |
| Chainman/Rodman (Non-Prevailing Wage)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 30.00                          | \$ 50.00  | \$ 82.48                               | \$ 137.47 | \$ 86.61                               | \$ 144.35 | \$ 90.94                               | \$ 151.56 | \$ 95.48                               | \$ 159.14 | \$ 100.26                              | \$ 167.10 |
| Draftsman/Survey Technician                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 30.00                          | \$ 50.00  | \$ 82.48                               | \$ 137.47 | \$ 86.61                               | \$ 144.35 | \$ 90.94                               | \$ 151.56 | \$ 95.48                               | \$ 159.14 | \$ 100.26                              | \$ 167.10 |
| Drone Pilot/Technician                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 55.00                          | \$ 75.00  | \$ 151.22                              | \$ 206.21 | \$ 158.78                              | \$ 216.52 | \$ 166.72                              | \$ 227.35 | \$ 175.06                              | \$ 238.71 | \$ 183.81                              | \$ 250.65 |
| <div><input type="checkbox"/> Reimbursement for per diem and mileage expenses shall be per the current federal reimbursement rate.</div> <div><input type="checkbox"/> Cost of normal survey stakes and other field supplies are included in the above rates.</div> <div><input type="checkbox"/> Special monuments, iron stakes, etc. will be charged at cost.</div> <div><input type="checkbox"/> Outside reproductions, services, and consultants will be charged at cost plus 10%.</div> <div><input type="checkbox"/> Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.</div> <div><input type="checkbox"/> Yearly prevailing wage anticipates a 5% escalation, however increases in DIR rate determinations will be charged accordingly.</div> <div><input type="checkbox"/> Overtime rate will be billed at 1.5 times the hourly rate for non-exempt employees</div> |                                   |           |                                        |           |                                        |           |                                        |           |                                        |           |                                        |           |

**Parikh Consultants**

| Billing Classifications   | 2025  | 2026  | 2027  |
|---------------------------|-------|-------|-------|
| Principal in Charge       | \$348 | \$365 | \$383 |
| Sr. Project Engineer/QAQC | \$260 | \$273 | \$286 |
| Senior Engineer II        | \$275 | \$289 | \$303 |
| Senior Engineer I         | \$244 | \$257 | \$269 |
| Senior Project Engineer   | \$214 | \$225 | \$236 |
| Project Engineer          | \$199 | \$209 | \$219 |
| Project Geologist/CEG     | \$199 | \$209 | \$219 |
| Project Geologist         | \$183 | \$193 | \$202 |
| Sr. Staff Engineer        | \$168 | \$177 | \$185 |
| Staff Engineer            | \$153 | \$161 | \$169 |
| Field Engineer/Geologist  | \$199 | \$209 | \$219 |
| Lab Technician            | \$122 | \$129 | \$135 |
| Drafting/Cadd Tech        | \$153 | \$161 | \$169 |
| Project Control           | \$275 | \$289 | \$303 |
| Technical Editor          | \$107 | \$113 | \$118 |

NDS  
Standard Pricing 2024

Intersection Turning Movements

| Region     | 2 Hour<br>1 Person | 2 Hour<br>2 Person | 4 Hour<br>1 Person | 4 Hour<br>2 Person | 6 Hour<br>1 Person | 6 Hour<br>2 Person |
|------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Sacramento | \$180              | \$270              | \$295              | \$445              | \$435              | \$665              |

Machine / Hose Counts

| Region     | Volume  |                    | Speed and/or Class |                    |
|------------|---------|--------------------|--------------------|--------------------|
|            | 1st Day | Additional<br>Days | 1st Day            | Additional<br>Days |
| Sacramento | \$105   | \$55               | \$155              | \$70               |

24 Hour Cameras

| Region     | 1st Day | Additional<br>Days | Review of<br>Video |
|------------|---------|--------------------|--------------------|
| Sacramento | \$215   | \$85               | \$35 / Hour        |

Drone Surveys

| Region     | Drone<br>Operator* | Drone Flight Time | Review of<br>Video |
|------------|--------------------|-------------------|--------------------|
| Sacramento | \$90/ Hour         | \$80 / 20 Minutes | \$35 / Hour        |

\*1 hour of operator setup time is required for all drone counts

Wavetronix

| Region     | Wavetronix Only* |                    | With Backup Camera** |                    |
|------------|------------------|--------------------|----------------------|--------------------|
|            | 1st Day          | Additional<br>Days | 1st Day              | Additional<br>Days |
| Sacramento | \$400            | \$175              | \$650                | \$325              |

\*Price reflects a 1 unit installation. Most project sites require 2 units for installation

Additional Services

| Region     | Bike / Ped<br>Counts | Parking<br>Survey | Travel<br>Time | Radar<br>(high vol) | Radar (average<br>vol) | Radar<br>(low vol) |
|------------|----------------------|-------------------|----------------|---------------------|------------------------|--------------------|
| Sacramento | \$75 / Hour          | \$75/ Hour        | \$150 / Hour   | \$65                | \$100                  | \$140              |

**ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF RANCHO CORDOVA AND WHITLOCK & WEINBERGER TRANSPORTATION, INC. (DBA  
W-TRANS)**

THIS AGREEMENT (hereinafter referred to as "Agreement") for professional services is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and Whitlock & Weinberger Transportation, Inc., dba W-Trans ("Professional") as of October 20, 2025.

**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 Services attached as Exhibit A ("Services") at the time and place and in the manner as specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2028, with the City's option to extend for up to two additional one-year terms. Professional shall complete the services 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. The period of performance for each specific task shall be in accordance with the Task Order for that task. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by a contract amendment.
- 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.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed One Million Dollars and zero cents: (\$1,000,000.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified

below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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 Invoice.** 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 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

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

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

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

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

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 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 10, 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.

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

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

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

provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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



contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

**Initial**

**4.3 Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed

professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
  - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
  - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

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

#### 4.4 All Policies Requirements.

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

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

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

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

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

**SECTION 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.**

- 5.1 General Requirements.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.
- 5.3 Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

**SECTION 6. STATUS OF PROFESSIONAL.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and

assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

## **SECTION 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. 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.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

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

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this

Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

**8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

**8.6.3** Retain a different Professional to complete the services described in Exhibit A not finished by Professional; and

**8.6.4** Charge Professional the difference between the cost to complete the services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

## **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.

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

- 9.3 Inspection and Audit of Records.** 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.

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

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



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

**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 Drew Hart ("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 City shall be sent to:

ATTN: Drew Hart  
City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

Any written notice to Professional shall be sent to:

ATTN: Kevin Carstens  
W-Trans  
414 13<sup>th</sup> St, 5<sup>th</sup> Floor  
Oakland, CA 94612  
kcarstens@w-trans.com

**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 services attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 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.

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

**CITY OF RANCHO CORDOVA**

**PROFESSIONAL**

\_\_\_\_\_  
**Micah Runner**, City Manager

\_\_\_\_\_  
**Dalene J. Whitlock**, PE, PTOE, Senior Principal

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

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

Attest:

\_\_\_\_\_  
**Stacy Leitner**, CMC, City Clerk

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

Approved as to Form:

\_\_\_\_\_  
**Adam U. Lindgren**, City Attorney

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

## Scope of Work

The Consultant shall only perform work that is assigned in an authorized Task Order. The executed on-call contract does not guarantee that a Task Order will be issued.

The Consultant shall provide Professional Transportation Planning, Transportation Engineering, Traffic Engineering, Roadway Design, Community Engagement, and Transit Planning and Programming for a wide range of services and public works projects. The Consultant shall prepare reports and develop plans, specifications, and estimates (PS&E) in accordance with the latest Caltrans, Sacramento County, and City standards, the State Local Assistance Procedures Manual, and other appropriate documents.

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

Specific services anticipated may include the following:

### 1. Local Traffic Analyses and Traffic Impact Analysis

Prepare and review Local Traffic Analyses (LTAs) for environmental documents and Traffic Impact Analyses (TIAs). Peer review analyses prepared by others. These may be initiated by either new development projects or roadway investments. Assist staff in preparing conditions of approval for developments.

### 2. Transportation Planning

Prepare and/or review Specific Plans, Corridor Plans, Transit Service Plans, Development Phasing Plans, and Feasibility Studies. Support staff with the management and review of plans and studies. Provide support in implementation of fee programs such as the transportation development impact fee. Support staff in implementing the city policy for reducing vehicle miles traveled (VMT), consistent with SB743.

### 3. Travel Demand Model Peer Review

Support city staff in short-term and long-term planning by reviewing and providing guidance on the travel demand model for the City of Rancho Cordova. This can include model runs of various scenarios or simulations at a localized area to provide staff with

data and sometimes visualizations to make transportation related decisions. Support City staff in discussions with outside organizations and assist in answering questions and requests related to the travel demand model.

#### **4. Traffic Safety Operations Analysis and Signal Timing**

Analyze traffic operations on the City's roadway system. Analyze crash data and other data sources and develop recommendations to improve traffic safety in the city.

Coordinate with the County of Sacramento on the City's behalf in supporting signal operations and maintenance. Develop and review traffic control plans for construction, emergencies, or major events. Conduct speed surveys, traffic counts, and other data collection as needed. Develop plans for transitioning the traffic signal operations and maintenance from Sacramento County DOT to the City of Rancho Cordova.

#### **5. Traffic Engineering Design Services**

Prepare design plans, specifications, and estimate (PS&E) for infrastructure including ITS projects, traffic signals, roundabouts, multimodal enhancements, bicycle and pedestrian projects, and others. Support staff with plan review and geometric analysis of designs. Prepare or review signing and striping plans, lane reassignment (road diet) plans, quick-build projects, and traffic calming plans. Provide or review project cost estimates and material sourcing.

#### **6. Grant Application Support**

Prepare, review, and/or submit grant applications on behalf of city staff. This can include the tracking of grant programs, the evaluation of potential projects and their fit and competitiveness for the grant program, the production of application materials, and the successful submission of applications.

#### **7. Roundabout Design and Review**

Prepare, review, and/or provide comments on behalf of city staff for roundabout design. This can include the review of traffic operations, comments on lane configuration, preparing independent fastest path checks, review and comment on design vehicle/truck paths, preparing intersection and stopping sign distance checks, and review on the overall geometric design and comments. These can be initiated by either new development

projects or capital improvement program roadway investments. Assist staff in preparing comments and subsequent reviews (if needed) on the proposed roundabout design.

## **8. Community Engagement**

Support city staff by actively involving members of a community in discussions, decision-making, and activities that impact their collective well-being. The aim is to build trust, foster collaboration, and create solutions that benefit both the community and the City. This interaction can take various forms, including town hall meetings, online forums, or collaborative projects, and the goal remains the same: to empower individuals and groups to play an active role in shaping the decisions and actions that affect their communities. Specific skills include developing an engagement approach and schedule, creating outreach materials and surveys, and summarizing and reporting on engagement efforts.

## **9. Municipal Services, General Staff Support, Staff Training, and Capacity Building**

Attend meetings with partner agencies, developers, and other entities representing the interests of the City. Prepare agreements, staff reports, and budgets related to the Capital Improvement Program and other Public Works efforts. Organize, track, follow-up, and coordinate plan review documents. Manage grant- and local-funded transportation plans, studies, and designs. Provide formal and informal staff training and capacity building, and department growth planning.

## **10. Other Services As-Needed**

Usage of the services is on an as-needed project basis so that if the demand is not there, the services will not be requested

### **A. Other Tasks:**

1. Aerial Photography/Mapping
2. Utility Survey
3. ALTA/ACSM Land Title Surveys
4. Transit Planning and Programming
5. Preparation of Federally Required Forms and Applications
6. Public Information Meetings
7. Grant Writing Assistance

8. Crash Data Analysis
9. Standards Development and Advisement
10. Graphic Design/Renderings/simulations
11. Event Transportation Planning and Traffic Control
12. Traffic Volume, Speed, and Parking Counts and Evaluations

**EXHIBIT B**  
**COMPENSATION SCHEDULE**





## Fee Schedule

### 2025-2029 Staff Billing Rates (per hour)

| Position                   | 2025 Billing Rates | Anticipated 2026-2029 Billing Rates |
|----------------------------|--------------------|-------------------------------------|
| Senior Principal           | \$335 – \$380      | \$345 – \$460                       |
| Principal                  | \$280 – \$320      | \$290 – \$400                       |
| Senior Engineer/Planner    | \$210 – \$235      | \$220 – \$315                       |
| Engineer/Planner           | \$200 – \$215      | \$215 – \$295                       |
| Associate Engineer/Planner | \$165 – \$180      | \$175 – \$260                       |
| Assistant Engineer/Planner | \$135 – \$165      | \$145 – \$225                       |
| Technician/Administrative  | \$130 – \$160      | \$140 – \$240                       |
| Intern                     | \$60 – \$80        | \$65 – \$125                        |
| Field Technician           | \$30 – \$75        | \$35 – \$95                         |

### 2025 Expense Charges

| Item                  | Charge        |
|-----------------------|---------------|
| Mileage               | \$0.77/mile*  |
| Services and Expenses | 10% surcharge |

Please note the rate ranges for 2026-2029 are large and have overlaps between categories to accommodate anticipated new hires as well as increases in salaries, and therefore represent rates over a **five-year** period.

