CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING
Monday, June 15, 2026

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

City Hall
2729 Prospect Park Drive
Rancho Cordova 95670

Hilton San Diego Airport/Harbor Island - Lobby
1960 Harbor Island Drive
San Diego, California 92101

How to Observe or Listen to the Meeting:

- Online via Zoom: https://cityofranchocordova.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@cityofranchocordova.org no later than 2:00 p.m. on Monday, June 15, 2026. 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, June 15, 2026, at 2:00 p.m.

AMENDED AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

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

Chaplain Sylvia Espinoza-Pool with the Sacramento Law Enforcement Chaplaincy will give the invocation.

5. PRESENTATIONS

5.1. Council Member Joe Little's Birthday on June 18, 2026.

5.2. Council Member Siri Pulipati's Birthday on July 6, 2026.

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 Special City Council Meeting of May 26, 2026, and the Regular City Council Meeting of June 1, 2026.
Recommendation: Adopt the minutes.

9.2. **Subject:** A Resolution Determining the Special Tax Levy and Authorizing the Levy of Special Taxes for Police Protection Services within the Rancho Cordova Special Police Tax Area for Fiscal Year 2026-27.
Recommendation: Adopt the Resolution.

9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2026-97 with Dokken Engineering in an Amount not to Exceed $200,000 for On-Call Stormwater Support and Engineering Services, and Contract No. 2026-98 with UNICO Engineering in an Amount not to Exceed $675,000 for On-Call Stormwater Support and Engineering Services.
Recommendation: Adopt the Resolution.

9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2026-99 with West Yost Associates in an Amount not to Exceed $900,000 for On-Call Stormwater Support and Engineering Services.
Recommendation: Adopt the Resolution.

9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2026-87 with Roush Landscape Services in an Amount not to Exceed $2,757,500 for Landscape Maintenance Services of Public Frontages.
Recommendation: Adopt the Resolution.

9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2026-82 with West Coast Arborists, Inc. in an Amount not to Exceed $1,497,150 for Tree Maintenance Services.
Recommendation: Adopt the Resolution.

9.7. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2026-96 in an Amount not to Exceed $1,709,870.51 to Construct the South White Rock and Stone Creek Pavement Treatment Project.
Recommendation: Adopt the Resolution.

9.8. **Subject:** A Resolution Authorizing the City Manager to Execute On-Call Contract No. 2026-94 in an Amount not to Exceed $3,000,000 with Salaber Associates, Inc. for Construction Management Services for Federally Funded Projects.
Recommendation: Adopt the Resolution.

9.9. **Subject:** A Resolution Adopting the Appropriations Limit for Fiscal Year 2026-27.
Recommendation: Adopt the Resolution.

9.10. **Subject:** A Resolution Authorizing the City Manager to Approve a Purchase in an Amount not to Exceed $717,406 with Miles Treaster and Associates for Office Furniture for City Hall Suite 100.
Recommendation: Adopt the Resolution.

9.11. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2026-72 in an Amount not to Exceed $1,923,310.00 with Kaler General Contractors, Inc. to Construct the City Hall First Floor Tenant Improvements per the Plans and Specification of the Contract.
Recommendation: Adopt the Resolution.

9.12. **Subject:** A Resolution Authorizing the City Manager to Execute On-Call Contract No. 2026-95 in an Amount not to Exceed $3,000,000 with Dewberry Engineers Inc. for Construction Management Services for Federally Funded Projects.
Recommendation: Adopt the Resolution.

9.13. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-270-5 with the Sacramento County District Attorney's Office in an Amount not to Exceed $193,592 for Community Prosecution Program Services through June 30, 2027.

Recommendation: Adopt the Resolution.

9.14. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2025-271-2 with Creative Noggin, LLC for Economic Development Marketing and Communications Services Making the Cumulative Amount of the Contract $160,000.
Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

11. PUBLIC HEARING ITEMS

11.1. **Subject:** City of Rancho Cordova's 2025 Vacancies, Recruitment and Retention Efforts (Compliance with Assembly Bill 2561/Government Code Section 3502.3).
Recommendation: Receive a presentation regarding the city's vacancies, recruitment and retention efforts pursuant to Assembly Bill (AB) 2561.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** A Resolution Approving the Fiscal Year 2026-27 Salary Schedule and Identifying Exceptional Performance Bonus Program Eligibility.
Recommendation: Adopt the Resolution.

12.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2026-83 for Law Enforcement Services Between the County of Sacramento and the City of Rancho Cordova for a Term Starting July 1, 2026, and Ending June 30, 2031.
Recommendation: Adopt the Resolution.

12.3. **Subject:** Rancho Cordova Tourism Business Improvement District Management District Plan.
Recommendation: Receive public testimony on the modification to the Rancho Cordova Tourism Business Improvement District (RCTBID).

12.4. **Subject:** Appointment of Real Property Negotiators: Micah Runner, City Manager and Adam U. Lindgren, City Attorney. Property Address: 3188 Zinfandel Drive, Assessor's Parcel Number (APN): 072-0690-091-0000. Property Owner: VSP Holdings Company, Inc.
Recommendation: Approve appointment of Real Property Negotiators.

12.5. **Subject:** Appointment of Real Property Negotiators: Micah Runner, City Manager and Adam U. Lindgren, City Attorney. Property Address: 3200 Kilgore Road, Assessor's Parcel Number (APN): 072-0690-043-0000. Property Owner: Karlin Cap Center, LLC.
Recommendation: Approve appointment of Real Property Negotiators.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

Mayor Gatewood will adjourn the meeting to closed session.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

Council will meet in closed session to discuss the following item:

16.1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(One case).

16.2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: 2875 Kilgore Road, Rancho Cordova APN: 072-0490-024-0000. City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney. Under Negotiation: Price and Terms of Payment.

16.3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Properties: 10845 International Drive,10875 International Drive, and 3188 Zinfandel Drive, Rancho Cordova. APN: 072-0690-099-0000, 072-0690-098-0000, and 072-0690-091-0000. City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney. Negotiating Parties: VSP Holding Company Inc. Under Negotiation: Price and Terms of Payment.

16.4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: 11155 International Drive, Rancho Cordova. APN: 072-0680-063-0000. City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney. Negotiating Parties: Dominic L Cortese Family Partnership L P. Under Negotiation: Price and Terms of Payment.

16.5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: 11185 International Drive, Rancho Cordova. APN: 072-0680-064-0000. City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney. Negotiating Parties: Corsair Management Limited Partnership. Under Negotiation: Price and Terms of Payment.

16.6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: 3200 Kilgore Rd, Rancho Cordova. APN: 072-0680-043-0000. City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney. Negotiating Parties: Karlin Cap Center, LLC. Under Negotiation: Price and Terms of Payment.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in closed session.

18. ADJOURNMENT

ADDITIONAL INFORMATION

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

Unless the Council adopts a motion to extend the meeting, any item that is not initiated before 11:00 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.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

June 23, 2026	5:30 PM Special Meeting/Work Session
July 6, 2026	4:00 PM Special Meeting/5:30 PM Regular Meeting
July 28, 2026	5:30 PM Special Meeting/Work Session
August 3, 2026	4:00 PM Special Meeting/Regular Meeting
August 17, 2026	5:30 PM Regular Meeting
August 25, 2026	5:30 PM Special Meeting/Work Session
September 8, 2026	4:00 PM Special Meeting/5:30 PM Regular Meeting
September 21, 2026	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 June 15, 2026, Regular Meeting of the Rancho Cordova City Council was posted and available for review on June 11, 2026, 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.cityofranchocordova.org.

Signed June 11, 2026, at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING
Tuesday, May 26, 2026

5:30 PM – Special Meeting/Work Session
David B. Roberts Council Chambers

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Gatewood called the Special meeting to order in the David B. Roberts Council Chambers at 5:35 p.m.

Council Members Present: Linda Budge, Joe Little (arrived at 5:39 p.m.), David Sander, and Mayor Garrett Gatewood

Council Members Absent: Siri Pulipati

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

2. PUBLIC COMMENT

Mayor Gatewood stated that public comment would be taken at the time the item on the agenda was heard.

Recess 5:37 p.m. - 5:39 p.m.

3. SPECIAL MEETING

3.1. **Subject:** Discussion and Direction on the General Plan Update Preferred Land Use Alternative.
Recommendation: Review and discuss the Land Use Alternatives, consider the community feedback and the Planning Commission recommendations, and recommend approval of a Preferred Land Use Alternative.

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

1. Mark Berry
2. Betsy Weiland
3. Helen Whelan-Bashaw

Mayor Gatewood closed the public comment period.

ACTION: Input was received regarding the General Plan Update Preferred Land Use Alternatives.

4. ADJOURNMENT

Mayor Gatewood adjourned the meeting at 7:19 p.m.

_____
Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING

4:00 PM – Special Meeting - Cancelled
5:30 PM – Regular Meeting
David B. Roberts Council Chambers

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, June 1, 2026

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Gatewood called the Regular meeting to order in the David B. Roberts Council Chambers at 5:32 p.m.

Council Members Present: Linda Budge, Joe Little, Siri Pulipati (arrived at 5:34 p.m.), David Sander, and Mayor Garrett Gatewood

Council Members Absent: None

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Sac Metro Fire Battalion Chief Carl Jewell led the pledge.

4. INVOCATION

Reverend Zac Neubauer gave the invocation.

5. PRESENTATIONS

None.

6. PUBLIC COMMENT

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

1. James Garcia
2. Lori Powell
3. Marilyn Metzger

Mayor Gatewood closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

None.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve items 9.1 through 9.8 by Sander second by Budge; Motion passed with a 5:0 vote.

9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of May 18, 2026.
Recommendation: Adopt the minutes.

9.2. **Subject:** A Resolution Calling the November 3, 2026, General Municipal Election to Elect Council Members By-District for Districts 2 and 5 and Requesting the Sacramento County Board of Supervisors to Consolidate the General Municipal Election with the Statewide General Election, and a Resolution Establishing Regulations Pertaining to Candidate Statements.
Recommendation: Adopt the Resolutions.

9.3. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Declaring Its Intention to Transfer Delinquent Refuse Service Charges to the Property Tax Rolls and to Set a Public Hearing for the Same.
Recommendation: Adopt the Resolution.

9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2026-84 with Bio-One of Sacramento for a Three-Year Term in an Amount not to Exceed $1,350,000 for Biohazard and Non-biohazard Clean-up Services Throughout the City.
Recommendation: Adopt the Resolution.

9.5. **Subject:** A Resolution Authorizing the City Manager to Approve the Final Map of Rio Del Oro Lot 67D, Subdivision No. FM-2019-004-07 and Execute Subdivision Improvement Agreement Contract No. 2026-50 with Elliott Homes Communities, LLC.
Recommendation: Adopt the Resolution.

9.6. **Subject:** A Resolution Authorizing the City Manager to Approve the Final Map of Rio Del Oro Lot 67E, Subdivision No. FM-2019-004-08 and Execute Subdivision Improvement Agreement Contract No. 2026-51 with Elliott Homes Communities, LLC.
Recommendation: Adopt the Resolution.

9.7. **Subject:** A Resolution Declaring the Results of the Mail Ballot Election for Rancho Cordova Transit-Related Services Special Tax Area Zone 35 for the Big Baller Storage RV Project.

Recommendation: Adopt the Resolution.

9.8. **Subject:** A Resolution Approving Fiscal Year 2026-27 Community Grants, Legacy Fund, and Programs and Initiatives to be Funded from the Measure H/Community Enhancement & Investment Fund.
Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve items 10.1 through 10.5 by Budge second by Sander; Motion passed with a 5:0 vote.

10.1. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges, and Amending and/or Confirming the Engineer's Report, Establishing the Fiscal Year 2026-2027 Service Charge for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1.
Recommendation: Adopt the Resolutions.

10.2. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges, and Amending and/or Confirming the Engineer's Report, Establishing the Fiscal Year 2026-2027 Service Charge for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2.
Recommendation: Adopt the Resolutions.

10.3. **Subject:** A Resolution Approving Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Lighting District No. 2012-1 for Fiscal Year 2026-2027.
Recommendation: Adopt the Resolution.

10.4. **Subject:** A Resolution Approving Proceedings for the Annual Levy and Collection of Assessments for Landscaping and Lighting District No. 2005-1 for Fiscal Year 2026-2027.
Recommendation: Adopt the Resolution.

10.5. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Road Maintenance District for Fiscal Year 2026-2027.
Recommendation: Adopt a Resolutions.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

None.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURNMENT

Mayor Gatewood adjourned the meeting in memory of Lloyd Lagerstrom and Rick Adelman at 6:00 p.m.

_____
Stacy Leitner, CMC
City Clerk

MEMORANDUM

ITEM 9.2.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Assistant Director of Administrative Services - Finance

SUBJECT: **A RESOLUTION DETERMINING THE SPECIAL TAX LEVY AND AUTHORIZING THE LEVY OF SPECIAL TAXES FOR POLICE PROTECTION SERVICES WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR FISCAL YEAR 2026-27**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

The Resolution is part of the annual process to levy and collect special taxes in the Rancho Cordova Special Police Tax Area (the "district"). Adoption of the Resolution would authorize and direct the Chief Financial Officer to determine, or cause to be determined, the district's Fiscal Year 2026-27 Maximum Special Tax Rates, to establish the Special Taxes to be levied against developed parcels within the district and to cause such charges to be applied to the annual Property Tax Roll.

BACKGROUND

In 2003, the city recognized the need for increased police protection services in new developments, and the difficulty of funding the increased level of services with existing municipal revenues. On July 1, 2003, the City Council adopted Resolution No. 30-2003, providing for a special tax to be imposed on newly developed parcels within the district for the purpose of funding police protection services and such related costs, as provided by Government Code Section 53978.

In order to implement this funding mechanism, the city negotiated provisions of development agreements by which property owners agreed to support the levy of a police services special tax on the properties within their developments. The city also included this provision as a condition of approval for developments without development agreements.

The annual levy of special taxes was approved and authorized by a vote of 2/3 of each zone's property owners and through various ordinances. Each zone's ordinance established a base year special tax rate and an annual special tax rate escalation formula. Each year, the Special Tax Rate for the developed parcels within the district shall increase by the annual percentage increase in the April Consumer Price Index (San Francisco-Oakland-San Jose, CA) as reported by the Bureau of Labor Statistics. The ordinances also direct the City Council to determine the

amount of the annual special tax levy.

The district is currently comprised of twenty-six (26) Special Police Tax Zones. The special tax, which is to be levied annually following the issuance of a building permit, shall be billed as a separate line item on the respective parcel's property tax bill. The district's Fiscal Year (FY) 2026-27 Special Tax Levy is projected to be $1,711,040. The district's FY 2025-26 Special Tax Levy was $1,648,374.

In order to proceed with this year's levy, it is recommended that the City Council approve the Resolution which would approve the district's Escalation Factors to be used to calculate the district's Fiscal Year 2026-27 Maximum Special Tax Rates, authorize and direct the Chief Financial Officer to use the tables within Exhibit A (Attachment 2) to determine, or cause to be determined, the district's Fiscal Year 2026-27 Maximum Special Tax Rates, establish the Special Taxes to be levied to the district parcels for the fiscal year and cause such charges to be applied to the County Property Tax Roll in order to provide funding for police protection services and such related costs.

FISCAL IMPACT AND FUNDING SOURCE

The Special Tax Levy is projected to provide $1,711,040 in revenue which shall be used solely for the purposes of obtaining, operating and maintaining police protection equipment and apparatus, paying salaries and benefits of police protection personnel and for such other police protection service expenses, excepting the charges imposed by the county to place the special taxes onto the county tax roll in pursuant to Government Code Section 53978.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DETERMINING THE SPECIAL TAX RATES AND AUTHORIZING THE LEVY OF SPECIAL TAXES FOR POLICE PROTECTION SERVICES WITHIN THE RANCHO CORDOVA SPECIAL TAX AREA FOR FISCAL YEAR 2026-27

WHEREAS, on July 1, 2003, the City Council adopted Resolution No. 30-2003, establishing all of the City of Rancho Cordova as the Rancho Cordova Special Police Tax Area (hereinafter referred to as the "Special Police Tax Area" or "District"); and

WHEREAS, the City Council has previously adopted resolutions and ordinances creating several zones within the Special Police Tax Area and establishing proposed Special Taxes for each zone pursuant to Government Code Section 53978; and

WHEREAS, the City Council has previously directed the City Clerk to conduct elections through a mailed ballot proposition, pursuant to Elections Code Section 4000, for each zone and has received favorable votes from the qualified electors approving and authorizing the levy of special taxes onto the parcels within each zone pursuant to Government Code Section 53978; and

WHEREAS, the City Council desires to authorize the Chief Financial Officer to determine the special taxes and to apply the special taxes against the taxable parcels of land lying within the zones of the Special Police Tax Area for the fiscal year commencing July 1, 2026 and ending June 30, 2027 in order to generate funding for police protection services and such related costs as provided by Government Code Section 53978; and

WHEREAS, the City Council and its legal counsel have reviewed Proposition 218 and found that these Special Taxes comply with applicable provisions of Article XIIIC and Article XIIID of the California State Constitution; and

WHEREAS, upon reasonable written notice by Sacramento County of any claim or challenge, the City of Rancho Cordova agrees to defend with counsel of its choice, indemnify and hold harmless Sacramento County, its Board of Supervisors, officers, officials, agents and employees (collectively "the county"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the county's own active negligence or willful misconduct, which the county may incur in the exercise and performance of its powers and duties in placing these Special Taxes onto the county roll and tax bills for the City of Rancho Cordova.

NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA FOR THE DISTRICT, as follows:

Section 1 The City Council hereby approves the district's Base Maximum Special Tax Rates together with the fiscal year 2026-27 Escalation Factors, both of which are attached hereto as Exhibit A, that shall be used to determine the district's fiscal year 2026-27 Special Tax Rates. Furthermore, each taxable parcel shall be taxed at 100% of the Maximum Special Tax Rate.

Section 2 The City Council hereby authorizes and directs the Chief Financial Officer to use the attached Exhibit A to determine, or cause to be determined, the fiscal year 2026-27 Special Tax Rate for each district parcel, to establish the Special Taxes to be levied on the district parcels for the fiscal year 2026-27 and to cause such charges to be applied to the county Tax Roll.

Section 3 The Special Tax rates shall not exceed the Maximum Special Tax Rates authorized and approved by the qualified electors.

Section 4 The Special Tax rates shall not exceed the Maximum Special Tax Rates established through the Ordinances adopted by the City Council.

Section 5 The revenues from such special taxes shall be used for the services for which they were imposed, and for no other purpose, excepting the amount of collection costs imposed by the county to place the special taxes onto the county tax roll pursuant to Government Code Section 53978.

Section 6 The County Auditor of the County of Sacramento shall enter on the county Tax Roll opposite each eligible parcel of land the amount of such levy amounts submitted by Francisco & Associates, Inc, the Chief Financial Officer's designate. Such levies shall be collected at the same time and in the same manner as the county taxes are collected, pursuant to Government Code Section 53978.

Section 7 After collection by the county, the net amount of the levy shall be paid to the City Treasurer. The City Treasurer shall deposit all money representing special taxes collected by the county for the district to the credit of an account for the Rancho Cordova Special Police Tax.

Section 8 The adoption of this Resolution authorizes the district levy for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 9 Francisco & Associates, Inc. is hereby designated to file the levy with the County Auditor/Controller on behalf of the city. The City Clerk is directed to deliver a certified copy of this adopted Resolution to Francisco & Associates, Inc. within two weeks of adoption via either e-mail to anthonyh@franciscoandassociates.com or US Mail to: 5963 La Place Court, Suite 110, Carlsbad, CA 92008 – Attn: Anthony Hernandez.

Section 10 The above recitals are all true and correct. The City Clerk shall certify the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the above City Council action.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

Exhibit A

City of Rancho Cordova
Rancho Cordova Special Police Tax Area
Fiscal Year 2026/27 Special Tax Rates

BASE YEAR MAXIMUM SPECIAL TAX RATES

The following table lists the Rancho Cordova Special Police Tax Area's (the "Area") Base Maximum Special Tax Rates for each Zone. Upon the issuance of a building permit, each Area parcel shall be levied at its respective Base Maximum Special Tax Rate in the following fiscal year. Each year thereafter, the Maximum Special Tax Rate of each taxable parcel shall be increased using the annual percentage change in the area's April Consumer Price Index.

Zone	Base Tax Rate Per Residential Unit / Residential Parcel	Base Tax Rate Per Non-Residential Acre / Non-Residential Parcel
1	$250.00 / unit	Not Applicable
2	$250.00 / unit	$653.40 / acre
3	$250.00 / unit	Not Applicable
4	$250.00 / parcel	$250.00 / parcel
5	$250.00 / unit	$653.40 / acre
6	$250.00 / unit	$653.40 / acre
7	$250.00 / unit	Not Applicable
8	$250.00 / unit	$653.40 / acre
15	$250.00 / unit	$653.40 / acre[1]
16	$250.00 / unit	$653.40 / acre
17	$250.00 / unit	$653.40 / acre
18	$250.00 / unit	$653.40 / acre
19	$250.00 / unit	$653.40 / acre
20	$250.00 / unit	$653.40 / acre
21	$250.00 / unit	$653.40 / acre
22	$250.00 / unit	$653.40 / acre
23	$250.00 / unit	$653.40 / acre
24	$250.00 / unit	$653.40 / acre
25	$250.00 / unit	$653.40 / acre
26	$251.00 / unit	$653.40 / acre
29	$450.00 / unit	$1,000.00 / acre
38	$450.00 / unit	$1,000.00 / acre
39	$250.00 / unit	Not Applicable

[1] Industrial Parcels in Zone 15 are levied $1,000 per parcel and all other Non-Residential properties are to be levied the base rate of $653.40 per acre.

Parcels within Zones 2A, 9, 10, 11, 12, 13, 14, 27, 28, 30, 31, 32, 33, 34, 35, 36 and 37 are no longer levied through the Special Police Tax Area as these services are being funded through other revenue sources.

FISCAL YEAR 2026/27 ESCALATION FACTORS

The Maximum Special Tax Rate of each taxable parcel shall be increased using the annual change in the San Francisco-Oakland-San Jose, CA Consumer Price Index (the "CPI"). The annual increase in the CPI from the previous year is 3.79751%.

The following table lists the Fiscal Year 2026/27 Escalation Factors to be applied to the above Base Year Maximum Special Tax Rates to determine the Fiscal Year 2026/27 Maximum Special Tax Rates. The Escalation Factors are calculated each year using the annual changes in the April CPI. The date of a parcel's building permit establishes the base CPI. The base CPI and the most recent April CPI are used to determine the Escalation Factor to be applied to each taxable parcel. For example, the escalation factor for a parcel receiving a building permit on July 1, 2004, would be 1.823284 (369.215 divided by 202.50).

To determine the Maximum Special Tax Rates, each taxable parcel's Base Year Maximum Special Tax Rate shall be multiplied by the applicable Escalation Factor. For example, a residential parcel in Zone 1 would have a base tax rate of $250 per unit; had this parcel received a building permit on July 1, 2004, its escalation factor would be 1.823284. Therefore, its Maximum Special Tax Rate would be $250.00 x 1.823284 or $455.82 per unit.

Date of Building Permit	Month and Year of CPI Factor	CPI Factor[(1)]	Escalation Factor to be Applied to Base Rate[(2)]
July 1, 2004 - June 30, 2005	April 2005	202.500	1.823284
July 1, 2005 - June 30, 2006	April 2006	208.900	1.767425
July 1, 2006 - June 30, 2007	April 2007	215.842	1.710580
July 1, 2007 - June 30, 2008	April 2008	222.074	1.662576
July 1, 2008 - June 30, 2009	April 2009	223.854	1.649356
July 1, 2009 - June 30, 2010	April 2010	227.697	1.621519
July 1, 2010 - June 30, 2011	April 2011	234.121	1.577026
July 1, 2011 - June 30, 2012	April 2012	238.985	1.544930
July 1, 2012 - June 30, 2013	April 2013	244.675	1.509002
July 1, 2013 - June 30, 2014	April 2014	251.495	1.468081
July 1, 2014 - June 30, 2015	April 2015	257.622	1.433166
July 1, 2015 - June 30, 2016	April 2016	264.565	1.395555
July 1, 2016 - June 30, 2017	April 2017	274.589	1.344610
July 1, 2017 - June 30, 2018	April 2018	283.422	1.302704
July 1, 2018 - June 30, 2019	April 2019	294.801	1.252421
July 1, 2019 - June 30, 2020	April 2020	298.074	1.238669
July 1, 2020 - June 30, 2021	April 2021	309.419	1.193253
July 1, 2021 - June 30, 2022	April 2022	324.878	1.136473
July 1, 2022 - June 30, 2023	April 2023	338.496	1.090751
July 1, 2023 - June 30, 2024	April 2024	351.247	1.051155
July 1, 2024 - June 30, 2025	April 2025	355.707	1.037975
July 1, 2025 - June 30, 2026	April 2026	369.215	1.000000

[1] April CPI-U (San Francisco-Oakland-San Jose, CA) Bureau of Labor Statistics.

[2] Escalation factors have been rounded for presentation purposes.

SPECIAL TAX RATES

Each taxable parcel shall be taxed at 100% of the Maximum Special Tax Rate.

MEMORANDUM

ITEM 9.3.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Margarita Dronov, Associate Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-97 WITH DOKKEN ENGINEERING IN AN AMOUNT NOT TO EXCEED $200,000 FOR ON-CALL STORMWATER SUPPORT AND ENGINEERING SERVICES, AND CONTRACT NO. 2026-98 WITH UNICO ENGINEERING IN AN AMOUNT NOT TO EXCEED $675,000 FOR ON-CALL STORMWATER SUPPORT AND ENGINEERING SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2026-97 with Dokken Engineering in an amount not to exceed $200,000 for stormwater support and engineering services, and Contract No. 2026-98 with UNICO Engineering, Inc. in an amount not to exceed $675,000 for stormwater support and engineering services.

BACKGROUND

The Public Works Stormwater Program is responsible for operations and maintenance of the public drainage system, review of development project plans and drainage studies, compliance with the City's Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit and California Department of Fish and Wildlife Routine Maintenance Agreement (RMA), implementation of drainage Capital Improvement Projects, floodplain management, and other related work. The City of Rancho Cordova relies on qualified consultants to serve as an extension of staff in the implementation of stormwater work, managed by city staff. Establishing an on-call list of consultant teams allows the city to draw upon the additional resources when needed, in an expedited manner.

The City received 12 submittals from firms in the region in response to a Request for Qualifications solicitation for Stormwater Support Services which closed on April 8, 2026. Through the competitive selection review process, six firms have been selected for the on-call list. Those firms are as follows:

- Dokken Engineering
- LSA Associates, Inc.
- Watearth, Inc.
- Geosyntec Consultants
- UNICO Engineering, Inc.
- Wood Rodgers, Inc.

Two firms have been recommended for contracts based on programmed stormwater needs. The two firms are Dokken Engineering and UNICO Engineering, Inc. Dokken Engineering shall have a contract not to exceed $200,000, and UNICO Engineering, Inc. shall have a contract not to exceed $675,000. The contracts will be a 3-year on-call term with the city's option of one 2-year extension.

FISCAL IMPACT AND FUNDING SOURCE

Stormwater programs and projects are paid through the city's Stormwater Utility Fund and other various funding sources earmarked for the projects. There is no impact to the city’s general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2026-97 - Dokken Engineering
3. Contract No. 2026-98 - UNICO Engineering, Inc.

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-97 WITH DOKKEN ENGINEERING IN AN AMOUNT NOT TO EXCEED $200,000 FOR STORMWATER SUPPORT AND ENGINEERING SERVICES, AND CONTRACT NO. 2026-98 WITH UNICO ENGINEERING IN AN AMOUNT NOT TO EXCEED $675,000 FOR STORMWATER SUPPORT AND ENGINEERING SERVICES

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2026-97 with Dokken Engineering in an amount not to exceed $200,000 for on-call stormwater support and engineering services, and Contract No. 2026-98 with UNICO Engineering, Inc. in an amount not to exceed $675,000 for on-call stormwater support and engineering services; and

WHEREAS, the City of Rancho Cordova relies on qualified consultants to serve as an extension of staff in the implementation of stormwater work, managed by city staff; and

WHEREAS, the contract will be paid through the Stormwater Utility Fund and various other funding sources earmarked for the projects. The contract does not impact the city's general fund; and

WHEREAS, the city performed a competitive request for qualifications solicitation to develop the qualified list of on-call stormwater support and engineering consultants; and

WHEREAS, on-call stormwater support and engineering contracts allow the city to draw upon greater resources in response to ongoing regulatory compliance and environmental permitting 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. 2026-97 with Dokken Engineering in an amount not to exceed $200,000 for stormwater support and engineering services, and Contract No. 2026-98 with UNICO Engineering, Inc. in an amount not to exceed $675,000 for stormwater support 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 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

CONTRACT NO. 2026-97

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND DOKKEN ENGINEERING FOR ON-CALL STORMWATER SUPPORT AND ENGINEERING SERVICES

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 June 15, 2026.

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 June 30, 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 Hundred Thousand ($200,000.00)**, 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 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.

Initial

4.4 All Polices 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 Margarita Dronov ("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: Margarita Dronov
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Any written notice to Professional shall be sent to:

ATTN: Pamela Dalcin-Walling
110 Blue Ravine Rd #200
Folsom, CA 95630
Email Address (for insurance updates): 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.

_____ 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.

CONTRACT NO. 2026-97

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

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date:_____

PROFESSIONAL

_____
John Klemunes, President

Date:_____

CONTRACT NO. 2026-97

EXHIBIT A
SCOPE OF SERVICES

The Consultant shall perform professional services for Stormwater Support Services in one or more of the subcategories listed in the On Call Tasks from the Request for Qualifications. The consultant shall specify in the cover letter which subcategory (or subcategories) of tasks the firm proposes to provide. ***Dokken Engineering has proposed to provide the underlined tasks below.*** *The executed on-call contract does not guarantee that a Task Order will be issued.*

The consultant will be expected to manage and control costs and resources, 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).

A. Stormwater Quality Services

- Inspect active private construction sites to ensure compliance with the City's Erosion and Sediment Control requirements and the State's Construction General Permit.
- Review plans and specifications for compliance with local and state stormwater pollution prevention standards.
- Take discharge samples and apply proper field-testing procedures.
- Conduct training for City staff on MS4 Permit and other stormwater quality requirements.
- Prepare Stormwater Pollution Prevention Plans meeting all the requirements of contract documents and State's Construction General Permit.
- Prepare annual reports for City projects and upload into the Stormwater Multiple Applications and Reporting Tracking System (SMARTS).
- Perform pH and turbidity sampling, and perform a "During rain or discharge event" inspection during discharge events, certify and report the results.
- Prepare reports for City MS4 program compliance with the National Pollutant Discharge Elimination System (NPDES) Permit
- Perform On-Land Visual Trash Assessments related to the State Trash Amendments
- Assist with a variety of stormwater support items.

B. Drainage Services

- Provide technical review of drainage studies and models prepared by other engineers.
- Determine base flood elevation using current FEMA FIRM Maps, the Flood Insurance Study (FIS), and best available modelling.
- Prepare Elevation Certificates utilizing field, record mapping and BFE information to prepare the Elevation Certificate based on FEMA guidelines.
- Assist with floodplain mapping activities pursuant to the standards of the National Flood Insurance Program (NFIP). Activities may include hydrologic analysis, hydraulic analysis using HEC-RAS or similar tools, floodplain mapping, and preparation of mandatory documents such as Technical Support Data Notebooks or Conditional/final Letters of Map Revision.
- Assist with a variety of drainage related services.

C. Environmental Services

- Nesting bird surveys on drainage open waterways and documents associated with the City's Routine Maintenance Agreement with the California Department of Fish and Wildlife.
- Preparations of environmental impact documentation including CEQA and NEPA documents and studies.
- If requested by the City, the Consultant will provide environmental construction inspection services as specified in the approved environmental document.
- Coordinate with the design engineer, architect, general contractor, construction manager, geotechnical consultant, testing consultant, and applicable utilities and agencies.

Usage of the following services is on an as-needed project basis so that if the demand is not there, the service(s) will not be requested:

D. Surveying Services

- Provide surveying services for drainage easements, stormwater facilities, and other stormwater needs: Topographic Survey, Construction Staking, Plats and Legal Descriptions, Aerial Photography/Mapping, Utility Survey, ALTA/ACSM Land Title Survey, Boundary Survey

E. On Call Engineering Support Services

- Identify grant opportunities for drainage, flood control, or projects of other nature as directed by City, from state and federal sources. Assist with positioning for future grants through preparation of preliminary material, meeting funding agencies, etc. Assist with preparation of competitive or non-competitive grant applications.
- Prepare federally required forms and applications .
- Provide plans, specifications, or technical studies for drainage projects listed in the City's Stormwater Capital Improvement Masterplan.
- Provide plans and specifications for small drainage projects for erosion control or emergency damage mitigation.

The firm's proposal is incorporated as part of Exhibit A on the following pages.

DOKKEN ENGINEERING

April 8, 2026

Attn: Margarita Dronov, PE, CFM Associate Civil Engineer
Public Works Department City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

PRIMARY CONTACT

Pamela Dalcin-Walling, PE, QSD/P | Contract Manager

Address: 110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Telephone: (916) 858-0642
Fax: (916) 858-0643
E-Mail: pdalcinwalling@dokkenengineering.com

RE: Request for Proposals for Professional Services for Stormwater Support Services

Dear Ms. Dronov and Selection Committee:

Stormwater management protects the American River and local creeks, prevents flooding, and ensures compliance with state and federal water quality regulations while maintaining the City's extensive drainage infrastructure. Dokken Engineering (Dokken) is pleased to submit this statement of qualifications to provide Stormwater Support Services on an on-call basis for the City of Rancho Cordova for the following subcategories: Drainage Services, Environmental Services, Surveying Services, and On-Call Engineering Support Services. For over 30 years, Dokken has provided similar services to a variety of clients, both locally and throughout the state. We understand that performance on individual projects and/or Task Orders through an on-call arrangement requires strong management, specialized expertise, and depth of resources to ensure projects are completed on time and within budget. To meet the City's needs, Dokken has assembled a comprehensive team with extensive experience providing similar services. This team is uniquely suited for this on-call in several important respects:

Strong Leadership and Management Capabilities – Dokken's proposed Contract Manager, Pamela Dalcin-Walling, has 35 years of experience managing projects both large and small throughout the State of California. In addition to being QSD/QSP certified with extensive experience in NPDES permit compliance, she has also served as manager for numerous on-call contracts, including Calaveras County, City of Sacramento, and Caltrans (District 1 and District 2). Pamela is a proactive manager with an excellent reputation for providing a high level of responsiveness to her clients. She understands that agency staff are frequently accountable to multiple demands with limited resources, everyone wears many hats, and they are pulled in several directions at any given time. Her outstanding client service and attention to detail will provide the City with the support required to address its stormwater needs with minimal City oversight.

Diverse Services – Rancho Cordova is looking for assistance with a variety of stormwater elements, from review and design to surveying and funding. Our experienced team specializes in providing a diverse set of services, including drainage/floodplain reviews, environmental compliance, funding assistance, right of way engineering, surveying and drainage design services. With a large, experienced staff, we are easily able to accommodate numerous and varied assignments in a responsive fashion. In addition, our subconsultants have extensive experience working with Dokken, making communication and collaboration a natural and fluid process.

Familiar and Experienced Team – Dokken has assembled a team of individuals who have worked with the City for many years, providing services ranging from design and surveying to environmental and funding. This project will be assigned to our experienced staff in our Folsom office, who are available and ready to perform all services as described in the Scope of Work. Assigned key staff include Pamela Dalcin-Walling, Scott Salembier, and Ashley Orsaba-Finders who bring intimate knowledge of the City's processes and procedures from their work on the City's previous Stormwater Support Services On-Call and Environmental Services On-Call contracts. To support our in-house resources, our team includes the following subconsultants:

- UNICO (Surveying)
- Drago Vantage (Funding)
- Bennett Engineering (Floodplain)

Dokken has reviewed the Q&A released during this procurement. We truly appreciate the opportunity to continue serving the City. We certify that no portion of our proposal is considered proprietary.

Sincerely,

DOKKEN ENGINEERING, INC.

John A. Klemunes, Jr., PE
President

Pamela Dalcin-Walling, PE, QSD/P
Contract Manager

5394/CL/PDW/sg

Executive Summary

Bear Hollow Basin – a key piece to the City's stormwater infrastructure.