Rates will be reset each January 1 and be valid for work performed during that calendar year. Should work extend beyond the end of 2029, a new rate schedule would need to be submitted as any work performed after January 1, 2030, and any subsequent year would need to be billed at the rates established for that year.

\* Mileage charge will be based on the IRS Standard Mileage Rate (currently set at \$0.70/mile effective January 1, 2025) plus 10 percent.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF RANCHO CORDOVA AND KITTELSON & ASSOCIATES INC.**

THIS AGREEMENT (hereinafter referred to as "Agreement") for professional services is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and Kittelson & Associates Inc. ("Professional") as of October 20, 2025.

**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 Services attached as Exhibit A ("Services") at the time and place and in the manner as specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2028, with the City's option to extend for up to two additional one-year terms. Professional shall complete the services 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. The period of performance for each specific task shall be in accordance with the Task Order for that task. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by a contract amendment.
- 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.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed One Million Dollars and zero cents: (\$1,000,000.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement.

Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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 Invoice.** 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 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

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

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

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

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

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 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 10, 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.

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

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

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

provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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

contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

**Initial**

**4.3 Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed

professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
  - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
  - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

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

#### 4.4 All Policies Requirements.

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

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

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

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

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



**SECTION 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.**

- 5.1 General Requirements.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.
- 5.3 Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

**SECTION 6. STATUS OF PROFESSIONAL.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and

assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

## **SECTION 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. 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.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

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

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this

Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

**8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

**8.6.3** Retain a different Professional to complete the services described in Exhibit A not finished by Professional; and

**8.6.4** Charge Professional the difference between the cost to complete the services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

## **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.

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

- 9.3 Inspection and Audit of Records.** 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.

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

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

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

**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 Drew Hart ("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 City shall be sent to:

ATTN: Drew Hart  
City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

Any written notice to Professional shall be sent to:

ATTN: Mike Alston  
Kittelson & Associates  
2510 J Street, Suite 200  
Sacramento, CA 95816  
malston@kittelson.com

**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 services attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 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.

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

**CITY OF RANCHO CORDOVA**

**PROFESSIONAL**

\_\_\_\_\_  
**Micah Runner**, City Manager

\_\_\_\_\_  
**Dave Mills**, Operations Leader

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

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

Attest:

\_\_\_\_\_  
**Stacy Leitner**, CMC, City Clerk

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

Approved as to Form:

\_\_\_\_\_  
**Adam U. Lindgren**, City Attorney

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



**EXHIBIT A  
SCOPE OF SERVICES**

## Scope of Work

The Consultant shall only perform work that is assigned in an authorized Task Order. The executed on-call contract does not guarantee that a Task Order will be issued.

The Consultant shall provide Professional Transportation Planning, Transportation Engineering, Traffic Engineering, Roadway Design, Community Engagement, and Transit Planning and Programming for a wide range of services and public works projects. The Consultant shall prepare reports and develop plans, specifications, and estimates (PS&E) in accordance with the latest Caltrans, Sacramento County, and City standards, the State Local Assistance Procedures Manual, and other appropriate documents.

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

Specific services anticipated may include the following:

### 1. Local Traffic Analyses and Traffic Impact Analysis

Prepare and review Local Traffic Analyses (LTAs) for environmental documents and Traffic Impact Analyses (TIAs). Peer review analyses prepared by others. These may be initiated by either new development projects or roadway investments. Assist staff in preparing conditions of approval for developments.

### 2. Transportation Planning

Prepare and/or review Specific Plans, Corridor Plans, Transit Service Plans, Development Phasing Plans, and Feasibility Studies. Support staff with the management and review of plans and studies. Provide support in implementation of fee programs such as the transportation development impact fee. Support staff in implementing the city policy for reducing vehicle miles traveled (VMT), consistent with SB743.

### 3. Travel Demand Model Peer Review

Support city staff in short-term and long-term planning by reviewing and providing guidance on the travel demand model for the City of Rancho Cordova. This can include model runs of various scenarios or simulations at a localized area to provide staff with

data and sometimes visualizations to make transportation related decisions. Support City staff in discussions with outside organizations and assist in answering questions and requests related to the travel demand model.

#### **4. Traffic Safety Operations Analysis and Signal Timing**

Analyze traffic operations on the City's roadway system. Analyze crash data and other data sources and develop recommendations to improve traffic safety in the city.

Coordinate with the County of Sacramento on the City's behalf in supporting signal operations and maintenance. Develop and review traffic control plans for construction, emergencies, or major events. Conduct speed surveys, traffic counts, and other data collection as needed. Develop plans for transitioning the traffic signal operations and maintenance from Sacramento County DOT to the City of Rancho Cordova.

#### **5. Traffic Engineering Design Services**

Prepare design plans, specifications, and estimate (PS&E) for infrastructure including ITS projects, traffic signals, roundabouts, multimodal enhancements, bicycle and pedestrian projects, and others. Support staff with plan review and geometric analysis of designs. Prepare or review signing and striping plans, lane reassignment (road diet) plans, quick-build projects, and traffic calming plans. Provide or review project cost estimates and material sourcing.

#### **6. Grant Application Support**

Prepare, review, and/or submit grant applications on behalf of city staff. This can include the tracking of grant programs, the evaluation of potential projects and their fit and competitiveness for the grant program, the production of application materials, and the successful submission of applications.

#### **7. Roundabout Design and Review**

Prepare, review, and/or provide comments on behalf of city staff for roundabout design. This can include the review of traffic operations, comments on lane configuration, preparing independent fastest path checks, review and comment on design vehicle/truck paths, preparing intersection and stopping sign distance checks, and review on the overall geometric design and comments. These can be initiated by either new development

projects or capital improvement program roadway investments. Assist staff in preparing comments and subsequent reviews (if needed) on the proposed roundabout design.

## **8. Community Engagement**

Support city staff by actively involving members of a community in discussions, decision-making, and activities that impact their collective well-being. The aim is to build trust, foster collaboration, and create solutions that benefit both the community and the City. This interaction can take various forms, including town hall meetings, online forums, or collaborative projects, and the goal remains the same: to empower individuals and groups to play an active role in shaping the decisions and actions that affect their communities. Specific skills include developing an engagement approach and schedule, creating outreach materials and surveys, and summarizing and reporting on engagement efforts.

## **9. Municipal Services, General Staff Support, Staff Training, and Capacity Building**

Attend meetings with partner agencies, developers, and other entities representing the interests of the City. Prepare agreements, staff reports, and budgets related to the Capital Improvement Program and other Public Works efforts. Organize, track, follow-up, and coordinate plan review documents. Manage grant- and local-funded transportation plans, studies, and designs. Provide formal and informal staff training and capacity building, and department growth planning.

## **10. Other Services As-Needed**

Usage of the services is on an as-needed project basis so that if the demand is not there, the services will not be requested

### **A. Other Tasks:**

1. Aerial Photography/Mapping
2. Utility Survey
3. ALTA/ACSM Land Title Surveys
4. Transit Planning and Programming
5. Preparation of Federally Required Forms and Applications
6. Public Information Meetings
7. Grant Writing Assistance

8. Crash Data Analysis
9. Standards Development and Advisement
10. Graphic Design/Renderings/simulations
11. Event Transportation Planning and Traffic Control
12. Traffic Volume, Speed, and Parking Counts and Evaluations

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

**City of Rancho Cordova**  
**Rate Schedule**  
*As of May 2025*

| <b>Classification</b>              | <b>Hourly<br/>Billing Rate*</b> |
|------------------------------------|---------------------------------|
| Senior Principal Engineer/Planner  | \$319.55                        |
| Principal Engineer/Planner         | \$282.57                        |
| Associate Engineer/Planner         | \$264.37                        |
| Senior Engineer/Planner            | \$218.19                        |
| Engineer/Planner                   | \$183.21                        |
| Transportation Analyst             | \$158.40                        |
| Technician I                       | \$116.80                        |
| Technician II                      | \$156.17                        |
| Senior Technician                  | \$171.77                        |
| Associate Technician               | \$201.94                        |
| Office Support                     | \$114.96                        |
| Data Analyst / Software Technician | \$167.37                        |
| Senior Data Scientist/Developer    | \$245.09                        |

*\*Classification rates shown above were developed using Kittelson's audited overhead of 207.16%, 10% profit, and escalated for the initial three-year term of the contract. Actual wage rates will be invoiced with a standard multiplier for all time and material efforts.*

|                               | Hourly rates                    |                                 |                                    |
|-------------------------------|---------------------------------|---------------------------------|------------------------------------|
| Category                      | Year 1: Jul 2025<br>to Jun 2026 | Year 2: Jul 2026<br>to Jun 2027 | Year 3: Jul<br>2027 to Jun<br>2028 |
| Engineering Lead III          | 340.0                           | 358.0                           | 376.0                              |
| Engineering Lead II           | 298.0                           | 314.0                           | 330.0                              |
| Engineering Lead I            | 260.0                           | 274.0                           | 288.0                              |
| Senior Engineer               | 234.0                           | 246.0                           | 260.0                              |
| Project Engineer II           | 204.0                           | 216.0                           | 228.0                              |
| Project Engineer              | 182.0                           | 192.0                           | 202.0                              |
| Engineer III                  | 166.0                           | 176.0                           | 186.0                              |
| Engineer II                   | 140.0                           | 148.0                           | 156.0                              |
| Engineer                      | 128.0                           | 136.0                           | 144.0                              |
| Technician Manager            | 174.0                           | 184.0                           | 194.0                              |
| Technician                    | 100.0                           | 106.0                           | 112.0                              |
| Planning Lead III             | 326.0                           | 344.0                           | 362.0                              |
| Planning Lead II              | 278.0                           | 292.0                           | 308.0                              |
| Planning Lead                 | 240.0                           | 252.0                           | 266.0                              |
| Senior Planner                | 216.0                           | 228.0                           | 240.0                              |
| Project Planner II            | 190.0                           | 200.0                           | 210.0                              |
| Project Planner               | 180.0                           | 190.0                           | 200.0                              |
| Planner III                   | 164.0                           | 174.0                           | 184.0                              |
| Planner II                    | 146.0                           | 154.0                           | 162.0                              |
| Planner                       | 126.0                           | 134.0                           | 142.0                              |
| Senior Designer               | 230.0                           | 242.0                           | 256.0                              |
| Designer II                   | 180.0                           | 190.0                           | 200.0                              |
| Designer                      | 120.0                           | 126.0                           | 134.0                              |
| GIS Specialist                | 184.0                           | 194.0                           | 204.0                              |
| GIS Analyst                   | 152.0                           | 160.0                           | 168.0                              |
| Graphic Designer              | 136.0                           | 144.0                           | 152.0                              |
| Intern                        | 94.0                            | 100.0                           | 106.0                              |
| Landscape Architect<br>Lead   | 282.0                           | 298.0                           | 314.0                              |
| Senior Landscape<br>Architect | 200.0                           | 210.0                           | 222.0                              |
| Landscape Architect           | 178.0                           | 188.0                           | 198.0                              |
| Admin                         | 150.0                           | 158.0                           | 166.0                              |

Toole Design will bill direct expenses at cost, consistent with any contractual requirements.

- Lodging: will use GSA rates for the Sacramento Region
- Travel: will use the federal mileage rate (currently \$0.70./mile)
- Printing and production: at cost

# BENNETT ENGINEERING SERVICES

## RATE SCHEDULE | 2025-2030

### PROFESSIONAL STAFF RATE SCHEDULE

| Billing Classifications | 2025-2026<br>Billing Rate | 2026-2027<br>Billing Rate | 2027-2028<br>Billing Rate | 2028-2029<br>Billing Rate | 2029-2030<br>Billing Rate |
|-------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Engineer 10             | \$319                     | \$329                     | \$338                     | \$349                     | \$359                     |
| Engineer 9              | \$304                     | \$313                     | \$323                     | \$332                     | \$342                     |
| Engineer 8              | \$283                     | \$291                     | \$300                     | \$309                     | \$319                     |
| Engineer 7              | \$263                     | \$271                     | \$279                     | \$287                     | \$296                     |
| Engineer 6              | \$245                     | \$252                     | \$260                     | \$268                     | \$276                     |
| Engineer 5              | \$231                     | \$238                     | \$245                     | \$252                     | \$260                     |
| Engineer 4              | \$215                     | \$221                     | \$228                     | \$235                     | \$242                     |
| Engineer 3              | \$203                     | \$209                     | \$215                     | \$222                     | \$228                     |
| Engineer 2              | \$191                     | \$197                     | \$203                     | \$209                     | \$215                     |
| Engineer 1              | \$180                     | \$185                     | \$191                     | \$197                     | \$203                     |
| Designer/Tech 7         | \$206                     | \$212                     | \$219                     | \$225                     | \$232                     |
| Designer/Tech 6         | \$191                     | \$197                     | \$203                     | \$209                     | \$215                     |
| Designer/Tech 5         | \$170                     | \$175                     | \$180                     | \$186                     | \$191                     |
| Designer/Tech 4         | \$150                     | \$155                     | \$159                     | \$164                     | \$169                     |
| Designer/Tech 3         | \$135                     | \$139                     | \$143                     | \$148                     | \$152                     |
| Designer/Tech 2         | \$121                     | \$125                     | \$128                     | \$132                     | \$136                     |
| Designer/Tech 1         | \$105                     | \$108                     | \$111                     | \$115                     | \$118                     |
| Project Coord 3         | \$175                     | \$180                     | \$186                     | \$191                     | \$197                     |
| Project Coord 2         | \$150                     | \$155                     | \$159                     | \$164                     | \$169                     |
| Project Coord 1         | \$125                     | \$129                     | \$133                     | \$137                     | \$141                     |
| Project Admin 5         | \$180                     | \$185                     | \$191                     | \$197                     | \$203                     |
| Project Admin 4         | \$157                     | \$162                     | \$167                     | \$172                     | \$177                     |
| Project Admin 3         | \$132                     | \$136                     | \$140                     | \$144                     | \$149                     |
| Project Admin 2         | \$105                     | \$108                     | \$111                     | \$115                     | \$118                     |
| Project Admin 1         | \$90                      | \$93                      | \$95                      | \$98                      | \$101                     |

- Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) and subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium. Work mandated by Prevailing Wage laws will be charged accordingly.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1.





AIM 2025 Rate Sheet:

Classification/Hourly Rates

- Outreach Oversight - \$185-\$250
- Graphic Designer - \$175 - \$210
- Senior Outreach Manager: \$150-\$185
- Outreach Manager III - \$135 - \$150
- Outreach Coordinator II \$110-\$135
- Outreach Coordinator I - \$90-\$110

# MEMORANDUM



## ITEM 11.1.

**DATE:** October 20, 2025

**TO:** Honorable Mayor and Council Members

**FROM:** Amanda Norton, Economic Development Director  
Lydia Thung, Management Analyst

**SUBJECT:** **PUBLIC HEARING TO ACCEPT THE FINAL ECONOMIC SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083, AND A RESOLUTION TO TERMINATE AN ECONOMIC DEVELOPMENT SUBSIDY IN THE FORM OF A JOBS AND TALENT ATTRACTION PROGRAM ECONOMIC INCENTIVE FOR CLUTCH AND RESCIND RESOLUTION NO. 88-2024**

### RECOMMENDATION

Conduct a public hearing on an Economic Subsidy Report for a previously approved Jobs and Talent Attraction Program Economic Incentive Agreement for Clutch and accept the report. Adopt the Resolution to terminate the Jobs and Talent Attraction Program Economic Incentive Agreement and rescind Resolution No. 88-2024 which approved the Incentive Agreement between the City of Rancho Cordova and Clutch.

### RESULT OF RECOMMENDED ACTION

The city will fulfill its statutory reporting requirements for the previously approved economic subsidy. The Jobs and Talent Attraction Program Economic Incentive with Clutch would be officially concluded, and all city obligations tied to the incentive would be nullified.

### BACKGROUND

On August 19, 2019, the City Council passed and adopted Resolution No. 95-2019, approving the establishment of the Jobs and Talent Attraction Program to boost the quality of life within the city by diversifying the local economy and providing high-quality jobs.

Clutch, established in 2019, is an award-winning, woman-owned business specializing in consulting services for both private and public sectors. In January 2024, Clutch leased an existing building at 3249 Quality Drive, Rancho Cordova, CA, to establish its headquarters for operations.

On July 1, 2024, City Council approved Resolution No. 88-2024 authorizing the City Manager to execute a Jobs and Talent Attraction Program Economic Incentive Agreement to support Clutch's integration and to encourage further investment in our community. Under the Agreement, Clutch committed to creating and hiring 78 net new full-time equivalent (FTE) jobs between July 2024 and June 2025. To qualify for the Incentive, the wages for the new positions

had to be at least 125% of the average wage in the City of Rancho Cordova at the time of the Agreement execution. At the time, the city's average wage was \$72,800; therefore, the required minimum qualifying wage was \$91,000. The Incentive Agreement established that the city would contribute \$5,000 per qualifying job, with a maximum award not to exceed \$390,000.

Since approval of the Agreement, Clutch has continued to establish its operations in Rancho Cordova. However, the job creation benchmarks were not achieved within the timeframe established within the Agreement guidelines. As a result, the Agreement is not able to move forward.

Staff are bringing this item to City Council to provide public notice of the Economic Subsidy Report pursuant to Government Code Section 53083 and to formally terminate the Jobs and Talent Attraction Program Economic Incentive Agreement with Clutch.

#### **FISCAL IMPACT AND FUNDING SOURCE**

No city funds have been expended under this agreement.

#### **ATTACHMENT(S)**

1. Resolution
2. Economic Development Subsidy Report Clutch
3. Presentation

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ACCEPTING THE FINAL ECONOMIC SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083, TERMINATING THE AGREEMENT WITH CLUTCH FOR A JOBS AND TALENT ATTRACTION PROGRAM INCENTIVE, AND RESCINDING RESOLUTION NO. 88-2024.**

**WHEREAS**, the City Council approved the Jobs and Talent Attraction Program in 2019 with the purpose of diversifying the local economy and attracting high-quality jobs which would enhance the community's financial stability and quality of life; and

**WHEREAS**, on July 1, 2024, the City Council approved an Agreement with Clutch, a woman-owned consulting business headquartered in Rancho Cordova, for a Jobs and Talent Attraction Program Economic Incentive; and

**WHEREAS**, the Agreement required Clutch to create 78 net new full-time equivalent jobs in Rancho Cordova within a defined timeframe; and

**WHEREAS**, the wages of the eligible net new full-time equivalent jobs were required to be at least 125 percent of the average wage in the City of Rancho Cordova at the time of the Agreement's execution. At that time, the city's average wage was \$72,800; therefore, the required minimum wage per job was \$91,000; and

**WHEREAS**, the hiring benchmarks established in the Agreement were not achieved within the defined hiring timeframe; therefore, the agreement is not able to move forward; and

**WHEREAS**, no city funds have been disbursed under the Agreement; and

**WHEREAS**, pursuant to Government Code Section 53083, the city is required to prepare and publicly notice an Economic Subsidy Report.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY:**

1. Accepts the final Economic Subsidy Report prepared pursuant to Government Code Section 53083;
2. Acknowledges the termination of the Jobs and Talent Attraction Program Economic Incentive Agreement with Clutch;
3. Rescinds Resolution No. 88-2024.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 20<sup>th</sup> day of October 2025 by the following vote:

**AYES:**

**NOES:**

**ITEM 11.1.**

**ATTACHMENT 1**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

---

Stacy Leitner, CMC  
City Clerk

---

Siri Pulipati, Mayor

**City of Rancho Cordova Economic Development Subsidy Report,**  
**Clutch**

Awarded: July 1, 2024

Final Public Hearing: October 20, 2025

Description: Economic development subsidy in the form of a Jobs and Talent Attraction Program Economic Incentive to support Clutch's integration and investment in Rancho Cordova. Clutch will create seventy-eight (78) new full-time equivalent jobs to receive Five Thousand Dollars (\$5,000) per job in incentives with a maximum award of up to Three Hundred and Ninety Thousand Dollars (\$390,000). Clutch is located at 3246 Quality Dr. Rancho Cordova, CA 95670. The proposed jobs were not secured during the one-year hiring period and therefore no subsidy payment was made for the economic incentive.

In compliance with Government Code Section 53083:

1. In receipt of the subsidy: Clutch, 3246 Quality Drive, Rancho Cordova, CA 95670.
2. Start and end dates and schedule of subsidy: Agreement for the Jobs and Talent Attraction Program Economic Incentive term began on July 1, 2024 and was set to end on July 1, 2029. However, the City will be closing the contract as of October 20, 2025.
3. Description of the subsidy: The subsidy was in the form of a Jobs and Talent Attraction Program Economic Incentive. The Economic Incentive Agreement with Clutch specified that the City would contribute an amount not to exceed Three Hundred and Ninety Thousand Dollars (\$390,000) towards the hiring of seventy-eight (78) net new full-time equivalent jobs. Clutch would receive Five Thousand Dollars (\$5,000) per job in incentives with a maximum award of up to Three Hundred and Ninety Thousand Dollars (\$390,000). To receive an incentive per job, the wage criteria must have been 125% of average wage in the City of Rancho Cordova. At the time of the agreement execution, the City's average wage was Seventy-Two Thousand Eight Hundred (\$72,800), 125% of the average wage would have been at least Ninety-One Thousand Dollars (\$91,000). However, the net new full-time equivalent jobs did not come to fruition during the projected hiring milestones identified within the Agreement. Therefore, the Agreement could not be fulfilled. The City has expended Zero Dollars (\$0) toward the incentive.
4. Public purpose and benefit: The proposed public benefit would have enhanced the community's financial stability and quality of life through the creation of seventy-eight (78) net new high-wage full-time equivalent jobs, boosted activity in the City's office park, and diversify the local economy.
5. Net tax revenue: The City has not received any Sales Tax revenue because no net new jobs were created.
6. Job creation: No new jobs were created.

# Final Economic Subsidy Report

Jobs and Talent Attraction Program  
Incentive for Clutch

# TABLE OF CONTENTS

- **Purpose**
- **Background**
- **Economic Incentive Agreement Overview**
- **Final Economic Subsidy Report**
- **Next Steps and Recommendation**



## PURPOSE

Conduct a public hearing on a required Economic Subsidy Report for a previously approved Jobs and Talent Attraction Program Economic Incentive Agreement for Clutch.

Adopt a resolution to terminate the Jobs and Talent Attraction Program Economic Incentive Agreement between Clutch and the City of Rancho Cordova and rescind Resolution No. 88-2024 which approved the agreement with Clutch.

# BACKGROUND

## **Economic Subsidy Report**

- Pursuant to Government Code Section 53083, local agencies must issue a report for an economic development subsidy not later than five (5) years after the action granting the economic development subsidy.
- The report must be presented in a public meeting and publicly noticed.

## **Jobs and Talent Attraction Program (JTAP)**

- Established in 2019 (Resolution No. 95-2019)
- Purpose:
  - Diversify Rancho Cordova's economy
  - Support high-quality job creation
  - Strengthen the community's financial stability and quality of life

# JTAP ECONOMIC INCENTIVE AGREEMENT WITH CLUTCH

- Agreement Term: July 1, 2024 – July 1, 2029
- 5-year agreement required creation of 78 net new full-time equivalent (FTE) jobs
  - Jobs to be created between July 2024 – June 2025
    - Minimum wage per qualifying job: 125% of City's average wage (\$91,000+)
  - Jobs to be maintained for 5 years
- Incentive: \$5,000 per qualifying job, up to \$390,000 total

Since approval of the agreement, Clutch has continued to establish its operations in Rancho Cordova. However, the job creation benchmarks were not achieved within the timeframe established within the agreement guidelines. As a result, the agreement is not able to move forward.

# FINAL ECONOMIC SUBSIDY REPORT

**In compliance with Government Code Section 53083, the City of Rancho Cordova Economic Development Subsidy Report, Clutch contains the following information:**

1. **In receipt of the subsidy:** Clutch, 3246 Quality Drive, Rancho Cordova, CA 95670.
2. **Start and end dates and schedule of subsidy:** July 1, 2024 to July 1, 2029. However, the City would like to conclude the contract as of October 20, 2025 due to job creation.
3. **Description of the subsidy:** Clutch would receive Five Thousand Dollars (\$5,000) per job in incentives with a maximum award of up to Three Hundred and Ninety Thousand Dollars (\$390,000). However, the net new full-time equivalent jobs did not come to fruition during the projected hiring milestones identified within the agreement. Therefore, the agreement could not be fulfilled. The City has expended Zero Dollars (\$0) toward the incentive.
4. **Public purpose and benefit:** The proposed public benefit would have enhanced the community's financial stability and quality of life through the creation of seventy-eight (78) net new high-wage full-time equivalent jobs, boosted activity in the City's office park, and diversify the local economy.
5. **Net tax revenue:** The City has not received any Sales Tax revenue because no net new jobs were created.
6. **Job creation:** No new jobs were created.

## NEXT STEPS AND RECOMMENDATION

- In accordance with Government Code Section 53083, the Final Economic Subsidy Report will be published on the City's website.
- **For Council's Consideration:**
  1. Adopt a resolution for the following:
    1. Receive and file the Economic Subsidy Report;
    2. Acknowledge the termination of the Jobs and Talent Attraction Program Economic Incentive Agreement with Clutch; and
    3. Rescind Resolution No. 88-2024.