MANAGEMENT APPROACH

Dokken's management style is rooted in accountability, proactive communication, and a commitment to delivering high-quality, compliant solutions that meet our clients' goals on time and within budget. We operate as an extension of City staff, providing responsive support, clear coordination, and disciplined project management to ensure seamless delivery of on-call services. Our approach emphasizes early identification of challenges, transparent communication, and rigorous QA/QC processes to minimize risk and maintain consistency across all tasks.

We understand that the City of Rancho Cordova's Stormwater Program requires a knowledgeable and flexible team capable of supporting a wide range of services, including drainage review and modeling, environmental documentation, and implementation of stormwater capital improvement projects. Our team brings extensive experience navigating local, state, and federal regulatory frameworks, including FEMA floodplain standards and CEQA/NEPA processes, ensuring all work products are technically sound and fully compliant.

Dokken's professional approach is centered on delivering practical, implementable solutions that align with the City's standards and operational needs. We prioritize coordination with City staff and stakeholders, efficient task execution, and adaptability to meet evolving project demands. By combining technical expertise with strong project controls and a client-focused mindset, Dokken consistently delivers reliable, high-quality outcomes that support the long-term success of municipal programs.

PROJECT UNDERSTANDING

As the agency responsible for the operation and maintenance of the public drainage system and all related capacities, the City of Rancho Cordova is seeking consultants to function as an extension of staff to provide timely, accurate, and well-coordinated services that support ongoing operations, regulatory compliance, and CIP implementation. These services include stormwater compliance, development reviews, floodplain mapping/certification, environmental compliance, survey support, drainage/erosion/ stormwater design, and grant funding support.

Dokken recognizes that stormwater projects often require rapid response, coordination across multiple disciplines, and adaptability to evolving field conditions. Our team prioritizes quick mobilization, clear communication, and accurate data collection to support drainage studies, regulatory documentation, and design development. We support a wide range of stormwater-related needs, including experts in hydraulics/hydrology, environmental planning, surveying/right of way engineering, drainage design, and funding.

By combining local experience, technical capability, and responsiveness, Dokken serves as a reliable extension of the City's team to help manage workload demands, maintain compliance, and deliver stormwater improvements efficiently and effectively.

Drainage solution to reduce flooding and ponding in the City.



Experience of Firm

ABOUT DOKKEN ENGINEERING

Founded in 1986, Dokken Engineering (Dokken) is a multi-discipline, professional services firm specializing in all phases of project development and delivery, including preliminary engineering, environmental documents, feasibility studies, PIDs, PA&EDs, PS&Es, and construction management. During the past 39 years, we have developed an exceptional depth of experience and expertise having engineered and obtained environmental compliance on more than 3,000 infrastructure projects, including more than 2,500 federally funded projects. Dokken almost exclusively works with public agencies, including the **City of Rancho Cordova, City of Elk Grove, City of Sacramento, Sacramento County, and other cities, counties, and municipal agencies.**

Many of our staff have experience working previously for and directly with local agencies or resource agencies. Through this combined experience, we can better understand the circumstances of our client's projects and meet their needs by developing the best approach and innovative solutions for project delivery. As a result of our collective experience, we save our clients valuable time and money in delivering their projects. We employ a diverse group of over 170 civil, structural, traffic, water resources, and drainage designers, as well as environmental planners, community outreach experts, funding, right of way specialists, and support personnel who together provide seamless and cost-effective project delivery. Many of our same proposed staff delivered the **City's Current Stormwater Support Services Contract, Routine Maintenance Agreement, SouthEast Connector D3/E1, and American River Outfall Four Repairs,** giving us an understanding of the City's overall goals, community, and processes.

In-House Expertise

With numerous technical specialties under one roof, project coordination and communication are streamlined. Some of our key services include:

Water Resources | Dokken's staff bring extensive experience in hydrology, hydraulics, drainage design, and stormwater quality compliance. Our team, including certified QSD/QSP professionals, specializes in evaluating drainage challenges and delivering coordinated, cost-effective solutions. Our expertise includes hydraulic modeling, storm drain and culvert design, inlet efficiency, open channel analysis, and detention basin design, ensuring roadways and public infrastructure remain resilient and free of flooding. We have supported numerous public agency projects involving storm drains, detention/retention basins, bioswales, culverts, drainage ditches, and slope stabilization. With a strong understanding of evolving Clean Water Act regulations, our team provides comprehensive support for SWPPP preparation and compliance, as well as the design and documentation of permanent BMPs for MS4 and NPDES requirements.

Environmental Services | Dokken has an experienced in-house Environmental Services Group that works on our roadway, bridge, and infrastructure projects throughout California. We have established professional working relationships with federal and state regulatory agencies based on technical excellence and a thorough understanding of regulatory processes, including: Environmental Document Preparation (National Environmental Policy Act [NEPA] / California Environmental Quality Act [CEQA] Analysis and Compliance); Technical Studies & Reports; and Environmental Regulatory Permitting & Compliance. Dokken's hands-on approach and technical experience have accelerated schedules for all regulatory requirements of the Federal Clean Water Act (CWA), Sections

DOKKEN ENGINEERING, INC.

Headquarters:
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Tele: (916) 858-0642
Fax: (916) 858-0643

ORGANIZATIONAL STRUCTURE:

Business Classification:
CA Corporation

Year of Incorporation: 1986

Total Number of Employees: 173

FIRM CAPABILITIES & EXPERTISE:

- Project Management
- Environmental Services
- Hydraulics/Hydrology
- Stormwater Compliance
- NEPA/CEQA Documents
- Environmental Permitting & Mitigations
- Roadway & Structures Design
- Right of Way Acquisition & Relocation Assistance
- Public/Stakeholder Outreach
- Utility Coordination
- Railroad / CVFPB / PUC Coordination
- 3-D Modeling & Photo Simulation/Renderings
- Construction Support
- Transportation Planning & Funding Assistance

www.dokkenengineering.com

401, 402, and 404; NEPA; the National Historic Preservations Act (NHPA), Sections 106 and 110; the Federal Endangered Species Act (ESA), Sections 7 and 10; CEQA; the California Endangered Species Act (CESA); and 1600-16116 California Fish and Game Codes.

Extensive On-Call Experience

One of Dokken's greatest strengths is our exceptional experience addressing the needs of public agency projects and programs. Over the past five years, Dokken has provided on-call services for many agencies and through our on-call work, Dokken has garnered a reputation for the timely delivery of public agency projects. Dokken's technical professionals and support staff work collaboratively to provide seamless and cost-effective project delivery by implementing streamlined project coordination and consistent communication. The table below lists just a few of the agencies and contract components Dokken has worked for and provided.

Experience working with the City

Dokken has been providing on-call services to the City for over a decade. We initially worked with the City to establish the Routine Maintenance Agreement beginning in 2014 with a CEQA document, and in 2015 we obtained the City's current 12-year programmatic permit (expiring December 2027). We have been assisting the City with implementing the RMA ever since and have been the consistent thread working with five successive City contacts and four successive CDFW contacts. In the intervening 11 years, we have provided continuity, project history, and ensured there are no communication gaps or lapses in permitting requirements that could jeopardize the City's maintenance goals.

Over the past 11 years, we have established trusted professional relationships directly with the City's current Maintenance Contractor (MCE) and CDFW contacts (Harvey & Dylan), streamlining decision making and allowing for faster resolution of issues that have arisen during implementation of the RMA. We have leveraged this trust with CDFW to reduce the VRF reporting requirement for many maintenance project types, and CDFW now only requires them for in-water maintenance projects, saving the City several thousand dollars a year in permitting costs.

From a drainage, stormwater, and other support services, we assisted with the Outfall 4 repairs, coordination for stormwater inspections, and survey tasks for the Monier and Recycle Road basins as well as the Citrus and West Coloma pump stations.

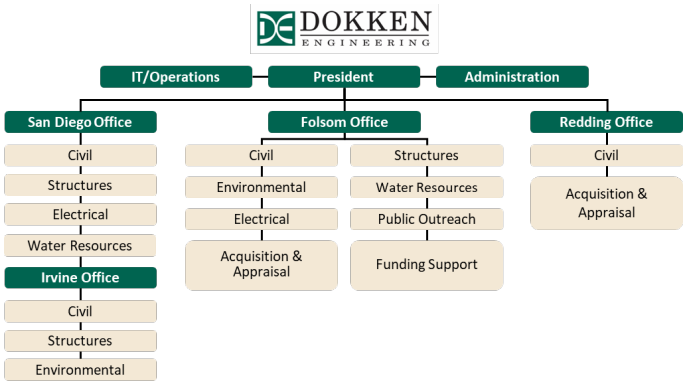
Agency Name	MAJOR CONTRACT COMPONENTS					
	Project Management	Civil Design	Water Resources	Environmental Resources	Survey/Mapping	Other Engineering Services
City of Chico	✓	✓	✓	✓	✓	✓
City of Citrus Heights	✓	✓	✓	✓		✓
City of Elk Grove	✓	✓	✓	✓	✓	✓
City of Folsom	✓	✓	✓	✓		✓
City of Placerville	✓	✓	✓	✓	✓	✓
City of Rancho Cordova	✓	✓	✓	✓	✓	✓
City of Sacramento	✓	✓	✓		✓	✓
Calaveras County	✓	✓	✓	✓	✓	✓
El Dorado County	✓	✓	✓	✓		✓
Sacramento County	✓	✓	✓	✓		✓
Stanislaus County	✓	✓	✓	✓		✓
Tulare County	✓	✓	✓	✓		✓
Yuba County	✓	✓	✓	✓		✓
Caltrans District 1, 2, 3, 6, 9, 10 & 11	✓	✓	✓	✓		✓

SIMILAR PROJECT EXPERIENCE

REFERENCE CONTACT	CONTRACT INFORMATION	REFERENCE PROJECT
CITY OF RANCHO CORDOVA Margarita Dronov, PE, CFM (916) 851-8897 mdronov@cityofranchocordova.org **CONSULTANT CONTRACT MANAGER:** Pamela Dalcin-Walling, PE, QSD/P (916) 858-0642 pdwalling@dokkenengineering.com	**Contract Amount:** Varies **Funding Source:** Local **Date of Contract:** 2015 **Date of Completion:** Ongoing	**Professional Stormwater On-Call Services | Rancho Cordova, CA** Since 2015, Dokken has provided on-call engineering and environmental support for the City's RMA, expanding to stormwater engineering services in 2021. Notably, for the Outfall Four Repair & Restoration along the American River, Dokken designed a rock slope protection solution to stabilize a failed outfall serving 60% of the City's drainage area. Our team streamlined permitting through coordination with regulatory agencies avoiding lengthy approvals while protecting sensitive habitat and maintaining the construction schedule. **Similar Key Staff:** Pamela Dalcin-Walling, Scott Salembier, Ashley Orsaba-Finders, Hanna Nottnagel
CALTRANS DISTRICT 2 Heather Anderson (530) 812-7214 heather.anderson@dot.ca.gov **CONSULTANT CONTRACT MANAGER:** Pamela Dalcin-Walling, PE, QSD/P (916) 858-0642 pdwalling@dokkenengineering.com	**Contract Amount:** Varies **Funding Source:** State **Date of Contract:** 2020 **Date of Completion:** Ongoing	**Professional Roadway Services On-Call | Northern CA** Dokken has provided on-call roadway design services to Caltrans District 2 under this contract since July 2020. Twenty-five task orders have been issued to Dokken, of which 16 are complete. The scopes for each task order include project management services, preliminary engineering, Draft Project Reports, and final design plans and estimates for Caltrans review and approval. **Similar Key Staff:** Pamela Dalcin-Walling, Matthew Atkinson, Scott Salembier, Ashley Orsaba-Finders, Jose Barajas
CITY OF FOLSOM Derik Perez (916) 461-6653 dperez@folsom.ca.us **CONSULTANT PROJECT MANAGER:** Scott Salembier (916) 858-0642 ssalembier@dokkenengineering.com	**Contract Amount:** $580K **Funding Source:** Local **Date of Contract:** 2021 **Date of Completion:** Ongoing	**South of 50 Open Space Monitoring | Folsom, CA** Since 2021, Dokken has led biological and cultural monitoring and annual agency reporting for the City of Folsom's South of Highway 50 Preserve, developed to meet State and Federal permitting requirements. Guided by the OMP, our team conducts key surveys including wetland hydrology, floristics, invasive species mapping, and thatch monitoring, while coordinating with City staff to manage habitat health and refine grazing strategies. Through consistent leadership and agency coordination, Dokken ensures seamless implementation of the Preserve's management objectives. **Similar Key Staff:** Scott Salembier, Hanna Nottnagel
CITY OF MERCED Joe Cardoso, PLS (209) 388-7508 cardosoj@cityofmerced.gov **CONSULTANT PROJECT MANAGER:** Juann Ramos, PE (916) 858-0642 jramos@dokkenengineering.com	**Contract Amount:** Varies **Funding Source:** Local **Date of Contract:** 2022 **Date of Completion:** Ongoing	**Professional Services On-Call | Merced, CA** As part of the City of Merced's on-call contract, Dokken supported a variety of task order assignments, providing project development and implementation services. Notably, the preparation of a Project Implementation Document (PID) for the Mission Avenue Widening and Clean California Enhancement Project, advancing key improvements aimed at enhancing roadway capacity, safety, and corridor aesthetics. **Similar Key Staff:** Scott Salembier, Sarah Holm

Consultant Organization Chart

Dokken has assembled a highly qualified team to provide the engineering services needed to deliver any task order resulting from this contract. For this contract, we have enlisted the support of trusted teaming partners with whom we have well established professional relationships and are known for their quality and expertise throughout the region. Below you will find our firm's organizational structure and to the right you will find our contract organization chart along with our staffing variation within the past five years.



Staffing Variation Within Past 5 Years

2021	2022	2023	2024	2025	2026
131	135	144	129	164	173

John A. Klemunes Jr., PE
PRINCIPAL IN CHARGE & QA/QC MANAGER



Pamela Dalcin-Walling, PE, QSD/P
CONTRACT MANAGER

TASK ORDER MANAGERS

DRAINAGE SERVICES
Ashley Orsaba-Finders, PE, QSD/P
Logan Howard, PE, QSD/P, QISP (BenEN)

ENVIRONMENTAL SERVICES
Scott Salembier
Sarah Holm
Hanna Nottnagel

ENGINEERING SUPPORT
Jose Barajas, PE
Matt Atkinson, PE, QSD/P, PMP

SUPPORTING STAFF

DRAINAGE SERVICES
LaSandra Edwards, PE
Nick Nelson, EIT
Joe Madden, EIT

FEMA/FLOODPLAIN
BenEN
Carlton Allen, III, PE
Donald Jones, PE

ENVIRONMENTAL SERVICES
Environmental Lead
Scott Salembier
Biological Resources
Hanna Nottnagel
Jenna Quan
Jeff Harris
Katie Jacobson
Avery Vu
Nile Kirwin
Permitting Specialists
Sarah Holm
Amy Bakker
Zach Liptak
Ken Chen
Cultural Resources
Amy Dunay, RPA
Michelle Campbell, RPA
Kelsey Knox
GIS/GPS Mapping Support
Caroline Clarkson
Aliana Hale

SURVEYING SERVICES
UNICO Engineering, Inc.
Rob Markes
Ryan Ming, PLS
Tim Pringle

ENGINEERING SUPPORT
Jennifer Plancarte, PE
Peter Vang, EIT
Adrian Aceves, EIT
Daniil Lebich, EIT

GRANT FUNDING
Drago Vantage, LLC.
Sabrina Drago, PE
Adam Stephenson

RIGHT OF WAY SUPPORT
Jamie Formico, SR/WA,
R/W RAC-NAC
Vanessa Cothran, SR/WA
Jason Andrews, SR/WA

Qualifications of Proposed Staff

Due to page limit restrictions, a brief qualifications table for our key individuals can be found in the table below. Full resumes for Dokken's Key Staff and Subconsultants can be found in the Appendix.

Name, Project Role, and Years of Experience	Education & Licenses/Certifications	Similar Project Experience
Pamela Dalcin-Walling, PE, QSD/P *Contract Manager* 35 years (15 w/ Dokken)	• BSCE • CA PE #C52187 • CA QSD/P #21440	• Stormwater Support Services | Rancho Cordova, CA | Contract Manager • Professional Services On-Call | Calaveras, CA | Contract Manager • Professional Services On-Call | Sacramento, CA | Contract Manager
Ashley Orsaba-Finders, PE, QSD/P *Task Order Manager* 19 years (9 w/ Dokken)	• MBA • BSCE • CA PE #C77894 • CA QSD/P #21380	• Stormwater Support Services | Rancho Cordova, CA | Task Order Manager • American River Outfall Four | Rancho Cordova, CA | Task Order Manager • Professional Services On-Call | Rocklin, CA | Contract Manager
Logan Howard, PE, QSD/P, QSIP (BENEN) *Task Order Manager* 10 years (1 w/ BENEN)	• MSCE • BSCE • CA PE #C92533 • CA QSD/P • CA QISP	• White Rock Road Class I Trail | El Dorado & Sacramento Counties; Folsom, CA | Design Engineer • Dry Creek Parkway Trail | Sacramento County | Project Manager • Laguna Creek Inter-Regional Trail Crossing | Elk Grove, CA | Project Manager
Scott Salembier *Task Order Manager* 16 years (12 w/ Dokken)	• BS Environmental Science • ISA Certified Arborist #WE-12418A • ISA TRAQ Certified • CA Wetland Delineation	• Stormwater Support Services | Rancho Cordova, CA | Task Order Manager • Environmental Services On-Call | Elk Grove, CA | Task Order Manager • South of 50 Open Monitoring Services | Folsom, CA | Project Manager
Sarah Holm *Task Order Manager* 19 years (18 w/ Dokken)	• BS Environmental Science • BA Biology • CA Rapid Assessment Method • CA Wetland Delineation	• RMA | Rancho Cordova, CA | Task Order Manager • Environmental Services On-Call | Elk Grove, CA | Contract Manager • South of 50 Open Monitoring Services | Folsom, CA | Contract Manager
Hanna Nottnagel *Task Order Manager* 8 years (All w/ Dokken)	• BS Animal Science • Foothill Yellow-Legged Frog Level II • CA Red-Legged Frog Level II • CA Bat Working Group Member • CA Wetland Delineation	• Environmental Services On-Call | Rancho Cordova, CA | Biologist • Environmental Services On-Call | Elk Grove, CA | Biologist • Environmental Services On-Call | Merced, CA | Biologist
Jose Barajas, PE *Task Order Manager* 9 years (All w/ Dokken)	• BSCE • CA PE #C97513	• Caltrans District 2 Roadway On-Call | Northern CA | Design Engineer • Professional Engineering Services On-Call | Paradise, CA | Design Engineer • DWR Bridge & Roadway On-Call | Northern & Central CA | Design Engineer
Matthew Atkinson, PE, QSD/P, PMP *Task Order Manager* 15 years (14 w/ Dokken)	• BSCE • CA PE #C82099 • CA QSD/P #27777 • CA PMP #2774911	• Stanfield Cutoff Roundabout | San Bernardino County | Project Manager • DWR Bridge and Roadway On-Call | Northern CA | Task Order Manager • Capital Southeast Connector | El Dorado & Sacramento County; Folsom, CA | Design Engineer

Project Understanding & Approach

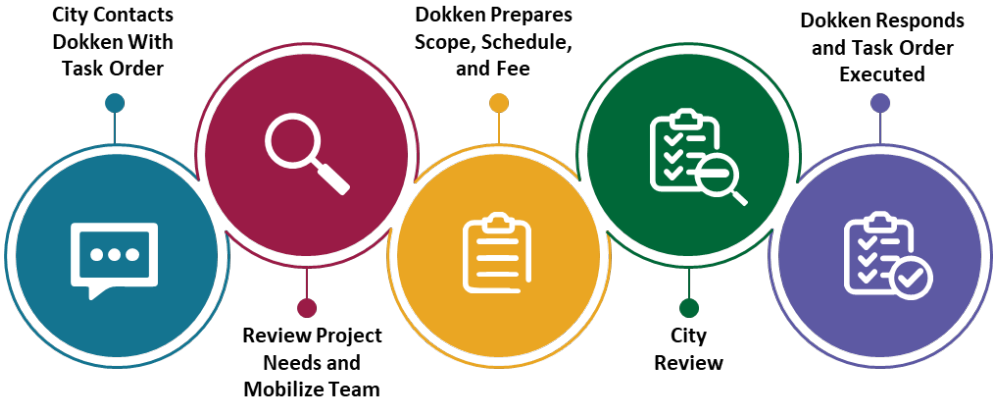
One of Dokken's greatest strengths is our exceptional understanding and experience addressing the specific needs of public agency projects in an on-call environment. We know that attaining success with this type of contract requires an understanding of several conditions that are specific to an on-call program, such as:

- Accelerated project schedules and short lead times for assignments.
- In some cases, assignments will be used to complete project tasks already started by your staff or other consultants. The need to quickly grasp the work-to-date and coordinate completion activities is key.
- Project assignments can be relatively small, therefore efficient use of our staffing resources is critical.
- Availability of our staff to work on an assignment as it develops is often essential to moving that project forward.
- An effective project management approach is vital to meeting the City's project schedules and budgets.

Dokken's no-bureaucracy culture and responsive Contract Manager make Dokken a very nimble team. This dexterity, combined with our knowledgeable and experienced staff, allows us to respond to a wide range of needs in a quick and thorough fashion. Our team is committed to responding quickly to task orders and ensuring each project is completed on time and within budget.

For each Task Order, Pamela Dalcin-Walling, PE, QSD/P will quickly review relevant background materials, confer with key staff to identify the task lead and team members necessary to deliver the work requested. Pamela will then designate a Task Order Manager (TOM) who will prepare a scope, schedule, and fee for review and approval by the City.

The flow chart to the right illustrates the process and timeline for executing a task order. Dokken commits to providing responses to all requested task orders within the accelerated timeline established by the City. Following is our approach for each of the service categories Dokken is submitting qualifications for.



DRAINAGE SERVICES

Dokken will provide specialized hydrology and hydraulics expertise in support of stormwater, drainage and floodplain-related tasks. We understand that accurate hydrologic and hydraulic analysis is critical to ensuring regulatory compliance, protecting public infrastructure, and supporting informed decision-making for both development review and capital projects. For each drainage task order, the TOM will implement the following methodology:

- ***Identify the Task Objective:*** Before getting started, the TOM will determine the desired goal and outcome of the task as well as the required level of detail/effort needed to achieve the goal.
- ***Determine the Basis of Design:*** The TOM will determine what agency(s) have jurisdiction over the task (local, State, Federal), what design criteria will govern the analysis/design, and who has approval authority of the product. Where appropriate, the TOM will consider the processes specific to State or Federal oversight (see page 10 for more details).
- ***Identify Constraints:*** Dokken will review the project to identify all associated constraints that could impact the execution of the task, including physical, economic, political, and timeline limitations.
- ***Gather Data:*** Dokken will reach out to all relevant stakeholders, including the City and other government/resource agencies, as well as conduct their own focused reconnaissance to obtain relevant information pertaining to the task.

- ***Perform the Analysis:*** Dokken will conduct the agreed upon analysis appropriate to the level of effort discussed at the beginning, reviewing the results with a critical eye to confirm feasibility and practicality.
- ***Conduct Quality Control Reviews:*** Prior to submitting the deliverable to the City, an independent senior engineer/environmental planner will conduct a quality control review for technical accuracy, reasonableness, risk, and presentation.
- ***Deliver the Product:*** The TOM will deliver the submittal to the City's designated manager on or before the agreed upon deadline, in the format requested, and will follow up to ensure it was received.
- ***Along the Way:*** Throughout the course of the task, the TOM and/or the Contract Manager will check in with the City regularly to provide status, schedule, and budget updates.

This time-tested methodology allows Dokken to provide effective, reliable deliverables in support of the City's Public Works Stormwater Program.

ENVIRONMENTAL SERVICES

Throughout the life of the on-call, our environmental staff will bring a proactive and solutions-based approach to our communication with City staff. Our goal is to anticipate potential conflicts and proactively work with the City, agencies, and design team to develop a solution that minimizes project delays. Our team includes 17 full-time environmental staff members all based in our Folsom office ready to support this on-call contract including seven biologists all with experience working in Rancho Cordova. Our team is ready to handle all of the tasks listed under Section C. Environmental Services described in the RFP document. In addition, we have identified a few additional tasks that our team is ready to help with which are likely to be required during the 3-5 year lifecycle of this contract including:


Dokken archeologist completing an archeological survey.

- ***Regulatory Permitting:*** Some routine maintenance projects may require regulatory permits from the Central Valley Flood Protection Board, Water Quality Control Board, Army Corps of Engineers, or California Fish and Wildlife. In addition, the City's Routine Maintenance Agreement will need to be extended in 2027.
- ***Archaeological Surveys:*** Projects involving subsurface excavation in culturally sensitive areas (such as the American River) require an archeological pedestrian survey prior to the work or archaeological monitoring during construction.
- ***Restoration and Mitigation Planning:*** While implementing maintenance and repair projects, the City has periodically needed to mitigate for the removal of trees or the addition of permanent revetments within CDFW jurisdictional areas. Occasional mitigation planning (including tree planting and mitigation bank credit purchases) are likely to continue to be necessary.

SURVEYING SERVICES

Upon receipt of a task order that requires survey services, Dokken will coordinate immediately with the City to confirm scope, schedule, site constraints, and deliverables. The team will evaluate project needs and assign the appropriate survey approach, whether conventional field survey, mobile LiDAR, or aerial mapping, based on site conditions, required accuracy, and turnaround time. The TOM will deploy field crews quickly, establish or verify control, and collect accurate data aligned with project objectives. Throughout each assignment, Dokken will maintain direct communication with the City, provide progress updates, and deliver complete, quality-controlled survey data that supports design, permitting, and construction.

ON-CALL ENGINEERING SUPPORT SERVICES

The On-Call Engineering Support Services includes grant support and drainage/erosion/storm damage repair tasks.

For grant support, Dokken will work with the City to identify potential funding options for projects and maintain a schedule of when Notice of Funding Opportunities (NOFOs) or Guidelines are anticipated to be released. Some examples include EPA's Sewer Overflow and Stormwater Reuse Grants, FEMA's Building Resilient Infrastructure and Communities Program, and the State Proposition 1 Storm Water Grant Program. We will advise the City as to a project's competitive

standing, depending on the project's impact, location, scope, cost, schedule, and knowledge of past awards under a specific grant program. When requested to develop a grant application, the team will implement its well-tested application development process. We will drive the schedule, facilitate meetings/reviews, collect relevant project data, develop the application materials, and deliver the final application package (including forms and letters of support). While developing an application, we will craft a persuasive narrative that aligns the project's need and benefits with the grant program's objectives/selection criteria, backing that narrative with data and visuals to improve competitiveness.

For drainage, erosion, and/or storm damage repair tasks, our methodology is similar to that discussed in the Drainage Services category above, with an emphasis on establishing the appropriate criteria, identifying constraints, performing the analysis with a critical eye, conducting quality control, and submitting on-time deliverables, all accomplished on a foundation of continuous communication.

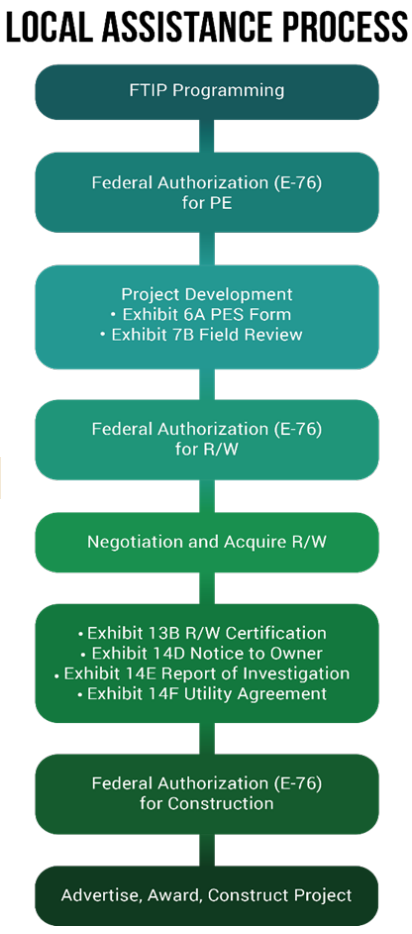
Additional services that can benefit the City's stormwater projects include right-of-way appraisals and acquisitions. Paired with our right-of-way engineering services, Dokken's right-of-way group can provide property valuation and assist with the easements and/or land purchases that may be needed to accommodate stormwater improvements.

FAMILIARITY WITH LOCAL, STATE, AND FEDERAL PROCEDURES

Dokken has extensive experience navigating local, State, and Federal requirements, including Caltrans and FHWA guidelines for federally funded projects. Our team understands regulatory processes, environmental compliance, and funding constraints, allowing us to proactively manage requirements, avoid delays, and ensure efficient project delivery.

For federally funded projects, we follow the Caltrans Local Assistance process, including NEPA compliance and required approvals at key milestones. Our team is highly familiar with required documentation, submittals, and timing considerations, including coordination with FHWA funding cycles.

Dokken regularly prepares Request for Authorization (RFA) packages, project development forms, and delivery documentation, ensuring full compliance and streamlined project progression.



TIMELINE AND RESPONSIVENESS

Dokken will provide responsive, on-call support to meet the City's monthly and as-needed service needs. Routine services, including stormwater inspections, drainage reviews, and environmental compliance, will be performed on a regular monthly basis and coordinated with project schedules and regulatory timelines. For as-needed tasks, our team will mobilize quickly and adjust resources to meet the City's priorities. Through proactive communication and efficient workflows, Dokken ensures timely, reliable delivery of all services.

Required Statements

Dokken Engineering acknowledges and agrees to the following terms:

- Non-substitution for designated members of the proposed staff members and subcontractors (if any) without prior approval by the City (Assurance of Designated Project Team section of this RFP);
- Non-conflict of interest (General Terms & Conditions Section of this RFP);
- Non-collusion (General Terms & Conditions Section of this RFP);
- Ability to fulfill the indemnification and insurance requirements contained in the Sample Contract (General Terms & Conditions Section of this RFP);
- Non-Discrimination - as described in the attached Sample Contract.

EXHIBIT B
COMPENSATION SCHEDULE

DOKKEN ENGINEERING

BILLING RATE SCHEDULE

CITY OF RANCHO CORDOVA
STORMWATER SUPPORT SERVICES

Effective July 1, 2026 through June 30, 2031

Professional and supporting staff services will be billed at the following hourly billing rates:

	CLASSIFICATION	July 2026 - June 2027	July 2027 - June 2028	July 2028 - June 2029	July 2029 - June 2030	July 2030 - June 2031
PROJECT MANAGEMENT	Principal in Charge	$365.00	$376.00	$387.00	$399.00	$411.00
	QA/QC Manager	$345.00	$355.00	$366.00	$377.00	$388.00
	Contract Manager	$305.00	$314.00	$323.00	$333.00	$343.00
DESIGN	Senior Engineer 3	$305.00	$314.00	$323.00	$333.00	$343.00
	Senior Engineer 2	$265.00	$273.00	$281.00	$289.00	$298.00
	Senior Engineer 1	$235.00	$242.00	$249.00	$256.00	$264.00
	Associate Engineer 3	$205.00	$211.00	$217.00	$224.00	$231.00
	Associate Engineer 2	$195.00	$201.00	$207.00	$213.00	$219.00
	Associate Engineer 1	$175.00	$180.00	$185.00	$191.00	$197.00
	Assistant Engineer 3	$175.00	$180.00	$185.00	$191.00	$197.00
	Assistant Engineer 2	$155.00	$160.00	$165.00	$170.00	$175.00
	Assistant Engineer 1	$135.00	$139.00	$143.00	$147.00	$151.00
	Senior CAD	$255.00	$263.00	$271.00	$279.00	$287.00
	CAD/Detailer 2	$165.00	$170.00	$175.00	$180.00	$185.00
	CAD/Detailer 1	$145.00	$149.00	$153.00	$158.00	$163.00
	Engineering Technician	$95.00	$98.00	$101.00	$104.00	$107.00
ENVIRONMENTAL PLANNING	Environmental Manager	$315.00	$324.00	$334.00	$344.00	$354.00
	Senior Environmental Planner 2	$225.00	$232.00	$239.00	$246.00	$253.00
	Senior Environmental Planner 1	$185.00	$191.00	$197.00	$203.00	$209.00
	Associate Environmental Planner	$145.00	$149.00	$153.00	$158.00	$163.00
	Environmental Planner	$115.00	$118.00	$122.00	$126.00	$130.00
	Environmental Technician	$95.00	$98.00	$101.00	$104.00	$107.00
RIGHT OF WAY	Right of Way Manager	$255.00	$263.00	$271.00	$279.00	$287.00
	Senior Right of Way Agent	$195.00	$201.00	$207.00	$213.00	$219.00
	Right of Way Agent	$125.00	$129.00	$133.00	$137.00	$141.00
	Right of Way Assistant	$95.00	$98.00	$101.00	$104.00	$107.00
	Right of Way Technician	$85.00	$88.00	$91.00	$94.00	$97.00
	Senior Appraiser	$175.00	$180.00	$185.00	$191.00	$197.00
	Appraiser	$135.00	$139.00	$143.00	$147.00	$151.00
	Appraiser Assistant	$95.00	$98.00	$101.00	$104.00	$107.00
	Appraiser Technician	$85.00	$88.00	$91.00	$94.00	$97.00
PUBLIC OUTREACH	Community Engagement Director	$185.00	$191.00	$197.00	$203.00	$209.00
	Technical Editor	$145.00	$149.00	$153.00	$158.00	$163.00
	Graphic Designer	$115.00	$118.00	$122.00	$126.00	$130.00

ESCALATION: Billing Rates will be escalated by 3% in July of each year as shown above, rounded to the nearest dollar.

REIMBURSABLES: Ordinary supplies and equipment are included in the above hourly rates. The following are considered project-specific items and will be billed at their actual cost.

- Title Reports / Appraisal Reviews
- Permit Fees / Public Notice Advertisements
- Postage for Public Notice Advertisements
- Record Search Fees / Mapping Fees
- Outside Reproduction
- Traffic Control
- Utility Potholing
- Room and Equipment Rentals

BENEN

BENNETT ENGINEERING SERVICES

RATE SCHEDULE | 2026-2031

PROFESSIONAL STAFF RATE SCHEDULE

Billing Classifications	2026-2027 Billing Rate	2027-2028 Billing Rate	2028-2029 Billing Rate	2029-2030 Billing Rate	2030-2031 Billing Rate
Engineer 10	$329	$338	$349	$359	$370
Engineer 9	$313	$322	$332	$342	$352
Engineer 8	$291	$299	$308	$317	$327
Engineer 7	$271	$279	$287	$296	$305
Engineer 6	$252	$259	$267	$275	$283
Engineer 5	$238	$245	$252	$260	$267
Engineer 4	$221	$227	$234	$241	$248
Engineer 3	$209	$215	$221	$228	$235
Engineer 2	$197	$202	$209	$215	$221
Engineer 1	$185	$190	$196	$202	$208
Designer/Tech 7	$212	$218	$224	$231	$238
Designer/Tech 6	$197	$202	$209	$215	$221
Designer/Tech 5	$175	$180	$185	$191	$196
Designer/Tech 4	$155	$159	$164	$169	$174
Designer/Tech 3	$139	$143	$147	$151	$156
Designer/Tech 2	$125	$128	$132	$136	$140
Designer/Tech 1	$108	$111	$114	$118	$121
Project Coord 3	$180	$185	$190	$196	$202
Project Coord 2	$155	$159	$164	$169	$174
Project Coord 1	$129	$132	$136	$140	$145
Project Admin 5	$185	$190	$196	$202	$208
Project Admin 4	$162	$166	$171	$177	$182
Project Admin 3	$136	$140	$144	$148	$153
Project Admin 2	$108	$111	$114	$118	$121
Project Admin 1	$93	$95	$98	$101	$104

- 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.