# THANK YOU



# MEMORANDUM



## ITEM 12.1.

**DATE:** October 20, 2025  
**TO:** Honorable Mayor and Council Members  
**FROM:** Megan Siren, Assistant to the City Manager  
Stacy Delaney, Senior Management Analyst  
Ian Winbrock, Management Analyst II  
**SUBJECT:** RANCHO CORDOVA YOUTH CENTER UPDATE

### RECOMMENDATION

Receive the presentation.

### RESULT OF RECOMMENDED ACTION

The Council is provided an update on operations at the Rancho Cordova Youth Center.

### BACKGROUND

The Rancho Cordova Youth Center (RCYC) is a cornerstone of the city's ongoing commitment to supporting its youth. Established through a partnership between the City of Rancho Cordova and Center of Praise Ministries, Inc., the RCYC was created to provide a safe, supervised space where youth can engage in academic, social, and recreational activities. The facility, located at 10455 Investment Circle, was leased from Center of Praise Ministries, Inc., with a long-term vision of serving local youth for decades to come. RCYC officially began operations in February 2023 with partners from the Boys and Girls Club of Greater Sacramento (BGCS) and the Rancho Cordova Police Activities League (PAL). In 2025, the city purchased the property and building.

The RCYC has been instrumental in addressing the needs of Rancho Cordova's diverse youth population, offering an array of programs designed to foster leadership, personal growth, and academic support. RCYC, with the partnership between the City, BGCS and PAL offer a broad spectrum of services, including after-school programs, tutoring, sports leagues, and leadership training. The operations of the RCYC are facilitated through joint use agreements between the City, the BGCS, and PAL. These agreements, including the Master Joint Use Agreement and the individual program-specific agreements, ensure that the RCYC continues to provide vital services that focus on academic support, leadership training, and recreational activities in a safe, supervised environment. The RCYC is integral to the City's efforts to foster community cohesion, build strong relationships between law enforcement and youth, and provide a safe space for positive youth development.

Since its opening, the RCYC has become a central hub for youth in Rancho Cordova, particularly those from underserved communities. In the past year (August 2024 – July 2025),

the center has served 351 unique young people, providing 10,367 instances of program attendance (these are duplicative, a single youth could have attended multiple times and contributed to this number). The programming has been varied, with specialty enrichment, including STEAM (Science, Technology, Engineering, Arts, and Math) programs, performing arts, and leadership development workshops. The demographic diversity of the youth served highlights the center's commitment to inclusivity, with the following school year racial and ethnic demographics: 25.8% self-identifying as African American, 23.9% as Hispanic/Latinx, and 12.4% of attendees identifying as Asian, with additional representation from multi-racial, Caucasian, and other groups.

Roughly one in six RCYC families are single-parent households, though a third of participants did not report family structure. These findings underscore the value of RCYC's comprehensive support services, particularly after-school supervision, free meals, and transportation for working parents. Approximately one in five (20%) to one in four (25%) RCYC households live at or near the poverty line, closely matching Rancho Cordova's citywide poverty rate ( $\approx 20.6\%$ ). In order to calculate this, household income brackets were compared against the 2025 HHS Poverty Guidelines for the contiguous United States. Because income was reported in \$10,000 ranges, households whose brackets straddled the poverty line were classified as "*indeterminate*." These represent families whose true income could fall slightly above or below the FPL. This confirms that the Youth Center continues to serve a high-need population, many of whom are eligible for free/reduced-price lunch and related services. This underscores the Youth Center's important role in supporting families facing economic hardship through food access, enrichment programs, and providing comprehensive youth services.

#### **FISCAL IMPACT AND FUNDING SOURCE**

The RCYC's operations for Fiscal Year 2025-2027 are funded through the Community Enhancement & Investment Fund/Measure H. Future funding for its programs will be included in the budgeting process.

#### **ATTACHMENT(S)**

1. Presentation





# Rancho Cordova Youth Center

## Year Three Update



# Sharing Our Story

Who we  
serve



Our  
partners  
and  
impact



Where  
we're  
headed



ITEM 12.1.

# Who We Serve

## Demographics and Trends

ATTACHMENT 1



## By the Numbers: Aug 2024 – Jul 2025

Times youth attended RCYC: 10,367

Youth served during regular hours: 351

Households served during regular hours: 295

Days open: 190

## Demographics and Trends

Growth: 20% attendance increase

Strong focus: Underserved youth

Demographics: Robust teen & pre-teen population

Seasonal fluctuations: School year vs. summer

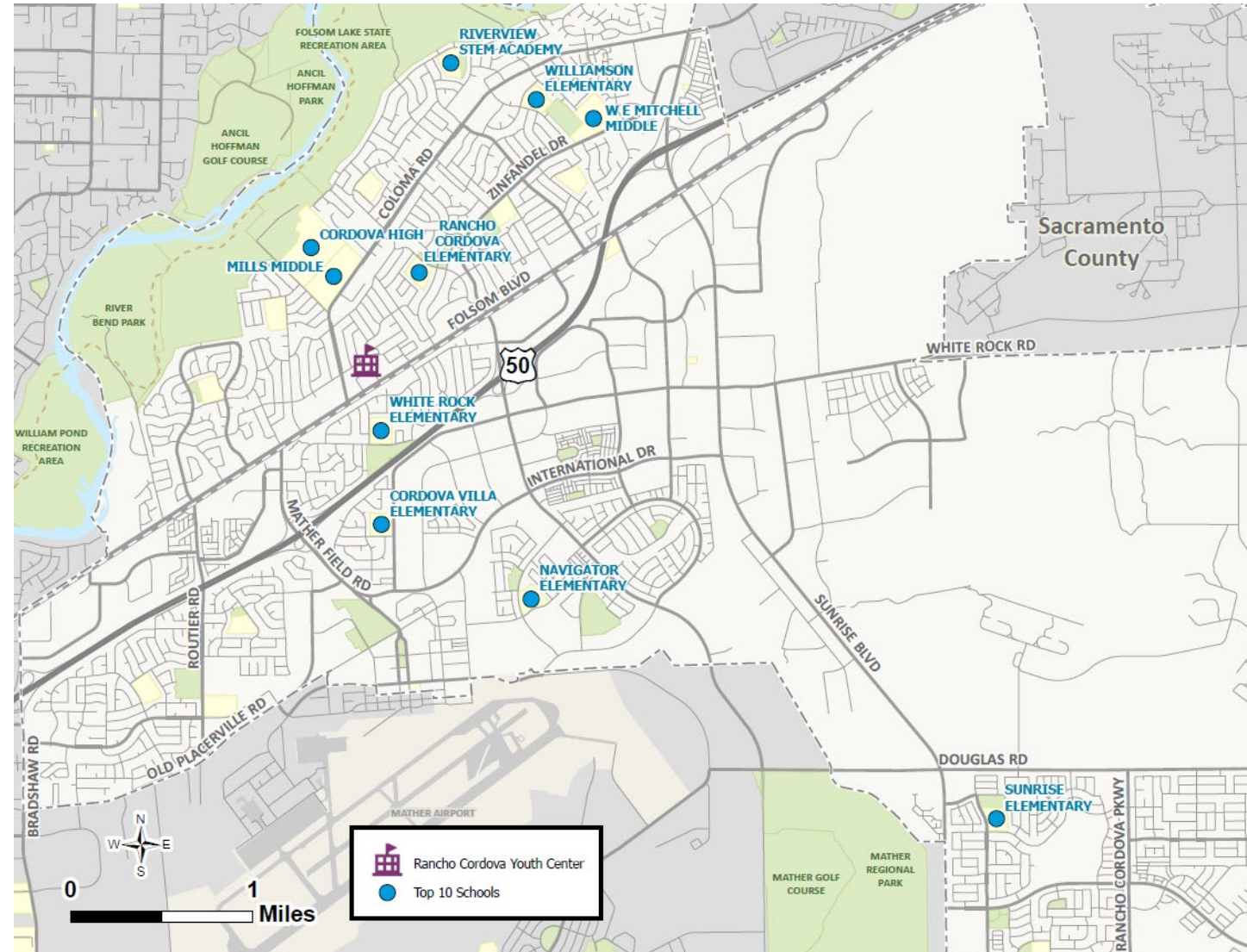


## Top Schools:

1. Riverview STEM Academy (14.6%)
2. Rancho Cordova Elementary (7.9%)
3. Mills Middle School (5.8%)
4. Navigator Elementary (5.5%)
5. Williamson Elementary (5.0%)
6. Sunrise Elementary (5.0%)
7. W. E. Mitchell Middle School (4.7%)
8. Cordova High School (4.4%)
9. Cordova Villa Elementary (3.8%)
10. White Rock Elementary (3.2%)

## Top Districts:

1. Folsom Cordova Unified (70.34)
2. Unknown / Not Specified (18.3%)
3. Elk Grove Unified (6.9%)





# Our Partners & Impact

RCYC: BGC & Rancho Cordova PAL



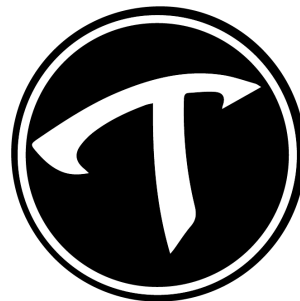


# Enrichment Providers - School year & summer

## Summer providers: Echelon Catapult



## School year providers: Various





# Where We're Headed

## Year Four & Five



# Looking Ahead: Addressing Challenges

FCUSD transportation program:

At 35% capacity and growing

Improved communications:

Campaigns for target demographics

Programming guide:

First catalog of RCYC programs



## PROGRAM GUIDE

FREE Programs for Rancho Cordova Youth







# Rancho Cordova Youth Center

Thank you! Questions?



# MEMORANDUM



## ITEM 12.2.

**DATE:** October 20, 2025  
**TO:** Honorable Mayor and Council Members  
**FROM:** Michelle Mingay, Finance Manager  
**SUBJECT:** **FISCAL YEAR 2024-25 PRELIMINARY YEAR END FINANCIAL REPORT AND BUDGET AMENDMENT**

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### **RECOMMENDATION**

Receive the report and adopt the Resolution approving the Fiscal Year 2024-25 Budget Amendment.

### **RESULT OF RECOMMENDED ACTION**

The Fiscal Year 2024-25 Preliminary Year-End Financial Report provides the City Council with the city's unaudited financial performance for the end of the most recent fiscal year. The proposed budget amendment will adjust the budget to account for revenues and expenditures that were not anticipated when the original budget was adopted.

### **BACKGROUND**

The City of Rancho Cordova's Fiscal Year (FY) 2024–25 budget was developed with the goal of maintaining a balanced General Fund, supporting community priorities, and preserving strong reserves. This report provides preliminary results for FY 2024–25, highlighting key revenue and expenditure trends as well as notable variances compared to the adopted budget.

The city's General Fund, which is the main operating fund for the city, is anticipating an operating surplus of \$4.08 million FY 2024-25, indicating continued financial stability. Overall, city revenues continued their upward trend with the General Fund once again reaching an all-time high. General Fund expenditures ended the year higher than originally anticipated when the budget was prepared as a result of one-time capital expenditures that were approved after the original budget adoption.

The attached Fiscal Year 2024-25 Preliminary Year-End Financial Report ([Attachment 3](#)) provides the revenue and expenditure summary for the General Fund. It is important to note that these numbers are preliminary and may change as the city completes the FY 2024-25 audit process over the next two to three months.

### **General Fund Revenues**

Total General Fund revenues for FY 2024–25 were \$86.47 million, exceeding the budgeted amount of \$79.90 million by approximately \$6.57 million, and reaching a new all-time high. For

the most part, General Fund revenues performed as expected with a few noteworthy exceptions.

- **Taxes and Assessments:** Revenues ended the year at \$58.70 million, slightly below budget by approximately \$800,000. This decline was largely in part due to a slowdown in sales tax revenues, which decreased by \$2.9 million from FY 2023-24. This slow down in sales tax revenues was a trend that initially began in Fiscal Year 2023-24, but was countered by a one-time recovery payment of \$2.1 million. This decrease in sales tax revenue was offset by higher than anticipated gains in property taxes, which increased by \$1.8 million from FY 2023-24.
- **Licenses, Permits & Fees:** Revenues in this category totaled \$10.35 million, exceeding the budget by \$1.65 million, driven by the continuation of strong building permit activity in the City along with fines and forfeiture collections. It is important to note that this level of performance is not expected to continue into the current fiscal year, as a 41% decrease in production home permit activity and a 17% decrease in commercial permit activity has already been observed in the first quarter of the fiscal year.
- **Use of Money & Property:** Earnings from city investments and property use totaled \$5.06 million, significantly outperforming the budget by \$3.99 million. While some of this increase has been realized by the city over the fiscal year, it is important to highlight that approximately \$3.5 million of this overage is related to an unrealized gain on city investments, which is a year-end accounting entry that isn't actually received until investments mature or are sold/traded.
- **Other Revenues and Transfers:** Combined other revenues and transfers totaled \$11.50 million and is expected to be \$1.3 million above budget. This increase is the result of higher charges for services and transfers due to the higher than anticipated new development activity.

## **General Fund Expenditures**

The Fiscal Year 2024-25 General Fund expenditures are anticipated to end the year at \$82.39 million, slightly higher than the adopted budget of \$79.64 million. This increase was anticipated, and is the result of one-time capital costs associated with the purchase of the Rancho Cordova Youth Center and the land acquisition at the corner of Zinfandel and White Rock Road, adjacent to City Hall. These additional capital costs were offset by cost savings in both employee salaries and benefits and the city's contract with Sacramento Sheriff's Office for police services.

While a portion of employee salary savings were the result of position vacancies throughout the year, a majority of the savings can be attributed to the amount of staff time charged to development-related projects and projects funded from sources other than the city's General Fund. Additionally, the city continues to see cost savings from the police services contract due to reductions in benefit costs, specifically related to retirement, which gets passed on to the city through the service plan.

The FY 2024-25 year-end General Fund surplus is estimated to be around \$4.08 million. In accordance with the city's approved Reserve Policy, the surplus will first adjust the Economic Uncertainty Reserve in the General Fund to 20% of budgeted expenditures, with the remaining surplus to be split 50% into the Infrastructure Replacement Fund and the other 50% into the

Capital Facilities Fund.

### **Community Enhancement & Investment Fund**

Community Enhancement & Investment Fund sales tax revenues are generated through Measure H and Measure R, the city's two ½ cent add-on sales tax measures. Sales tax revenues for Measure H and Measure R ended the year at \$12.89 million, about \$400,000 above the budget. It is recommended that the additional sales tax revenues be allocated to the legacy fund balance. The programming of these legacy funds will be discussed further as part of item 12.3 on this agenda.

### **FISCAL IMPACT AND FUNDING SOURCE**

The proposed budget amendments adjust the budget for additional revenues and expenditures that were not anticipated in the original budget. The proposed increases to the budget are primarily driven by the high volume of development activity occurring in the city that resulted in higher revenues and in some cases, expenditures, than originally expected.

### **ATTACHMENT(S)**

1. Resolution
2. Exhibit A to the Resolution – Budget Amendment 24-25
2. FY 24-25 Year End Financial Report
3. FY 24-25 Year End Update Presentation

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING THE FISCAL YEAR 2024-25 BUDGET**

**WHEREAS**, the City Manager has submitted to the City Council of Rancho Cordova a Fiscal Year 2024-25 Proposed Budget; and

**WHEREAS**, after examination, deliberation, and due consideration, the City Council has approved the same with the passage of Resolution No. 61-2023; and

**WHEREAS**, to keep the budget current it becomes necessary to amend the budget and various schedules on a periodic basis as events necessitate; and

**WHEREAS**, the Fiscal Year 2024-25 budget will be amended as shown on the attached Exhibit A.

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

1. The Fiscal Year 2024-25 Adopted Budget is hereby amended to incorporate the adjustments on the attached Schedule of Proposed Budget Amendments; and
2. That the amounts stated in the Schedule of Proposed Budget Amendments shall become and thereafter be appropriated to funds stated therein and said monies are hereby appropriated; and
3. The City Manager is authorized to approve expenditure adjustments within individual funds so long as the total appropriated within each major fund is not exceeded.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 20<sup>th</sup> day of October 2025 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

\_\_\_\_\_  
Siri Pulipati, Mayor

\_\_\_\_\_  
Stacy Leitner, CMC  
City Clerk

## ITEM 12.2.

## Exhibit A to the Resolution

Exhibit A to Resolution  
City of Rancho Cordova  
Proposed Budget Amendments  
Fiscal Year 2024-25

| Revenue Amendments |                                              |                        |                     |                               |                                                                                               |
|--------------------|----------------------------------------------|------------------------|---------------------|-------------------------------|-----------------------------------------------------------------------------------------------|
| Fund               | Fund Name                                    | Adopted Revenue Budget | Proposed Adjustment | Proposed Final Revenue Budget | Description of Adjustment                                                                     |
| 100                | General Fund                                 | 79,898,778             | 3,089,500           | 82,988,278                    | Increase in building permits, fines and fees, interest income, and intergovernmental revenues |
| 201                | CFF Fees - Community Facilities Comp.        | 1,988,250              | 2,619,000           | 4,607,250                     | Increase in impact fee revenue and interest earnings                                          |
| 202                | CFF Fees - Library Impact Fees               | 420,000                | 674,800             | 1,094,800                     | Increase in impact fee revenue and interest earnings                                          |
| 204                | Traffic Mit Adm Impact Fees                  | 125,300                | 229,900             | 355,200                       | Increase in impact fee revenue and interest earnings                                          |
| 206                | SD Suppl Offsite Water Impact Fees           | 389,500                | 423,800             | 813,300                       | Increase in impact fee revenue, credits and interest earnings                                 |
| 208                | SD Administration Impact Fees                | 198,100                | 67,600              | 265,700                       | Increase in impact fee revenue and interest earnings                                          |
| 209                | Storm Drain Impact Fees                      | 3,000,000              | 7,159,300           | 10,159,300                    | Increase in impact fee revenue, credits and interest earnings                                 |
| 211                | Local Housing Trust Fund                     | 1,058,000              | 3,724,100           | 4,782,100                     | Increase in impact fee revenue, credits and interest earnings                                 |
| 250                | General Plan Impact Fees                     | 150,000                | 127,900             | 277,900                       | Increase in impact fee revenue and interest earnings                                          |
| 251                | Community Rennovation Fees                   | 705,000                | 796,850             | 1,501,850                     | Increase in impact fee revenue, credits and interest earnings                                 |
| 252                | Community Places Fees                        | 167,900                | 1,819,800           | 1,987,700                     | Increase in impact fee revenue, credits and interest earnings                                 |
| 280                | Road Maintenance Assessment District (DL003) | 434,700                | 351,400             | 786,100                       | Increase in direct levy and interest earning                                                  |
| 282                | CFD 2014-2 Street, L&L (DL0047)              | 1,204,800              | 704,200             | 1,909,000                     | Increase in direct levy and interest earning                                                  |
| 320                | Infrastructure Replacement                   | 377,000                | 163,900             | 540,900                       | Increase intergovernmental revenue and interest earning                                       |
| 404                | CDBG                                         | -                      | 311,000             | 311,000                       | Current year grant allocation                                                                 |
| 411                | Road Maintenance & Rehab Acct. (RMRA)        | 1,762,400              | 606,200             | 2,368,600                     | Increase in gas tax revenue and interest earnings                                             |
| 423                | New Measure A Construction                   | -                      | 357,000             | 357,000                       | Increase in intergov receipts and interest earnings                                           |
| 424                | Measure A - Traffic Cntrl Prgm               | 285,200                | 37,600              | 322,800                       | Increase in intergovernmental revenue and interest earnings                                   |
| 451                | CFD 2018-2 (Comm Places/Nbrhd Green)(DL0048) | 249,700                | 92,700              | 342,400                       | increase in property tax, increase in interest earnings                                       |
| 456                | CFD 2013-2 (Police CFD) (DL0048)             | 1,233,850              | 900,400             | 2,134,250                     | Increase in assessments and interest earnings                                                 |
| 601                | Storm Drain                                  | 4,103,900              | 490,300             | 4,594,200                     | Increase in property tax, permit fees and interest earnings                                   |
| 740                | Insurance                                    | 1,026,545              | 504,100             | 1,530,645                     | Increase in general fund transfer and interest earnings                                       |

| Expenditure Amendments |                                                |                            |                     |                                   |                                                                |
|------------------------|------------------------------------------------|----------------------------|---------------------|-----------------------------------|----------------------------------------------------------------|
| Fund                   | Fund Name                                      | Adopted Expenditure Budget | Proposed Adjustment | Proposed Final Expenditure Budget | Description of Adjustment                                      |
| 100                    | General Fund                                   | \$79,640,740               | \$3,500,000         | \$83,140,740                      | Increase for Land Purchase and transfer to Self Insurance Fund |
| 110                    | Community Enhancement Fund                     | 11,834,481                 | 1,064,200           | 12,898,681                        | Increase for transfer to Measure H Capital Fund                |
| 201                    | CFF Fees - Community Facilities Comp.          | 899,530                    | 94,500              | 994,030                           | Increase in Capital Outlay and admin                           |
| 202                    | CFF Fees - Library Impact Fees                 | 15,750                     | 13,300              | 29,050                            | Increase in Admin Services                                     |
| 203                    | Traffic Mitigation Impact Fees                 | 6,047,000                  | 3,269,900           | 9,316,900                         | Increase in Impact Fee Credits                                 |
| 204                    | Traffic Mit Adm Impact Fees                    | 100,000                    | 30,200              | 130,200                           | Increased Project Cost                                         |
| 206                    | SD Suppl Offsite Water Impact Fees             | -                          | 205,800             | 205,800                           | Increase in Impact Fee Credits                                 |
| 207                    | SD Traffic Mitigation Impact Fees              | 1,000,000                  | 1,998,300           | 2,998,300                         | Increase in Capital Outlay                                     |
| 208                    | SD Administration Impact Fees                  | 105,000                    | 3,200               | 108,200                           | Increased Project Cost                                         |
| 209                    | Storm Drain Impact Fees                        | -                          | 7,377,000           | 7,377,000                         | Increase in Impact Fee Credits                                 |
| 211                    | Local Housing Trust Fund                       | -                          | 1,263,000           | 1,263,000                         | Increase in Impact Fee Credits                                 |
| 215                    | SCSP- Storm Drainage                           | -                          | 28,500              | 28,500                            | Increase in Impact Fee Credits                                 |
| 216                    | SCSP - Backbone Wetland Mitigation Fee         | 918,000                    | 127,300             | 1,045,300                         | Increase in Developer Reimbursement                            |
| 217                    | SCSP- Parks, Corrid, Trails                    | -                          | 32,900              | 32,900                            | Increase in Impact Fee Credits                                 |
| 219                    | SCSP- Area Formation                           | 285,000                    | 14,600              | 299,600                           | Increase in Impact Fee Credits                                 |
| 250                    | General Plan Impact Fees                       | 150,000                    | 555,200             | 705,200                           | Increased Project Cost                                         |
| 251                    | Community Rennovation Fees                     | 13,500                     | 152,700             | 166,200                           | Increase in Impact Fee Credits                                 |
| 252                    | Community Places Fees                          | -                          | 844,200             | 844,200                           | Increase in Impact Fee Credits                                 |
| 261                    | Rancho Cordova Lighting District No. 2012-1 (I | 204,000                    | 190,100             | 394,100                           | Increased Project Cost                                         |
| 280                    | Road Maintenance Assessment District (DL003)   | 112,580                    | 16,700              | 129,280                           | Increased Project Cost                                         |
| 282                    | CFD 2014-2 Street, L&L (DL0047)                | 427,000                    | 226,500             | 653,500                           | Increased Project Cost                                         |
| 320                    | Infrastructure Replacement                     | 377,000                    | 871,000             | 1,248,000                         | Increase in Captial Outlay                                     |
| 401                    | Federal Grants                                 | 400,000                    | 1,311,000           | 1,711,000                         | Additional Grant Awards                                        |
| 403                    | ARPA                                           | -                          | 3,548,700           | 3,548,700                         | Extension of ARPA Funded Projects                              |
| 404                    | CDBG                                           | 100,000                    | 516,700             | 616,700                           | Increased CDBG Grant Expenditures                              |
| 411                    | Road Maintenance & Rehab Acct. (RMRA)          | 1,673,000                  | 679,200             | 2,352,200                         | Increase in Captial Outlay                                     |
| 423                    | New Measure A Construction                     | -                          | 348,800             | 348,800                           | Increase in Captial Outlay                                     |
| 424                    | Measure A - Traffic Cntrl Prgm                 | 285,000                    | 25,100              | 310,100                           | Increased Project Cost                                         |
| 425                    | Measure A - Street/Bike/Ped Prg                | 365,000                    | 118,800             | 483,800                           | Increase in Captial Outlay                                     |
| 450                    | Trench Cut Fee                                 | -                          | 3,500               | 3,500                             | Increase in Captial Outlay                                     |
| 451                    | CFD 2018-2 (Comm Places/Nbrhd Green)(DL0048)   | 152,000                    | 25,300              | 177,300                           | Increased Project Cost                                         |
| 452                    | Donations                                      | -                          | 22,555              | 22,555                            | Increase transfer out due for Spring Service Day               |
| 456                    | CFD 2013-2 (Police CFD) (DL0048)               | 1,233,850                  | 878,000             | 2,111,850                         | Increase transfer out due to increased revenue                 |
| 500                    | Debt Service                                   | 1,327,448                  | 900                 | 1,328,348                         | Increase in Administration Cost                                |
| 601                    | Storm Drain                                    | 3,821,000                  | 9,373,800           | 13,194,800                        | Increase in Captial Outlay and Depreciation                    |
| 740                    | Insurance                                      | 1,026,545                  | 67,900              | 1,094,445                         | Increased Premium and Claims                                   |