UNICO Engineering, Inc.
80 Blue Ravine Road, Suite 250
Folsom, CA 95630
P: 916.900.6623

RATE SCHEDULE

UNICO Engineering, Inc.
Rates Effective Starting July 1, 2026

OVERHEAD %: 154.64% **PROFIT %:** 10% **ESCALATION %:** 3%

CLASSIFICATION	DIRECT LABOR HOURLY RATE RANGE		FULLY LOADED HOURLY RATE RANGE 2026		FULLY LOADED HOURLY RATE RANGE 2027		FULLY LOADED HOURLY RATE RANGE 2028		FULLY LOADED HOURLY RATE RANGE 2029		FULLY LOADED HOURLY RATE RANGE 2030	
Clerical	$ 20.00	$ 50.00	$ 57.70	$ 144.25	$ 59.43	$ 148.58	$ 61.16	$ 152.91	$ 62.95	$ 157.37	$ 64.78	$ 161.95
Principal Land Surveyor	$ 90.00	$ 120.00	$ 259.66	$ 346.21	$ 267.45	$ 356.59	$ 275.24	$ 366.98	$ 283.26	$ 377.68	$ 291.52	$ 388.69
Survey Manager	$ 90.00	$ 120.00	$ 259.66	$ 346.21	$ 267.45	$ 356.59	$ 275.24	$ 366.98	$ 283.26	$ 377.68	$ 291.52	$ 388.69
Senior Land Surveyor	$ 65.00	$ 85.00	$ 187.53	$ 245.23	$ 193.16	$ 252.59	$ 198.78	$ 259.94	$ 204.58	$ 267.52	$ 210.54	$ 275.32
Staff Land Surveyor	$ 40.00	$ 70.00	$ 115.40	$ 201.95	$ 118.86	$ 208.01	$ 122.33	$ 214.07	$ 125.89	$ 220.31	$ 129.56	$ 226.73
Party Chief (Prevailing Wage)	$ 77.00	$ 107.00	$ 222.15	$ 308.70	$ 228.81	$ 317.96	$ 235.48	$ 327.22	$ 242.34	$ 336.76	$ 249.41	$ 346.58
Party Chief (Non-Prevailing Wage)	$ 40.00	$ 60.00	$ 115.40	$ 173.10	$ 118.86	$ 178.30	$ 122.33	$ 183.49	$ 125.89	$ 188.84	$ 129.56	$ 194.34
Chainman/Rodman (Prevailing Wage)	$ 70.00	$ 100.00	$ 201.95	$ 288.51	$ 208.01	$ 297.16	$ 214.07	$ 305.82	$ 220.31	$ 314.73	$ 226.73	$ 323.91
Chainman/Rodman (Non-Prevailing Wage)	$ 30.00	$ 50.00	$ 86.55	$ 144.25	$ 89.15	$ 148.58	$ 91.75	$ 152.91	$ 94.42	$ 157.37	$ 97.17	$ 161.95
Draftsman/Survey Technician	$ 30.00	$ 50.00	$ 86.55	$ 144.25	$ 89.15	$ 148.58	$ 91.75	$ 152.91	$ 94.42	$ 157.37	$ 97.17	$ 161.95
Drone Pilot/Technician	$ 55.00	$ 75.00	$ 158.68	$ 216.38	$ 163.44	$ 222.87	$ 168.20	$ 229.36	$ 173.10	$ 236.05	$ 178.15	$ 242.93

- Reimbursement for per diem and mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates.
- Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproductions, services, and consultants will be charged at cost plus 10%.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.
- Yearly prevailing wage anticipates a 5% escalation, however increases in DIR rate determinations will be charged accordingly.
- Overtime rate will be billed at 1.5 times the hourly rate for non-exempt employees

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Drago Vantage ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Rancho Cordova Stormwater Contract No. _____ Participation Amount $ _____ Date 3/27/2026

For Combined Rate							
	Fringe Benefit % + General &Administrative %				=	Combined ICR %	
			OR				
For Home Office Rate							
	Fringe Benefit	0.00%	+ General &Administrative	0.00%	=	Home Office ICR	164.17%
For Field Office Rate							
	Fringe Benefit	0.00%	+ General &Administrative	0.00%	=	Field Office ICR	0.00%
				Fee	=		10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification1	Hourly Billing Rates[2] Straight[3]	To(1.5x)	To(2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate[4]	% or $ increase	Hourly range – for Classification only
Sabrina Drago	$ 367.70	NA	NA	7/1/2026	6/30/2027	$ 126.54	0%	Not Applicable
Principal in Charge	$ 386.08	NA	NA	7/1/2027	6/30/2028	$ 132.87	5%	
	$ 405.38	NA	NA	7/1/2028	6/30/2029	$ 139.51	5%	
	$ 425.66	NA	NA	7/1/2029	6/30/2030	$ 146.49	5%	
	$ 446.94	NA	NA	7/1/2030	6/30/2031	$ 153.81	5%	
Adam Stephenson	$ 271.98	NA	NA	7/1/2026	6/30/2027	$ 93.60	0%	Not Applicable
Project Manager	$ 285.58	NA	NA	7/1/2027	6/30/2028	$ 98.28	5%	
	$ 299.86	NA	NA	7/1/2028	6/30/2029	$ 103.19	5%	
	$ 314.86	NA	NA	7/1/2029	6/30/2030	$ 108.35	5%	
	$ 330.60	NA	NA	7/1/2030	6/30/2031	$ 113.77	5%	
Marie Fiore	$ 213.58	NA	NA	7/1/2026	6/30/2027	$ 73.50	0%	70.00 - 80.00
Classification: Marketing Lead	$ 224.26	NA	NA	7/1/2027	6/30/2028	$ 77.18	5%	73.50 - 84.00
	$ 235.46	NA	NA	7/1/2028	6/30/2029	$ 81.03	5%	77.18 - 88.20
	$ 247.24	NA	NA	7/1/2029	6/30/2030	$ 85.09	5%	81.03 - 92.61
	$ 259.60	NA	NA	7/1/2030	6/30/2031	$ 89.34	5%	85.09 - 97.24
Melissa Ross	$ 107.56	NA	NA	7/1/2026	6/30/2027	$ 37.02	0%	35.00 - 45.00
Classification: Administrative Lead	$ 112.94	NA	NA	7/1/2027	6/30/2028	$ 38.87	5%	36.75 - 47.25
	$ 118.60	NA	NA	7/1/2028	6/30/2029	$ 40.81	5%	38.59 - 49.61
	$ 124.52	NA	NA	7/1/2029	6/30/2030	$ 42.86	5%	40.52 - 52.09
	$ 130.74	NA	NA	7/1/2030	6/30/2031	$ 45.00	5%	42.54 - 54.70
Staff	$ 198.32	NA	NA	7/1/2026	6/30/2027	$ 68.25	0%	65.00 - 75.00
Classification: Senior Transportation	$ 208.24	NA	NA	7/1/2027	6/30/2028	$ 71.66	5%	68.25 - 78.75
	$ 218.64	NA	NA	7/1/2028	6/30/2029	$ 75.25	5%	71.66 - 82.69
	$ 229.58	NA	NA	7/1/2029	6/30/2030	$ 79.01	5%	75.25 - 86.82
	$ 241.06	NA	NA	7/1/2030	6/30/2031	$ 82.96	5%	79.01 - 91.16
Staff	$ 184.40	NA	NA	7/1/2026	6/30/2027	$ 63.46	0%	55.00 - 65.00
Classification: Associate Transportat	$ 193.62	NA	NA	7/1/2027	6/30/2028	$ 66.63	5%	57.75 - 68.25
	$ 203.30	NA	NA	7/1/2028	6/30/2029	$ 69.96	5%	60.64 - 71.66
	$ 213.46	NA	NA	7/1/2029	6/30/2030	$ 73.46	5%	63.67 - 75.25
	$ 224.14	NA	NA	7/1/2030	6/30/2031	$ 77.14	5%	66.85 - 79.01
Staff	$ 174.34	NA	NA	7/1/2026	6/30/2027	$ 60.00	0%	55.00 - 65.00
Classification: Graphic Designer	$ 183.06	NA	NA	7/1/2027	6/30/2028	$ 63.00	5%	57.75 - 68.25
	$ 192.22	NA	NA	7/1/2028	6/30/2029	$ 66.15	5%	60.64 - 71.66
	$ 201.82	NA	NA	7/1/2029	6/30/2030	$ 69.46	5%	63.67 - 75.25
	$ 211.92	NA	NA	7/1/2030	6/30/2031	$ 72.93	5%	66.85 - 79.01
Staff	$ 110.42	NA	NA	7/1/2026	6/30/2027	$ 38.00	0%	35.00 - 45.00
Classification: Transportation Planne	$ 115.94	NA	NA	7/1/2027	6/30/2028	$ 39.90	5%	36.75 - 47.25
	$ 121.74	NA	NA	7/1/2028	6/30/2029	$ 41.90	5%	38.59 - 49.61
	$ 127.82	NA	NA	7/1/2029	6/30/2030	$ 43.99	5%	40.52 - 52.09
	$ 134.20	NA	NA	7/1/2030	6/30/2031	$ 46.19	5%	42.54 - 54.70
Staff	$ 116.22	NA	NA	7/1/2026	6/30/2027	$ 40.00	0%	25.00 - 40.00
Classification: Engagement Coordina	$ 122.04	NA	NA	7/1/2027	6/30/2028	$ 42.00	5%	26.25 - 42.00
	$ 128.14	NA	NA	7/1/2028	6/30/2029	$ 44.10	5%	27.56 - 44.10
	$ 134.54	NA	NA	7/1/2029	6/30/2030	$ 46.31	5%	28.94 - 46.31
	$ 141.28	NA	NA	7/1/2030	6/30/2031	$ 48.62	5%	30.39 - 48.62
Staff	$ 72.64	NA	NA	7/1/2026	6/30/2027	$ 25.00	0%	25.00 - 40.00
Classification: Administration	$ 76.26	NA	NA	7/1/2027	6/30/2028	$ 26.25	5%	26.25 - 42.00
	$ 80.08	NA	NA	7/1/2028	6/30/2029	$ 27.56	5%	27.56 - 44.10
	$ 84.08	NA	NA	7/1/2029	6/30/2030	$ 28.94	5%	28.94 - 46.31
	$ 88.30	NA	NA	7/1/2030	6/30/2031	$ 30.39	5%	30.39 - 48.62

COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Drago Vantage ☐ Prime Consultant ☒ Subconsultant

Project No. Rancho Cordova Stormwater Contract No. _____ Date 3/27/2026

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Travel costs aligned with Federal reimbursement rates and policies	1	Varies	Varies	Cost
Materials and logistics: printing, meeting supplies, meeting venue fee, audio/visual support, mailing/shipping fees, translation	1	Varies	Varies	Cost plus 2%

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Sabrina Drago, PE Title *: President

Signature : Sabrina Drago (Mar 30, 2026 11:57:27 PDT) Date of Certification (mm/dd/yyyy): 3/27/2026

Email: sabrina.drago@dragovantage.com Phone Number: 916-270-6963

Address: 3843 Taylor Rd, Suite B, Loomis, CA 95650

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Grants support.

CONTRACT NO. 2026-98

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND UNICO ENGINEERING, INC. FOR
ON-CALL STORMWATER SUPPORT AND ENGINEERING SERVICES**

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 UNICO Engineering, Inc., ("Professional") as of June 15, 2026.

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 June 30, 2029, 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 **Six Hundred Seventy-Five Thousand ($675,000.00)**, 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 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.

_____
Initial

4.4 All Polices 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 Margarita Dronov ("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: Margarita Dronov
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Any written notice to Professional shall be sent to:

ATTN: Cesar Montes de Oca
80 Blue Ravine Rd #250
Folsom, CA 95630
Email Address (for insurance updates): cesar@unicoengineering.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.

CONTRACT NO. 2026-98

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

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date:_____

PROFESSIONAL

_____
Cesar Montes de Oca, President

Date:_____

CONTRACT NO. 2026-98

EXHIBIT A
SCOPE OF SERVICES

The Consultant shall perform professional services for Stormwater Support Services in one or more of the subcategories listed in the On Call Tasks from the Request for Qualifications. The consultant shall specify in the cover letter which subcategory (or subcategories) of tasks the firm proposes to provide. ***UNICO Engineering, Inc. has proposed to provide the underlined tasks below.*** *The executed on-call contract does not guarantee that a Task Order will be issued.*

The consultant will be expected to manage and control costs and resources, 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).

A. Stormwater Quality Services

- Inspect active private construction sites to ensure compliance with the City's Erosion and Sediment Control requirements and the State's Construction General Permit.
- Review plans and specifications for compliance with local and state stormwater pollution prevention standards.
- Take discharge samples and apply proper field-testing procedures.
- Conduct training for City staff on MS4 Permit and other stormwater quality requirements.
- Prepare Stormwater Pollution Prevention Plans meeting all the requirements of contract documents and State's Construction General Permit.
- Prepare annual reports for City projects and upload into the Stormwater Multiple Applications and Reporting Tracking System (SMARTS).
- Perform pH and turbidity sampling, and perform a "During rain or discharge event" inspection during discharge events, certify and report the results.
- Prepare reports for City MS4 program compliance with the National Pollutant Discharge Elimination System (NPDES) Permit
- Perform On-Land Visual Trash Assessments related to the State Trash Amendments
- Assist with a variety of stormwater support items.

B. Drainage Services

- Provide technical review of drainage studies and models prepared by other engineers.
- Determine base flood elevation using current FEMA FIRM Maps, the Flood Insurance Study (FIS), and best available modelling.
- Prepare Elevation Certificates utilizing field, record mapping and BFE information to prepare the Elevation Certificate based on FEMA guidelines.
- Assist with floodplain mapping activities pursuant to the standards of the National Flood Insurance Program (NFIP). Activities may include hydrologic analysis, hydraulic analysis using HEC-RAS or similar tools, floodplain mapping, and preparation of mandatory documents such as Technical Support Data Notebooks or Conditional/final Letters of Map Revision.
- Assist with a variety of drainage related services.

C. Environmental Services

- Nesting bird surveys on drainage open waterways and documents associated with the City's Routine Maintenance Agreement with the California Department of Fish and Wildlife.
- Preparations of environmental impact documentation including CEQA and NEPA documents and studies.
- If requested by the City, the Consultant will provide environmental construction inspection services as specified in the approved environmental document.
- Coordinate with the design engineer, architect, general contractor, construction manager, geotechnical consultant, testing consultant, and applicable utilities and agencies.

Usage of the following services is on an as-needed project basis so that if the demand is not there, the service(s) will not be requested:

D. Surveying Services

- Provide surveying services for drainage easements, stormwater facilities, and other stormwater needs: Topographic Survey, Construction Staking, Plats and Legal Descriptions, Aerial Photography/Mapping, Utility Survey, ALTA/ACSM Land Title Survey, Boundary Survey

E. On Call Engineering Support Services

- Identify grant opportunities for drainage, flood control, or projects of other nature as directed by City, from state and federal sources. Assist with positioning for future grants through preparation of preliminary material, meeting funding agencies, etc. Assist with preparation of competitive or non-competitive grant applications.
- Prepare federally required forms and applications .
- Provide plans, specifications, or technical studies for drainage projects listed in the City's Stormwater Capital Improvement Masterplan.
- Provide plans and specifications for small drainage projects for erosion control or emergency damage mitigation.

The firm's proposal is incorporated as part of Exhibit A on the following pages.

UNICO ENGINEERING
80 Blue Ravine Road, Suite 250
Folsom, CA 95630
www.unicoengineering.com • P: 916.900.6623 • F: 916.560.5609

April 8, 2026

5.1 Cover Letter

Margarita Dronov, PE, CFM | Associate Civil Engineer
City of Rancho Cordova Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Subject: **Statement of Qualifications to Provide Professional Services for Stormwater Support Services. Category A - Stormwater Quality Services, Category D - Surveying Services**

Dear Ms. Dronov,

The City of Rancho Cordova's (**City**) Stormwater Program plays a critical role in protecting public infrastructure, supporting responsible development, and maintaining compliance with complex Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) requirements. The City's success depends on reliable, defensible stormwater support that keeps projects moving, controls cost, schedule and resources, and withstands regulatory scrutiny, without adding burden to City staff.

UNICO Engineering, Inc. (**UNICO**) understands these demands because **we have worked alongside the City since 2013**, supporting its Stormwater Program through changing regulations, active development, and evolving compliance expectations. That history allows us to step in immediately as an extension of staff, with no onboarding lag and no learning curve. Our team already knows the City's processes, standards, and development community, which allows us to focus on outcomes from day one. **UNICO submits this statement of qualifications for Category A – Stormwater Quality Services and Category D – Land Surveying**

This UNICO team is distinguished by experienced, trusted advisors. **Connie Nelson**, Stormwater Specialist and Inspector, brings more than 20 years of Sacramento-area stormwater experience, including work for Rancho Cordova, Folsom, Elk Grove, and Loomis. As the City's Project Manager and primary point of contact, she will lead day-to-day project management throughout the contract, including subconsultant coordination, drawing on her hands-on inspection and compliance background. **Cheryl Creson** will serve as a Senior Advisor for Stormwater Compliance, available as needed and offering deep institutional knowledge of Rancho Cordova's Stormwater Program, internal processes, and regulatory challenges. **Cesar Montes de Oca** will serve as Principal in Charge and Contract Manager, providing hands-on executive oversight informed by extensive public agency experience. **Rob Markes**, Survey Manager, will lead surveying services and brings a long-standing working relationship with the City dating back to 2013.

The firm maintains a manageable workload and has the staff availability and capacity to complete the proposed tasks within the City's required schedule. We are in receipt of Q&A dated 03/30/2026. As the President of UNICO, I am the individual authorized to bind the firm into a contract with the City and can be reached at 530.903.9023 or via email at cesar@unicoengineering.com. UNICO values this partnership and looks forward to continuing to help the City meet its stormwater obligations while advancing safe, efficient project delivery.

Sincerely,
UNICO Engineering, Inc.

Cesar Montes de Oca, PE
President

5.3 Executive Summary

UNICO's Management Style

Rancho Cordova's Stormwater Program operates at the intersection of regulatory compliance, active development, and capital delivery. To support this mission, the City requires on-call partners who respond quickly, manage risk, and integrate seamlessly with Public Works staff. UNICO's management approach emphasizes reliable stormwater services that support schedules, control costs, and enable defensible decision-making.

UNICO organizes its work around four core elements that directly influence outcomes: **staffing alignment**, **responsiveness**, **cost control**, and **quality management**.

Staff Selection

Each task order presents a unique mix of technical requirements, schedule sensitivity, and regulatory exposure. UNICO assigns staff whose experience aligns with those conditions and coordinates early with City staff to confirm objectives, expectations, and the appropriate level of support. Staffing is drawn from a multidisciplinary team capable of supporting the stormwater support services and surveying tasks identified in this RFP.

Responsiveness

Stormwater work is driven by construction activity, weather events, and regulatory deadlines. UNICO's team structure allows staff to scale as demands change without disrupting coordination or delivery. City staff have direct access to key personnel, with timely response to calls and emails, including outside standard work hours when needed. Recurring contract management meetings support issue resolution before schedule or cost impacts occur.

Cost Management

UNICO develops task orders with clearly defined scopes and realistic level-of-effort estimates. Progress is tracked against budget and schedule, with monthly invoice check-ins providing transparency into percent complete and percent spent by task. Changes in scope or effort are communicated promptly to support informed City decision-making.

Quality

Quality is embedded throughout delivery. Task scopes define stormwater deliverables and quality control steps, with documentation aligned to the City's MS4 NPDES permit, Construction General Permit (CGP), and City requirements. Coordination with City staff, designers, contractors, and inspectors supports compliance during development review and construction. Lessons learned are tracked and shared to support continuous improvement and efficient future delivery.

Project Understanding

The City is seeking on-call Stormwater Support Services to supplement Public Works staff with inspection, reporting, regulatory compliance, and technical support for its Stormwater Program. UNICO is familiar with the City's expectations, coordination requirements, and performance standards required to function as an extension of staff.

UNICO is submitting qualifications for Category A – Stormwater Quality Services and Category D – Surveying Services.

Stormwater Quality Services may include construction site inspections, plan and specification review, preparation of Stormwater Pollution Prevention Plans, discharge monitoring and sampling, MS4 NPDES permit documentation, annual reporting, SMARTS uploads, and on-land visual trash assessments.

Surveying Services may be provided on an as-needed basis and may include topographic and boundary surveys, ALTA/ACSM Land Title surveys, legal descriptions and plats, construction staking, utility surveys, and aerial mapping associated with stormwater facilities, drainage easements, and related infrastructure.

UNICO applies applicable Sacramento County Improvement Standards, MS4 NPDEs permit and CGP requirements, CEQA/NEPA processes, FEMA regulations, and relevant State and Federal procedures in support of these services.

5.4 Experience of Firm

Relevant Stormwater Project Experience

On-Call Stormwater Program Support Services

City of Rancho Cordova | Albert Stricker | 916.851.8713 | astricker@cityofranchocordova.org

Objective: Maintain compliance with MS4 NPDES permit and CGP, while supporting an active, evolving Stormwater Program.

Description: Since 2013, UNICO has supported the City's Stormwater Program through staff augmentation, MS4 NPDES permit compliance support, document preparation and review, FEMA related services, and stormwater quality planning, inspection, and reporting. The work requires managing inspections across multiple active construction sites while adapting to anticipated NPDES permit changes and shifting regulatory expectations.

Outcome: UNICO has inspected over 45 WDID construction sites since 2017 and is currently inspecting 22 active WDID construction sites.

Project Information

- **Contract Amount**: $635K
- **Funding Source**: Local, State
- **Contract Dates**: 2013 to Ongoing
- **UNICO PM**: Cheryl Creson
  P: 916.335.5569
  E: ccreson@unicoengineering.com



On-Call Stormwater Program Support Services

City of Citrus Heights | Regina Cave | 916.725.2448 | rcave@citrusheights.net

Objective: Provide compliance with MS4 NPDES permit and CGP requirements.

Description: Since 2014, UNICO has provided staff augmentation, NPDES MS4 permit and CGP compliance, and assisted in the preparation of the Trash Implementation Plan. UNICO has also reviewed the City's Municipal Codes for compliance with trash capture amendments, and assisted with authoring the Annual Stormwater Report. Project complexities include erosion and sediment control and SWPPP inspections for private development and public works projects throughout the City. UNICO has provided stormwater training to staff.

Outcome: UNICO has provided Stormwater Program support services to achieve compliance with the City's stormwater requirements, MS4 NPDES permit, and the CGP.

UNICO has inspected 6 WDID construction projects and is currently inspecting 2 WDID active construction sites.

Project Information

- **Contract Amount**: $440K
- **Funding Source**: Local, State
- **Contract Dates**: 2014 to Ongoing
- **UNICO PM**: Cheryl Creson
  P: 916.335.5569
  E: ccreson@unicoengineering.com



On-Call Stormwater Program Support Services

Town of Loomis | Richard Ly-Lee | 916.824.1518 | townengineer@loomis.ca.gov

Objective: Provide compliance with MS4 NPDES permit and CGP requirements.

Description: Since 2016, UNICO has drafted additions to the Town's Municipal Code chapters for compliance with trash capture, and authors the Annual Stormwater Report. UNICO also performs erosion and sediment control, SWPPP, and MS4 NPDES permit and CGP compliance inspections for private development projects and has developed the Integrated Pest Management Plan, and assisted with updating the West Place Stromwater Quality Design Manual. UNICO has provided stormwater training to staff.

Outcome: UNICO has inspected 5 WDID construction projects and is currently inspecting 1 active WDID site. UNICO also provides grading and stormwater inspections for custom homes and is currently providing inspections for over 17 custom homes.

Project Information

- **Contract Amount**: $225K
- **Funding Source**: Local, State
- **Contract Dates**: 2016 to Ongoing
- **UNICO PM**: Cheryl Creson
  P: 916.335.5569
  E: ccreson@unicoengineering.com



Relevant Survey Project Experience

On-Call Survey Services

City of Rancho Cordova | Albert Stricker | 916.851.8713 | astricker@cityofranchocordova.org

Objective: Provide accurate depiction of existing site conditions.

Description: Since 2013, UNICO has provided on-call survey services as a subconsultant. Task order assignments have included:

- American River Outfall #4 Repair Topo
- Mather Pump Station Topo Survey and As-Builts
- Cordova Little League Fields Topo and Boundary Base Mapping
- Paseo Drive Easement

Outcome: Survey services have included boundary mapping, right of way mapping, plats and legal descriptions, and topographic surveys.

Project Information

- **Contract Amount**: $30K
- **Funding Source**: Local, State
- **Contract Dates**: 2013 to Ongoing
- **UNICO PM**: Rob Markes
  P: 530.417.6722
  E: rmarkes@
  unicoengineering.com



On-Call Survey Services

City of Citrus Heights | Regina Cave | 916.725.2448 | rcave@citrusheights.net

Objective: Provide accurate depiction of existing site conditions.

Description: Since 2014, UNICO has provided on-call survey services to the City. Task order assignments have included:

- Sayonara Drive Boundary Survey
- Charolais Way IOD Survey Verification
- Garry Oaks and Old Auburn Topo Survey and Drafting
- Crosswoods Right of Way Staking
- Electric Greenway Trail Easement
- Dignity Health Medical Office Public Utility Easement
- Lesser Way Parcel Mapping
- Huntington Square Trail Easement

Outcome: Survey services have included boundary mapping, right of way mapping, plats and legal descriptions, topographic surveys, and construction staking.

Project Information

- **Contract Amount**: $30K
- **Funding Source**: Local, State
- **Contract Dates**: 2014 to Ongoing
- **UNICO PM**: Rob Markes
  P: 530.417.6722
  E: rmarkes@unicoengineering.com



On-Call Survey Services

City of Folsom | Ryan Chance | 916.461.6713 | rchance@folsom.ca.us

Objective: Provide accurate depiction of existing site conditions.

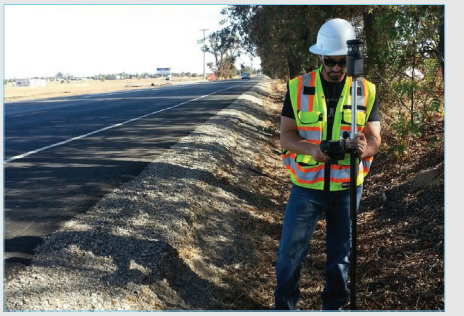
Description: Since 2013, UNICO has provided on-call survey services to the City. Task order assignments have included:

- Auburn Folsom Road
- Parkway Drive Settlement Monitoring
- American River Mitigation Sites Plats and Legals
- Freswick Drive Drainage Easement
- Baldwin Dam Road Tree Topo
- Oak Parkway Trail Crossing
- Greenback Lane Pavement Repair

Outcome: Survey services have included topographic surveys, records of survey, right of way mapping, drainage surveys, and plats and legal descriptions.

Project Information

- **Contract Amount**: $80K
- **Funding Source**: Local, State
- **Contract Dates**: 2013 to Ongoing
- **UNICO PM**: Rob Markes
  P: 530.417.6722
  E: rmarkes@unicoengineering.com

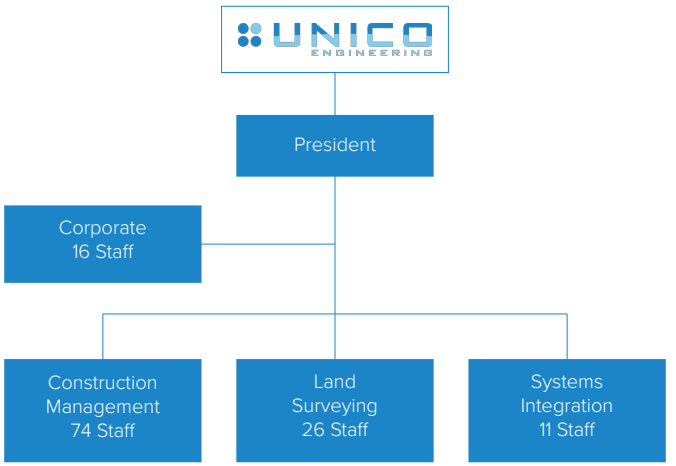


5.5 Consultant Organizational Chart

About UNICO

Established in 2013, UNICO Engineering provides high-quality construction management, stormwater program support, systems engineering, and land surveying services for public and private clients throughout California. The firm employs more than 125 professionals operating from offices in Folsom, Concord, Goleta, San Diego, and Chico, as well as a field office in Sacramento.

UNICO's organizational structure is as follows:



The table below represents the UNICO team's staffing variations over the past five years.

2026	2025	2024	2023	2022
128	116	110	96	92

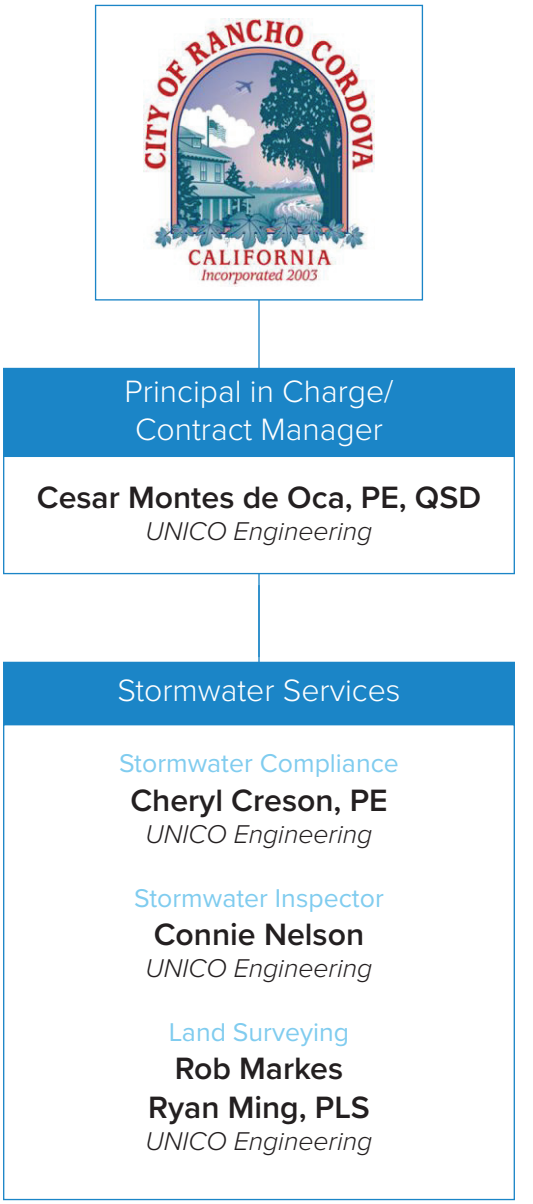
UNICO Team Structure

The UNICO team includes project management, stormwater, and survey professionals who excel at delivering a variety of local, state, and federally-funded infrastructure projects.

The team was hand-selected for their knowledge experience with on-call contracts, staff augmentation, and responsiveness to task order assignments.

UNICO confirms that the designated project team, will be used for the City's projects. Departure or reassignment of, or substitution for, any member of the designated team will not be made without the prior written approval of the City.

Organization Chart



Bold Text *Indicates key personnel*

Qualifications of Proposed Staff

The UNICO team identified for this contract have provided on-call services on a variety of public agency Stormwater Programs and Surveying projects throughout Northern California. Team member qualifications are provided in the table below. **Resumes are provided in the Appendix**.

Team Member Information	Qualifications and Experience
Cesar Montes de Oca, PE, QSD • UNICO: 13 years • Total: 20 years • Principal in Charge/Contract Manager • BS Civil Engineering • Professional Civil Engineer - CA • Qualified SWPPP QSD	Prior to forming UNICO in 2013, Cesar worked for the City of Citrus Heights where he served as the Stormwater Program Manager delivering stormwater projects from planning to construction, including stormwater quality compliance. Since then, he has managed multiple on-call contracts specific to stormwater for municipalities, including Rancho Cordova, Citrus Heights, and Loomis. He has a strong understanding of local agency constraints, priorities, and responsibilities to the public.
Cheryl Creson, PE • UNICO: 10 years • Total: 50 years • Stormwater Compliance • MS + BS Civil Engineering • Professional Civil Engineer - CA	Cheryl currently serves as a Senior Advisor to UNICO where she has provided staff augmentation and project management services to local agency clients, including the Cities of Rancho Cordova, Citrus Heights, and the Town of Loomis. Cheryl has assisted the City for several years and maintains strong working relationships with City staff.
Connie Nelson • UNICO: 8.5 years • Total: 40 years • Stormwater Inspector • Transportation Planning Classes	Connie's experience focuses on Stormwater Programs for a variety of public agency clients (Rancho Cordova, Folsom, Citrus Heights, Loomis, Elk Grove), including construction site stormwater inspections, development of storm drainage master plans, water quality stewardship programs with low impact designs, and best management practices. Connie has given stormwater presentations for the Cities of Rancho Cordova, Citrus Heights, Town of Loomis, and Elk Grove, and serves as an extension of staff to the City.
Rob Markes • UNICO: 12 years • Total: 38 years • Survey Manager	Rob is an experienced Survey Crew Chief excelling in topographic mapping, construction staking, and boundary surveys and leads the UNICO survey group. His expertise includes Global Positioning System surveys, topographic surveys, aerial control surveys, horizontal and vertical control networks, title surveys, boundary surveys, and construction surveys.
Ryan Ming, PLS • UNICO: 8 years • Total: 26 years • Senior Land Surveyor • Professional Land Surveyor - CA	Ryan is a professional land surveyor responsible for following sound land surveying principles and meeting quality assurance goals for survey deliverables. He participates in the development of best practices related to land surveying for UNICO's survey department.

5.7 Project Understanding and Approach

UNICO understands that the City relies on on-call consultants to function as an extension of City staff in administering its Stormwater Program. The City's responsibilities include compliance with the MS4 NPDES permit, oversight of private development subject to the CGP, preparation of regulatory reports, and coordination with multiple regulatory agencies. Successful delivery depends on consistent field presence, clear documentation, and timely communication with developers, contractors, and City staff. **To support these needs, UNICO applies a field-driven stormwater inspection methodology that emphasizes early issue identification, documented follow-through, and regulator-ready records.**

Stormwater Program delivery requires a balanced, practical approach that protects water quality while supporting ongoing development. Effective outcomes depend on professional, tactful coordination between stormwater staff, consultants, and the development community to meet regulatory requirements without disrupting project progress. This same emphasis on coordination and quality extends to surveying services, which are delivered using a QA/QC-driven workflow that aligns field data collection, drafting, and final review with City standards and downstream design needs.

UNICO recognizes that stormwater compliance activities are schedule-driven, weather-sensitive, and subject to close regulatory review. Effective delivery depends on inspectors and technical staff who understand permit conditions, City standards, and reporting requirements, and who can respond to changing site conditions and rain events. This understanding informs UNICO's focus on On-Call Task Category A – Stormwater Quality Services and On-Call Task Category D – Land Surveying.



Stormwater Services may include the following:

Stormwater Inspections, Reporting Mechanisms, and Monitoring
Perform stormwater inspections of active private construction sites to ensure compliance with the City's MS4 NPDES permit, City's Erosion and Sediment Control requirements, and State's CGP
Schedule: Perform weekly or bi-weekly inspections.
Prepare reports for City's Stormwater Program in compliance with MS4 NPDES Permit and contact/email developers, contractors, or owners on construction site deficiencies.
Schedule: Perform reports weekly or bi-weekly; and contact/emails as needed.
Notification to City on days when inspections occur.
Schedule: Prior to inspections.
Follow up phone calls or emails to developers, contractors or owners on issues and/or problem construction sites.
Schedule: As required.
Status reports to the City on problem sites and illicit discharges.
Schedule: As required.
Complete stormwater inspection final reports and email to the City.
Schedule: Perform monthly.

"Rain in the Forecast" emails.
Schedule: As required, during the rainy season prior to forecasted or during rain events.
Perform stormwater monitoring by sampling for pH and turbidity "During rain or discharge event," certify, and report the results.
Schedule: As required.
Assist with corrective actions for a construction site to get into stormwater compliance including documentation and working with City staff and Regional Water Quality Control Board.
Schedule: As required.
Collaborate with Developer to "Terminate" in SMARTs including Maintenance Declarations.
Schedule: As necessary.
Attend pre-construction meetings.
Schedule: As required.
Participate in MS4 NPDES meetings.
Schedule: As required.

Stormwater Training
Conduct training for City staff and development community on the City's Stormwater Program, MS4 NPDES Permit, stormwater inspections, reporting mechanisms, State's CGP, and other stormwater quality requirements.
Schedule: On an as needed basis.
Help develop training presentations and materials.
Schedule: On an as needed basis.

Review Plans and Specifications, Stormwater Report Preparation, and Trash Assessments
Review plans and specifications for compliance with local and State stormwater pollution prevention standards.
Schedule: On as needed basis.
Prepare Stormwater Pollution Prevention Plans meeting all the requirements of contract documents and State's CGP.
Schedule: On as needed basis.
Prepare annual reports for City projects and upload them into the Stormwater Multiple Applications and Reporting Tracking System (SMARTS).
Schedule: On an as needed basis.
Perform On-Land Visual Trash Assessments related to the State Trash Amendments.
Schedule: On as needed basis.