## Fiscal Year 2024-25 Preliminary Year-End Financial Report

| General Fund                             |                   |                     |                       |                   |                   |                     |
|------------------------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|---------------------|
| Category                                 | 2020-21 Actual    | 2021-22 Actual      | 2022-23 Actual        | 2023-24 Actual    | 2024-25 Budget    | 2024-25 Actual      |
| Revenues                                 |                   |                     |                       |                   |                   |                     |
| Taxes & Assessments                      |                   |                     |                       |                   |                   |                     |
| Property Taxes                           | 19,563,172        | 21,038,442          | 22,690,465            | 24,787,971        | 25,129,969        | 26,551,290          |
| Sales Tax                                | 20,163,561        | 21,231,120          | 21,295,726            | 23,330,851        | 23,202,415        | 20,375,883          |
| Transient Occupancy Tax                  | 2,744,479         | 3,863,347           | 4,102,253             | 3,874,618         | 4,375,000         | 4,276,790           |
| Utility User Tax                         | 3,558,252         | 3,522,614           | 4,026,993             | 3,781,824         | 3,660,000         | 3,839,292           |
| Other Taxes                              | 2,805,911         | 3,307,617           | 3,283,329             | 3,215,350         | 3,171,083         | 3,661,504           |
| <b>Taxes &amp; Assessments Total</b>     | <b>48,835,375</b> | <b>52,963,140</b>   | <b>55,398,766</b>     | <b>58,990,614</b> | <b>59,538,467</b> | <b>58,704,759</b>   |
| Licenses Permits & Fees                  |                   |                     |                       |                   |                   |                     |
| Franchise Fees                           | 2,036,397         | 2,457,198           | 2,710,389             | 2,600,878         | 2,767,500         | 2,785,808           |
| Building Fees                            | 3,901,242         | 4,559,696           | 4,706,286             | 5,332,930         | 4,180,000         | 5,114,869           |
| Business License                         | 607,802           | 603,215             | 655,939               | 655,637           | 625,000           | 677,361             |
| Other Fees                               | 339,038           | 295,169             | 236,038               | 208,323           | 185,000           | 276,091             |
| Fines & Forfeitures                      | 1,323,127         | 806,550             | 905,204               | 833,585           | 935,050           | 1,491,102           |
| <b>Licenses Permits &amp; Fees Total</b> | <b>8,207,606</b>  | <b>8,721,828</b>    | <b>9,213,856</b>      | <b>9,631,353</b>  | <b>8,692,550</b>  | <b>10,345,231</b>   |
| Use of Money & Property                  |                   |                     |                       |                   |                   |                     |
| Use of Money                             | (1,133,185)       | (4,724,933)         | 1,305,174             | 4,025,120         | 982,000           | 4,907,928           |
| Use of Property                          | 451,284           | 535,015             | 282,783               | 133,393           | 90,000            | 151,667             |
| <b>Use of Money &amp; Property Total</b> | <b>(681,901)</b>  | <b>(4,189,918)</b>  | <b>1,587,957</b>      | <b>4,158,513</b>  | <b>1,072,000</b>  | <b>5,059,595</b>    |
| Intergovernmental                        |                   |                     |                       |                   |                   |                     |
| Intergovernmental                        | 2,468,750         | 2,891,354           | 932,309               | 906,975           | 437,107           | 863,056             |
| Other Revenue                            |                   |                     |                       |                   |                   |                     |
| Charges for Services                     | 4,863,118         | 6,400,248           | 6,148,148             | 6,977,910         | 7,518,804         | 7,587,369           |
| Other Revenue                            | 225,746           | 175,623             | 312,641               | 571,173           | 106,000           | 468,793             |
| <b>Other Revenue Total</b>               | <b>5,088,864</b>  | <b>6,575,871</b>    | <b>6,460,789</b>      | <b>7,549,083</b>  | <b>7,624,804</b>  | <b>8,056,162</b>    |
| Transfers in                             |                   |                     |                       |                   |                   |                     |
| Transfers in                             | 239,024           | 1,700,000           | 2,447,202             | 2,600,128         | 2,533,850         | 3,443,039           |
| <b>Total Revenues</b>                    | <b>64,157,718</b> | <b>68,662,275</b>   | <b>76,040,879</b>     | <b>83,836,666</b> | <b>79,898,778</b> | <b>86,471,842</b>   |
| Expenses                                 |                   |                     |                       |                   |                   |                     |
| Personnel Costs                          | 9,179,523         | 10,990,696          | 11,828,079            | 13,381,395        | 16,360,890        | 15,180,462          |
| Professional & Contract Services         | 28,883,229        | 31,992,192          | 34,856,241            | 36,487,327        | 40,983,672        | 36,010,868          |
| Operations                               | 6,584,668         | 3,600,232           | 3,077,953             | 4,496,477         | 3,545,683         | 5,136,905           |
| Debt Service/Revenue Neutrality          | 9,617,177         | 9,719,844           | 9,816,752             | 10,092,227        | 10,689,973        | 10,689,973          |
| Capital Outlay                           | 327,175           | 1,073,579           | 15,750,415            | 361,978           | -                 | 7,312,668           |
| Transfers Out                            | 9,198,929         | 7,554,498           | 18,731,524            | 19,015,418        | 8,060,522         | 8,058,449           |
| <b>Total Expenditures</b>                | <b>63,790,701</b> | <b>64,931,041</b>   | <b>94,060,964</b>     | <b>83,834,822</b> | <b>79,640,740</b> | <b>82,389,325</b>   |
| <b>Revenues Less Expenses</b>            | <b>\$ 367,017</b> | <b>\$ 3,731,234</b> | <b>(18,020,085) *</b> | <b>\$ 1,844</b>   | <b>\$ 258,038</b> | <b>\$ 4,082,516</b> |

\* Fiscal Year 2022-23 year end reduction in fund balance of \$18 million was the result of a \$15 million capital investment (land purchase) made out of the General Fund along with a transfer of General Fund fund balance set aside for the city's Mills Crossing project out of the General Fund and into the Capital Facilities Fund, where expenses for the project are incurred.

# FY 2024-25 Preliminary Year-End Financial Report



October 20, 2025



[CityOfRanchoCordova.org](http://CityOfRanchoCordova.org)

# Fiscal Year 2024-25 Financial Year in Review

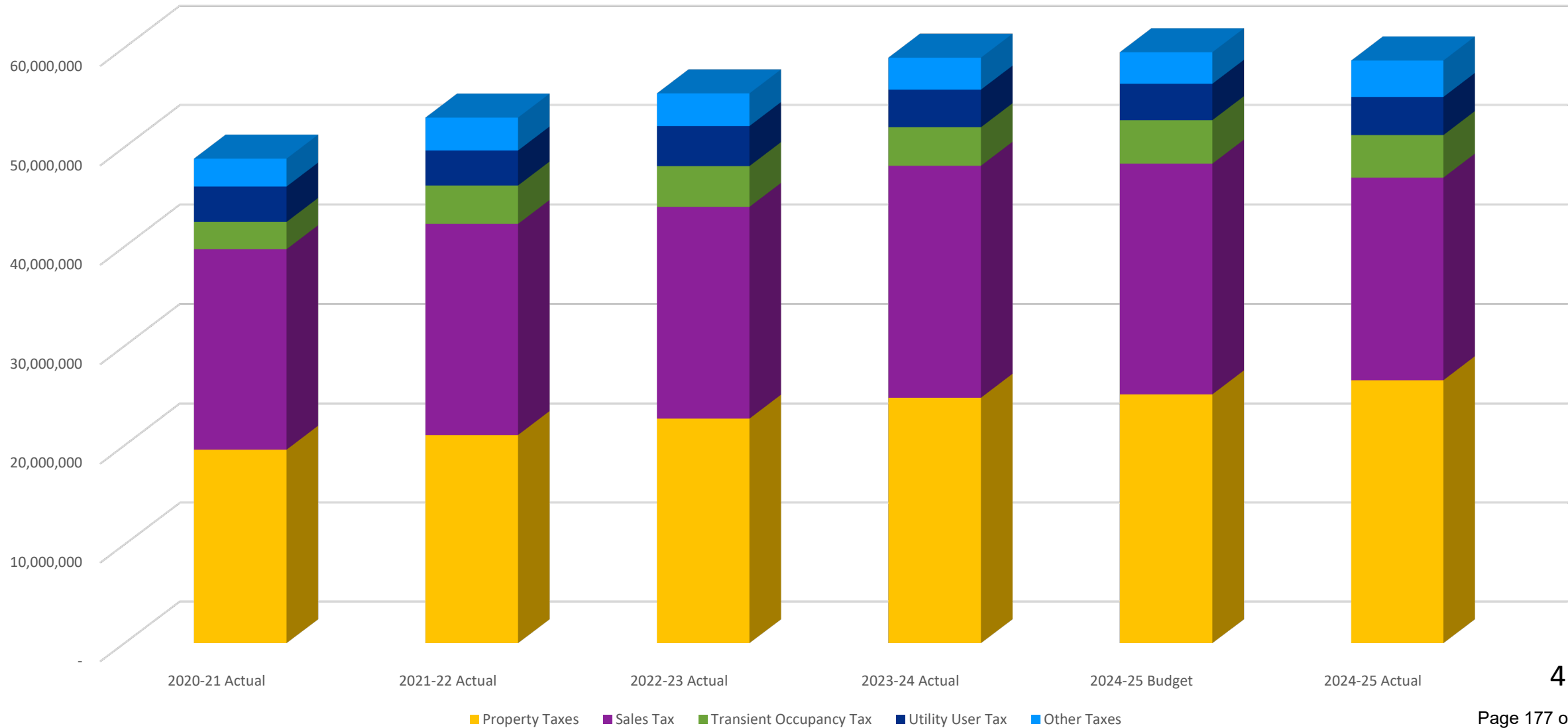
- Major revenues ended the year mostly as expected with only a few exceptions
- New growth and development activity in the City continues to lead to all time highs for revenues and expenditures
- Cost savings in two key areas result in General Fund expenditures help offset the one-time capital costs not anticipated in the original budget

# General Fund Revenues

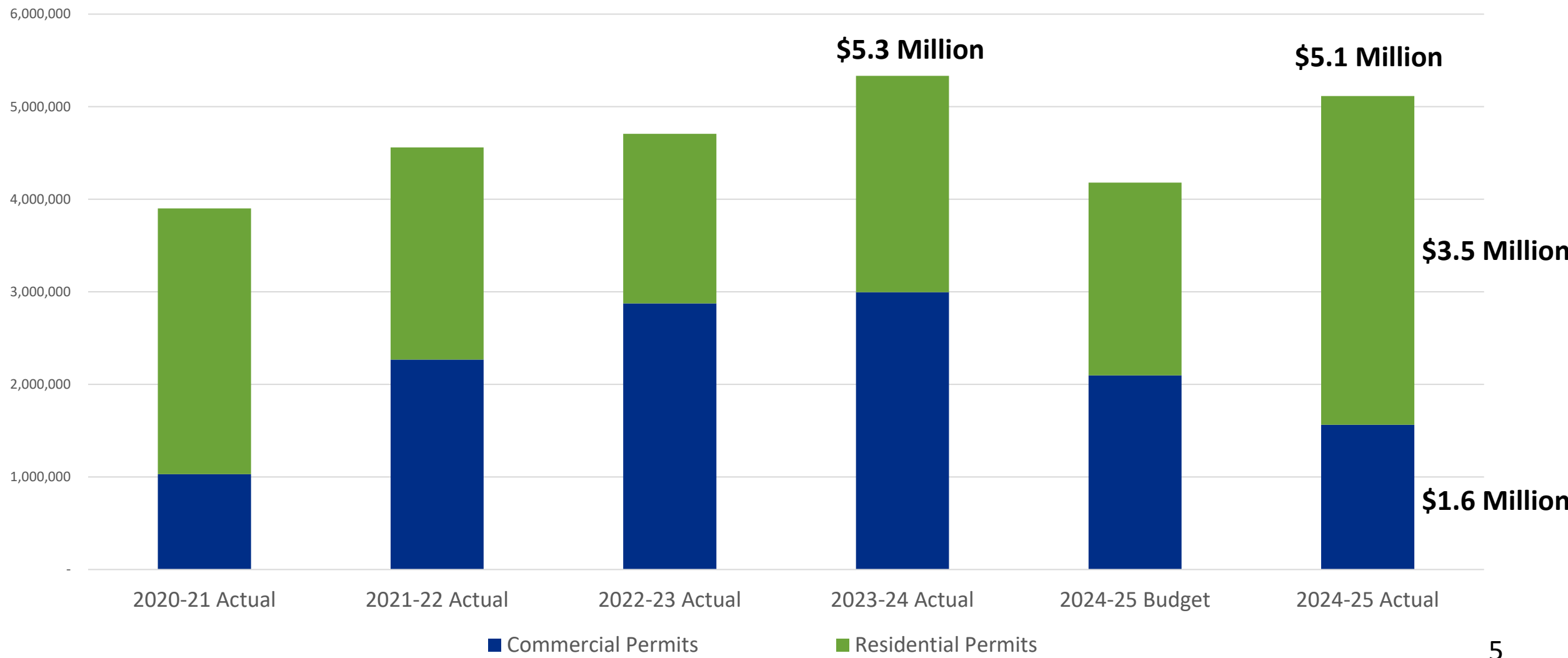
| Category                | 2020-21 Actual    | 2021-22 Actual    | 2022-23 Actual    | 2023-24 Actual    | 2024-25 Budget    | 2024-25 Actual    |
|-------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Taxes & Assessments     | 48,835,375        | 52,963,140        | 55,398,766        | 58,990,614        | 59,538,467        | 58,704,759        |
| Licenses Permits & Fees | 8,207,606         | 8,721,828         | 9,213,856         | 9,631,353         | 8,692,550         | 10,345,231        |
| Use of Money & Property | (681,901)         | (4,189,918)       | 1,587,957         | 4,158,513         | 1,072,000         | 5,059,595         |
| Intergovernmental       | 2,468,750         | 2,891,354         | 932,309           | 906,975           | 437,107           | 863,056           |
| Other Revenue           | 5,088,864         | 6,575,871         | 6,460,789         | 7,549,083         | 7,624,804         | 8,056,162         |
| Transfers in            | 239,024           | 1,700,000         | 2,447,202         | 2,600,128         | 2,533,850         | 3,443,039         |
| <b>Total Revenues</b>   | <b>64,157,718</b> | <b>68,662,275</b> | <b>76,040,879</b> | <b>83,836,666</b> | <b>79,898,778</b> | <b>86,471,842</b> |