Survey Services may include the following:

Surveying Services
Prepare Plats, Legal Description and Closure Calculations for Drainage Easements in accordance with City standards.
Schedule: On as needed basis.
Perform Topographic Surveys and Mapping.
Schedule: On as needed basis.
Perform Construction Staking.
Schedule: Upon formal staking request, UNICO will mobilize within 48 hours. In an emergency, UNICO will mobilize within hours required.
Perform Aerial Photography/Mapping for easements, stormwater facilities, and other stormwater needs.
Schedule: On as needed basis.

State and Federal Funding Compliance

UNICO recognizes that stormwater tasks may be funded through State or Federal sources and maintains organized, traceable project files to support audits, regulatory review, and reimbursement. When applicable, UNICO coordinates with City staff to align documentation with funding-specific requirements.

References

The UNICO team has successfully completed similar project assignments for local agency clients. The references identified below can attest to the quality of our services, as well as the experience of our personnel and our ability to clearly communicate, effectively problem-solve, and represent our clients in a professional manner. **Letters of Reference are in the Appendix**.

References for UNICO		
Dalia Fadl City of Sacramento P: 916.808.3765 E: dfadl@cityofsacramento.org	**Regina Cave** City of Citrus Heights P: 916.725.2448 E: rcave@citrusheights.net	**Richard Ly-Lee** Town of Loomis P: 916.824.1518 E: townengineer@loomis.ca.gov
• Project: On-Call Stormwater Program Support and On-Call Survey Services • Dates: 2013 to Ongoing	• Project: On-Call Stormwater Program Support and On-Call Survey Services • Dates: 2014 to Ongoing	• Project: On-Call Stormwater Program Support Services • Dates: 2016 to Ongoing

Required Statements

Assurance of Designated Project Team

UNICO confirms that the designated project team will be used for the City's projects. Departure or reassignment of, or substitution for, any member of the designated team will not be made without the prior written approval of the City.

Conflict of Interest

UNICO warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

Non-Collusion

UNICO warrants that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Indemnification and Insurance Requirements

UNICO will comply with the City's standard indemnification and insurance requirements as provided in the sample contract.

Non-Discrimination and Equal Opportunity

UNICO will comply with the non-discrimination provisions as described in the sample contract.

EXHIBIT B
COMPENSATION SCHEDULE

UNICO Engineering, Inc.
80 Blue Ravine Road, Suite 250
Folsom, CA 95630
P: 916.900.6623

RATE SCHEDULE

UNICO Engineering, Inc.
Rates Effective Starting Jun 1, 2026

OVERHEAD %: 154.64% **PROFIT %:** 10% **ESCALATION %** 3%

CLASSIFICATION	DIRECT LABOR HOURLY RATE RANGE		FULLY LOADED HOURLY RATE RANGE 2026		FULLY LOADED HOURLY RATE RANGE 2027		FULLY LOADED HOURLY RATE RANGE 2028		FULLY LOADED HOURLY RATE RANGE 2029		FULLY LOADED HOURLY RATE RANGE 2030	
Principal in Charge	$ 100.00	$ 120.00	$ 280.10	$ 336.12	$ 288.51	$ 346.21	$ 297.16	$ 356.59	$ 305.82	$ 366.98	$ 314.73	$ 377.68
Senior Resident Engineer	$ 85.00	$ 105.00	$ 238.09	$ 294.11	$ 245.23	$ 302.93	$ 252.59	$ 312.02	$ 259.94	$ 321.11	$ 267.52	$ 330.47
Resident Engineer	$ 60.00	$ 95.00	$ 168.06	$ 266.10	$ 173.10	$ 274.08	$ 178.30	$ 282.30	$ 183.49	$ 290.53	$ 188.84	$ 299.00
Structures Representative	$ 85.00	$ 105.00	$ 238.09	$ 294.11	$ 245.23	$ 302.93	$ 252.59	$ 312.02	$ 259.94	$ 321.11	$ 267.52	$ 330.47
Program Manager	$ 70.00	$ 110.00	$ 196.07	$ 308.11	$ 201.95	$ 317.36	$ 208.01	$ 326.88	$ 214.07	$ 336.40	$ 220.31	$ 346.21
Senior Construction Manager	$ 85.00	$ 105.00	$ 238.09	$ 294.11	$ 245.23	$ 302.93	$ 252.59	$ 312.02	$ 259.94	$ 321.11	$ 267.52	$ 330.47
Construction Manager	$ 75.00	$ 90.00	$ 210.08	$ 252.09	$ 216.38	$ 259.66	$ 222.87	$ 267.45	$ 229.36	$ 275.24	$ 236.05	$ 283.26
Assistant Resident Engineer	$ 60.00	$ 75.00	$ 168.06	$ 210.08	$ 173.10	$ 216.38	$ 178.30	$ 222.87	$ 183.49	$ 229.36	$ 188.84	$ 236.05
Assistant Construction Manager	$ 45.00	$ 60.00	$ 126.05	$ 168.06	$ 129.83	$ 173.10	$ 133.72	$ 178.30	$ 137.62	$ 183.49	$ 141.63	$ 188.84
Office Engineering/Document Control	$ 30.00	$ 65.00	$ 84.03	$ 182.07	$ 86.55	$ 187.53	$ 89.15	$ 193.16	$ 91.75	$ 198.78	$ 94.42	$ 204.58
Construction Inspector (Group 1 Prevailing Wage)	$ 70.00	$ 110.00	$ 196.07	$ 308.11	$ 201.95	$ 317.36	$ 208.01	$ 326.88	$ 214.07	$ 336.40	$ 220.31	$ 346.21
Construction Inspector (Group 1 Non-Prevailing Wage)	$ 70.00	$ 110.00	$ 196.07	$ 308.11	$ 201.95	$ 317.36	$ 208.01	$ 326.88	$ 214.07	$ 336.40	$ 220.31	$ 346.21
Construction Inspector (Group 2 Prevailing Wage)	$ 68.00	$ 105.00	$ 190.47	$ 294.11	$ 196.18	$ 302.93	$ 202.07	$ 312.02	$ 207.96	$ 321.11	$ 214.02	$ 330.47
Construction Inspector (Group 2 Non-Prevailing Wage)	$ 68.00	$ 105.00	$ 190.47	$ 294.11	$ 196.18	$ 302.93	$ 202.07	$ 312.02	$ 207.96	$ 321.11	$ 214.02	$ 330.47
SWPPP Inspector	$ 50.00	$ 70.00	$ 140.05	$ 196.07	$ 144.25	$ 201.95	$ 148.58	$ 208.01	$ 152.91	$ 214.07	$ 157.37	$ 220.31
Clerical	$ 20.00	$ 50.00	$ 56.02	$ 140.05	$ 57.70	$ 144.25	$ 59.43	$ 148.58	$ 61.16	$ 152.91	$ 62.95	$ 157.37
Principal Land Surveyor	$ 90.00	$ 120.00	$ 252.09	$ 336.12	$ 259.66	$ 346.21	$ 267.45	$ 356.59	$ 275.24	$ 366.98	$ 283.26	$ 377.68
Survey Manager	$ 90.00	$ 120.00	$ 252.09	$ 336.12	$ 259.66	$ 346.21	$ 267.45	$ 356.59	$ 275.24	$ 366.98	$ 283.26	$ 377.68
Senior Land Surveyor	$ 65.00	$ 85.00	$ 182.07	$ 238.09	$ 187.53	$ 245.23	$ 193.16	$ 252.59	$ 198.78	$ 259.94	$ 204.58	$ 267.52
Staff Land Surveyor	$ 40.00	$ 70.00	$ 112.04	$ 196.07	$ 115.40	$ 201.95	$ 118.86	$ 208.01	$ 122.33	$ 214.07	$ 125.89	$ 220.31
Party Chief (Prevailing Wage)	$ 77.00	$ 97.00	$ 215.68	$ 271.70	$ 222.15	$ 279.85	$ 228.81	$ 288.25	$ 235.48	$ 296.64	$ 242.34	$ 305.29
Party Chief (Non-Prevailing Wage)	$ 40.00	$ 60.00	$ 112.04	$ 168.06	$ 115.40	$ 173.10	$ 118.86	$ 178.30	$ 122.33	$ 183.49	$ 125.89	$ 188.84
Chainman/Rodman (Prevailing Wage)	$ 70.00	$ 90.00	$ 196.07	$ 252.09	$ 201.95	$ 259.66	$ 208.01	$ 267.45	$ 214.07	$ 275.24	$ 220.31	$ 283.26
Chainman/Rodman (Non-Prevailing Wage)	$ 30.00	$ 50.00	$ 84.03	$ 140.05	$ 86.55	$ 144.25	$ 89.15	$ 148.58	$ 91.75	$ 152.91	$ 94.42	$ 157.37
Draftsman/Survey Technician	$ 30.00	$ 50.00	$ 84.03	$ 140.05	$ 86.55	$ 144.25	$ 89.15	$ 148.58	$ 91.75	$ 152.91	$ 94.42	$ 157.37
Drone Pilot/Technician	$ 55.00	$ 75.00	$ 154.06	$ 210.08	$ 158.68	$ 216.38	$ 163.44	$ 222.87	$ 168.20	$ 229.36	$ 173.10	$ 236.05

- Reimbursement for per diem and mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates.
- Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproductions, services, and consultants will be charged at cost plus 10%.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.
- Yearly prevailing wage anticipates a 5% escalation, however increases in DIR rate determinations will be charged accordingly.
- Overtime rate will be billed at 1.5 times the hourly rate for non-exempt employees .
- **Rates not subject to prevailing wage may escalate annually based on the San Francisco Engineering News Record Consumer Price Index (CPI), or 3%, whichever is less.**

MEMORANDUM

ITEM 9.4.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Margarita Dronov, Associate Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-99 WITH WEST YOST ASSOCIATES IN AN AMOUNT NOT TO EXCEED $900,000 FOR ON-CALL STORMWATER SUPPORT AND ENGINEERING SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2026-99 for on-call stormwater support and engineering services with West Yost Associates in an Amount Not to Exceed $900,000 through June 30, 2029.

BACKGROUND

In order to maintain flexibility in response to fluctuations in the development, design, and construction market, the Public Works Department employs the assistance of qualified consultants to provide engineering services for the City of Rancho Cordova. This contract provides specialized technical stormwater program operations support such as electrical engineering and pump station supervisory control and data acquisition (SCADA) support services. Additionally, this contract supports drainage and stormwater development review activities that facilitate orderly growth and promote connectivity within new developments citywide, while providing continuity and consistency in the review of major development projects currently underway.

FISCAL IMPACT AND FUNDING SOURCE

Drainage review support for development projects is directly billed to the development projects. Stormwater programs and projects are paid through the city's Stormwater Utility Fund and other various funding sources earmarked for the projects. There is no impact to the city’s general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2026-99 West Yost Associates

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-99 IN AN AMOUNT NOT TO EXCEED $900,000 WITH WEST YOST ASSOCIATES FOR ON-CALL STORMWATER SUPPORT AND ENGINEERING SERVICES

WHEREAS, the scope of work includes providing specialized technical support for stormwater operations such as electrical engineering and pump station supervisory control and data acquisition (SCADA) support services; and

WHEREAS, the on-call services provide flexibility to adapt to a variable development and construction market; and

WHEREAS, adoption of this Resolution authorizes the City Manager to execute a three-year contract with West Yost Associates in an amount not to exceed $900,000; and

WHEREAS, the contract will be paid through the Stormwater Utility Fund or direct billing to developers and utility companies; and

WHEREAS, the amount exceeds the maximum 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. 2026-99 in an amount not to exceed $900,000 with West Yost Associates in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

CONTRACT NO. 2026-99

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND WEST YOST ASSOCIATES FOR
ON-CALL STORMWATER SUPPORT AND ENGINEERING SERVICES**

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 West Yost Associates, ("Professional") as of June 15, 2026.

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 June 30, 2029, 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 **Nine Hundred Thousand ($900,000.00)**, 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 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.

Initial

4.4 All Polices 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 Margarita Dronov ("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: Margarita Dronov
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Any written notice to Professional shall be sent to:

ATTN: Melissa Duffy
8950 Cal Center Drive, Suite 363
Sacramento, CA 95826
Email Address (for insurance updates):
accounting-invoicing@westyost.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.

CONTRACT NO. 2026-99

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

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date:_____

PROFESSIONAL

_____
Greg Chung, Vice-President

Date:_____

CONTRACT NO. 2026-99

EXHIBIT A
SCOPE OF SERVICES

WEST YOST
Water. Engineered.

2020 Research Park Drive
Suite 100
Davis CA 95618

530.756.5905 phone
530.756.5991 fax
westyost.com

May 4, 2026

SENT VIA: EMAIL

Margarita Dronov
City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

SUBJECT: Exhibit A - Scope of Services for Stormwater Engineering Services

Dear Margarita:

West Yost appreciates the opportunity to continue providing on-call stormwater engineering services to the City of Rancho Cordova (City). We anticipate that the stormwater engineering services could include the following:

- Providing technical review of drainage studies prepared by other engineers.
- Reviewing plans and specifications for compliance with local and state stormwater pollution prevention standards.
- Determining the base flood elevation using current FEMA Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS), and best available modeling, and preparing Elevation Certificates in accordance with FEMA guidelines.
- Assisting with floodplain mapping activities pursuant to the standards of the National Flood Insurance Program (NFIP). Activities may include performing hydrologic and hydraulic analyses using HEC-RAS or other software, floodplain mapping, and preparing mandatory documents such as Technical Support Data Notebooks or Conditional/Final Letters of Map Revision.
- Identifying grant opportunities for drainage, flood control, or projects of other nature as directed by the City, from state and federal sources. Assisting with positioning for future grants through preparation of preliminary material, meeting funding agencies, etc. Assisting with preparation of competitive and non-competitive grant applications.
- Providing plans, specifications, or technical studies for drainage projects listed in the City's Stormwater Capital Improvement Master Plan.
- Assisting with a variety of drainage and water quality related services.
- Providing pump station supervisory control and data acquisition (SCADA) and technical support services.
- Providing electrical engineering support services.
- Providing risk and resilience assessments.
- Providing emergency preparedness planning.
- Providing SCADA master planning and implementation.

West Yost's Billing Rate Schedule is included as Exhibit B for the period of July 1, 2026 through June 30, 2027.

Thank you for providing West Yost the opportunity to be of continued service to the City. Please contact us if you have any questions or require additional information.

Sincerely,
WEST YOST

Melissa Duffy, PE
Senior Engineer II
RCE #87217

Greg Chung
Vice President

Attachment: Exhibit B. West Yost's Billing Rate Schedule

EXHIBIT B
COMPENSATION SCHEDULE

WEST YOST
Water. Engineered.

2026/2027 Billing Rate Schedule

(Effective July 1, 2026, through June 30, 2027)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$412
Engineer/Scientist/Geologist Manager I / II	$389 / $406
Principal Engineer/Scientist/Geologist I / II	$350 / $373
Senior Engineer/Scientist/Geologist I / II	$312 / $328
Associate Engineer/Scientist/Geologist I / II	$258 / $278
Engineer/Scientist/Geologist I / II / III	$201 / $232 / $243
Engineering Aide	$123
Field Monitoring Services	$152
Administrative I / II / III / IV	$112 / $140 / $168 / $185
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$403 / $406
Principal Tech Specialist I / II	$371 / $383
Senior Tech Specialist I / II	$336 / $351
Senior GIS Analyst	$307
GIS Analyst	$291
Technical Specialist I / II / III / IV	$216 / $243 / $274 / $306
Technical Analyst I / II	$155 / $185
Technical Analyst Intern	$125
Cross-Connection Control Specialist I / II / III / IV	$162 / $175 / $197 / $218
CAD Manager	$245
CAD Designer I / II	$190 / $214
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$392
Construction Manager I / II / III / IV	$233 / $249 / $264 / $334
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$210 / $233 / $259 / $269
Apprentice Inspector	$190
CM Administrative I / II	$101 / $137
Field Services	$269

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* After the first fiscal year (July 1-June 30), rates may escalate annually based on San Francisco Engineering News- Record (ENR) Consumer Price Index (CPI) or, or 3%, whichever is less.

WEST YOST
Water. Engineered.

2026/2027 Billing Rate Schedule

(Effective July 1, 2026, through June 30, 2027)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$300 / day
Aquacalc / Pygmy or AA Flow Meter	$28 / day
Emergency SCADA System	$35 / day
Field Vehicles (Groundwater)	$200 / day
Gas Detector	$80 / day
Generator	$60 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Back Pack	$135 / day
Low Flow Pump Controller	$200 / day
Powers Water Level Meter	$32 / day
Precision Water Level Meter 300ft	$30 / day
Precision Water Level Meter 500ft	$40 / day
Precision Water Level Meter 700ft	$45 / day
QED Sample Pro Bladder Pump	$65 / day
Skydio 2+ Drone (2 hour minimum)	$100 / hour
Storage Tank	$20 / day
Sump Pump	$24 / day
Transducer Communications Cable	$10 / day
Transducer Components (per installation)	$23 / day
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	$22 / day
Turbidity Meter	$30 / day
Turbidity Meter (2100Q Portable)	$35 / day
Vehicle (Construction Management)	$18.75 / hour
Water Flow Probe Meter	$20 / day
Water Quality Meter	$50 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

* After the first fiscal year (July 1-June 30), rates may escalate annually based on San Francisco Engineering News- Record (ENR) Consumer Price Index (CPI) or, or 3%, whichever is less.

MEMORANDUM

ITEM 9.5.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-87 WITH ROUSH LANDSCAPE SERVICES IN AN AMOUNT NOT TO EXCEED $2,757,500 FOR LANDSCAPE MAINTENANCE SERVICES OF PUBLIC FRONTAGES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a contract for landscape maintenance services and ensure continued maintenance of city-owned landscaped areas.

BACKGROUND

Well-maintained landscaping contributes to the beauty and positive image of Rancho Cordova neighborhoods. The work scope includes landscape maintenance services of city-owned and maintained parcels, including turf mowing and edging, shrub pruning, irrigation system maintenance, fertilization, litter abatement, and weed control.

On March 24, 2026, staff issued a Request for Proposals (RFP) for landscape maintenance services beginning July 1, 2026. The RFP was advertised through the city's website and OpenGov. The city received seven proposals in response to the RFP. Proposals were evaluated based on cost, experience, operations plan, resources, ability to meet city requirements, and local economic benefit.

Following evaluation, Roush Landscape Services was determined to provide the best overall value to the city and received the highest overall score during the evaluation process. The firm demonstrated extensive experience performing similar services, a strong understanding of city service expectations, competitive pricing, and a proven record of successful performance as the city's current contractor. References confirmed satisfactory past performance and reliability.

Staff recommends awarding Contract No. 2026-87 to Roush Landscape Services in an amount not to exceed $2,757,500.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the contract includes a combination of special districts, Measure A, and the Public Works operating budget.

There will be no impact to the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2026-87

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-87 WITH ROUSH LANDSCAPE SERVICES IN AN AMOUNT NOT TO EXCEED $2,757,500 FOR LANDSCAPE MAINTENANCE SERVICES OF PUBLIC FRONTAGES

WHEREAS, the city solicited proposals for landscape maintenance services under the requirements of state law and in accordance with the city's purchasing ordinance on March 24, 2026; and

WHEREAS, the city received seven proposals on April 20, 2026; and

WHEREAS, Roush Landscape Services was determined to provide the best overall value to the city, receiving the highest overall score during the evaluation process. The firm demonstrated extensive experience performing similar services, a strong understanding of city service expectations, competitive pricing, and a proven record of successful performance as the city's current contractor; and

WHEREAS, the work scope includes turf mowing and edging, shrub pruning, irrigation system maintenance, fertilization, litter removal, and weed control; and

WHEREAS, adoption of this Resolution will allow the City Manager to execute a contract with Roush Landscape Services in an amount not to exceed $2,757,500; and

WHEREAS, the services will exceed the maximum amount the City Manager is authorized to approve; and

WHEREAS, the contract would be funded by a combination of special districts, Measure A, and the Public Works operating budget. There will be no impact on the city's general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-87 with Roush Landscape Services in an amount not to exceed $2,757,500 in a form approved by the City Attorney for landscape maintenance services of public frontages.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND ROUSH LANDSCAPE SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and California Landscape Associates, (herein "Contractor"), as of July 1, 2026.

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor 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.

SECTION 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2031, unless the term of this Agreement is otherwise terminated as provided for in Section 10. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 10.

SECTION 3. CONTRACT ADMINISTRATOR. This Agreement shall be administered by Operation & Maintenance Division Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

SECTION 4. COMPENSATION OF CONTRACTOR. The Contractor shall be paid $2,757,500 for performance of the Services pursuant to this Agreement. The Contractor shall submit invoices to the Contract Administrator on a monthly basis detailing the Services performed. In the event of a conflict between this Agreement and Exhibit A regarding the amount of compensation, the Agreement shall prevail. Upon receipt and approval of the Contractor's invoices, the City shall remit payment to the Contractor for Services provided within thirty (30) days. Payment to Contractor shall be considered as full compensation for performing the Services.

City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Contractor to correct such work or billings or seek any other legal remedy.

SECTION 5. PERFORMANCE STANDARDS. Contractor shall comply with all applicable laws now in force or which may hereafter be in force with regard to the provision of Services and this Agreement. Contractor represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged and in accordance with applicable industry standards. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

SECTION 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor 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 Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel; however, otherwise City shall not have the right to control the means and methods by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Contractor are employees and agents of Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor 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, Contractor 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. Contractor shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

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

SECTION 7. INSURANCE REQUIREMENTS. Prior to beginning any Services under this Agreement, Contractor, at its own cost and expense, shall procure insurance coverage at such levels of coverage, scope, limits, and/or forms as set forth in Exhibit C ("Insurance Requirements") hereto. Contractor shall provide proof satisfactory to City of such insurance and maintain the insurance throughout the term of this Agreement.

SECTION 8. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

8.1 General Requirement. Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

8.2 PERS Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor 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 Contractor 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.

8.3 Prevailing Wages. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1 and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "Prevailing Wage Laws") and be responsible for carrying out the requirements of such provisions. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City its officers, agents, employees and representatives, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel selected by the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction or performance of the Services, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

SECTION 9. NONDISCRIMINATION AND EQUAL OPPORTUNITY. Contractor 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 Contractor under this Agreement. Contractor 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 Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

SECTION 10. TERMINATION AND MODIFICATION. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

10.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

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

10.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor 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 Contractor for any otherwise reimbursable expenses incurred during the extension period.

10.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

10.4 Assignment and Subcontracting. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

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

10.5.1 Immediately terminate the Agreement;

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

10.5.3 Retain a different Contractor to complete the services described in Exhibit A not finished by Contractor; and

10.5.4 Charge Contractor 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 Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 11. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

SECTION 12. NOTICES. All notices that are regarding this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Any written notice to City shall be sent to:

ATTN: Maria Lopez
City of Rancho Cordova
Operation & Maintenance Division
3303 Luyung Drive
Rancho Cordova, CA 95742
mlopez@cityofranchocordova.org

Any written notice to Contractor shall be sent to:

ATTN: Richard Roush, President
Roush Landscape Services
9989 Stirling Park Drive
Rancho Cordova, CA 95827
Insurance Email: roushlandscape@sbcglobal.net

SECTION 13. CONFLICT OF INTEREST. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Contractor 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.

Contractor 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 Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor 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.

SECTION 14. GOVERNING LAW AND VENUE. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.

SECTION 15. ATTORNEYS' FEES. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions 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.

SECTION 16. 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.

SECTION 17. NO IMPLIED WAIVER OR BREACH. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any breach of that term or any other term of this Agreement.

SECTION 18. SURVIVAL. The obligation of this Agreement, which by their nature would continue beyond the term or expiration of the Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

SECTION 19. IRS FORM W-9. Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. This City's Finance Director shall have authority to waive this requirement.

SECTION 20. 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.

SECTION 21. ENTIRE AGREEMENT. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, the special provisions attached hereto and incorporated herein as Exhibit B, and the insurance requirements attached hereto and incorporated herein as Exhibit C, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

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

_____
Micah Runner, City Manager

Date: _____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date: _____

CONTRACTOR

_____
Richard Roush, Owner

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Section 2 - Scope of Services

2.1. WORK GUIDANCE

All work to be done by any Proposer selected to perform the work outlined in this RFP shall be guided by:

- The County of Sacramento, Municipal Services, Standard Construction Specifications https://saccountyspecs.saccounty.gov/Pages/default.aspx
- The Standard Specifications, State of California, California State Transportation Agency, Department of Transportation http://ppmoe.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2018_StdSpecs/2018_StdSpecs.pdf, and
- This RFP.

A preliminary copy of the City's contract for Landscape Maintenance Services is attached to this RFP as "Sample Contract". The contract shall bind the selected Proposer to perform work in accordance with this RFP.

2.2. DESCRIPTION OF WORK EXPECTATIONS

A site visit shall mean the Contractor's scheduled maintenance presence at a specific project location during which routine maintenance activities are performed.

Routine maintenance services shall include all activities necessary to maintain landscaped areas in a clean, safe, weed-free, and visually acceptable condition consistent with the City's desired level of service, whether or not a specific maintenance task is identified for that visit within this specification.

All Proposers accept and confirm by submission of a signed proposal in response to this RFP, that work to be performed by the selected Contractor is comprised of routine landscape maintenance of public corridors. The Contractor shall perform all work at a frequency and quality necessary to maintain landscaped areas in a clean, safe, weed-free, and visually acceptable condition consistent with the City's desired level of service, regardless of whether a specific maintenance task frequency is identified, and where both task frequencies and performance expectations are provided, the Contractor shall meet the level of effort necessary to achieve the required level of service.

The City's expectations from the selected Contractor include, but are not limited to:

- **Workmanship:** All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by industry contractors to be best practice. All work completed by the selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with the operation and public usage of City owned facilities.
- **Safety:** All services, supplies, and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all

precautions required by applicable regulations of the State Department of Industrial Regulations. The Contractor's employees shall wear O.S.H.A. approved safety vests and personal protective equipment at all times during contract work.

- **Hazards and Vandalism:** Any hazards or acts of vandalism shall be reported immediately to the Contract Manager and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the Contract Manager. Hazards that create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor. The Contractor shall monitor landscaped areas during routine maintenance activities and shall immediately report any storm damage, vehicle damage, irrigation damage, vandalism, or other conditions affecting landscape infrastructure to the Contract Manager.
- **Response:** Contractor shall respond to emergency conditions within two (2) hours of notification unless otherwise directed by Contract Manager. A communications system shall be in place which provides the City ability to contact the Contractor in an emergency twenty-four (24) hours a day, seven days a week. Repeated failure to respond may result in contract termination in accordance with Section 3.14 (Failure to Perform).
- **City Policy:** The selected Contractor shall be aware of, and shall comply with, City ordinances governing Landscape Maintenance Services.
- **Equipment:** The selected Contractor must furnish all tools and equipment needed to provide a high level of workmanship, to ensure continuous and safe operation, and complete work in accordance with the current City standard specifications. The City may require demonstration of equipment during the selection process of this RFP.
- **Experience:** The selected Contractor shall have experience in the use of professional equipment systems for Landscape Maintenance Services. In the event the Contractor's staff is not experienced and City property is damaged as a result of the Contractor's inability, the Contractor shall be responsible for repair or replacement. The City may require a demonstration of such experience during the selection process of this RFP.

The City may make periodic inspections of all facilities covered by this agreement at periodic intervals. The purpose of these inspection tours shall be to evaluate the effectiveness, adequacy and acceptability of the Contractor's performance in Landscape Maintenance Services in accordance with the provisions of this agreement. The City may, during the periodic inspection tours, identify and communicate to the Contractor, areas of unsatisfactory work or of inadequate performance by the Contractor. The result of each inspection shall be made available to the Contractor in writing. The Contractor shall correct such identified unsatisfactory work or inadequate performance within forty-eight (48) hours unless otherwise directed by the Contract Manager and shall submit in a written report to the City reflecting such corrective actions.

2.2.1 Routine Maintenance Expectations

The Contractor shall perform routine landscape maintenance services during each scheduled site visit as necessary to maintain the City's desired level of service. Routine maintenance activities generally include, but are not limited to:

- litter and debris removal
- mowing, trimming, and edging of turf areas
- pruning and maintenance of shrubs, groundcover, and vines

- weed control in landscaped and hardscape areas
- inspection and adjustment of irrigation systems
- removal of landscape debris generated during maintenance activities

Additional activities such as fertilization, aeration, weed abatement, irrigation repairs, and other seasonal or specialized maintenance tasks shall be performed in accordance with the schedules and requirements identified in this Scope of Services.

Performance requirements in this Section are subject to enforcement provisions outlined in Section 3 – Special Provisions.

2.3. GENERAL LANDSCAPE MAINTENANCE STANDARDS

The following standards apply to all landscaped areas, planting beds, medians, hardscape areas, decomposed granite areas, and other locations maintained under this contract unless otherwise specified.

The Contractor shall:

- Maintain all landscaped areas in a clean, safe, and visually acceptable condition.
- Remove litter, debris, and refuse during each scheduled service visit.
- Prevent landscape debris from entering roadways, gutters, bicycle lanes, or storm drain systems.
- Collect and properly dispose of all organic waste generated during maintenance activities.
- Comply with all weed control requirements in Section 2.4 – Pesticide Application and Weed Control.
- Maintain all areas to prevent excessive weed growth, debris accumulation, or hazardous conditions.

2.4. PESTICIDE APPLICATION AND WEED CONTROL

Weed control is an integral part of the landscape maintenance services required under this contract. The Contractor shall implement an integrated pest management approach to control weeds and maintain landscaped areas in a safe, healthy, and visually acceptable condition. The Contractor is encouraged to utilize a Pest Control Advisor (PCA) or Integrated Pest Management consultant when developing fertilizer, pesticide, and weed control programs.

All landscaped areas, planting beds, medians, and hardscape areas within the contract limits shall be maintained in a weed-free condition at all times. Weed control shall be performed at a frequency necessary to prevent excessive growth and maintain the City's desired level of service.

2.4.1 Herbicide and Pesticide Requirements

The Contractor shall be responsible for the safe and lawful application of herbicides and other pesticides as necessary to maintain landscaped areas in a weed-free and healthy condition.

All pesticide applications shall comply with applicable federal, state, and local regulations,

including those established by the California Department of Pesticide Regulation (DPR).

The Contractor shall possess and maintain, throughout the term of the contract, the appropriate DPR credentials, including a valid Qualified Applicator License (QAL) or Qualified Applicator Certificate (QAC) in Category B – Landscape Maintenance.

Copies of these certifications shall be submitted with the proposal and maintained in good standing for the duration of the contract.

If the Contractor intends to subcontract any portion of the pesticide application work, the subcontractor must also possess and maintain a valid QAL or QAC in Category B – Landscape Maintenance, and the Contractor shall provide the same documentation at the time of proposal submission.

The Contractor shall maintain detailed records of all pesticide applications performed under this contract in accordance with Title 3, California Code of Regulations, Section 6624 and all other applicable DPR recordkeeping requirements.

Records shall include, at a minimum:

- The date and time of application;
- The exact location of application;
- The product name, U.S. EPA registration number, and concentration or quantity applied;
- The target pest or weed; and
- The name and DPR license or certificate number of the individual who performed or supervised the application.

Records shall be maintained for a minimum of two (2) years and made available to the City upon request. The Contractor shall submit copies of these records to the City on a monthly basis, or at another frequency as mutually agreed upon in writing by the City and Contractor.

In addition, the Contractor shall maintain documentation of all annual pesticide handler and applicator training, as required under Title 3, California Code of Regulations, Section 6724, including records of training content, dates, and attendees. Copies of these annual training records shall be provided to the City upon request and no less than once per year during the contract term.

2.4.2 Manual Weed Removal Requirements

Weeds may be removed manually, mechanically, or through the application of approved herbicides. When selective herbicides are used, the Contractor shall exercise extreme caution to prevent damage to adjacent plants, turf, or landscape features. Any damage to plant material resulting from improper application or handling shall be replaced by the Contractor at the Contractor's expense.

2.4.3 Weed Height Thresholds

Weeds shall not exceed four (4) inches in height within maintained areas. When weeds reach this height, they shall be removed by manual, mechanical, or other approved methods. Chemical spraying shall not be used on weeds exceeding four (4) inches in height unless specifically approved by the Contract Manager.

2.4.4 Disposal of Weed Debris
All weed debris generated during maintenance activities shall be collected and removed from the site and disposed of at the Contractor's expense in accordance with applicable local and state regulations.

2.5. LITTER AND DEBRIS REMOVAL
The Contractor shall keep all landscaped areas, medians, rights-of-way, sidewalks, decomposed granite areas, rock blanket areas, and other maintained areas free of litter and debris.

Litter removal shall occur a minimum of once per week or more frequently as necessary to maintain the City's desired level of service.

Litter shall include, but is not limited to:

- paper
- trash
- organic debris
- landscape cuttings
- foreign materials

All litter and debris shall be collected and disposed of at the Contractor's expense at a legally permitted disposal or recycling facility. Use of City facilities, including the corporation yard, for disposal of litter or debris is not permitted unless expressly authorized in writing by the City.

Power blowers shall not be used to direct debris into roadways, gutters, bicycle lanes, or storm drains.

Any hazardous material or unusual and/or unknown materials shall be reported to the City at 916-851-8710, or to the County of Sacramento Hazardous Materials Division at 916-875-8550.

2.6. TURF MAINTENANCE
The Contractor shall maintain all turf areas in accordance with the General Landscape Maintenance Standards in Section 2.3 and the weed control requirements in Section 2.4.

Turf maintenance shall include mowing, edging, trimming, fertilization, irrigation management, and other tasks necessary to maintain healthy turf.

2.6.1 Turf Mowing, Trimming, and Edging
Turf shall be maintained at approximately 2½ to 3 inches in height, unless otherwise directed by the Contract Manager. Turf shall be mowed one time per week between March 1 and October

31 of each calendar year. Between November 1 and February 28 of the following calendar year, turf shall be mowed one time every other week. Mowing shall be done only by properly adjusted mowing equipment with sharp cutting edges. Any changes in the mowing schedule due to weather conditions must be approved in advance by the Contract Manager. Equipment availability, staffing levels, or Contractor operational considerations shall not be considered valid reasons for modifying the required service frequency.

The Contractor shall use walk-behind mowers for all mowing of turf unless otherwise specified or approved. Riding mowers may be permitted for use in large, open turf areas where their operation can be demonstrated to provide an equal or superior quality of cut without damaging turf or adjacent improvements. The use of riding mowers is subject to prior approval by the Contract Manager and may be revoked at any time if their performance, maneuverability, or impact on site appearance is deemed unsatisfactory.

Bruising or rough cutting the grass will not be permitted. The Contractor shall remove all paper, rubbish or debris from each turf area prior to mowing. All grass clippings shall be picked up and removed from the site. Grass clippings and leaves shall be cleaned out of gutters and shall not at any time be blown on to streets or sidewalks.

Grasscycling (the practice of recycling grass clippings back into the turf) is permitted, provided that clippings are finely mulched and not visible as clumps or windrows. In high-visibility areas, such as business park entrances, community plazas, or other areas designated by the City, the Contract Manager reserves the right to require clippings to be collected and removed if they detract from the site's appearance or create debris.

All turf shall be mechanically edged along the entire perimeter. Turf shall be edged on the same schedule as mowing; weekly between March 1 and October 31, bi-weekly between November 1 and February 28. Trimming around irrigation heads shall be done as necessary to provide proper water coverage and head operation. String edgers may be used as needed around poles, against soundwalls, and around controller enclosures, vaults, etc.

Tree wells in turf areas shall have a minimum 18-inch radius from tree trunk, clear and void of turf and weeds. Chemical sprays or string edgers may be used, but care shall be taken not to damage tree trunks or exposed roots. Damage to trees from trimming activities may result in the Contractor replacing the tree at the Contractor's expense.

2.6.2 Turf Fertilization

The Contractor shall provide all materials, equipment, and labor to implement and maintain a turf fertilization program. The Contractor shall apply fertilizer as necessary to always maintain green and healthy turf. The Contractor shall determine the schedule, application rates and appropriate percentages of nitrogen, potash, and phosphoric acid to always maintain green and healthy turf. The Contractor shall also apply a pre-emergent in the Spring and Fall to prevent all weeds in the turf, including but not limited to, crabgrass and poa annua. No ammonium nitrate of like fertilizers shall be used at any time. All fertilizer products landing on any hardscape surface shall be removed immediately. The Contractor shall adjust irrigation schedules in accordance

with manufacturer specifications to achieve maximum benefits from the application of fertilizers and weed control products.

An annual turf fertilization plan shall be included in the Draft/Initial Schedule of Duties as required in Section 5.1.4. The Contractor shall maintain detailed records of the turf fertilization program for inspection by City staff upon request, including all dates, locations, products used and application rates.

2.6.3 Turf Aeration
All turf areas shall be aerated two times per year, in April and September. A coring-type aerator shall be used, and all sprinkler heads must be flagged prior to aeration. The Contractor shall provide all materials, equipment, and labor required for aeration. Turf aeration shall be included on the Draft/Initial Schedule of Duties as required in Section 5.1.4

2.6.4 Turf Watering
Turf shall be watered at such frequency as weather conditions require to replenish soil moisture below root zone. Normally, a total of 1-1/2 inches of water is needed weekly in hot weather. Water conservation is always to be of prime concern. The Contractor is responsible for promptly notifying the Contract Manager of any needed irrigation adjustments and the need to correct any over or under-watering conditions.

2.7. TREES, SHRUBS, AND PLANTING AREA MAINTENANCE
2.7.1 Tree Pruning (Clearance and Minor Maintenance Only)
Pruning of City trees under this contract is limited to clearance pruning and minor maintenance only and shall not include structural pruning, crown thinning, crown reduction, or other arboricultural pruning practices. The City maintains a separate on-call tree pruning contractor responsible for structural and corrective pruning.

Under this contract, pruning shall be performed only as necessary to: (1) raise lower branches to maintain a minimum of seven (7) feet clearance above sidewalks and walkways; (2) remove suckers, water sprouts, and other undesirable growth; (3) remove small dead, broken, or damaged branches; (4) eliminate visibility obstructions at corners or intersections; and (5) clear obstructions of traffic signals, signs, and other infrastructure.

Clearance pruning includes the selective removal or reduction of branches to provide adequate vertical and horizontal clearance for pedestrians, vehicles, buildings, traffic control devices, fences, and other infrastructure, as directed by the Contract Manager. No pruning cuts exceeding two (2) inches in diameter shall be performed without prior approval from the Contract Manager.

The Contractor shall not perform structural pruning or remove major scaffold limbs. Any conditions requiring structural pruning or involving large limbs, tree stability, or tree health concerns shall be reported to the Contract Manager for referral to the City’s on-call tree pruning contractor.

All pruning shall be performed in accordance with applicable International Society of Arboriculture (ISA) standards using proper pruning methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made just outside the branch collar without damaging the collar or surrounding bark. Trees shall be allowed to retain their natural form to the greatest extent possible.

After pruning, trees shall maintain a live crown ratio of not less than sixty-six (66) percent.

The Contractor shall be responsible for any damage resulting from improper pruning. Trees damaged due to improper practices, including topping or failure to follow ISA standards, shall be replaced at the Contractor's expense with trees of like size and species, unless otherwise directed by the Contract Manager.

The City reserves the right to perform or separately contract for structural pruning and other specialized tree work.

The Contractor may be required to respond during regular business hours to remove downed small limbs or small trees that pose an immediate obstruction or safety concern. Removal of large limbs or large trees shall be referred to the Contract Manager.

2.7.2 Shrub Pruning

The following shrubs shall be pruned one (1) time per year as directed by the Contract Manager to a height of 6 inches above the base of the plant of the finished grade:

- Daffodils - Pruning shall consist of leaf cleanup once per year only as directed.
- Dietes
- Hemerocallis - dead foliage removal as needed for aesthetic purposes.
- Hybrid Rose Varieties - Shall be pruned in February to less than 12 inches.
- Lantana - Shall be pruned in November to be less than 12 inches.
- Muehlenbergia - Shall be pruned in November to 6 inches in height.
- Pennisetum - Shall be pruned every February without direction.
- Penstemon - Shall be pruned prior to November to less than 12 inches above woody tissue.
- Romneya - Shall be pruned in November by approximately fifty percent (50%) or as directed.

Pruning of other shrubs shall be performed three times per year to shape, particularly to correct miss-shaping.

Pruning of shrubs shall be performed to (1) raise the lower branches of shrubs above vehicle obstruction height wherever they overhang medians and roadways; (2) where they encroach onto the walkways and paved areas; (3) remove suckers, water sprouts, and other undesirable growth on shrubs; (4) remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) eliminate any visibility obstructions at corners or intersections.

Shrubs shall be pruned to ensure proper growth and control. All pruning shall be done by

qualified professional personnel using approved methods and techniques. Shrubs shall be cleanly cut with no tearing of the bark. Shrubs are to be allowed to take their natural shape whenever possible. Shearing or "boxing" will not be permitted unless specifically directed by the Contract Manager. The Contractor shall provide replacement shrubs, at the Contractor's expense, if shrubs are damaged. Under no circumstances will stripping of the lower branches ("raising-up") of shrubs be permitted.

2.7.3 Tree Staking

The Contractor shall maintain all existing tree stakes, ties, and protective devices in a safe and functional condition for all newly planted and young trees throughout the duration of the contract. Stakes and ties shall be considered temporary support only and shall be adjusted, maintained, and removed in accordance with the requirements herein.

- **Staking Standards.** Unless otherwise approved by the Contract Manager, trees shall be supported using a two-stake system placed outside the root ball. Stakes shall not penetrate the root ball. Ties shall be flexible, broad, non-abrasive material and installed in a manner that minimizes contact with the trunk. Ties shall be placed at the lowest point necessary to provide support while allowing natural movement of the upper trunk. Over-staking or rigid attachment that restricts natural tree movement is prohibited.
- **Inspection and Maintenance.** Staked trees shall be inspected at a minimum of once per month and after significant wind or storm events. The Contractor shall adjust, repair, or replace stakes and ties as necessary to ensure proper support and to prevent rubbing, girdling, or other damage to the trunk or branches. Ties shall be loosened or repositioned as the tree grows to prevent constriction.
- **Removal of Stakes.** Stakes and ties shall be removed as soon as trees are self-supporting. A tree shall be considered self-supporting when it remains upright without assistance and demonstrates sufficient root establishment and trunk strength to withstand normal wind conditions. In no case shall stakes remain in place longer than twelve (12) months from installation unless otherwise directed by the Contract Manager. The Contractor shall notify the Contract Manager prior to stake removal for verification, or provide photo documentation demonstrating that removal criteria have been met. Upon removal, all stakes, ties, and related materials shall be completely removed from the site and properly disposed of at no additional cost.
- **Damage and Replacement.** The Contractor shall take all necessary precautions to prevent damage to trees from staking materials. Any damage resulting from improper staking, failure to inspect and adjust ties, or failure to remove stakes in a timely manner shall be considered negligence. Trees damaged due to such negligence shall be replaced by the Contractor at their sole expense, including removal, disposal, and replanting.

2.7.4 Planting Area Fertilization

The Contractor shall provide all materials, equipment, and labor to implement and maintain a fertilizer program for planting areas. The Contractor shall apply fertilizer as necessary to maintain all plants and shrubs in a healthy and vigorous condition. The Contractor shall determine the schedule, application rates and appropriate percentages of nitrogen, potash, and phosphoric acid to maintain plants and shrubs in a healthy and vigorous condition. The Contractor shall also apply

a pre-emergent in the Spring and Fall to prevent all weeds in the planting areas, including but not limited to crabgrass and poa annua. No ammonium nitrate or like fertilizers shall be used at any time. All fertilizer products landing on any hardscape surface shall be removed immediately. The Contractor shall adjust irrigation schedules in accordance with manufacturer specifications to achieve maximum benefit from the application of fertilizers and weed control products.

An annual planting area fertilization plan shall be included in the Draft/Initial Schedule of Duties as required in Section 5.1.4. The Contractor shall maintain detailed records of the planting area fertilization program for inspection by City staff upon request, including all dates, locations, products used and application rates.

2.7.5 Annual / Color Plantings

Annual plantings shall be replaced three (3) times per year as directed by the Contract Manager. Annuals shall be planted not less than six (6) inches, nor shall they be planted more than eight (8) inches apart. Annuals shall be approved by the Contract Manager prior to planting. The Contractor shall be responsible to ensure that the beds remain in good condition throughout the contract term. The Contractor shall remove spent annuals from the site.

2.7.6 Annual / Color Fertilization

Fertilizer shall be applied six (6) times per year. Fertilizer shall be homogenized time-release pellet type, balance by weight for seasonal needs or as directed/approved by the Contract Manager. Each application shall be at a rate of two (2) pounds per 1,000 square feet. The Contractor shall remove all fertilizers that do not remain in the target area, for example sidewalk, gutters, hardscape. The fertilizers that do not remain in the targeted area shall be collected, reused or disposed of per County of Sacramento regulations. The Contractor shall provide an annual fertilization schedule to be approved by the Contract Manager.

All fertilizers shall be watered into the soil within three (3) days of application and/or per manufacturer's specifications. Where drip systems exist, the fertilizer shall be watered into the soil within three (3) days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited into the Y-filter with prior approval of the Contract Manager.

It is recommended that the Contractor have a Pest Control Advisor/Integrated Pest Management Consultant prepare a fertilizer, pesticide, and weed control program.

2.7.7 Weed Control

Weed control requirements for planting areas shall comply with Section 2.4 – Pesticide Application and Weed Control.

Tree wells shall be maintained weed-free to the drip line of the tree or to the limits of the landscaped area surrounding the tree, whichever is smaller.

Cultivation of annual beds shall be limited to loosening the soil surface and removing weeds.

2.8. GROUNDCOVER AND VINE MAINTENANCE

2.8.1 Groundcover and Vine Pruning

Groundcovers and vines shall be pruned one (1) time per year and shall be included on the Draft/Initial Schedule of Duties as required in Section 5.1.4.

Vines shall be pruned to within four (4) inches of the face and top of the soundwall, as directed by the Contract Manager.

Hypericum shall be mown one (1) time in February, to a height of three (3) inches. The mower shall be sharp; tearing or shredding of stems will not be allowed. The Contractor shall replace damaged material at their cost.

2.8.2 Groundcover and Vine Edging

Groundcovers and vines shall be edged two (2) times per month, along sidewalks, mow strips, and edges between groundcover and other plant material types throughout the contract term. Proposers shall include a groundcover and vine edging schedule on the Draft/Initial Schedule of Duties as required in Section 5.1.4.

Vines shall be edged/pruned at the bottom of the soundwall to eliminate horizontal growth into planting areas, as directed by the Contract Manager. Extreme care shall be taken to protect vine bases and shrubs, the replacement for vines or shrubs damaged due to the Contractor's activities shall be the Contractor's responsibility.

2.8.3 Groundcover and Vine Fertilization

The Contractor shall provide all materials, equipment, and labor to implement and maintain a groundcover and vine fertilization program. The Contractor shall apply fertilizer as necessary to always maintain green and healthy groundcover and vines. The Contractor shall determine the schedule, application rates, and appropriate percentages of nitrogen, potash and phosphoric acid to always maintain green and healthy groundcover and vines. No ammonium nitrate or like fertilizers shall be used at any time. All fertilizer products landing on any hardscape surface shall be removed immediately. The Contractor shall adjust irrigation schedules in accordance with manufacturer specifications to achieve maximum benefit from the application of fertilizers and weed control products.

An annual groundcover and vine fertilization plan shall be included in the Draft/Initial Schedule of Duties as required in Section 5.1.4. The Contractor shall maintain detailed records of the groundcover and vine fertilization program for inspection by City staff upon request, including all dates, locations, products used, and application rates.

2.8.4 Weed Control

Weed control requirements for landscape areas shall comply with Section 2.4 – Pesticide Application and Weed Control. In Mitigation areas, enclosures shall be considered planting areas and shall always be kept free of weeds. Where enclosures do not exist, maintained wells are considered to be a 3-foot diameter circle from the center point of the plant.

2.8.5 Cuttings and Trimmings Removal
All cuttings, trimmings, and leaf debris shall be removed from the sites upon cutting or trimming during the entire contract term. Cuttings and trimmings shall not be left on any grounds for a period of more than twenty-four (24) hours.

All organic materials and debris collected during landscape maintenance activities, including grass clippings, leaves, and shrub and tree trimmings, shall not be sent to a landfill. All organic waste shall be diverted from landfill disposal through composting, incineration, land spreading, or other methods in compliance with State and local laws and regulations. The Contractor shall provide proof of compliance with this requirement upon request by the City.

2.8.6 Weed Control in Paved, Decomposed Granite & Rock Blanket Areas
Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg), and rock blanket areas adjacent or within site shall always be kept free of weeds during the entire term of the contract. Weed control requirements for these areas shall comply with Section 2.4 – Pesticide Application and Weed Control.

Total work (sq. ft.) to be accomplished is indicated in the Data Sheet on a per-site basis. In some cases, the area to be kept free of weeds is vacant land that may contain uneven ground and/or deleterious materials that require chemical applications at the appropriate times to minimize difficult mechanical removal. The Contractor shall be responsible for weed control or removal in these areas at all times consistent with the weed control standards identified in Section 2.4 – Pesticide Application and Weed Control.

2.8.7 Fungus, Disease, Rodent and/or Insect Infestation Control
It shall be the Contractor's responsibility to always keep the area free of fungus, disease, rodents and/or insects. Any pesticides used must be on the State Department of Agriculture's approved list. All pesticides used shall be recommended by a qualified Pest Control Advisor (PCA). The PCA may either be a sub-contractor consultant to the Contractor or be on the Contractor's staff. If on the Contractor's staff, proof of qualifications shall be provided for as detailed in Section 5.2.4, Staff Experience and Qualifications.

The Contractor shall meet all government agency requirements for storage, use, disposal, and record-keeping at all times. The Contractor shall have all the current, valid permits and licenses legally required before any pesticides are used. The Contractor shall maintain application records on-site and Material Safety Data Sheets (MSDS) for all chemicals used at the sites. Storage site inspections, MSDS, permits, and licenses shall be available for review at any time by the City.

The Contract Manager shall be notified forty-eight (48) hours prior to the expected date of application of any pesticides. Pesticides must be brought to the worksite in the original manufacturer's container and appropriately labeled with guaranteed analysis. All spraying shall be done with extreme care to avoid overspray and any hazard or damages to any person, pet or adjacent property area. The Contractor shall be responsible for restitution and/or repair of any hazard or damage.

In Mitigation areas, enclosures shall be considered planting areas. Mitigation/plant enclosures shall be maintained to protect plant material from rodent or animal damage, as per original installation specifications. Where enclosures do not exist, maintained wells are considered to be a 3-foot diameter circle from the center point of the plant.

2.9. MEDIAN MAINTENANCE

Medians shall be maintained in accordance with the General Landscape Maintenance Standards in Section 2.3 and Litter and Debris Removal in Section 2.5 requirements. Median maintenance shall include vegetation control, removal of litter and debris, and maintenance of visibility and safety conditions within the median areas.

Additional median maintenance requirements include:

- full median weed control
- sweeping of rocks and soil from curb edges
- clearing debris from drainage inlets

2.10. SITE AMENITIES AND FURNISHINGS MAINTENANCE

2.10.1 Furniture Maintenance

Site garbage cans shall be cleaned, and all debris shall be removed during every site visit. Garbage cans shall be lined with a heavy-duty plastic garbage bag supplied by the Contractor. The plastic garbage bag shall fit the size of the garbage can.

Graffiti and other permanent marks, stains, etc. on-site furniture shall be reported to the Contract Manager.

2.10.2 Site Amenities

Artwork shall consist of sculptures, metal fabrications, decorative plaques/place names identifiers, decorative fencing, concrete fabrications, other structures constructed as visual attractions. Graffiti and other permanent marks, stains, etc. on Artwork shall be reported to the Contract Manager.

Flat surfaces and vertical surfaces shall include decorative concrete, colored concrete, stamped/inset concrete patterns inlays, pavers, glass blocks, rocks, and textured masonry walls. Flat surfaces and vertical surfaces around the Artwork shall be cleaned one (1) time per month from May through October. The Artwork flat and vertical surfaces shall be cleaned with brooms, soap, water and/or power washer. Removal of material shall be subject to a second cleaning if the workmanship and completeness is unsatisfactory as determined by the Contract Manager. Additional cleaning may be directed by the Contract Manager and paid on a time and material basis.

Lighting amenities shall be inspected one (1) time per month and their condition shall be reported to the Contract Manager.

2.11. WEED ABATEMENT / OPEN SPACE MAINTENANCE

Weed abatement shall be performed in unimproved open space areas, vacant parcels, and along fence lines within the contract limits or as directed by the Contract Manager. Weed abatement areas are excluded from routine "weed-free" maintenance standards in Section 2.4 and shall be maintained in accordance with this section unless otherwise directed.

Weed abatement shall consist of mowing, weed eating, or other mechanical removal methods necessary to reduce weed growth to a height not exceeding four (4) inches.

Weed abatement shall be performed once (1) per year during the month of May, or at another time as directed by the Contract Manager based on seasonal conditions, fire safety considerations, or vegetation growth.

Weed abatement activities shall be performed in a manner consistent with applicable fire prevention requirements where applicable.

Fence lines shall be cleared of weeds at the same time weed abatement is performed unless otherwise directed by the Contract Manager.

All slash, cut vegetation, and debris generated during weed abatement activities shall be collected and removed from the site and disposed of at the Contractor's expense.

Where chemical weed control is necessary in open space areas or along fence lines, pesticide applications shall comply with the requirements of Section 2.4 – Pesticide Application and Weed Control.

The estimated acreage or limits of weed abatement areas will be identified in the Data Sheet. The Contractor shall verify the limits of these areas prior to performing work.

2.11.1 Additional Weed Abatement Services and Performance Standards

The frequency identified herein represents the minimum required level of service. The Contract Manager may direct additional weed abatement services at any time when site conditions warrant, including but not limited to excessive vegetation growth, fire hazard conditions, regulatory compliance requirements, or public safety concerns.

Additional weed abatement shall be required when vegetation exceeds six (6) inches in height, or when, in the opinion of the Contract Manager, vegetation conditions constitute a potential fire hazard or nuisance condition, regardless of height.

All weed abatement activities shall achieve a finished condition with vegetation not exceeding four (4) inches in height.

During peak growing season and fire season (generally April through October), the Contractor shall monitor site conditions and be prepared to perform additional weed abatement as directed.

All additional work shall be performed as Unscheduled (Extra) Work upon authorization by the Contract Manager and shall be compensated in accordance with the unit prices or time and materials rates identified in the Cost Schedule.

Unless otherwise directed, the Contractor shall commence additional weed abatement within forty-eight (48) hours of notification. Emergency conditions identified by the Contract Manager may require a shorter response time.

Failure to perform directed additional weed abatement within the specified timeframe shall constitute non-compliance with the contract requirements.

2.12. MULCH INSTALLATION (UPON REQUEST)

As directed by the Contract Manager, the Contractor shall furnish and install mulch in landscape areas identified by the City.

Prior to installation of new mulch, excessive accumulation of existing mulch shall be removed as necessary to prevent mounding or burial of plant material. Removal of excess existing mulch necessary to achieve the specified installation depth shall be considered incidental to mulch installation unless otherwise directed by the City.

2.12.1 Mulch Material Requirements

Mulch shall consist of Grade #1 shredded bark mulch derived from clean forest products such as pine, fir, cedar, or hardwood bark. Mulch shall be brown in color unless otherwise directed by the Contract Manager. Material shall be free of cypress, weeds, soil, trash, and other foreign materials. Particle size shall range from approximately one-half inch (1/2") to three inches (3"). Mulch shall not contain treated wood, painted wood, demolition wood, or materials containing arsenic or other hazardous substances. Mulch materials delivered to the site shall be subject to inspection and approval by the City prior to installation.

The City reserves the right to reject any mulch materials that, in the judgment of the City, contain soil, excessive fines, plastic, glass, metal, treated wood, painted wood, demolition wood, or other contaminants. Any rejected material shall be removed from the site immediately and replaced with compliant material at no additional cost to the City.

2.12.2 Installation

Mulch shall be installed at a depth of three (3) inches after placement and light settlement and shall be maintained at a minimum distance of two (2) inches away from plant stems and tree trunks to prevent moisture accumulation and potential plant damage. The City may measure mulch depth at random locations within the mulched area to verify compliance.

2.12.3 Measurement and Payment

Measurement for payment shall be based on the square footage of landscape area mulched at the specified depth after installation, unless otherwise stated in the Unscheduled Work Items Cost Schedule. Loose delivered quantities shall not be used as the sole basis for payment.

Compensation for mulch installation shall be based on the applicable unit price in the Unscheduled Work Items Cost Schedule.

2.12.4 Reuse of On-Site Mulch
Mulch generated from on-site grinding operations may only be reused in landscaped areas with prior approval from the Contract Manager and shall not be billed as new mulch installation or additional mulch material.

2.12.5 Documentation
The Contractor shall provide documentation identifying the source and quantity of mulch purchased and installed for each project location when requested by the City. Documentation shall include supplier name, purchase receipts or delivery tickets, date of purchase, and the quantity of material provided for the specific project location.

Delivery tickets for mulch materials shall be provided to the Contract Manager or City representative at the time of delivery or upon request. The City reserves the right to verify delivered quantities prior to installation.

The City may require documentation demonstrating that mulch materials comply with applicable State organic waste diversion and recycled material procurement requirements, including those established by the California Department of Resources Recycling and Recovery (CalRecycle).

When requested by the City, the Contractor shall provide documentation verifying that mulch materials qualify as recovered organic waste products under applicable California Department of Resources Recycling and Recovery (CalRecycle) regulations, including SB 1383 procurement requirements. Acceptable documentation may include product specifications, supplier certification, or other documentation demonstrating compliance with State standards.

When available, mulch materials derived from recycled organic materials or compost products meeting State procurement standards may be used with approval of the Contract Manager.

The Contractor shall retain all purchase and delivery records related to mulch materials for a minimum of three (3) years and shall provide copies to the City upon request.

2.13. IRRIGATION MANAGEMENT
The selected Contractor will be solely responsible for the maintenance and proper operation of all irrigation systems. All sprinkler heads are to be adjusted as necessary for unimpeded coverage and to minimize overspray and water waste. Weekly inspections shall be performed of all irrigation systems, and the Contract Manager shall be notified within twenty-four (24) hours of any and all irrigation problems. Repairs to correct irrigation problems shall be performed within twenty-four (24) hours of notification or discovering of irrigation problems. If repairs are not made within twenty-four (24) hours, the Contract Manager may outsource the needed repairs and deduct the billable amount from the monthly billing for that landscaped section.

2.13.1 Irrigation Overspray and Runoff Control

The Contractor shall operate and maintain irrigation systems in a manner that prevents overspray onto roadways, sidewalks, bicycle lanes, or other paved surfaces to the maximum extent practicable. Sprinkler heads shall be properly adjusted, repaired, or replaced as necessary to eliminate overspray, misting, and runoff into streets, gutters, and storm drains. Upon discovery of irrigation overspray or runoff conditions, the Contractor shall take corrective action within twenty-four (24) hours to adjust, repair, or temporarily shut down the affected irrigation zone.

Irrigation shall be programmed to prevent excessive runoff, ponding, or water flowing into gutters and storm drain systems. If irrigation runoff or overspray results from malfunctioning equipment or lack of maintenance, corrective repairs shall be considered part of the Contractor's routine irrigation maintenance responsibilities.

Irrigation systems that cannot be adjusted to prevent overspray due to design limitations shall be reported to the Contract Manager with recommendations for corrective improvements.

2.13.2 Irrigation Lateral Lines – 1 inch or less in size

The selected Contractor shall be responsible for all maintenance and repairs of all irrigation system lateral lines 1 inch or less in size. All costs for maintenance and repairs for lateral lines 1 inch or less in size shall be included in the Monthly Maintenance Cost & Bid Grand Total as required in Cost Schedule. This consists of all costs for pop-up sprayer heads, bubblers, nozzles, lids, swing joints, fittings, and pipe. All replacement parts must be of same manufacturer or a similar type as approved by the Contract Manager. Responsibility for repairs shall include, but not be limited to, all required maintenance and repairs due to vandalism and "acts of God." Damage caused by vehicle collisions or third-party activity shall be compensated as Unscheduled (Extra) Work.

2.13.3 Irrigation Lateral Lines – 1-¼ inches or larger in size

The selected Contractor shall be responsible for all maintenance and repairs of all irrigation system lateral lines 1-¼ inches or larger in size. All costs for repair shall be invoiced based on unit costs or labor and materials as provided in Cost Schedule. This includes valves, rotor heads, fittings, pipes, and wiring. All replacement parts must be of the same manufacturer or a similar type as approved by the Contract Manager.

Routine irrigation maintenance activities, including adjustment of sprinkler heads, nozzle replacement, cleaning of clogged emitters, tightening of fittings, replacement of individual sprinkler heads or emitters, and minor repairs necessary to maintain proper system operation, shall be considered part of the Contractor's regular maintenance responsibilities and shall not be billed as extra work.

Extra work billing for irrigation repairs shall apply only to major repairs or replacement of damaged infrastructure, including pipe failures, valve replacement, significant wiring repairs, or other work specifically authorized by the Contract Manager.

The selected Contractor shall adjust automatic controller programs at all times for seasonal water requirements. The Contractor shall keep all irrigation heads clean of flow impediments and

adjusted properly at all times. The Contractor shall monitor the irrigation system and advise the Contract Manager of needed repairs. Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor.

The Contractor shall keep all the controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.

Proposer shall verify irrigation system locations during the proposal process.

All controllers and enclosures shall be serviced weekly, which includes:

- All station test/system check;
- Monitoring of systems to ensure station optimization;
- Battery replacement if applicable; and
- Cabinet clean-up.

The Contractor shall have sole responsibility for managing the irrigation of these sites as described in these specifications.

At any time, the City reserves the right to direct the Contractor to operate any field unit in a standalone mode. The Contractor shall assume responsibility to operate and manage the irrigation system upon notification as described in these specifications.

The Contractor shall replace the batteries as needed and be compensated in accordance with the unit price as indicated in the Cost Schedule. If the Contractor uses a non-rechargeable battery and causes damage to any controller, the Contractor shall replace or repair the controller at the Contractor's expense. Any equipment that uses rechargeable batteries shall have a rechargeable battery.

2.14. MANUAL WATERING

Manual watering may be necessary to maintain a healthy landscape. Hoses, nozzles, and sprinklers for manual watering shall be provided by the Contractor. Manual watering, which is necessary due to the Contractor's inability to repair the irrigation system, shall be at the Contractor's expense. Manual watering, which is necessary due to the Contractor's inability to repair the irrigation system due to situations outside of the Contractor's control, may be considered extra work, and compensation may be made on a time and material basis. The City reserves the right to make the determination of situations outside the Contractor's control at the City's sole discretion.

If manual watering is required, truck application shall be done during hours that minimize the impact on traffic and are subject to local traffic code. The application is recommended to occur during the nighttime/early morning hours when roadways are less traveled and not during commute hours. No weekend watering shall be permitted. Four water purveyors service the City of Rancho Cordova. The Contractor shall be responsible for obtaining any necessary permits from the water purveyor(s) where water will be drawn. All costs associated with permits and water

usage will be the Contractor's responsibility.

The Contractor shall be responsible for field monitoring the water application and recommend irrigation program modifications to the Contract Manager. The Contractor shall be responsible for troubleshooting all field-related equipment problems, identifying field-related program problems, identifying program adjustments needed to meet responsible water application parameters, and all field-related repair work.

2.15. IRRIGATION PROGRAMMING AND TESTING

Watering shall be controlled to prevent runoff, ponding, and overwatering. Irrigation programming shall be the Contractor's responsibility and may be directed by the Contract Manager to maintain proper growth. Irrigation shall be applied at hours that will ensure traffic and access are not disturbed.

The Contractor shall ensure that irrigation system operations shall be performed according to City local water agency and district policies and ordinances. These policies may regulate day of the week, frequency, and/or time of day watering. It is the Contractor's responsibility to water within these policies.

2.15.1 Backflow Prevention Assemblies

The Contractor shall test all irrigation system backflow prevention devices annually as directed by the Contract Manager. All testing shall be performed by a certified Backflow Prevention Assembly Tester or licensed plumber acceptable to the City. All costs associated with testing shall be the responsibility of the Contractor and shall be included in the contract price.

The Contractor shall provide the Contract Manager with copies of all completed backflow prevention assembly test reports within five (5) business days of testing. Test reports shall include the location of the device, the date of testing, the tester's certification information, and the pass/fail results.

All backflow prevention devices shall be maintained with an insulated protective cover installed year-round, unless otherwise directed by the Contract Manager. Protective covers shall be kept in good condition and securely installed to protect the assembly from weather exposure, vandalism, and incidental damage.

The Contractor shall inspect backflow assemblies and protective covers during routine irrigation inspections and report any missing or damaged covers to the Contract Manager.

Replacement of damaged, missing, or vandalized protective covers shall be performed as directed by the Contract Manager and compensated in accordance with the unit price identified in the Unscheduled Work Items Cost Schedule for "Backflow Preventor Insulated Cover."

The Contractor shall maintain a minimum three-foot clear working space around all backflow prevention assemblies at all times. Vegetation, mulch, soil, or other materials shall not obstruct access to the assembly, shutoff valves, or test ports.

Failure to install or maintain protective covers or maintain proper access clearance that results in damage to a backflow device shall be the responsibility of the Contractor.

2.16. UNSCHEDULED (EXTRA) WORK ITEMS

Proposers understand that not all possible unscheduled (extra) work items can be foreseen and provided with a line item, unit cost bid requests. As such, Proposers acknowledge that any work required outside of unscheduled (extra) work items in the Cost Schedule shall be negotiated between the City and the Contractor in a written "not to exceed" estimate format.

The selected Contractor is expected to perform any and all unscheduled (extra) work upon request and/or approval from the City in a timely manner.

Proposers must become familiar with the necessary scope of work before submitting a proposal. Proposers are responsible for familiarizing themselves with the areas. Failure to visit the site(s) will not constitute a basis for claims for extra or additional work caused by the Proposer's lack of knowledge of the condition of the site(s) or the scope of the work.

2.17. VEHICLE COLLISION AND INFRASTRUCTURE DAMAGE

The Contractor shall monitor landscaped areas for damage caused by vehicle collisions, vandalism, or other incidents affecting medians, irrigation systems, plant material, or landscape infrastructure.

Upon discovery of such damage, the Contractor shall:

- Immediately notify the Contract Manager of the location and nature of the damage;
- Provide photographic documentation of the affected area when feasible; and
- Take reasonable temporary measures to eliminate immediate public safety hazards, such as exposed irrigation piping, damaged stakes, or debris in the roadway.

The Contractor shall not perform permanent repairs to collision-related damage unless authorized by the Contract Manager. The Contractor shall not remove damaged plant material or irrigation components related to vehicle collisions until the City has had an opportunity to document the damage unless removal is necessary to address a public safety hazard.

Repairs associated with vehicle collisions or third-party damage shall be performed only upon direction of the Contract Manager and shall be compensated as Unscheduled (Extra) Work in accordance with the Cost Schedule.

Routine irrigation adjustments or minor repairs necessary to prevent water loss may be performed by the Contractor prior to authorization when necessary to prevent water waste or protect adjacent landscape areas.

2.18. STORM EVENT CLEANUP AND DOCUMENTATION

A significant storm event shall include high wind events, heavy rainfall, or other conditions

resulting in widespread debris or damage as determined by the Contract Manager. Following significant storm events, the Contractor may be directed by the Contract Manager to perform storm debris removal within landscaped areas, medians, rights-of-way, and other locations covered under this contract.

Storm cleanup activities may include removal of fallen branches, limbs, plant debris, sediment, and other storm-related materials affecting landscaped areas or irrigation systems.

The Contractor shall maintain daily documentation of all storm cleanup activities, including:

- Date and location of work performed;
- Description of debris removed;
- Estimated quantity of debris removed (cubic yards or tons);
- Labor hours and equipment utilized; and
- Photographic documentation of affected areas before and after cleanup, when feasible.

The Contractor shall also document the final disposal location of all storm-related debris, including:

- Name and address of disposal or recycling facility;
- Quantity of debris delivered; and
- Disposal tickets, weight receipts, or other documentation provided by the receiving facility.

All storm cleanup documentation shall be submitted to the Contract Manager within five (5) business days of completion of the work or at a frequency directed by the City.

Failure to provide required documentation may result in denial of compensation for storm cleanup work.

Storm cleanup work shall be compensated as Unscheduled (Extra) Work in accordance with the unit prices or time and materials rates identified in the Cost Schedule.

Storm debris cleanup shall be limited to debris directly attributable to a storm event or other emergency condition as determined by the Contract Manager. Routine landscape maintenance debris, including but not limited to grass clippings, seasonal leaf drop, routine pruning debris, or litter normally removed as part of regular maintenance operations, shall not be considered storm debris and shall not be eligible for additional compensation.

Storm debris cleanup activities shall only be performed upon direction from the Contract Manager unless immediate action is required to eliminate a public safety hazard.

2.19. OPTIONAL SERVICE LOCATIONS – LIGHT RAIL STATIONS

Light Rail Stations within the boundaries of the city are included as optional service sites and are contingent upon the City entering into and maintaining a separate agreement with Sacramento Regional Transit District (“SacRT”) for landscape maintenance services at those facilities.

Inclusion of these locations in this solicitation does not guarantee that services will be authorized. Services at the identified light rail stations shall commence only upon written authorization from the City.

Work at these locations shall consist primarily of weekly landscape maintenance services including litter and debris removal, trimming and pruning, composting, fertilization, chemical and mechanical weed abatement, and irrigation system monitoring and maintenance.

The Contractor shall identify landscape issues observed during routine maintenance and provide recommendations to the Contract Manager for corrective action. Corrective work shall only be performed upon direction from the Contract Manager.

Plant replacement, installation of new plant material, or irrigation system modifications shall be performed only when directed by the Contract Manager.

2.19.1 Conditional Inclusion and Removal
If the City enters into an agreement with SacRT for maintenance of the identified facilities, the Contractor shall provide services at the unit prices set forth in the Proposal for those locations.

In the event:

A. The City does not finalize an agreement with SacRT; or
B. The agreement between the City and SacRT is terminated, expires, suspended, or otherwise discontinued for any reason;

the affected light rail station locations shall be removed from the scope of services upon written notice from the City.

Upon removal:

- Compensation shall be adjusted to deduct the applicable monthly amounts associated with those locations;
- The Contractor shall have no claim for lost profits, damages, or additional compensation resulting from such removal; and
- No termination penalties shall apply.

2.19.2 Sacramento Regional Transit (SacRT) Safety and Access Requirements
For any services performed at the Light Rail Station locations identified in Table 3, the Contractor shall comply with all applicable requirements of the City's agreement with SacRT, including but not limited to safety, operational, and regulatory requirements governing work on or near rail facilities.

Prior to commencing work at any Light Rail Station location, the Contractor and all employees, subcontractors, and agents assigned to such work shall successfully complete SacRT's required safety training, including SacRT's "On Track Safety" course, and any additional safety orientation, certification, or access training required by SacRT. The Contractor shall not enter any trackway, rail clearance zone, or restricted operational area unless authorized and escorted in accordance

with SacRT safety requirements.

Only personnel who have completed all required SacRT training and maintain current certification may perform work at the Light Rail Station locations.

The Contractor shall:

A. Coordinate training scheduling with SacRT as directed by the City;
B. Ensure annual refresher training is completed as required;
C. Comply with SacRT right-of-way restrictions, access limitations, escort requirements, and safety protocols; and
D. Ensure required personal protective equipment, including high-visibility safety vests, is worn at all times while on SacRT property.

Completion of required SacRT training shall be a condition precedent to performing work at the Light Rail Station locations.

Failure to comply with SacRT safety or access requirements may result in suspension of work at those locations without additional compensation to the Contractor.

All costs associated with SacRT-required training, certifications, badging, and compliance shall be included in the Contractor's bid pricing for the Light Rail Station locations.