- General Fund Revenues have increased 35% over the last five years
- Property tax, building permits & interest income came in well above budget
- Fiscal Year 2024-25 revenues are projected to end the year \$6.5 million over budget

# General Fund Revenues - Taxes



# General Fund Revenues – Building Permits



# General Fund Expenses

| Category                         | 2024-25 Budget    | 2024-25 Actual    |
|----------------------------------|-------------------|-------------------|
| Personnel Costs                  | 16,360,890        | 15,180,462        |
| Professional & Contract Services | 40,983,672        | 36,010,868        |
| Operations                       | 3,545,683         | 5,136,905         |
| Debt Service/Revenue Neutrality  | 10,689,973        | 10,689,973        |
| Capital Outlay                   | -                 | 7,312,668         |
| Transfers Out                    | 8,060,522         | 8,058,449         |
| <b>Total Expenditures</b>        | <b>79,640,740</b> | <b>82,389,325</b> |

- Personnel costs are anticipated to be \$1.2 million below budget due to the continuation of high development activity while the City's contract with the Sacramento Sheriff's Department is expected to be \$4 million below budget
- The City had \$7.3 million in Capital Projects not originally anticipated at the time the original budget was prepared, including the purchase of the Rancho Cordova Youth Center property and the property located at the corner of Zinfandel and White Rock Road, adjacent to City Hall along with infrastructure improvements

# General Fund Year-End Snapshot

| Category                      | 2024-25 Budget    | 2024-25 Actual      |
|-------------------------------|-------------------|---------------------|
| General Fund Revenues         | 79,898,778        | 86,471,842          |
| General Fund Expenses         | 79,640,740        | 82,389,325          |
| <b>Revenues Less Expenses</b> | <b>\$ 258,038</b> | <b>\$ 4,082,516</b> |

## General Fund Reserve Adjustments

- Economic Uncertainty Reserve increased by \$386,000 to maintain @ 20% of General Fund Budget
- Proposed transfer of \$500,000 to Self Insurance Fund in preparation for upcoming changes to insurance coverage
- Remaining surplus allocated 50% to Infrastructure Replacement Fund and 50% to Capital Facilities Fund in accordance with reserve policy



# Community Enhancement & Investment Fund

## Fiscal Year 2024-25 Overview

- |                                    |                                 |
|------------------------------------|---------------------------------|
| ➤ Measure H Budget: \$12.5 Million | Actual Revenues: \$12.9 Million |
| ➤ Measure R Budget: \$12.5 Million | Actual Revenues: \$12.9 Million |

## Legacy Transfer

- Surplus revenues for both Measure H and Measure R will be transferred to the Legacy Funds, with the programing of these funds being discussed in greater detail in a subsequent agenda item

# Resolutions

- Adopt Resolution Approving the Fiscal Year 2024-25 Budget Amendment

# MEMORANDUM



## ITEM 12.3.

**DATE:** October 20, 2025  
**TO:** Honorable Mayor and Council Members  
**FROM:** Micah Runner, City Manager  
**SUBJECT:** LEGACY PROJECT DISCUSSION

---

### **RECOMMENDATION**

Receive presentation and provide feedback and direction.

### **RESULT OF RECOMMENDED ACTION**

The input received from the City Council will inform staff on next steps on priority legacy projects and confirm funding recommendations.

### **BACKGROUND**

The City Council previously discussed Legacy Fund projects during the May 14, 2025 Budget Work Session. At that work session, Council indicated their priorities for which legacy projects should receive funding in the Fiscal Year 2025-27 budget. The purpose of this discussion is to update the Council on the following items:

- Legacy project updates since May 2025
- Review of Legacy project funding commitments
- Current deferred infrastructure maintenance needs and staff recommendations for expediting \$20 million in projects that will further address these needs
- Rancho Cordova Community Center blocking plan and initial budget estimates

Staff will be interested in seeking City Council feedback on the information presented and input on next steps. Specifically, desired outcomes for this discussion are to understand the council's support of the proposed funding plan for \$20 million towards expedited deferred maintenance, as well as feedback and direction on the proposed Rancho Cordova Community Center.

### **FISCAL IMPACT AND FUNDING SOURCE**

No fiscal impact will result from this presentation. The feedback provided by the City Council will inform staff of funding priorities and enable staff to continue with project planning and scoping.

### **ATTACHMENT(S)**

1. Presentation



# LEGACY PROJECT DISCUSSION

October 20, 2025



# AGENDA

## Current legacy projects

- Review of prioritization exercise outcomes and direction provided at May budget work session
- Legacy project updates since May
- Overview of legacy project funding commitments
- Update on idea to expedite deferred infrastructure maintenance & Rancho Cordova Community Center concept

## Desired Outcomes

- Indicate support of funding plan for \$20M deferred maintenance initiative
- Provide direction on next steps for Rancho Cordova Community Center

# DOT EXERCISE AT MAY 14 WORK SESSION

## PROJECTS ≤ \$5M

|                                                            | Estimated/<br>Requested<br>Amount | DOTS<br>Received |
|------------------------------------------------------------|-----------------------------------|------------------|
| AI & Robotics Ecosystem                                    | \$5,000,000                       | 4                |
| Food Locker                                                | \$2,200,000                       | 4                |
| Cordova High School Discus and Hammer Cage<br>Improvements | \$200,000                         | 2                |
| Routier Station Restoration (Pfingst Building)             | \$500,000                         | 2                |
| Soil Born Farms Animal Barn (additional request)           | \$210,000                         | 2                |
| City 25th Birthday Rose Bowl Parade Float                  | \$300,000                         | 1                |
| Sacramento Children's Museum Facility Improvements         | \$1,500,000                       | 0                |

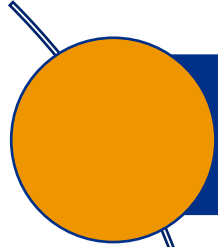


# DOT EXERCISE AT MAY 14 WORK SESSION

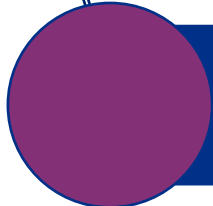
## PROJECTS > \$5M

|                                                                                | Estimated/<br>Requested<br>Amount | DOTS<br>Received |
|--------------------------------------------------------------------------------|-----------------------------------|------------------|
| New Rancho Cordova Library<br>(storefront)                                     | \$10,000,000                      | 5                |
| Expedite Deferred Maintenance (\$245M<br>identified need)                      | <i>Amount could vary</i>          | 4                |
| Rancho Cordova Community Center                                                | \$50,000,000                      | 3                |
| Expedite New Infrastructure (\$250M identified<br>need)                        | <i>Amount could vary</i>          | 2                |
| Mills Crossing (\$110M Total Project, \$45M anticipated to be<br>debt service) | \$49,500,000                      | 1                |
| Mineshaft                                                                      | \$10,100,000                      | 0                |
| Little League                                                                  | \$11,000,000                      | 0                |

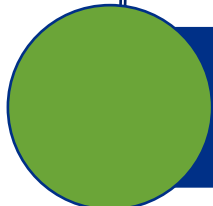
# LEGACY UPDATES SINCE MAY 2025 DISCUSSION



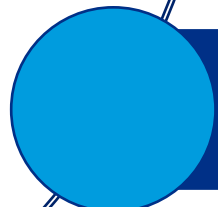
Mills Crossing Project put on hold in September; only site infrastructure being completed at this time with the use of grant funding



AI & Robotics Ecosystem received funding allocation of \$5M; Food Locker obtained private construction loan and city operating support for five years



Public Works has developed a proposed work plan for \$20M to expedite investment in deferred maintenance



Rancho Cordova Community Center preliminary blocking design process and preliminary construction estimates have been completed



# CURRENT LEGACY FUND COMMITMENTS

|                                                     | Unrestricted Funds      |                  | Restricted Funds                 |                         |                           |              |
|-----------------------------------------------------|-------------------------|------------------|----------------------------------|-------------------------|---------------------------|--------------|
|                                                     | Capital Facilities Fund | CEIF Legacy Fund | Community Facilities Impact Fees | CFF Library Impact Fees | Community Renovation Fees | Total        |
| Unencumbered Fund Balance as of 6/30/25 (estimated) | \$17,500,000            | \$43,300,000     | \$16,300,000                     | \$8,300,000             | \$6,700,000               | \$92,100,000 |
| Legacy Project Commitments                          |                         |                  |                                  |                         |                           |              |
| AI & Robotics Ecosystem                             |                         | 5,000,000        |                                  |                         |                           | 5,000,000    |
| Little League                                       |                         | 6,869,000        |                                  |                         | 3,500,000                 | 10,369,000   |
| Mineshaft                                           |                         | 10,100,000       |                                  |                         |                           | 10,100,000   |
| New Rancho Cordova Library                          |                         |                  |                                  | 10,000,000              |                           | 10,000,000   |
| Soil Born Farms Animal Barn                         |                         | 513,800          |                                  |                         |                           | 513,800      |
| Land Acquisition Set Aside                          |                         | 3,700,000        |                                  |                         |                           | 3,700,000    |
| Affordable Housing Set Aside                        |                         | 2,000,000        |                                  |                         |                           | 2,000,000    |
| Economic Development Opportunity Fund               |                         | 3,500,000        |                                  |                         |                           | 3,500,000    |
| Legacy Projects Total                               |                         | 31,682,800       |                                  | -                       | 3,500,000                 | 45,182,800   |
| Remaining Fund Balance as of 6/30/25                | \$17,500,000            | \$11,617,200     | \$16,300,000                     | (\$1,700,000)           | \$3,200,000               | \$48,617,200 |

# FY 2025-27 LEGACY PROJECTS

|                                                          | Measure H           |                     | Measure R           |                     |
|----------------------------------------------------------|---------------------|---------------------|---------------------|---------------------|
| Legacy Projects Under \$5M Funded in Fiscal Year 2025-27 | Fiscal Year 2025/26 | Fiscal Year 2026/27 | Fiscal Year 2025/26 | Fiscal Year 2026/27 |
| Annual Allocation to Legacy Projects                     | \$576,645           | \$1,476,205         | \$810,100           | \$861,700           |
| Cordova High School Discus and Hammer Cage Improvements  |                     |                     | 200,000             |                     |
| National Park Service Monument Feasibility Analysis      | 100,000             |                     |                     |                     |
| Rancho Cordova Community Center Study                    | 250,000             |                     |                     |                     |
| Rancho Cordova Food Locker Community Food Hub            |                     |                     | 220,000             | 220,000             |
| Routier Station Restoration (Pfingst Building)           |                     | 500,000             |                     |                     |
| Soil Born Farms Animal Barn (additional request)         | 210,000             |                     |                     |                     |
| Remaining Legacy Allocation                              | \$16,645            | \$976,205           | \$390,100           | \$641,700           |

*Additional \$2M to be added to Legacy Fund balance in FY25-27 Budget*

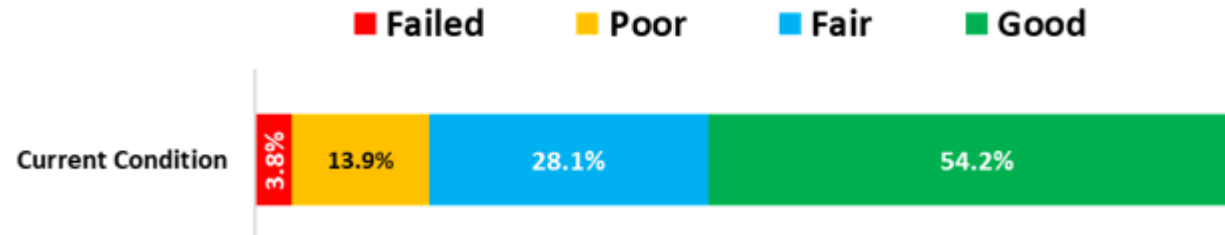
# MAINTAIN ROBUST INFRASTRUCTURE

## CURRENT DEFERRED MAINTENANCE & BUDGET CHALLENGES

- Infrastructure Elements:
  - Deferred Maintenance:
    - Pavement - \$85 M
      - Current pavement maintenance budget: \$9 to \$11 M/Year
      - Deferred pavement maintenance grows to \$146 M over next 10 years without additional investment.
      - Landscaping and irrigation.
    - Stormwater - \$120 M
      - Current maintenance budget: 3 M/Year
    - Deferred maintenance costs grow as condition degrades + inflation.
  - Missing infrastructure on existing roads:
    - Sidewalk Gaps & Defects - \$20 M
    - Missing streetlights - \$20 M
    - The cost of adding missing infrastructure only grows by inflation.
  - Recommend prioritizing deferred maintenance.