PRICE TABLES

Table 1: Monthly Maintenance Price Schedule

Line Item	Area Location Name	Quantity	Unit of Measure	Unit Cost	Total
1.1	California Jazz	12	1 month	$1,420.00	$17,040.00
1.2	Capital Center II (International)	12	1 month	$1,460.00	$17,520.00
1.3	Capital Center II (Zinfandel)	12	1 month	$3,045.00	$36,540.00
1.4	Capital Village	12	1 month	$3,045.00	$36,540.00
1.5	Ellenwood Ave	12	1 month	$975.00	$11,700.00
1.6	Citrus Road Bike Trail	12	1 month	$365.00	$4,380.00
1.7	Mather Heritage Trail	12	1 month	$975.00	$11,700.00
1.8	Stone Creek Bike Trail	12	1 month	$730.00	$8,760.00
1.9	Coloma Road (Sunrise Blvd to Malaga Wy)	12	1 month	$7,255.00	$87,060.00
1.10	Folsom Blvd I (Horn Rd to Mather Field Rd)	12	1 month	$2,235.00	$26,820.00
1.11	Folsom Blvd II (Mather Field Rd to Zinfandel Dr)	12	1 month	$1,115.00	$13,380.00
1.12	Folsom Blvd III (Zinfandel Dr to Sunrise Blvd)	12	1 month	$2,235.00	$26,820.00
1.13	Folsom Blvd IV (Sunrise Blvd to Hazel Ave)	12	1 month	$1,460.00	$17,520.00
1.14	Hogarth Drive	12	1 month	$975.00	$11,700.00
1.15	Routier Road (Mills Station Rd to Vanguard Dr)	12	1 month	$850.00	$10,200.00
1.16	Mather Field Rd (Mills Station Rd to Peter A McCuen Blvd)	12	1 month	$710.00	$8,520.00
1.17	International Dr I (Mather Field Rd to Data Dr)	12	1 month	$1,950.00	$23,400.00
1.18	International Dr II (Kilgore Rd to Sunrise Blvd)	12	1 month	$610.00	$7,320.00
1.19	Zinfandel Dr (Berrywood Dr to Hirschfeld Wy)	12	1 month	$365.00	$4,380.00
1.20	Sunrise Blvd I (S.Bridge St to Hwy 50)	12	1 month	$1,950.00	$23,400.00
1.21	Sunrise Blvd II (Folsom Blvd to White Rock Rd)	12	1 month	$1,220.00	$14,640.00
1.22	Sunrise Blvd III (White Rock Rd to Douglas Rd)	12	1 month	$1,220.00	$14,640.00

1.23	White Rock Rd I (Zinfandel Dr to Gold Valley Dr)	12	1 month	$1,460.00	$17,520.00
	Total				**$451,500.00**

Table 2: Unscheduled / Extra Work

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2.1	Anticipated annual budget for Unscheduled/Extra Work, included in the Bid Grand Total.	1	1 year	$100,000.00	$100,000.00
	Total				**$100,000.00**

Table 3: Optional Service Locations - Light Rail Stations

The locations identified in this table are included as optional service sites and are contingent upon the City entering into and maintaining a separate agreement with Sacramento Regional Transit District (“SacRT”) for landscape maintenance services at those facilities. Inclusion of these locations in this solicitation does not guarantee that services will be authorized. Services at the identified light rail stations shall commence only upon written authorization from the City.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3.1	Mather/Mills Station & Parking Lot	12	1 month	$1,465.00	$17,580.00
3.2	Zinfandel Station	12	1 month	$670.00	$8,040.00
3.3	Cordova Towne Station	12	1 month	$670.00	$8,040.00
3.4	Sunrise Station & Parking Lot	12	1 month	$1,465.00	$17,580.00
	Total				**$51,240.00**

Table 4: Unscheduled Work Items

The Unscheduled/Extra Work quantities shown in this table are provided for the purpose of comparing proposals. Payment for such work will be based on the actual quantities of work performed, as directed and approved by the City, unless otherwise specified in the contract. All irrigation work under this Unscheduled (Extra) Work Unit Price Schedule is limited to repair and replacement in-kind of existing irrigation system components. Work may include minor adjustments or reconfiguration necessary to restore functionality due to physical damage or obstructions, such as tree roots. System redesign, upgrades, expansion of irrigated areas, or improvements to system performance are excluded unless separately authorized by the City.

Line Item	Description	Unit of Measure	Unit Cost

4.1	Maintain additional turf	1 sq ft	$0.30
4.2	Maintain additional shrub/groundcover area per month	1 sq ft	$0.30
4.3	On-Call "Lead Person," labor as required	1 hr	$75.00
4.4	On-Call "Crew Member," labor as required	1 hr	$35.00
4.5	Operator with small equipment (skid steer, mini loader, compact track loader)	1 hr	$600.00
4.6	Small equipment (skid steer or similar) without operator	1 hr	$600.00
4.7	15-gallon tree replacement	1 ea	$220.00
4.8	Five-gallon tree replacement	1 ea	$80.00
4.9	2-2"x8' lodgepole tree stakes w/2 cinch ties	1 set	$20.00
4.10	2 tree ties	1 pair	$4.00
4.11	One-gallon shrub/groundcover replacement	1 ea	$35.00
4.12	Five-gallon shrub replacement	1 ea	$55.00
4.13	One flat groundcover (64 plant count, or greater)	1 ea	$45.00
4.14	Sod	1 sq ft	$3.00
4.15	Mulch	1 cy	$150.00
4.16	Decomposed granite	1 cy	$250.00
4.17	Rainbird #1806-PRS-SAM	1 ea	$18.96
4.18	Rainbird #1812-PRS-SAM	1 ea	$23.20
4.19	Rainbird rotor pop-up	1 ea	$14.75
4.20	Rainbird XBD Xeribird emitter	1 ea	$26.38
4.21	Rainbird #44 LRC quick coupler	1 ea	$130.46
4.22	Rainbird #1400 series pressure compensating flood bubbler	1 ea	$4.85
4.23	Hunter PGP series 4" pop-up gear driven rotor	1 ea	$11.27

4.24	Hunter PGP series 12" pop-up gear driven rotor	1 ea	$29.76
4.25	Toro FB-50-PC series stream bubbler	1 ea	$1.84
4.26	Pepco Octabubbler emitter	1 ea	$17.39
4.27	Techline/netafin dripper line per 100 ft	1 ea	$27.56
4.28	Drip irrigation Y-filter 1 1/2"	1 ea	$24.00
4.29	Drip irrigation pressure regulator 1 1/2"	1 ea	$45.00
4.30	Latching solenoid	1 ea	$25.49
4.31	1" remote control valve (installation only)	1 ea	$200.00
4.32	1-1/2" remote control valve (installation only)	1 ea	$220.00
4.33	2" remote Control Valve (installation only)	1 ea	$250.00
4.34	9-volt battery	1 ea	$8.00
4.35	9-volt rechargeable battery	1 ea	$30.00
4.36	12-volt battery	1 ea	$25.00
4.37	Backflow preventor insulated cover	1 ea	$150.00

DATA DR
QUALITY DR
INTERNATIONAL DR
CAPITAL CENTER DR
MARDI GRAS CT
DIXIELAND WAY
BRUBECK DR
RAGTIME CIR
BASIE WAY
MOONGLOW DR
RESERVE DR

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

1 - California Jazz

City of Rancho Cordova
Public Works

Sheet 1 of 23

N 0 125 250 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

WHITE ROCK RD
DATA DR
CAPITAL VILLAGE LN
QUALITY DR
CAPITAL CENTER DR
DIXIELAND WAY
RAGTIME CIR
BASIE WAY
MOONGLOW DR
BRUBECK DR
RESERVE DR
INTERNATIONAL DR
FEMOYER ST
DENKER ST
HOSPITAL WAY
PETER A MCCUEN BLVD
BELLONE WAY
BIGNEY CT
BALADA WAY
HESS CT
ABOTO WAY
BOUCHET WAY
AUVERNAT DR
AGRIA CT
VERDECA WAY
ROBOLA WAY
CAP ROCK WAY
BYINGTON WAY
BEAR HOLLOW DR
NOUVEAU WAY
WATERBROOK WAY
HUSCH WAY
RULANDER WAY
RAINSONG CIR
QUEENS ARBOR DR
AISLE 13
AISLE 8
AISLE 6
AISLE 7
ATHERSTONE DR
ALLEY 11
EADES WAY
AISLE 4
AISLE 5
ALLEY 5
AISLE 3
TOWER PARK DR
FLAGLER WAY
ALLEY 9B
ALLEY 8
NEDERLAND WAY
AISLE 2
OAKHAM DR
ALLEY 4
NOAHBLOMQUIST WAY
ALLEY 3
RUSHALL CT
MINTURN WAY
APPERLY WAY
LEA STERLING WAY
STOURPORT WAY
ALLEY 1
ALLEY 2
BRIDGEWAY DR
AISLE 1
CORRELL WAY
KILGORE RD
SLYVANER DR
OSELOT WAY
BROLIO CT
CHELMER WAY
ALLEY 16
ALLEY 17
FOXTON WAY
ALLEY 18
PROSPECT PARK DR
MERRICK WAY
PITKIN WAY
NATHROP WAY
WILEY WAY
ALLEY 12
ALLEY 13
GOSPORT WAY
AISLE 11
AISLE 12
AISLE 14
TYSLEY WAY
ALLEY 14
BARDEN DR
ALLEY 15
ARRINGTON DR
LEXIA CT
FIORE DR
TURAN CT
ALBANA WAY
SPANNA CT
PELARA WAY
PELARA CT
ROMANO CT
VIANO CT
CORVINA DR
BIANCO CT
BAROQUE DR
FABER WAY
BRIX WAY
BRIX CT
GELVANI WAY
FENDANT DR
KLEVNER
FROGS LEAP DR
TREFETHEN CT
PINELLA WAY
BAROSSA CT
BIANCO WAY
DURELLO CIR
MUSCAT WAY
WINDROW WAY
ALLEY 56
ALLEY 57
BUSHEL WAY
ALLEY 58
RUSSET WAY
ALLEY 59
BARLEY WAY
ALLEY 65
ALLEY 66
ALLEY 64
ALLEY 63
FORGE WAY
ALLEY 60
ALLEY 62
ALLEY 61
SPOTO DR
CELAR CT
ZIRONE CT
ZIRONE WAY
MERITAGE CT
MERITAGE DR
PORTICO CIR
RIOJO WAY
SOLERA DR
FINO CT
ENVERO WAY

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHERFIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

2 - Capital Center II (International)

City of Rancho Cordova
Public Works

Sheet 2 of 23

N 0 290 580 Feet

CITY OF RANCHO CORDOVA CALIFORNIA Incorporated 2003

WHITE ROCK RD
DATA DR
CAPITAL VILLAGE LN
DISK DR
ALLEY 6
ALLEY 7
ALLEY 9A
ALLEY 10
THORLEY WAY
WRAYSBURY WAY
AISLE 13
AISLE 8
ALLEY 11
EADES WAY
AISLE 4
LEA STERLING WAY
ALLEY 5
MOWBRAY WAY
AISLE 3
FLAGLER WAY
ALLEY 98
BARNSLEY DR
AISLE 6
AISLE 7
AISLE 5
BRIDGEWAY DR
ATHERSTONE DR
TOWER PARK DR
AISLE 2
NEDERLAND WAY
OAKHAM DR
ALLEY 4
NOAHBLOMQUIST WAY
MINTURN WAY
RUSHALL CT
APPERLY WAY
BRINDLEY WAY
STOURPORT WAY
AISLE 1
ALLEY 1
ALLEY 2
ZINFANDEL DR
QUALITY DR
CAPITAL CENTER DR
BASIE WAY
DIXIELAND WAY
MARDI GRAS CT
BIGNEY CT
BRIDGEWAY DR
CHELMER WAY
WITEY WAY
ALLEY 12
AISLE 10
ALLEY 13
GOSPORT WAY
AISLE 11
AISLE 14
AISLE 12
ALLEY 14
BARDEN DR
ALLEY 15
TYSLEY WAY
ARRINGTON DR
BIANCO CT
TREFETHEN CT

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

3 - Capital Center II (Zinfandel)

City of Rancho Cordova
Public Works

Sheet 3 of 23

N
0 180 360 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

DISK DR
BRIDGEWAY DR
DATA DR
ALLEY 9A
ALLEY 10
AISLE 8
AISLE 13
WRAYSBURY WAY
ALLEY 11
EADES WAY
AISLE 4
LEA STERLING WAY
ALLEY 5
MOWBRAY WAY
ALLEY 6
ALLEY 7
THORLEY WAY
FLAGLER WAY
ALLEY 9B
ALLEY 8
AISLE 7
AISLE 6
BARNSLEY DR
AISLE 5
AISLE 3
ATHERSTONE DR
TOWER PARK DR
AISLE 2
NEDERLAND WAY
OAKHAM DR
ALLEY 4
NOAHBLOMQUIST WAY
ALLEY 3
APPERLY WAY
BRINDLEY WAY
CAPITAL VILLAGE LN
MINTURN WAY
RUSHALL CT
STOURPORT WAY
ALLEY 1
ALLEY 2
AISLE 1
INTERNATIONAL DR
ZINFANDEL DR
BRIDGEWAY DR
ALLEY 16
ALLEY 17
MERRICK WAY
FOXTON WAY
ALLEY 18
AISLE 10
WILEY WAY
ALLEY 12
ALLEY 13
AISLE 14
AISLE 12
CHELMER WAY
PITKIN WAY
CORRELL WAY
HAVISHAM WAY
NATHROP WAY
SAMASCO WAY
AISLE 11
ALLEY 14
BARDEN DR
GOSPORT WAY
TYSLEY WAY
ALLEY 15
ARRINGTON DR
PELARA WAY
PELARA CT
BIANCO WAY
ROMANO CT
VIANO CT
CORVINA DR

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

4 - Capital Village

City of Rancho Cordova
Public Works

Sheet 4 of 23

N 0 150 300 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

SATOW DR
REBA CT
GOULD WAY
GLENMOOR DR
HARTSELLE WAY
BEXLEY DR
CRAWFORD WAY
PISTACHIO WAY
ROUTIER RD
DE SOTO WAY
SUNOL WAY
NUT PLAINS DR
ELLENWOOD AVE
VANGUARD DR
SKYWARD CT
WILDWIND CT
JULIANA WAY
MISTY MORNING CIR
MADDIEWOOD CIR

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

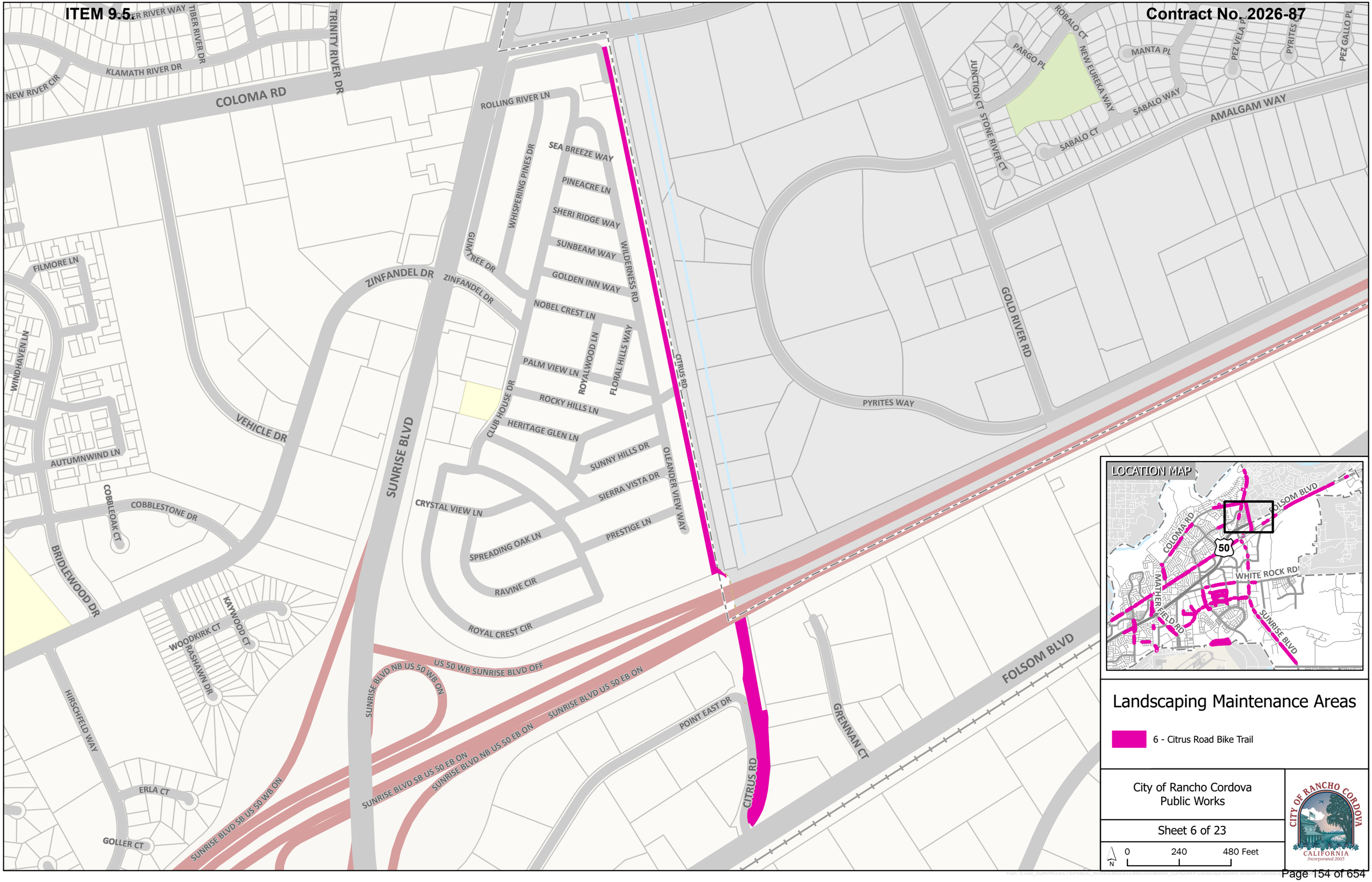
Landscaping Maintenance Areas

5 - Ellenwood Ave

City of Rancho Cordova
Public Works

Sheet 5 of 23

N 0 125 250 Feet



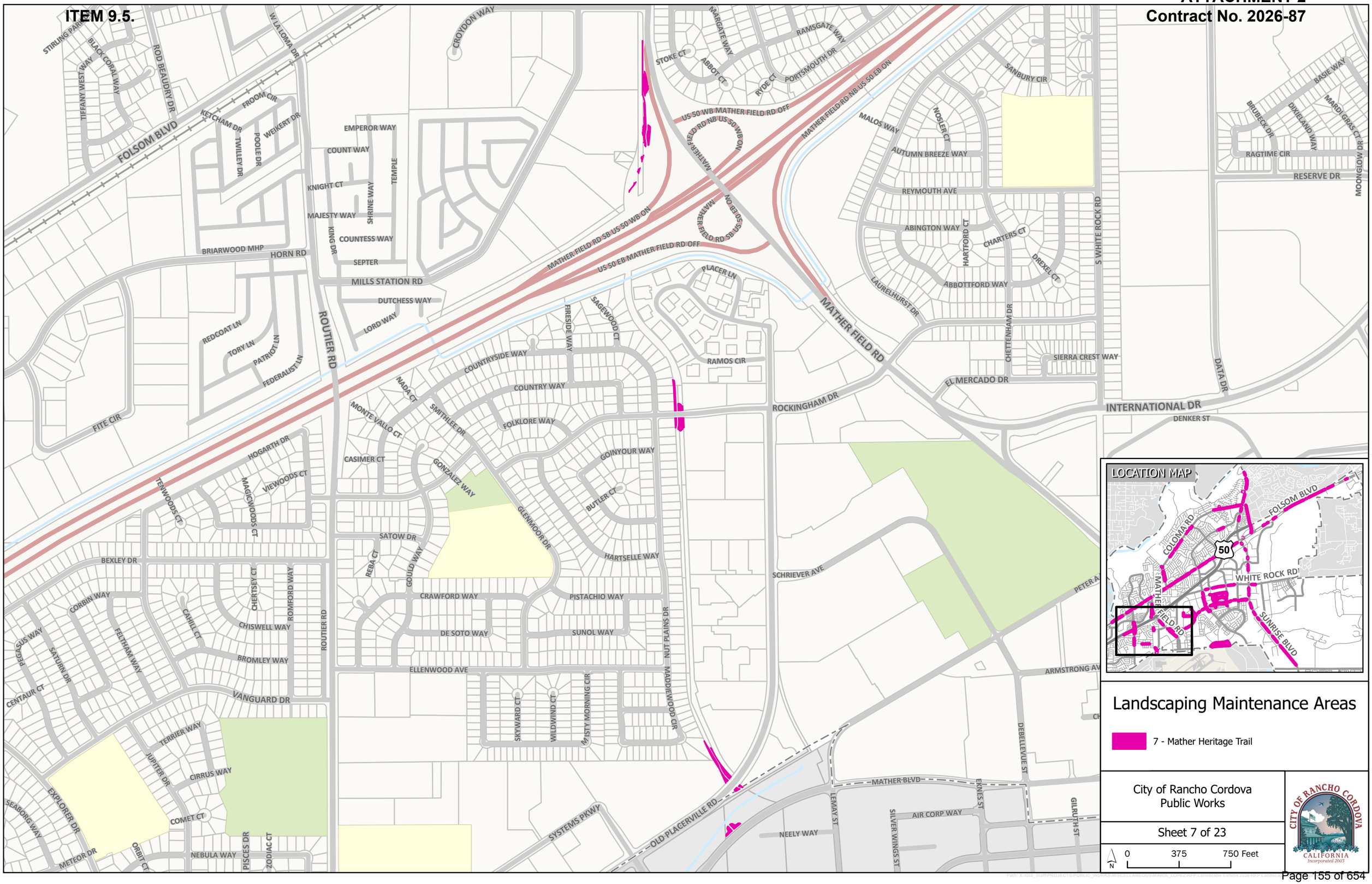
Landscaping Maintenance Areas

6 - Citrus Road Bike Trail

City of Rancho Cordova
Public Works

Sheet 6 of 23

N 0 240 480 Feet



Landscaping Maintenance Areas

7 - Mather Heritage Trail

City of Rancho Cordova
Public Works

Sheet 7 of 23

0 375 750 Feet

QUEENS ARBOR DR

PORTICO CIR

BARDOLINO WAY

SPOTO DR

BEAR HOLLOW DR

N MATHER BLVD

N MATHER BLVD

MATHER BLVD

LOCATION MAP

FOLSOM BLVD

COLOMA RD

50

WHITE ROCK RD

MATHERFIELD RD

SUNRISE BLVD

Landscaping Maintenance Areas

8 - Stone Creek Bike Trail

City of Rancho Cordova
Public Works

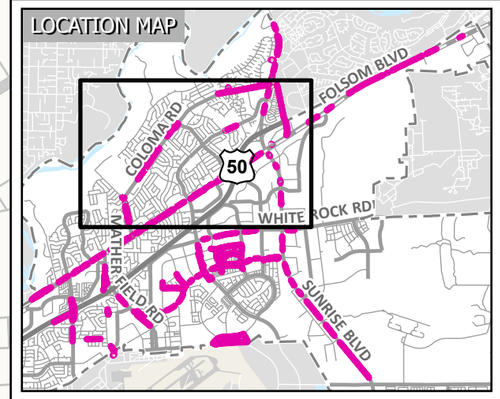
Sheet 8 of 23

N 0 150 300 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

TARSHES DR
AMERICAN RIVER
AMERICAN RIVER BIKE TRL
CHASE DR
CORDOVA CREEK
AMBASSADOR DR
COLOMA RD
ROSSMOOR DR
GAYWOOD DR
BENITA DR
CORDOVA LN
ARAMON DR
MCGREGOR DR
DON JUAN DR
LE ANN DR
BRIDLEWOOD DR
VEHICLE DR
ZINFANDEL DR
GOLD RIVER RD
AMALGAM WAY
CITRUS RD
GRENNAN CT
FOLSOM BLVD
MERCANTILE DR
SUNRISE BLVD
QUARRY CT
KILGORE RD
TRADE CENTER DR
SUN CENTER DR
PROSPECT PARK DR
COBBLEROCK DR
GOLD CAMP DR
OLSON DR
GOLD CENTER DR

LOCATION MAP



Landscaping Maintenance Areas

9 - Coloma Rd (Sunrise Blvd to Malaga Way)

City of Rancho Cordova
Public Works

Sheet 9 of 23

N 0 600 1,200 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

Path: X:\GIS_Staff\PROJECTS\PUBLIC_WORKS\BIKELANE\DISTRICT\Landscape Exhibit 2026\ITY Landscape

AMERICAN RIVER
RAVENS WAY
CAPITALES DR
EL PARQUE CIR
LA LOMA DR
E TIFFANY LN
MOSSY OAKS CT
UNNAMED RD
MODERNA CT
TIERRA GRANDE CIR
SIERRA GLEN WAY
BRAVADO DR
TOPAZ HILLS CT
CORDOVA GLEN CT
TERRA LOMA DR
W LA LOMA DR
CROYDON WAY
MATHER FIELD
STIRLING PARK DR
ROD BEAUDRY DR
ROUTIER RD
FOLSOM BLVD
TIFFANY WEST WAY
FIRE OPAL CT
KETCHAM DR
WEIKERT DR
POOLE DR
TWILLEY DR
FROOM CIR
BLACK CORAL WAY
EMPEROR WAY
COUNT WAY
TEMPLE
KNIGHT CT
SHRINE WAY
MAJESTY WAY
COUNTESS WAY
KING DR
SEPTER
CORDOVAN MOBILE HOME ESTATES MHP
MIRA DEL RIO DR
BRIARWOOD MHP
PATRIOT LN
FEDERALIST LN
REDCOAT LN
HORN RD
FITE CIR
MILLS STATION RD

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

10 - Folsom Blvd I (Horn Road to Mather Field Road)

City of Rancho Cordova
Public Works

Sheet 10 of 23

N 0 200 400 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

DOYLE WAY
DANIEL WAY
HOLMES WAY
CHASE DR
FISKE CT
NEWTON WAY
CORDOVA CREEK
EL CERCO CT
DOLECETTO DR
EL CEDRO CT
ELLENBROOK DR
BENNY WAY
LOS PALOS DR
COLOMA RD
GILBERT WAY
LOS AMIGOS DR
DAWES ST
GARRETT WAY
MALAGA WAY
TRONERO WAY
VERDELLO WAY
TORMIOLO WAY
TANNAT WAY
GANZAN WAY
AUGIBI WAY
MORETTO CT
FURMINT WAY
SALTANA WAY
CROETTO WAY
WOODBERRY WAY
REDBURN LN
ARAMON DR
RIBIER WAY
CHARBONO WAY
BARBERA WAY
VILLAGE LN
ZINFANDEL DR
COCHISE CT
PLATINUM CT
OLSON DR
FOLSOM BLVD
PAIUTE WAY
STERLING WOOD WAY
GWENDOLYN W
KACHINA WAY
CALLE DEL SOL WAY
GRAYSON WAY
HUNT DR
WESTON WAY
MILLS PARK DR
INVESTMENT CIR
BLUESTAR CT
TREEN CT
ILIFF CT
SHAWN WAY
GLENVIEW WAY
MARCEL WAY
BURTON CT
SPAULDING WAY
SILVERWOOD WAY
MILLS TOWER DR
EL GRANDE CT
EVADNA DR
BUENA PLAZA CIR
LA RUE WAY
MILLS ACRES CIR
WHITE ROCK RD
PASEO DR
MCCRACKEN DR
JOERGER ST

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

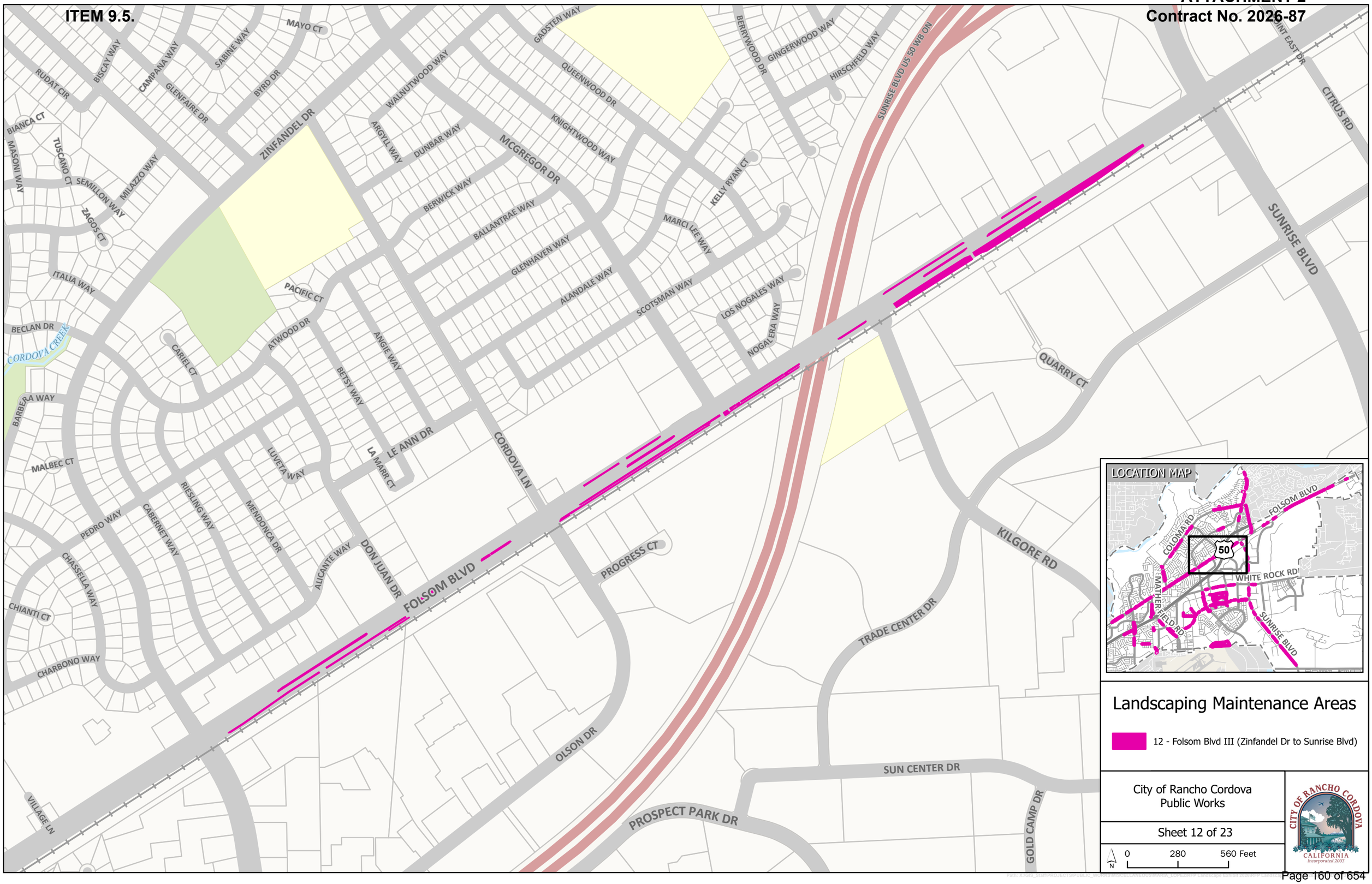
11 - Folsom Blvd II (Mather Field Road to Zinfandel Dr)

City of Rancho Cordova
Public Works

Sheet 11 of 23

N
0 240 480 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003



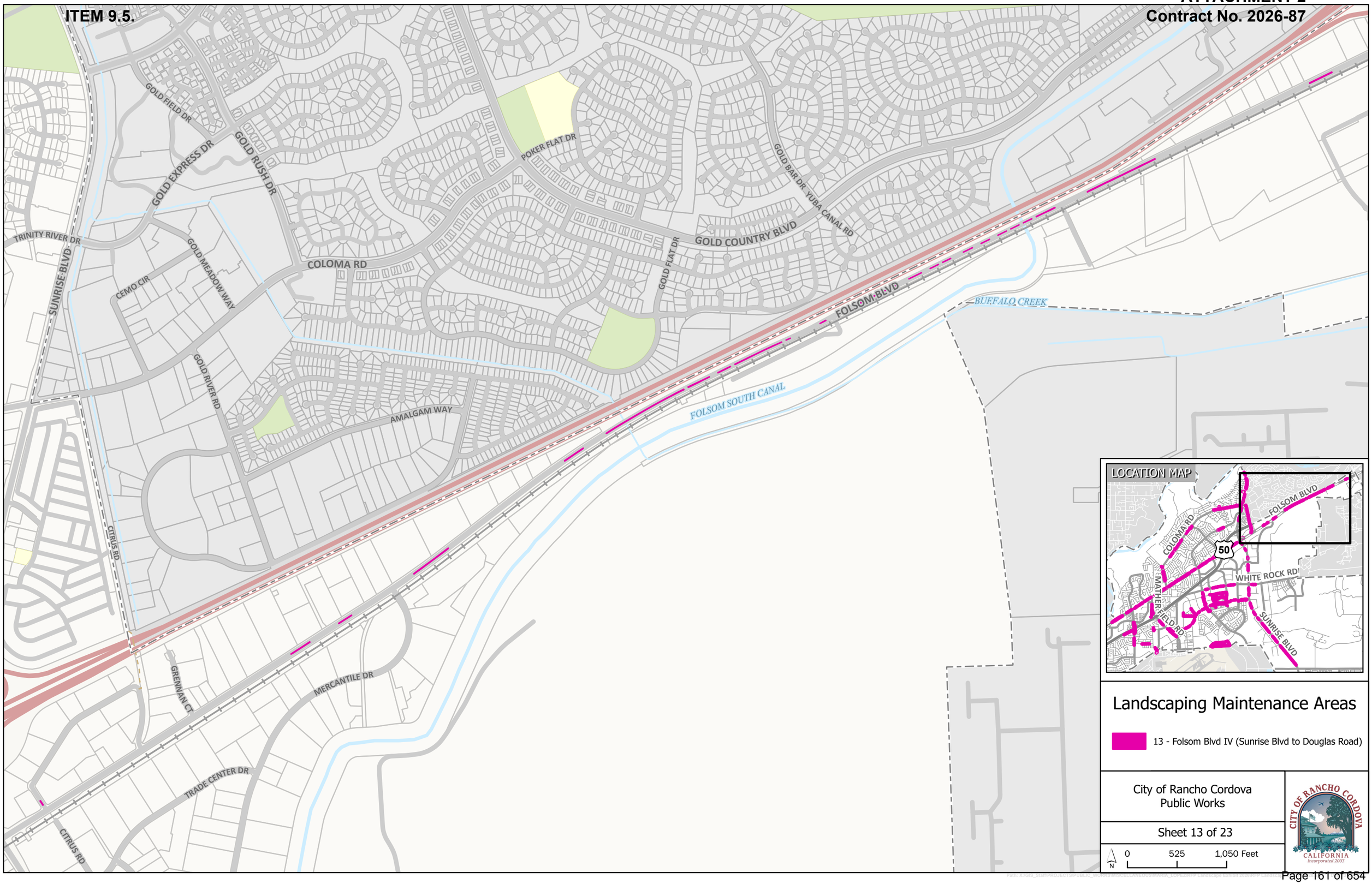
Landscaping Maintenance Areas

12 - Folsom Blvd III (Zinfandel Dr to Sunrise Blvd)

City of Rancho Cordova
Public Works

Sheet 12 of 23

0 280 560 Feet


GOLD FIELD DR
GOLD EXPRESS DR
GOLD RUSH DR
POKER FLAT DR
GOLD BAR DR
YUBA CANAL RD
GOLD COUNTRY BLVD
GOLD FLAT DR
TRINITY RIVER DR
SUNRISE BLVD
CEMO CIR
GOLD MEADOW WAY
COLOMA RD
FOLSOM BLVD
BUFFALO CREEK
GOLD RIVER RD
AMALGAM WAY
FOLSOM SOUTH CANAL
CITRUS RD
GRENNAN CT
MERCANTILE DR
TRADE CENTER DR
LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD
Landscaping Maintenance Areas
13 - Folsom Blvd IV (Sunrise Blvd to Douglas Road)
City of Rancho Cordova
Public Works
Sheet 13 of 23
N
0
525
1,050 Feet
CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

PATRIOT LN
REDCOAT LN
FEDERALIST LN
FITE CIR
ROUTIER RD
HOGARTH DR
VIEWOODS CT
TENWOODS CT
MAGICWOODS CT
BISCANEWOODS WAY

3050
3077
3111
3214
3218
3222
3226
3230
3128
3124
3120
3116
3112
3137
3141
3145
3149
3153
3157
3161
3165
3169
3173
3177
3201
3200
3204
3205
3209
3208
3213
3217
3101
10101
10100
10104
10105
10101
10100
10001
10005
10009
10013
10017
10031
10035
10041
10045
10049
10040
10044
10048
10052
10081
10047
10051
10055
10059
3110
3114
3118
3122
3126
3127
3123
3117
3201
3205
3209
3223
3227
3231
10004
10010
10016
10020
10024
10028
10032
10036
10038
10040
10044
10048
10052
10056
10060
10064
9937
9939
9943
9947
9951
9955
9957
9965
9969
9973
9977
9981
9985
9989
9993
9997
10001
10005
10009
10013
10017
10021
10025
10029
10033
10037
10041

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

14 - Hogarth Drive

City of Rancho Cordova
Public Works

Sheet 14 of 23

0 75 150 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

SEPTER
TEMPLE
MILLS STATION RD
DUTCHESS WAY
KING DR
LORD WAY
REDCOAT LN
TORY LN
PATRIOT LN
FEDERALIST LN
ROUTIER RD
MATHER FIELD RD SB US 50 WB ON
US 50 EB MATHER FIELD RD OFF
RAMOS CIR
PLACER LN
SAGEWOOD CT
COUNTRYSIDE WAY
FIRESIDE WAY
COUNTRY WAY
NADA CT
MONTE VALLO CT
SMITHLEE DR
FOLKLORE WAY
ROCKINGHAM DR
GOINYOUR WAY
BUTLER CT
HORN RD
FITE CIR
HOGARTH DR
CASIMER CT
GONZALEZ WAY
VIEWOODS CT
TENWOODS CT
MAGICWOODS CT
BISCANEWOODS WAY
SATOW DR
REBA CT
GOULD WAY
GLENMOOR DR
CRAWFORD WAY
DE SOTO WAY
ELLENWOOD AVE
SKYWARD CT
WILDWIND CT
CHERTSEY CT
ROMFORD WAY
CHISWELL WAY
CAHILL CT
BROMLEY WAY
VANGUARD DR
BEKLEY DR
CORBIN WAY
PEGASUS WAY
SATURN DR
FELTHAM WAY
CENTAUR CT

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

15 - Routier Rd (Mills Station to Vanguard Dr)

City of Rancho Cordova
Public Works

Sheet 15 of 23

N 0 200 400 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

FOLSOM BLVD
BRAVADO DR
CROYDON WAY
JOERGER ST
BLACKBURN WAY
TAISLEY DR
WINCHESTER WAY
BETLEN CT
SWANSEA WAY
MARGATE WAY
RAMSGATE WAY
STOKE CT
ABBOT CT
RYDE CT
PORTSMOUTH DR
US 50 WB MATHER FIELD RD OFF
MATHER FIELD RD NB US 50 WB ON
MATHER FIELD RD NB US 50 EB ON
MATHER FIELD RD SB US 50 WB ON
MATHER FIELD RD SB US 50 EB ON
US 50 EB MATHER FIELD RD OFF
S WHITE ROCK RD
CHETTENHAM DR
SANBURY CIR
MALOS WAY
NOSLER CT
AUTUMN BREEZE WAY
REYMOUTH AVE
ABINGTON WAY
HARTFORD CT
CHARTERS CT
DREXEL CT
ABBOTTFORD WAY
LAURELHURST DR
SIERRA CREST WAY
EL MERCADO DR
INTERNATIONAL D
DENK
MATHER FIELD RD
HOSPITAL WAY
PETER A MCCUEN BLVD
DATA
CAPITAL CENTER DR
BASIE WAY
DIXIELAND WAY
RAGTIME CIR
BRUBECK DR
RESERVE DR
MOONGLOW DR
EMPEROR WAY
COUNT WAY
KNIGHT CT
SHRINE WAY
TEMPLE
MAJESTY WAY
COUNTESS WAY
SEPTER
MILLS STATION RD
DUTCHESS WAY
KING DR
LORD WAY
PLACER LN
SAGEWOOD CT
FIRESIDE WAY
COUNTRYSIDE WAY
RAMOS CIR
COUNTRY WAY
NADA CT
MONTE VALLO CT
SMITHLEE DR
FOLKLORE WAY
CASIMER CT
GONZALEZ WAY
GOULD WAY
GLENMOOR DR
SATOW DR
REBA CT
GOINYOUR WAY
BUTLER CT
NUT PLAINS DR
HARTSELLE WAY
ROCKINGHAM DR
OLD PLACERVILLE RD
SCHRIEVER AVE

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

16 - Mather Field Rd (Croyden Way to Peter A Mccuen)

City of Rancho Cordova
Public Works

Sheet 16 of 23

0 290 580 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

ABBOTTFORD WAY
DREXEL CT
LAURELHURST DR
CHETTENHAM DR
SIERRA CREST WAY
S WHITE ROCK RD
DATA DR
FEMOYER ST
EL MERCADO DR
ROCKINGHAM DR
INTERNATIONAL DR
MATHER FIELD RD
DENKER ST
HOSPITAL WAY
SCHRIEVER AVE
PETER A MCCUEN BLVD
VON KARMAN ST
WHITEHEAD ST

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

17 - International Dr I (Mather Field Road to Data Dr)

City of Rancho Cordova
Public Works

Sheet 17 of 23

N 0 140 280 Feet

CRAWFORD DR

SUNRISE BLVD

INTERNATIONAL DR

FOLSOM SOUTH

MONIER CIR

KILGORE RD

OSELOT WAY

CRISTOM DR

TUALATIN WAY

SLYVANER DR

BROLIO CT

CASCINA WAY

11185

3241

3235

3251

3261

3213 3217 3221 3225 3229 3233 3237 3241 3245 3249 3253 3257 3261 3265 3269

3209 3205 3201

3208 3204 3200 3300 3308 3312

3301 3305 3309 3313 3317 3321 3325 3329 3300 3304 3308 3312 3316 3320 3324 3328

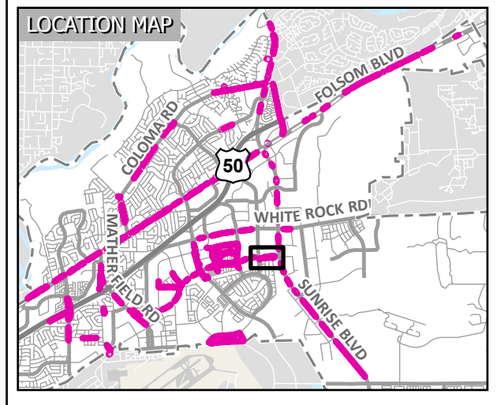
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3277 3281 3285 3289 3293 3297 3301 3305 3309

3300 3306 3310 3314

3301 3305 3309 3313 3320 3324 3328 3332

11075 11071 11065



Landscaping Maintenance Areas

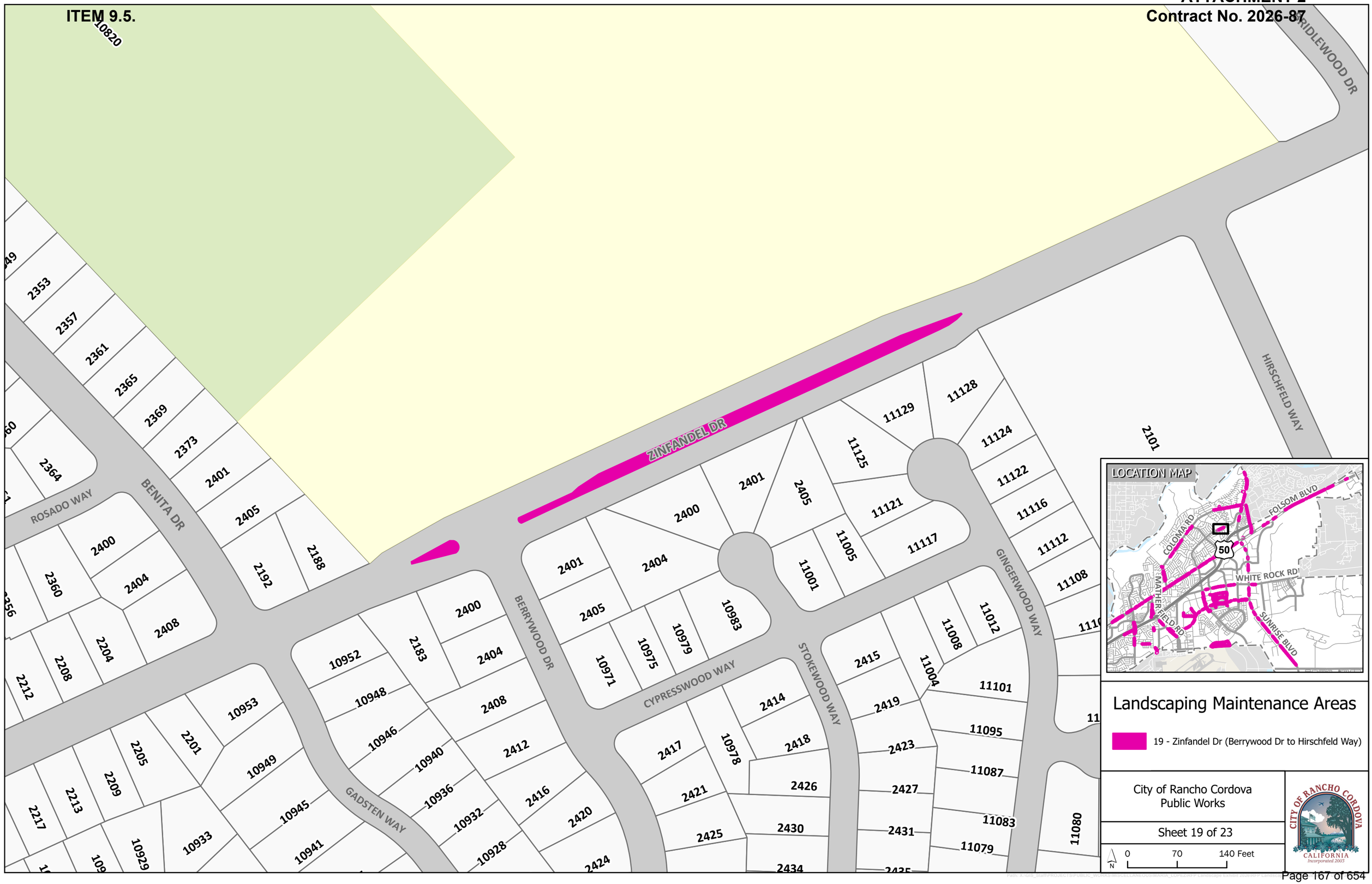
18 - International Dr II (Kilgore Road to Sunrise Blvd)

City of Rancho Cordova
Public Works

Sheet 18 of 23

N 0 80 160 Feet

CITY OF RANCHO CORDOVA CALIFORNIA Incorporated 2003



Landscaping Maintenance Areas

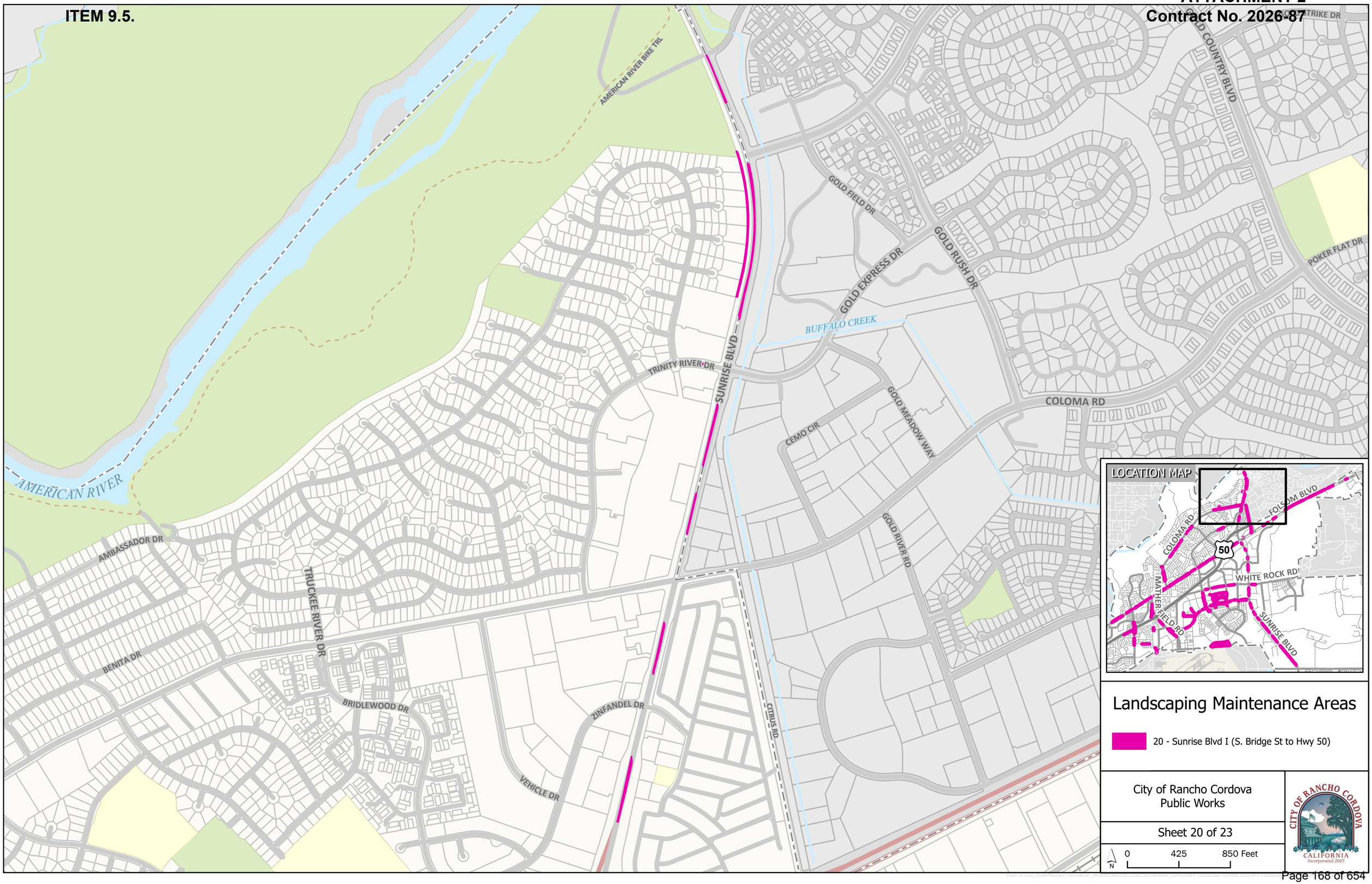
19 - Zinfandel Dr (Berrywood Dr to Hirschfeld Way)

City of Rancho Cordova
Public Works

Sheet 19 of 23

N 0 70 140 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003



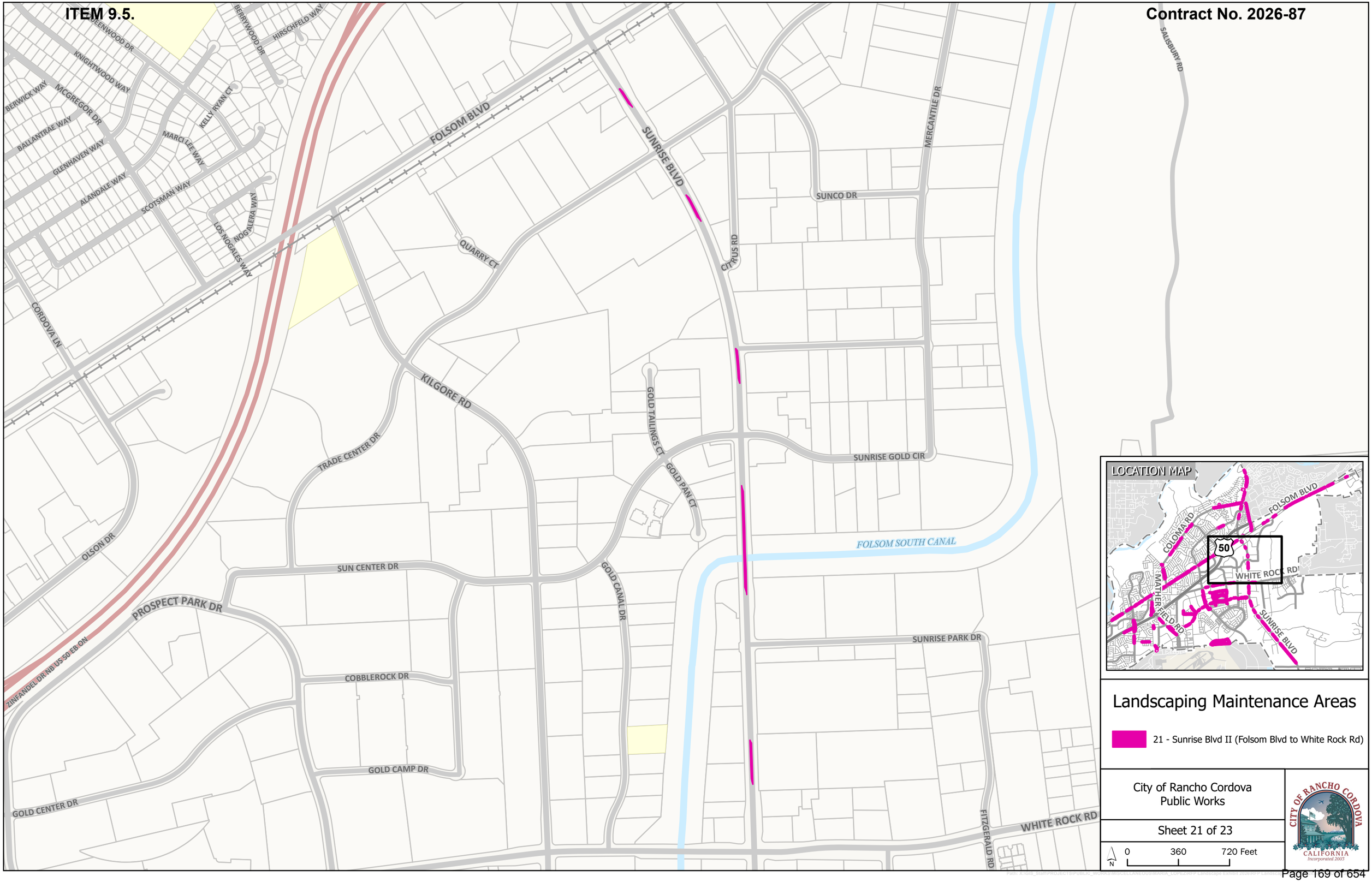
Landscaping Maintenance Areas

20 - Sunrise Blvd I (S. Bridge St to Hwy 50)

City of Rancho Cordova
Public Works

Sheet 20 of 23

0 425 850 Feet



Landscaping Maintenance Areas

21 - Sunrise Blvd II (Folsom Blvd to White Rock Rd)

City of Rancho Cordova
Public Works

Sheet 21 of 23

N 0 360 720 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

SUN CENTER DR
PROSPECT PARK DR
GOLD CANAL DR
SUNRISE PARK DR
SUNRISE BLVD
OLSON DR
COBBLEROCK DR
US 50 WB ZINFANDEL DR OFF
ZINFANDEL DR NB US 50 EB ON
ZINFANDEL DR NB US 50 WB ON
GOLD CAMP DR
GOLD CENTER DR
WHITE ROCK RD
GOLD VALLEY DR
FOLSOM SOUTH CANAL
DISK DR
BRIDGEWAY DR
LEA STERLING WAY
MOWBRAY WAY
FLAGLER WAY
ALLEY 6
ALLEY 7
THORLEY WAY
AISLE 8
ALLEY 10
ALLEY 9A
AISLE 13
BARNSLEY DR
ALLEY 11
EADES WAY
AISLE 4
AISLE 5
AISLE 7
AISLE 3
ALLEY 5
ALLEY 9B
ALLEY 8
DATA DR
ATHERSTONE DR
TOWER PARK DR
AISLE 2
NEDERLAND WAY
OAKHAM DR
ALLEY 4
ALLEY 3
CRAWFORD DR
KILGORE RD
CAPITAL VILLAGE LN
RUSHALL CT
MINTURN WAY
APPERLY WAY
NOAHBLOMQUIST WAY
INTERNATIONAL DR
STOURPORT WAY
ALLEY 2
ALLEY 1
AISLE 1
CORRELL WAY
ZINFANDEL DR
BRIDGEWAY DR
AISLE 11
AISLE 12
ALLEY 16
ALLEY 17
FOXTON WAY
ALLEY 18
MERRICK WAY
SLYVANER DR
BROLIO CT
CRISTOM DR
TUALATIN WAY
OSELOT WAY
CASCINA WAY

LOCATION MAP
FOLSOM BLVD
COLOMA RD
50
WHITE ROCK RD
MATHER FIELD RD
SUNRISE BLVD

Landscaping Maintenance Areas

22 - White Rock Rd I (Zinfandel Dr to Gold Valley Dr)

City of Rancho Cordova
Public Works

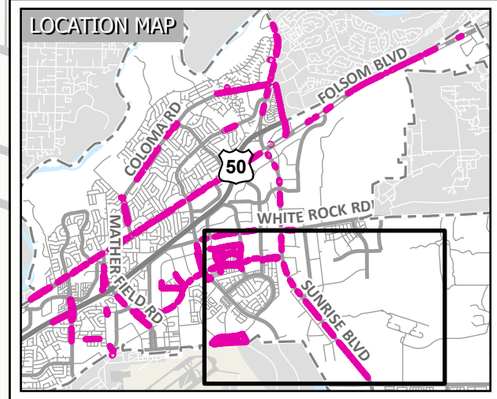
Sheet 23 of 23

0 290 580 Feet

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

WHITE ROCK RD
PROSPECT PARK DR
KILGORE RD
SANDERS DR
DATA DR
BRIDGEWAY DR
ATHERSTONE DR
TOWER PARK DR
MONIER CIR
HYDRAULIC DR
INTERNATIONAL DR
MACAL DR
RANCHO CORDOVA PKWY
BAROQUE DR
GOLD DREDGE WAY
BEAR HOLLOW DR
SPOTO DR
RECYCLE RD
FITZGERALD RD
LUYUNG DR
ZINFANDEL DR
FOLSOM SOUTH CANAL
DISMANTLE CT
MECHANICAL DR
OMEC CIR
REFINEMENT RD
SUNRISE BLVD
ELKS CIR
N MATHER BLVD
MORRISON CRE

LOCATION MAP



Landscaping Maintenance Areas

23 - Sunrise Blvd III (White Rock Rd to Douglas Rd)

City of Rancho Cordova
Public Works

Sheet 23 of 23

N 0 625 1,250 Feet

CITY OF RANCHO CORDOVA CALIFORNIA Incorporated 2003

EXHIBIT B
SPECIAL PROVISIONS

Section 3 - Special Provisions

3.1. WORK LOCATION/SITE CHANGES

Proposers acknowledge that the City reserves the right to add, delete, or change locations under the resulting contract, and may do so upon written notification to the Contractor. Any changes in contract scope of work that result in an increase or reduction in cost shall be adjusted based on negotiations between the City and the Contractor. The City expects cost negotiations to be guided by the Cost Schedule submitted by the Contractor in response to this RFP.

3.2. MOBILIZATION

Mobilization shall be in accordance with Section 8-1.03, "Payment for Mobilization," of the Standard Construction Specifications. No separate payment will be made for mobilization unless otherwise identified in the Cost Schedule.

3.3. WORK PLAN SUBMITTALS

The Contractor shall submit the following as required by these specifications for approval by the Contract Manager. The submittals shall be on a per-location basis. The submittals shall be delivered by the end of the first calendar month of the contract start date or, where applicable, one month prior to the scheduled task in accordance with these specifications.

- Weekly service schedules for all locations
- Suggestions for improving problem areas
- Turf mowing schedules as required per season
- Fertilization schedules for all landscaped areas at the frequency indicated in these specifications
- Motorola equipment annual tune-up (if part of this contract)
- Turf Aeration
- Truck watering schedules as required per season (if part of this contract)

If the schedules are not provided, and the task/work is completed, the work will be considered incomplete, and payment may be withheld.

Any future schedule changes shall be submitted to the Contract Manager for approval.

3.4. SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and advise the Contract Manager of any changes.

3.5. WORK ORDER

Requests for maintenance may be issued via a Work Order (WO). WOs are generated by City staff during regular City business hours in response to observed or reported maintenance deficiencies.

WOs shall be transmitted by e-mail directly to the Contractor or the Contractor's designated supervisor.

The Contractor shall address work associated with a WO within seven (7) calendar days unless otherwise directed by the Contract Manager or an alternate completion date is mutually agreed upon. The City may designate certain WOs as priority or emergency items requiring completion within a shorter timeframe.

Upon completion of the work, the Contractor shall notify the City in writing and provide confirmation that the WO has been completed.

Issuance of a WO shall not limit the Contractor's responsibility to address emergency conditions in accordance with the response requirements specified elsewhere in this contract.

3.6. SUBCONTRACTORS

Proposers requiring additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFP. The Contractor shall remain fully responsible for the performance, supervision, and quality of work performed by any subcontractor.

Proposers further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than sixty percent (60%) of the value of all work conducted under the executed contract.

Subcontractors performing ten percent (10%) or more of the total contract value must be identified in the proposal. Subcontractors performing less than ten percent (10%) of the contract value are not required to be listed but must comply with all licensing and insurance requirements applicable to this contract.

Any Proposer submitting a proposal that includes the use of subcontractors shall submit all subcontractor information required within the Proposal Submittal.

Substitution of any listed subcontractor after contract award shall require prior written approval from the City and must comply with applicable provisions of the California Public Contract Code.

3.7. PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of one (1) year of experience in grounds maintenance work. Experience must include the use of gardening tools and operation of commonly used equipment. Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or identification card.

The Contractor may use pesticides and herbicides to complete the contracted obligations. All pesticides, herbicides, fertilizers, and other materials shall be used in accordance with

manufacturer requirements, State law and regulations, and City ordinances and regulations. The Contractor shall have all current, valid permits and licenses legally required before any pesticides are used.

The Contractor and its employees shall have direct experience in the use of various central control irrigation systems. Experience shall include programming and the troubleshooting of field operations and equipment. In the event the Contractor's staff is not experienced and City Property is damaged as a result of the Contractor's inability, the Contractor shall be liable for repair or replacement. City staff may require the Contractor's staff to demonstrate knowledge of technical controller operations and programming at a city site.

3.7.1 Staffing and Crew Requirements

The Contractor shall provide sufficient staffing and equipment to perform all work required under this contract at the frequencies and service levels specified.

The Contractor shall not reduce staffing levels, crew sizes, or equipment assignments in a manner that results in a decline in maintenance quality or the inability to meet required service frequencies.

At the request of the Contract Manager, the Contractor shall provide documentation of crew assignments and work schedules for sites covered under this contract.

If the City determines that staffing levels are insufficient to maintain the required level of service, the Contractor shall provide adequate staffing levels to meet service requirements as defined in this contract.

The City reserves the right to conduct field observations of contractor crews to verify staffing levels and equipment utilization.

3.8. LICENSES

Contractor and staff who are supplying services under this agreement shall at all times possess and carry a valid driver’s license issued by the State of California and have all applicable certifications and licenses.

3.9. REGULATORY COMPLIANCE AND SAFETY REQUIREMENTS

The Contractor shall plan and conduct the work to comply with all applicable local, State, and Federal rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable Federal, State, and local laws, rules and regulations including but not limited to “Occupational Safety and Health Standards” promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

3.10. CONDUCT

Contractor's employees, officers, and representatives shall not identify themselves as being employees of the City of Rancho Cordova. Employees shall conduct themselves in such a manner that reflects positively on the City. Drivers shall be courteous and conscientious when driving to, at, and from work sites. The City retains the right to require a particular operator to be removed from working on this contract.

3.10.1 Safety Standards and Accident Prevention

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall comply with all applicable Laws and Regulations relating to the safety and protection of persons and property.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices listed in the Cost Schedule and no separate payment will be made.

3.11. DISMISSAL OF UNSATISFACTORY EMPLOYEES

Attention is directed to Section 6, "Legal Relations and Responsibilities" of the Sacramento County Standard Construction Specifications.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Public Works Maintenance & Operations Manager, an employee of the Contractor is disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, the employee shall be removed from all work under this contract. The Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

All personnel employed by the Contractor shall comply with the City's Harassment policy. Noncompliance with this policy shall be grounds for dismissal under the provisions of this Section. A copy of this policy will be provided to the contractor prior to commencing work.

Failure by the Contractor to remove an unsatisfactory employee from contract sites will result in withholding of payment. Failure by the contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30-day time period will result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

3.12. PAYROLL RECORDS

The Contractors' attention is directed to Section 6-1.03, "Payroll Records," of the Sacramento County Standard Construction Specifications. The Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections

16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by the Contractor's Subcontractors.

3.13. PREVAILING WAGE

Proposers acknowledge the Prevailing Wage Requirements as detailed in the Sample Contract. Pursuant to Labor Code Section 1770, the Contractor and the Contractor's Subcontractors shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel, and subsistence, as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1773.

3.14. INSPECTION

The Contractor may receive an inspection report from the Contract Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager will inform the Contractor of urgent deficiencies for immediate attention or repairs. Inspection by City staff may occur the following day the Contractor has serviced the areas.

Lack of inspections by the City staff does not relieve the Contractor of its obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of its obligations to provide services as required by these specifications. Schedules as required by these specifications shall be submitted and used as a guide for the City inspection schedules. Inspection may be scheduled to occur the following day the Contractor has serviced the area(s).

3.15. FAILURE TO PERFORM

If the Contractor, or its representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager will specify the reasons and locations as applicable in writing. Failure by the Contractor to correct any deficiencies within seven (7) calendar days of notification by Contract Manager may result in withholding of payment. Failure by the Contractor to correct any deficiencies within fourteen (14) calendar days or more may result in formal written warning (30-day notice) to the Contractor specifying that such deficiencies must be corrected. Failure by the Contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damage to property caused by the Contractor’s inability to meet specification shall be recovered by withholding payments. The Contractor and its surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

The City reserves the right to procure similar services from other contractors if the Contractor fails to meet performance standards.

3.16. PAYMENT

At the end of each month, the Contractor shall submit invoices to the City for regular monthly

maintenance work, and unscheduled emergency maintenance work requested and approved by the City. The City may require invoices to be separated by service area, funding source, or other administrative structure. The City will pay the Contractor within thirty (30) calendar days of receipt of a correct invoice.

The Contractor's routine maintenance invoice shall include:

- Invoice Number
- Invoice Date
- Period Service Provided (Date from – Date to)
- Location(s) of Service (listed with site specific plan number)

The Contractor's unscheduled (extra) work invoice shall include:

- Invoice Number
- Invoice Date
- Period Service Provided (Date from – Date to)
- Location(s) of Service (listed with site specific plan number)
- A breakdown of work completed with a description of the work performed, job itemization giving employee(s)' actual hours worked, equipment and material costs, and total cost for the work performed.

Billing shall be submitted via email to mlopez@cityofranchocordova.org or mailed to the following address:

ATTN: Maria Lopez
City of Rancho Cordova
3303 Luyung Drive
Rancho Cordova, CA 95742

3.17. WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager as not meeting the requirements of the specifications, the City shall withhold monthly payments or percentages thereof for work not completed, or until work is completed in accordance with the contract specifications. The City shall withhold monthly payments or percentages thereof for work that is not completed on schedule.

To provide funds to cover the cost of any City of Rancho Cordova facilities or plant materials damaged by the Contractor, the City shall withhold monthly payments until the damages are repaired. In the event repairs are not made the City shall withhold monthly maintenance payments to fund the necessary repairs. The Contractor shall be responsible for damages to the City of Rancho Cordova facilities or plant materials due to the Contractor's failure to perform the services in accordance with these specifications. Expenses to cover damages shall be solely the Contractor's, and repairs shall meet with approval of the Contract Manager.

3.18. NON-BILLABLE AREAS – CAPITAL IMPROVEMENT PROJECTS (CIP)

3.18.1 Exclusion of Areas Under Construction

The Contractor shall not invoice the City for landscape maintenance services within any area that is under active construction as part of a City Capital Improvement Project (CIP), whether performed by the City or by a third-party contractor.

For purposes of this section, an area shall be considered "under construction" when:

- The City has issued a Notice to Proceed for a CIP project affecting the site;
- The area has been physically disturbed, fenced, barricaded, or otherwise rendered inaccessible for routine maintenance; or
- The City has provided written or email notification identifying the limits and effective date of the construction impact.

3.18.2 Suspension of Services

Upon notification by the City, maintenance services within the identified limits shall be suspended for the duration of the construction activity. No compensation shall be paid for services not performed in these areas during the suspension period.

The Contractor shall coordinate with the City's Project Manager and/or Contract Administrator to confirm the boundaries of impacted areas and the anticipated duration of suspension.

3.18.3 Adjustment to Service Area and Compensation

The City reserves the right to:

- Deduct affected acreage or site components from the Contractor's monthly service totals; or
- Issue a written service-level adjustment reflecting the temporary reduction in scope.

Any adjustment shall be prorated based on the portion of the site rendered unavailable and the duration of the construction period.

No deduction will be made for temporary impacts affecting less than 25% of the total site acreage or lasting fewer than 60 consecutive calendar days.

3.18.4 Resumption of Services

Maintenance services shall resume only upon written authorization from the City following substantial completion or formal release of the area for routine maintenance. The Contractor shall not recommence services in CIP areas without City direction.

3.19. COMPENSATION AND PRICE ADJUSTMENTS

Fixed Pricing – Initial Three (3) Years

All unit prices and rates proposed shall remain firm and fixed for the first three (3) years of the Agreement. No cost-of-living, CPI-based, or other adjustments shall be permitted during this period.

CPI Adjustment – Beginning Year Four

Commencing in Year Four (4) of the Agreement, and for each subsequent contract year including any exercised extension term, the Contractor may request an annual rate adjustment subject to the following conditions:

A. Any adjustment shall be based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), San Francisco–Oakland–Hayward, CA Area, as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS).

B. The adjustment shall be calculated using the most recent twelve (12) month percentage change published prior to the Contractor's request.

C. Any increase shall not exceed three percent (3%) per contract year.

D. In the event the CPI reflects a negative change, rates shall remain unchanged for that contract year.

E. CPI adjustments shall apply only to the upcoming contract year and shall not be retroactive.

Request Procedure
The Contractor shall submit a written request for any CPI adjustment, including supporting BLS documentation, no later than sixty (60) days prior to the start of the applicable contract year.

Failure to submit a timely written request shall constitute a waiver of any CPI adjustment for that year.

3.20. PRESERVATION OF PROPERTY

Attention is directed to Section 13-1.01 "Preservation of Property" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damage caused by the Contractor's personnel or equipment shall be promptly repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

3.21. TRAFFIC MAINTENANCE

Attention is directed to Section 12-3, "Public Safety and Traffic Control," of the Sacramento County Standard Construction Specifications, the Uniform Manual of Traffic Control Devices (the latest edition of the California Supplement), and these Special Provisions.

Typically, a minimum of one (1) traffic lane (not less than 3.66 m (12 feet wide), per direction, may be closed for closure during construction activity, or as defined within the approved traffic control plan. All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. No work that interferes with public traffic shall be performed between 3:30 p.m. and 8:30 a.m. except work required under Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety" or by special approval of the Contract Manager.

Prior to performing any work under this contract the Contractor shall prepare and submit a Traffic Control Plan (TCP) to the Contract Manager for review. Note: To avoid delays, the Contractor is encouraged to submit in advance several standard TCP's covering the most common maintenance situations anticipated, prior to the start of the contract period. All night work (if any) requires a MANDATORY TCP, for each occurrence.

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the Contract Manager four (4) working days in advance of performing said operation. The Contractor must receive written approval from the Contract Manager prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the Contract Manager is based upon general conformance with Federal, State, and local regulations and standards and does not relieve the Contractor of responsibility for the safety of its workers and the public.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, for any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location. Noncompliance may result in work stoppage by the Contract Manager and/or City Inspector.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made.

3.22. SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 12-1.09 B, "Noise" of the Sacramento County Standard Construction Specifications.

The noise level from the Contractor's operations, between the hours of 8:00 p.m. and 7:00 a.m., shall not exceed 86 dbA at a distance of 15 meters (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, including but not limited to trucks, transit mixers or other equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed.

3.23. COOPERATION

The Contractor's attention is directed to Section 5-5, "Cooperation with Other Entities," of the Sacramento County Standard Construction Specifications. The Contractor shall notify United Service Alert (USA) prior to commencing any excavation: Underground Service Alert (USA) – 811.

3.24. EXISTING UTILITIES

Attention is directed to Section 6-11 “Existing Utilities” of the Sacramento County Standard Construction Specifications and these Special Provisions.

The toll-free number for Underground Service Alert (U.S.A.) is 811. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to ensure that its operations do not harm any existing underground facilities not specifically mentioned or shown on the plans.

3.25. PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 12-2, "Public Convenience and Safety," of the Sacramento County Standard Construction Specifications. The Contractor shall limit operations to weekdays between the hours of 7:00 A.M. to 6:00 P.M., unless otherwise approved by the Contract Manager.

No work will commence before 8:30 A.M. on the City’s main arterial and collector streets without prior written approval from the Contract Manager.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Manager. Prior to closure of a driveway, the Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure and twenty-four (24) hours' notice for emergency repairs if feasible.

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties and property owners’ specific needs for driveway and pedestrian access at all times.