# MAINTAIN ROBUST INFRASTRUCTURE

## CURRENT ROADWAY CONDITIONS



Expensive to maintain  
Over 10 times the cost  
\$60 to \$100 per sq.yd.



Inexpensive to maintain  
\$6 to \$8 per sq.yd.

## REPLACING ROADS IS OVER 10 TIMES COST OF PREVENTATIVE MAINTENANCE



# MAINTAIN ROBUST INFRASTRUCTURE



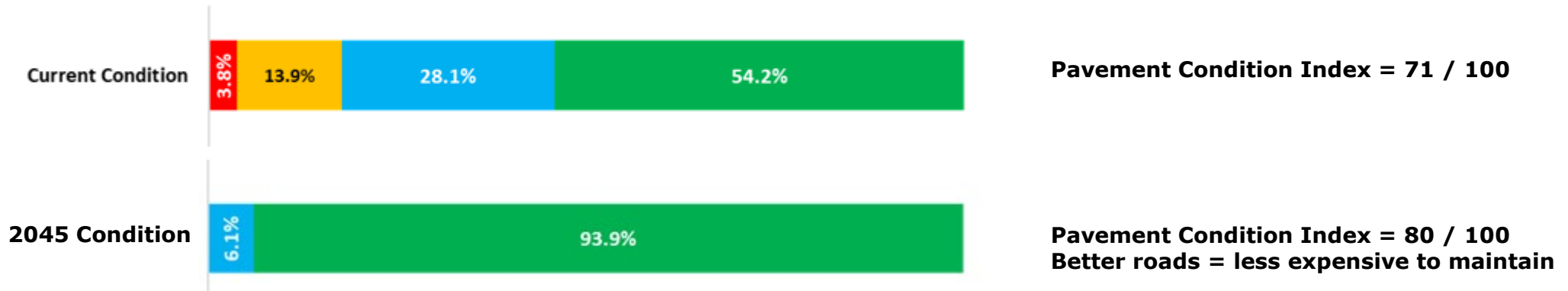


# MAINTAIN ROBUST INFRASTRUCTURE

## SUMMARY AND RECOMMENDATION

Shortfall to address pavement maintenance over 20 years is \$5 to 7 M/yr

Shortfall to address storm maintenance over 20 years is \$7 M/yr



Recommendation: Invest \$20 M in road and storm deferred maintenance including expediting Folsom Blvd road rehabilitation and irrigation repair, Lincoln Village Neighborhood Rehabilitation, repairing Bradshaw Channel, and repairing American River outfall.







# RANCHO CORDOVA COMMUNITY CENTER

## RC<sup>3</sup> UPDATE

### Community Center Exploration

- At the May Council Budget Work Session, Council Directed staff explore a potential Community Center use at 11185 International Drive.
- The anchor uses proposed : a Ballroom, Catering Kitchen, Black Box Theater, Small Theater, Performing Arts Rehearsal Space, Library, Community Gathering Space, Veterans Space and Office/Meeting Space.

### Desired Outcomes

- Provide direction on next steps for a Rancho Cordova Community Center.



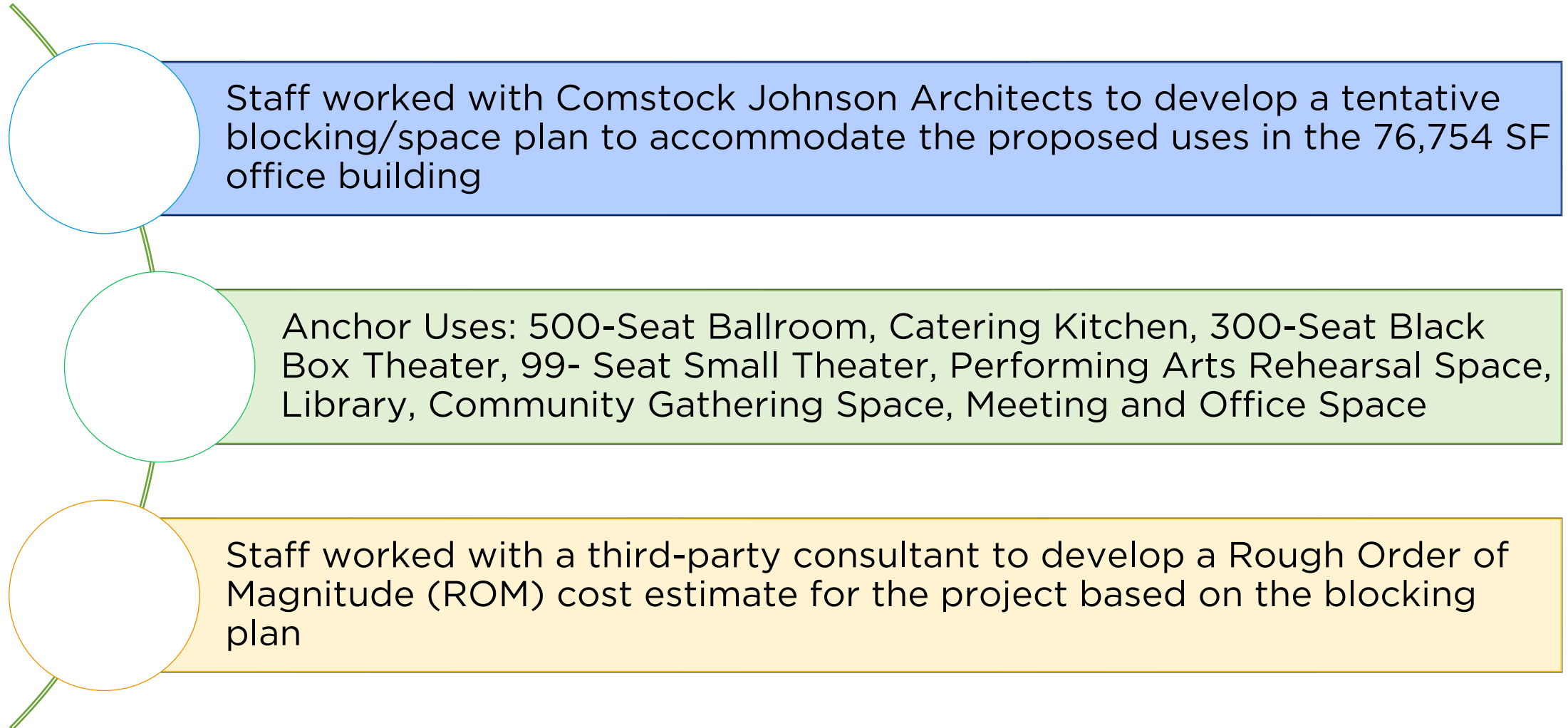
# 11185 INTERNATIONAL DRIVE – 76,754 SF OFFICE

ITEM 12.3.

ATTACHMENT 1



## WORK COMPLETED TO DATE







FIRST FLOOR



SECOND FLOOR

First Floor Uses

Theater & Support

Ballroom

Meeting Space

Lobby & Support

Second Floor Uses

Office Space

Ballroom

Library

Lobby & Support

# TENTATIVE BLOCKING PLAN

# RC<sup>3</sup> PROJECT SUMMARY

## CONSTRUCTION ROUGH ORDER OF MAGNITUDE ESTIMATE

| Space Use                 | ROM Estimate |
|---------------------------|--------------|
| Theater & Support         | \$13,000,000 |
| Ballroom & Kitchen        | \$6,500,000  |
| Office Space              | \$6,000,000  |
| Meeting Rooms             | \$1,500,000  |
| Lobby & Support           | \$3,500,000  |
| Library                   | \$8,000,000  |
| Total Construction Budget | \$38,500,000 |
|                           |              |
| Property Acquisition      | \$8,500,000  |
|                           |              |
| Total Project Budget      | \$47,000,000 |

**ESTIMATED PROJECT TIMELINE: 42-48 MONTHS**

## COUNCIL DIRECTION

**Option 1:** Advance the proposed community center uses at 11185 International Drive.

**Option 2:** Evaluate other locations for the proposed community center.

**Option 3:** Explore the proposed uses at separate locations.

**Option 4:** Pause the current proposal and not pursue a community center at this time.

# FUNDING STRATEGIES FOR DEFERRED MAINTENANCE & RC<sup>3</sup>

|                                                     | Unrestricted Funds      |                  | Restricted Funds                 |                         |                           |
|-----------------------------------------------------|-------------------------|------------------|----------------------------------|-------------------------|---------------------------|
|                                                     | Capital Facilities Fund | CEIF Legacy Fund | Community Facilities Impact Fees | CFF Library Impact Fees | Community Renovation Fees |
| Unencumbered Fund Balance as of 6/30/25 (estimated) | \$17,500,000            | \$43,300,000     | \$16,300,000                     | \$8,300,000             | \$6,700,000               |
| Legacy Project Commitments                          |                         |                  |                                  |                         |                           |
| AI & Robotics Ecosystem                             |                         | 5,000,000        |                                  |                         |                           |
| Little League                                       |                         | 6,869,000        |                                  |                         | 3,500,000                 |
| Mineshaft                                           |                         | 10,100,000       |                                  |                         |                           |
| New Rancho Cordova Library                          |                         |                  |                                  | 8,300,000               |                           |
| Soil Born Farms Animal Barn                         |                         | 513,800          |                                  |                         |                           |
| Land Acquisition Set Aside                          |                         | 3,700,000        |                                  |                         |                           |
| Affordable Housing Set Aside                        |                         | 2,000,000        |                                  |                         |                           |
| Economic Development Opportunity Fund               |                         | 3,500,000        |                                  |                         |                           |
| Legacy Projects Total                               |                         | 31,682,800       |                                  |                         | - 3,500,000               |
| Remaining Fund Balance as of 6/30/25                | \$17,500,000            | \$11,617,200     | \$16,300,000                     | \$0                     | \$3,200,000               |

## Deferred Maintenance Funding Strategies

### CEIF Legacy Fund

- Mineshaft set aside
- Land Acquisition Set Aside
- CEIF Fund Balance
- FY 25-27 Legacy Fund Allocation (\$2M)

## RC<sup>3</sup> Funding Strategies

- Capital Facilities Fund
- CEIF Legacy Fund Mineshaft set aside
- Community Facilities Impact Fees
- CFF Library Impact Fees (if library is included)
- Debt Financing is also an option for a city owned, public use asset

## DESIRED OUTCOMES

### Indicate support of funding plan for \$20M deferred maintenance initiative

Recommendation: Invest \$20 M in road and storm deferred maintenance including expediting Folsom Blvd road rehabilitation and irrigation repair, Lincoln Village Neighborhood Rehabilitation, repairing Bradshaw Channel, and repairing American River outfall.

### Provide direction on next steps for Rancho Cordova Community Center

- Option 1: Advance the proposed community center uses at 11185 International Drive.
- Option 2: Evaluate other locations for the proposed community center.
- Option 3: Explore the proposed uses at separate locations.
- Option 4: Pause the current proposal and not pursue a community center at this time.



# COUNCIL FEEDBACK & DIRECTION