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices listed in the Cost Schedule in Section 4 and no additional compensation will be allowed, therefore.

3.26. OBSTRUCTIONS

The Contractor shall exercise due caution in performing work so as not to damage the utilities. The work specified shall be so conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate its work with the utility companies where utilities are to be relocated or set to grade.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required by the Contractor following the provisions in Section 12, “Safety, Public Convenience, and Traffic Control,” of the Sacramento County Standard Construction Specifications.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

3.27. EROSION, SEDIMENT AND WATER POLLUTION CONTROL

The Contractor's attention is directed to Section 10-4, "Erosion, Sediment, and Water Pollution Control," of the Sacramento County Standard Construction Specifications, and these Special Provisions.

The Contractor shall minimize erosion, discharge of pollutants, and transport of sediments during all aspects of work. Erosion and sediment control shall conform to the requirements of Sacramento County's "Erosion and Sediment Control Guidelines". That document is available, for a fee, from the Water Resources Division, County of Sacramento.

3.28. DUST CONTROL

The Contractor's attention is directed to Section 17, "Dust Control," of the Sacramento County Standard Construction Specifications. The Contractor shall be responsible for dust control. The Contractor shall diligently control dust resulting from its operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 17-2, "Dust Palliative," of the Standard Construction Specifications.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays. Whenever the Contractor shall appear negligent in controlling dust, the Contract Manager may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

3.29. STANDARD CONSTRUCTION SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted November 2024 and all revisions pertaining thereto, and this RFP shall control all work to be done under this contract. A copy of the Standard Construction Specifications may be obtained at the Cashier's window, County Administration Building, 827 Seventh Street, Room 105, Sacramento, CA 95814.

3.30. STATE SPECIFICATIONS AND STATE STANDARD PLANS

State Specifications and State Standard Plans, when referred to, shall be the 2023 issue. Copies of the State Specifications and State Standard Plans may be obtained from the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; telephone (916) 263-0822.

3.31. PRECEDENCE

In the event of a conflict between the Sacramento County Standard Construction Specifications and the State Specifications/Standard Plans, the Standard Construction Specifications shall govern. These Special Provisions shall govern over both the Standard Construction Specifications and State Specifications/Standard Plans in the event of a conflict.

3.32. CODES AND LEGAL REQUIREMENTS

A. All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
B. Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
C. When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

3.33. GUARANTEE

Excepting only items of routine maintenance, ordinary wear and unusual abuse or neglect, Contractor shall guarantee all work executed by Contractor and Subcontractors, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to the City as a part of the work pursuant to the Contract, to be free of all defects of workmanship and materials for a period of one year after acceptance of work under each Work Order issued as a part of the Contract by the City. The Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period for irrigation work and ninety (90) days for plant material without expense or charge of any nature whatsoever to the City.

In the event that the Contractor fails to comply with the conditions of the foregoing guarantee within ten (10) working days after written notice of a defect, the City shall have the right, but not the obligation, to repair or cause the repair of such defect, and the Contractor shall pay to the City, upon demand, all costs and expenses of such repair.

Notwithstanding the foregoing, if any defect in workmanship or materials results in a condition that constitutes an immediate hazard to health, safety, or property, the City shall have the right to immediately repair, or cause the repair of, such defect without prior notice to the Contractor, and the Contractor shall pay to the City, upon demand, all costs and expenses of such repair. Such repairs may include temporary or permanent measures, as determined in the sole discretion of the City.

EXHIBIT C
INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Contractor, 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 Contractor and its agents, representatives, employees, and subcontractors. Contractor 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. Contractor 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 Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor 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. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

1. Workers' Compensation. Contractor 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 Contractor. 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, Contractor 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 Contractor, 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. Contractor shall notify City within fourteen (14) days of notification from Contractor'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 Contractor does not have any employees.

2. Commercial General and Automobile Liability Insurance.

2.1 General requirements. Contractor, 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.

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.

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 Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. 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 Contractor 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. Contractor shall notify City within fourteen (14) days of notification from Contractor'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

3. All Policies Requirements.

3.1 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.

3.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor 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.

3.3 Subcontractors. Contractor 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.

3.4 Deductibles and Self-Insured Retentions. Contractor 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, Contractor 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 Contractor 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.

3.5 Waiver of Subrogation. Contractor 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 Contractor, its employees, agents, and subcontractors.

3.6 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, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4. Remedies. In addition to any other remedies City may have if Contractor 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 Contractor'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 Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

MEMORANDUM

ITEM 9.6.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-82 WITH WEST COAST ARBORISTS, INC. IN AN AMOUNT NOT TO EXCEED $1,497,150 FOR TREE MAINTENANCE SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2026-82 with West Coast Arborists, Inc. in an amount not to exceed $1,497,150 for tree maintenance services and ensure continued maintenance of the city's urban forest.

BACKGROUND

Well-maintained trees contribute to the safety, appearance, and environmental health of Rancho Cordova neighborhoods, streetscapes, and public facilities. Routine tree maintenance supports the long-term health of the city's urban forest, enhances community aesthetics, reduces potential hazards, and helps protect public infrastructure and property. In addition to routine maintenance activities, the contract will support Community Engagement Division initiatives including community tree planting events and stump removal activities funded through Measure R and General Fund programs.

The work scope includes maintenance services for city-owned and maintained trees, including tree pruning, tree planting and removal, stump grinding, tree inventory services, and 24/7 emergency response services.

On April 3, 2026, staff issued a Request for Proposals (RFP) for on-call tree maintenance services beginning July 1, 2026. The RFP was advertised through the city's website and OpenGov. The city received four proposals in response to the RFP. Proposals were evaluated based on cost, experience, available resources, responsiveness, and demonstrated ability to support the city's urban forest program.

Following review of the proposals, West Coast Arborists, Inc. was determined to provide the best overall value to the city. The firm demonstrated extensive experience performing similar services, a strong understanding of city service expectations, competitive pricing, and a proven

record of successful performance as the city's current contractor. References confirmed satisfactory past performance and reliability.

Staff recommends awarding Contract No. 2026-82 to West Coast Arborists in an amount not to exceed $1,497,150.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this contract includes a combination of special districts, Measure A, H, and R, the Stormwater Utility Fund, the General Fund, and the Public Works operating budget.

Sufficient funding is included in the adopted fiscal year budget.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2026-82

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-82 WITH WEST COAST ARBORISTS, INC. IN AN AMOUNT NOT TO EXCEED $1,497,150 FOR TREE MAINTENANCE SERVICES

WHEREAS, the city solicited proposals for tree maintenance services under the requirements of state law on April 3, 2026; and

WHEREAS, the city received four proposals on April 29, 2026; and

WHEREAS, West Coast Arborists, Inc. was determined to provide the best overall value to the city, receiving the highest overall score during the evaluation process. The firm demonstrated extensive experience performing similar services, a strong understanding of city service expectations, competitive pricing, and a proven record of successful performance as the city's current contractor; and

WHEREAS, the work scope includes maintenance for city-owned and maintained trees, including tree pruning, tree planting and removal, stump grinding, tree inventory, and 24/7 emergency services; and

WHEREAS, adoption of this Resolution will allow the City Manager to execute a contract with West Coast Arborists, Inc. in an amount not to exceed $1,497,150; and

WHEREAS, the services will exceed the maximum amount the City Manager is authorized to approve; and

WHEREAS, the contract would be funded by a combination of special districts, Measure A, H, and R, the Stormwater Utility Fund, the General Fund, and the Public Works operating budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-82 with West Coast Arborists, Inc. in an amount not to exceed $1,497,150 in a form approved by the City Attorney for tree maintenance services.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND WEST COAST ARBORISTS, INC.**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and West Coast Arborists, Inc. (herein "Contractor"), as of July 1, 2026.

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor 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.

SECTION 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2031, unless the term of this Agreement is otherwise terminated as provided for in Section 10. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 10.

SECTION 3. CONTRACT ADMINISTRATOR. This Agreement shall be administered by Victor Ramos ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

SECTION 4. COMPENSATION OF CONTRACTOR. The Contractor shall be paid One million, Four Hundred Ninety-Seven Thousand, One Hundred Fifty Dollars and Zero Cents ($1,497,150.00) for performance of the Services pursuant to this Agreement. The Contractor shall submit invoices to the City Finance Director on a monthly basis detailing the Services performed. In the event of a conflict between this Agreement and Exhibit A regarding the amount of compensation, the Agreement shall prevail. Upon receipt and approval of the Contractor's invoices, the City shall remit payment to the Contractor for Services provided within thirty (30) days. Payment to Contractor shall be considered as full compensation for performing the Services.

City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Contractor to correct such work or billings or seek any other legal remedy.

SECTION 5. PERFORMANCE STANDARDS. Contractor shall comply with all applicable laws now in force or which may hereafter be in force with regard to the provision of Services and this Agreement. Contractor represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged and in accordance with applicable industry standards. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

SECTION 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor 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 Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and

assignment of personnel; however, otherwise City shall not have the right to control the means and methods by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Contractor are employees and agents of Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor 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, Contractor 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. Contractor shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

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

SECTION 7. INSURANCE REQUIREMENTS. Prior to beginning any Services under this Agreement, Contractor, at its own cost and expense, shall procure insurance coverage at such levels of coverage, scope, limits, and/or forms as set forth in Exhibit B ("Insurance Requirements") hereto. Contractor shall provide proof satisfactory to City of such insurance and maintain the insurance throughout the term of this Agreement.

SECTION 8. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

8.1 General Requirement. Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor

acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

8.2 PERS Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor 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 Contractor 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.

8.3 Prevailing Wages. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1 and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "Prevailing Wage Laws"), and be responsible for carrying out the requirements of such provisions. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City its officers, agents, employees and representatives, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel selected by the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction or performance of the Services, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

SECTION 9. NONDISCRIMINATION AND EQUAL OPPORTUNITY. Contractor 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 Contractor under this Agreement. Contractor 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 Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

SECTION 10. TERMINATION AND MODIFICATION. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

10.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

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

10.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor 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 Contractor for any otherwise reimbursable expenses incurred during the extension period.

10.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

10.4 Assignment and Subcontracting. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

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

10.5.1 Immediately terminate the Agreement;

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

10.5.3 Retain a different Contractor to complete the services described in Exhibit A not finished by Contractor; and

10.5.4 Charge Contractor 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 Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 11. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

SECTION 12. NOTICES. All notices that are regarding this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Any written notice to City shall be sent to:

ATTN: Victor Ramos
City of Rancho Cordova
3303 Luyung Drive
Rancho Cordova, CA 95742

Any written notice to Contractor shall be sent to:

ATTN: Victor Gonzalez
West Coast Arborists, Inc.
401 Slobe Avenue
Sacramento, CA 95815
vgonzalez@wcainc.com

SECTION 13. CONFLICT OF INTEREST. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Contractor 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.

Contractor 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 Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor 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.

SECTION 14. GOVERNING LAW AND VENUE. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.

SECTION 15. ATTORNEYS' FEES. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions 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.

SECTION 16. 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.

SECTION 17. NO IMPLIED WAIVER OR BREACH. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any breach of that term or any other term of this Agreement.

SECTION 18. SURVIVAL. The obligation of this Agreement, which by their nature would continue beyond the term or expiration of the Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

SECTION 19. IRS FORM W-9. Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. This City's Finance Director shall have authority to waive this requirement.

SECTION 20. 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.

SECTION 21. ENTIRE AGREEMENT. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the insurance requirements attached hereto and incorporated herein as Exhibit B, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

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

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date:_____

CONTRACTOR

_____
Victor Gonzalez, Vice President

Date:_____

EXHIBIT A
SCOPE OF SERVICES

Section 2 - Scope of Services

2.1. WORK GUIDANCE

The selected Contractor shall be aware of, and shall comply with, City ordinances governing trees and tree maintenance services, ANSI A300 Tree Management Standards, ISA Best Management Practices, ANSI Z133 Tree Care Safety Standards, and traffic control regulations during work, as applicable to individual circumstances and locations being maintained.

The Contractor is responsible for obtaining and complying with an Encroachment Permit from the County of Sacramento for any pruning or maintenance activities performed within their right-of-way.

A preliminary copy of the City's contract for On-Call Tree Maintenance Services is attached to this RFP as "Sample Contract". The contract shall bind the selected Contractor to perform work in accordance with this RFP.

2.2. DESCRIPTION OF WORK EXPECTATIONS

All Proposers accept and confirm by submission of a signed proposal in response to this RFP, that work to be performed by the selected Contractor is comprised of tree maintenance services.

The City's expectations from the selected Contractor include, but are not limited to:

- **Workmanship:** All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by industry Contractors to be best practice. All work completed by the selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with the operation and public usage of City owned facilities.

- **Safety:** All services, supplies, and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. The Contractor's employees shall wear O.S.H.A. approved safety vests and personal protective equipment at all times during contract work.

- **Hazards and Vandalism:** Any hazards or acts of vandalism shall be reported immediately to the Contract Manager and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the Contract Manager. Hazards that create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

- **Response:** When notified by the City of an emergency situation, the Contractor shall arrive on site within two (2) hours of the time of notification. The selected Contractor is expected to be able to respond to any location within this two (2) hour window. A

communications system must be in place that allows the City to contact the Contractor at any time, twenty-four (24) hours a day, seven days a week. Failure to respond adequately may result in immediate termination of the contract.

- **City Policy:** The selected Contractor shall be aware of, and shall comply with, City ordinances governing tree maintenance.

- **Equipment:** The selected Contractor must furnish all tools and equipment needed to provide a high level of workmanship, to ensure continuous and safe operation, and complete work in accordance with the current City standard specifications. The City may require demonstration of equipment during the selection process of this RFP.

- **Experience:** The selected Contractor shall have experience in the use of professional equipment systems for On-Call Tree Maintenance Services. In the event the Contractor's staff is not experienced and City property is damaged as a result of the Contractor's inability, the Contractor shall be responsible for repair or replacement. The City may require a demonstration of such experience during the selection process of this RFP.

The City may make periodic inspections of all facilities covered by this agreement at periodic intervals. The purpose of these inspection tours shall be to evaluate the effectiveness, adequacy and acceptability of the Contractor's performance in On-Call Tree Maintenance Services in accordance with the provisions of this agreement. The City may, during the periodic inspection tours, identify and communicate to the Contractor, areas of unsatisfactory work or of inadequate performance by the Contractor. The result of each inspection shall be made available to the Contractor in writing. The Contractor shall correct such identified unsatisfactory work or inadequate performance within forty-eight (48) hours and shall submit in a written report to the City reflecting such corrective actions.

Prior to the commencement of any work, a pruning specification plan shall be provided, unless otherwise directed by the Contract Manager and/or their designees.

Additionally, an email notification shall be sent to the Contract Manager and/or their designees each time a crew is dispatched to perform work under this contract, and again before the crew departs the site.

The Contractor shall furnish all tools, equipment, fuel, apparatus, facilities, labor, services, and materials. Maintenance will include trees on public and private property. Tree pruning, planting, removal, and maintenance services shall be performed according to the most current editions of the following benchmark standards:

A. American National Standards Institute (ANSI) A300 Pruning Standards
B. ANSI Z133.1 Safety Standards
C. ISA Best Management Practices

The work includes, but is not limited to, the following services:

2.2.1 Wildlife Protection:

Prior to beginning any work in the vicinity of a tree, each tree shall be visually surveyed from all sides for the sole purpose of detecting the presence of bird nests (including cavity-nesting species) or any type of wildlife. If a nest is found and determined to be active, no work of any kind shall be performed in that tree without written permission from the City's designated representative.

At no time shall any nest or wildlife be removed or disturbed. If wildlife is accidentally displaced during the course of work, the Contractor shall immediately notify the City representative for further direction and assistance.

2.2.2 Tree Inventory:

The City maintains a comprehensive tree inventory within a Geographic Information System (GIS). This system serves as the central repository for electronic records, documenting street addresses, tree identification numbers, trees species, and brief description of work performed. To ensure the integrity of this database, all work-related data is expected to align with the City's GIS environment, with updates typically integrated within one week of work completion.

The inventory infrastructure is built to be fully compatible with the latest version of ESRI ArcGIS. The system is designed to facilitate exports in shapefile (.shp) format and provides an interface for City staff and consultants to create work orders and review historical data.

2.2.3 Organic Waste Management:

All vegetative material generated in the execution of work under this contract shall be diverted from landfill disposal through urban wood recycling, aerobic or anaerobic composting, incineration, or land application, in accordance with all applicable local, and green waste regulations. The Contractor is responsible for the proper disposal of any diseased or pest-infested trees.

The Contractor shall maintain source-separated organic waste, ensuring it remains separate from all other waste generated during the performance of services for the City. The Contractor shall transport all source-separated organic waste to an Approved Organic Waste Recycling Facility. Approved facilities may include compostable material handling operations, transfer/processing operations or facilities, or solid waste landfills that recycle organic waste.

The Contractor shall maintain records of the quantities of organic waste delivered to each Approved Organic Waste Recycling Facility. Records shall be submitted to the City on a schedule to be determined by the City.

Records include, but not limited to, the following:

- Delivery receipts and/or weight tickets from the receiving facility.
- If a facility does not have on-site scales, or its scales cannot accurately weigh the

Contractor's vehicle, the Contractor is not required to record the material's weight but must document the name of each facility or entity that received the organic waste.

2.3. TREE PRUNING

Tree pruning includes all activities necessary to maintain and improve tree health, structure, and safety. Pruning work under this contract includes crown cleaning, structure pruning, and clearance pruning. All tree pruning shall follow the natural system and comply with ANSI A300 standards, including Section 5.4: Young Tree Pruning and Annex B: Specification Writing Guidelines.

The Contractor shall provide written pruning specifications for each grid-pruning area, identifying the number of cuts, the type of cuts (reduction, removal, or heading), and the specific location and part type.

Pruning tools shall be disinfected before and after pruning each tree to maintain proper sanitation and prevent the spread of pests or disease. Climbing spikes or spurs shall not be used on any tree identified for pruning; their use is permitted only when performing tree removals.

Crown Cleaning

Crown cleaning consists of removing dead, diseased, detached, or broken branches 1 inch in diameter or larger to reduce the risk of branch failure and prevent decay from spreading into the tree. Cleaning is the preferred pruning method for mature trees and includes the removal of branches with cracks or other defects that may predispose them to failure. Care shall be taken to avoid excessive removal of interior live branches, which can lead to a concentration of foliage at branch ends—a practice known as "lion-tailing," which is unacceptable.

Structure Pruning

Structure pruning involves removing selected live branches and stems to improve orientation, spacing, growth rate, and the strength of attachment. This practice is used on young and medium-aged trees to promote a stable, well-balanced structure. On large, maturing trees, structure pruning is performed to reduce defects, improve spacing of primary branches along the central leader, and minimize the failure potential of included branch attachments.
Common structure-pruning techniques include:

- Subordination cuts to reduce competing stems and encourage a dominant central leader.
- Crown raising to create appropriate clearance while maintaining structural integrity.
- Crown thinning to reduce wind load, improve light penetration, and enhance branch spacing.
- Removal of competing leaders to establish a single, well-defined central leader.
- Reduction of overextended branches to reduce leverage and breakage risk.
- Correction of defective or weak attachments, including branches with included bark.

Clearance Pruning

Clearance pruning includes the selective removal or reduction of branches to provide adequate

vertical and horizontal clearance for pedestrians, vehicles, buildings, streetlights, traffic signals, fences, and other infrastructure, as directed. After clearance pruning, the tree shall retain a live crown ratio of not less than 66 percent. Structural pruning may be incorporated by the City as part of clearance pruning to improve long-term tree form and stability.

Palm Tree Pruning

Palm tree pruning shall be limited to the removal of dead, broken, and strongly chlorotic fronds. Live, healthy fronds shall not be removed. Fronds shall be severed close to the petiole base without damaging living trunk tissue. Palm fruit, flowers, and loose petiole bases shall be removed only when they pose a safety risk.

2.4. TREE REMOVAL

Tree removal includes the complete removal of trees, including the stump, from public or private property as directed by the City.

Any unauthorized or accidental removal of trees shall be subject to penalties up to the appraised value of the tree. The value shall be determined using the trunk formula technique described in the most recent edition of the *Guide for Plant Appraisal*, or by using the City's in-lieu fee. The Contractor shall be penalized based on the higher of the two values.

The Contractor shall be held liable for any loss-of-control incidents occurring during removal operations and shall be responsible for all resulting damages and associated costs.

Stumps shall be ground immediately following the felling of the tree bole. If stump grinding cannot be completed on the same day, a high stump shall be left in place, and the Contract Manager or designee shall be notified. The remaining stump must be fully ground within five (5) business days of the initial response.

2.5. STUMP GRINDING

Stump grinding includes the grinding and removal of tree stumps, surface roots, and all associated chips and debris on public or private property, as directed by the City.

The Contractor shall notify Underground Service Alert (USA) – 811 prior to performing any stump-grinding activities.

Once the process of stump removal or associated root removal begins, the Contractor shall assume full responsibility for any damage that may occur as a result of the work.

2.6. TREE PLANTING

The Contractor shall notify Underground Service Alert (USA) – 811 prior to commencing any excavation.

Before excavation, the Contractor shall remove all existing grass and weeds, including roots, within the designated planting area. Sod from the excavation may be reused—flipped upside

down—to construct a berm around the planting hole, or it may be disposed of at the Contractor's expense.

The planting hole shall be prepared according to the following requirements:

- The hole shall be at least twice the width of the root ball or 3 feet in diameter, whichever is greater, and centered on the tree locate mark.
- For planting events coordinated with volunteers on private property through the Urban Forest Program and the Sacramento Tree Foundation, the Contractor shall prepare planting holes 3 feet in diameter centered on the tree locate mark.
- The sides of all planting holes shall not be glazed.
- The depth shall not exceed the height of the tree's root flare.

If circling roots are present, the outer encircling roots shall be loosened or pruned to prevent future girdling. The root flare shall be exposed and positioned 2–3 inches above grade. All tags and bindings shall be removed prior to planting to prevent accidental girdling of the trunk or branches.

Any competing leaders may be pruned, with the less dominant leader removed, to reduce the likelihood of future structural defects.

After planting, the tree shall be watered thoroughly until the surrounding soil is fully saturated.

Mulch shall be applied following the 3-3-3 rule: a uniform 3-inch-thick layer, placed 3 inches away from the trunk, in a circle with at least a 3-foot diameter around the tree.

Upon completion, all nursery stakes shall be removed, unless otherwise directed by the Contract Manager and/or their designees. Two new wooden stakes shall then be installed, placed outside the mulch zone and driven securely into the soil.

2.7. EMERGENCY SERVICES

Emergency Services include unforeseen or unscheduled maintenance tasks that must be performed on short notice due to potential impacts on public safety and convenience. These tasks are considered safety-critical. When notified by the City of an emergency situation, the Contractor shall arrive on site within two (2) hours of the time of notification.

The Contractor shall maintain a local telephone number where they can be reached twenty-four (24) hours per day, seven days per week, including holidays.

Emergency Work Procedures

Emergency Work generally includes, but is not limited to, the following steps:

- Receipt and confirmation of the requested task;
- Initial response to the site and evaluation of the problem and site conditions;

- Implementation of appropriate traffic controls;
- Performance of the required task;
- Field check to confirm proper operation and restoration of the site to a safe condition;
- Submission of before-and-after photos documenting the completed work;
- Logbook entry detailing the time, date, nature of the maintenance task performed, and a verbal report to the City when appropriate.

2.8. UNSCHEDULED (EXTRA) WORK

Proposers understand that not all possible Unscheduled (Extra) Work items can be foreseen and provided with a line item in the Cost Schedule. As such, Proposers acknowledge that any and all work required outside of the Unscheduled (Extra) Work items listed in the Cost Schedule shall be negotiated between the City and the Contractor in a written "not to exceed" estimate format. Unscheduled (Extra) Work includes non-routine services such as emergency response, storm cleanup, and other City-directed work; is highly variable and may fluctuate significantly from year to year based on weather, site conditions, and City direction; and is not guaranteed, as the City does not guarantee any minimum quantity of Unscheduled (Extra) Work.

Proposers must become familiar with the necessary scope of work before submitting a proposal. Proposers are responsible for familiarizing themselves with the areas. Failure to visit the site(s) will not constitute a basis for claims for extra or additional work caused by the Proposer's lack of knowledge of the condition of the site(s) or the scope of the work.

The selected Contractor is expected to perform any and all unscheduled (extra) work upon request and within thirty (30) days of receiving approval from the City, or within an alternative timeline mutually agreed upon by the Contractor and the City.

2.9. ARBORIST CONSULTING AND REPORTS

This work is not required and will only be performed upon request from the City.

Arborist consulting services include the inspection of trees located on public or private property, along with the preparation and submittal of an opinion report by a certified arborist. These services generally involve:

- Assessing tree health, structure, condition, and site factors;
- Identifying potential risks, defects, or maintenance needs;
- Evaluating species suitability, pest or disease concerns, and environmental impacts;
- Providing written findings, recommendations, and professional opinions based on the specific situation or assignment.

2.10. TREE INVENTORY

The City may request the Contractor to perform field inventory of trees as new trees are planted or identified.

Comprehensive entries for new trees include species, size, condition, planting date (if known),

and specific location attributes.

While trees may be added to the system year-round, condition assessments are ideally captured during late spring through early fall to ensure accurate identification and health grading.

2.11. STORM EVENT CLEANUP AND DOCUMENTATION

Following significant storm events, the Contractor may be directed by the Contract Manager to perform storm-related tree cleanup within areas covered under this contract. Tree-related cleanup activities may include removal of fallen branches, limbs, or other tree debris that pose hazards or obstruct access.

The Contractor shall maintain daily documentation of all storm cleanup activities, including:

- Date and location of work performed;
- Description of debris removed;
- Estimated quantity of debris removed (cubic yards or tons);
- Labor hours and equipment utilized; and
- Photographic documentation of affected areas before and after cleanup, when feasible.

The Contractor shall also document the final disposal location of all storm-related debris, including:

- Name and address of disposal or recycling facility;
- Quantity of debris delivered; and
- Disposal tickets, weight receipts, or other documentation provided by the receiving facility.

All storm cleanup documentation shall be submitted to the Contract Manager within five (5) business days of completion of the work or at a frequency directed by the City.

Failure to provide the required documentation may result in denial of compensation for storm cleanup work.

Storm cleanup work shall be compensated as Unscheduled (Extra) Work in accordance with the unit prices or time-and-materials rates identified in the Cost Schedule. Such cleanup is limited to debris directly attributable to a storm event or other emergency condition, as determined by the Contract Manager.

Storm debris cleanup activities shall only be performed upon direction from the Contract Manager, unless immediate action is required to eliminate a public safety hazard.

PRICE TABLES

TABLE 1: FIVE YEAR PRUNING CYCLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Year 1 (Fiscal Year 26 - 27) Area C	1,205	Trees	$154.00	$185,570.00
2	Year 2 (Fiscal Year 27 - 28) Area D	1,279	Trees	$154.00	$196,966.00
3	Year 3 (Fiscal Year 28 - 29) Area E	1,329	Trees	$154.00	$204,666.00
4	Year 4 (Fiscal Year 29 - 30) Area A	1,286	Trees	$154.00	$198,044.00
5	Year 5 (Fiscal Year 30 - 31) Area B	1,376	Trees	$154.00	$211,904.00
TOTAL					**$997,150.00**

TABLE 2: UNSCHEDULED/EXTRA WORK - COMMUNITY TREE PLANTINGS & STUMP REMOVALS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2.1	Unscheduled (Extra) Work	5	1 year	$50,000.00	$250,000.00

TABLE 3: UNSCHEDULED/EXTRA WORK - STORMWATER FACILITIES (BASINS, CREEKS, AND CHANNELS)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3.1	Unscheduled (Extra) Work	5	1 year	$50,000.00	$250,000.00

TABLE 4: UNSCHEDULED WORK ITEMS

The Unscheduled/Extra Work quantities shown in this table are provided for the purpose of comparing proposals. Payment for such work will be based on the actual quantities of work performed, as directed and approved by the City, unless otherwise specified in the contract.

Line Item	Area Location Name	Quantity	Unit of Measure	Unit Cost	Total
4.1	Tree Pruning - labor	1	Hourly	$105.00	$105.00
4.2	Tree Pruning - supervisor	1	Hourly	$105.00	$105.00
4.3	Tree Pruning - superintendent	1	Hourly	$105.00	$105.00
4.4	Tree & Stump Removal - per person	1	Hourly	$105.00	$105.00
4.5	Stump Grinding - per person	1	Hourly	$105.00	$105.00
4.6	Planting Hole Prep - per person	1	Hourly	$105.00	$105.00
4.7	Single tree planting #5 (City provides tree, stakes, & ties)	1	Each	$65.00	$65.00
4.8	Single tree planting #5 (Contractor provides tree, stakes, & ties)	1	Each	$105.00	$105.00
4.9	Single tree planting #15 (City provides tree, stakes, & ties)	1	Each	$150.00	$150.00
4.10	Single tree planting #15 (Contractor provides tree, stakes, & ties)	1	Each	$250.00	$250.00
4.11	24/7 Emergency Services: Nights & Weekends - per pserson	1	Hourly	$145.00	$145.00
4.12	Tree Inventory - per person	1	Hourly	$105.00	$105.00
4.13	Arborist Consulting	1	Hourly	$175.00	$175.00
4.14	Crane Service	1	Hourly	$195.00	$195.00

EXHIBIT B
SPECIAL PROVISIONS

Section 3 - Special Provisions

3.1. WORK LOCATION/SITE CHANGES

Proposers acknowledge that the City reserves the right to add, delete, or change locations under the resulting contract, and may do so upon written notification to the Contractor. Any changes in contract scope of services that result in an increase or reduction in cost shall be adjusted based on negotiations between the City and the Contractor. The City expects cost negotiations to be guided by the Cost Schedule submitted by the Contractor in response to this RFP.

3.2. MOBILIZATION

Mobilization shall be in accordance with Section 8-1.03, “Payment for Mobilization,” of the Sacramento County Standard Construction Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation shall be allowed, therefore.

3.3. SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and advise the Contract Manager of any changes. The competent superintendent shall possess a current International Society of Arboriculture (ISA) Certified Arborist credential and have the Prescription Pruning Qualification from the Western Chapter ISA.

3.4. WORK ORDER

Requests for maintenance are made via a Work Order (WO). WOs are originated by City staff during regular City business hours in response to observed or reported maintenance deficiencies. Delivery of the written WO’s will be via e-mail and be made directly to the Contractor or designated supervisor. While initial contact with the Contractor may be directly by phone, this will always be followed up with a written WO. Delivery of the written WO's shall be via email and will be made directly to Contractor or designated Supervisor.

Requests for service after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the Contractor by phone. A written WO will be generated on the next regular business day and sent via email.

3.5. SUBCONTRACTORS

Proposers requiring additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFP. The Contractor shall remain fully responsible for the performance, supervision, and quality of work performed by any subcontractor.

Proposers further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than sixty percent (60%) of the value of all work conducted under the executed contract.

Subcontractors performing ten percent (10%) or more of the total contract value must be identified in the proposal. Subcontractors performing less than ten percent (10%) of the contract value are not required to be listed but must comply with all licensing and insurance requirements applicable to this contract.

Any Proposer submitting a proposal that includes the use of subcontractors shall submit all subcontractor information required within the Proposal Submittal.

Substitution of any listed subcontractor after contract award shall require prior written approval from the City and must comply with applicable provisions of the California Public Contract Code.

3.6. PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of two (2) years of experience in tree maintenance work. Experience must include use of typical tools and operation of commonly used equipment. The Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or identification card.

3.7. LICENSES

The Contractor and staff who are supplying services under this agreement shall at all times possess and carry a valid driver's license issued by the State of California and have all applicable certifications, accreditations, and licenses.

3.8. REGULATORY COMPLIANCE AND SAFETY REQUIREMENTS

The Contractor shall plan and conduct the work to comply with all applicable Federal, State, and local rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable Federal, State, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

3.9. CONDUCT

The Contractor's employees, officers, and representatives shall not identify themselves as being employees of the City of Rancho Cordova. Employees shall conduct themselves in such a manner that reflects positively on the City. Drivers shall be courteous and conscientious when driving to, at, and from work sites. The City retains the right to require a particular operator to be removed from working on this contract.

3.9.1 Safety Standards and Accident Prevention

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall comply with all applicable Laws and Regulations relating to the safety and protection of persons and property.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation shall be allowed, therefore.

3.10. DISMISSAL OF UNSATISFACTORY EMPLOYEES

Attention is directed to Section 6, "Legal Relations and Responsibilities" of the Sacramento County Standard Construction Specifications.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Public Works Maintenance & Operations Manager, an employee of the Contractor is disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

All personnel employed by the Contractor shall comply with the City's Harassment policy. Non-compliance with this policy shall be grounds for dismissal under the provisions of this Section. A copy of this policy will be provided to the Contractor prior to commencing work.

Failure by the Contractor to remove an unsatisfactory employee from contract sites will result in withholding of payment. Failure by the Contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30-day time period will result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

3.11. PAYROLL RECORDS

The Contractors' attention is directed to Section 6-1.03, "Payroll Records," of the Sacramento County Standard Construction Specifications. The Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by the Contractor's Subcontractors.

3.12. PREVAILING WAGE

Proposers acknowledge the Prevailing Wage Requirements as detailed in the Sample Contract.

Pursuant to Labor Code Section 1770, the Contractor and the Contractor's Subcontractors shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel, and subsistence, as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1773.

3.13. INSPECTION

The Contractor may receive an inspection report from the Contract Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager will inform the Contractor of urgent deficiencies for immediate attention or repairs. Inspection by City staff may occur the following day the Contractor has serviced the areas.

Lack of inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his obligations to provide services as required by these specifications. Schedules as required by these specifications shall be submitted and used as a guide for City staff inspection schedules. Inspection will be scheduled to occur the following day the Contractor has serviced the area(s).

3.14. FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification by the Contract Manager may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the Contractor specifying that such deficiencies must be corrected. Failure by the Contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damage to property caused by the Contractor’s inability to meet specification shall be recovered by withholding payments. The Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

3.15. PAYMENT

At the end of each month, the Contractor shall submit invoice(s) to the City for regular monthly maintenance work, and unscheduled emergency maintenance work requested and approved by the City. The City will pay the Contractor within thirty (30) calendar days of receipt of correct invoice.

The Contractor’s routine maintenance invoice shall include:

- Invoice Number
- Invoice Date
- City’s Contract Number

- Period Service Provided (Date from – Date to)
- Location(s) of Service

The Contractor's unscheduled (extra) work invoice shall include:

- Invoice Number
- Invoice Date
- City's Contract Number
- Period Service Provided (Date from – Date to)
- Location(s) of Service (listed with site specific plan number)
- A breakdown of work completed with a description of the work performed, job itemization giving employee(s)' actual hours worked, equipment and material costs, and total cost for the work performed.

Billing shall be submitted via email to vramos@cityofranchocordova.org or mailed to the following address:

ATTN: Victor Ramos
City of Rancho Cordova
3303 Luyung Drive
Rancho Cordova, CA 95742

3.16. WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager as not meeting the requirements of the specifications, the City shall withhold monthly payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold monthly payments or percentages thereof for work that is not completed on schedule.

To provide funds to cover the cost of any City of Rancho Cordova or private facilities or plant materials damaged by the Contractor, the City shall withhold monthly payments until the damages are repaired. In the event repairs are not made the City shall withhold monthly maintenance payments to fund the necessary repairs. The Contractor shall be responsible for damages to the City of Rancho Cordova private facilities or plant materials due to the Contractor's failure to perform the services in accordance with these specifications. Expenses to cover damages shall be solely the Contractor's, and repairs shall meet with approval of the Contract Manager.

3.17. PRESERVATION OF PROPERTY

Attention is directed to Section 13-1.01 "Preservation of Property" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damage caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities will be replaced in kind and size.

All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation shall be allowed, therefore.

3.18. TRAFFIC MAINTENANCE

Attention is directed to Section 12-3, "Public Safety and Traffic Control," of the Sacramento County Standard Construction Specifications, the Uniform Manual of Traffic Control Devices (the latest edition of the California Supplement), and these Special Provisions.

Typically, a minimum of one (1) traffic lane (not less than 3.66 m (12 feet wide), per direction, shall be allowed for closure during construction activity, or as defined within the approved traffic control plan. All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. All work that interferes with public traffic shall be performed between 8:30 a.m. and 3:30 p.m., unless otherwise approved by the Contract Manager.

Prior to performing any work, under this contract the Contractor shall prepare and submit a Traffic Control Plan (TCP) to the Contract Manager for review. Note: To avoid delays, the Contractor is encouraged to submit in advance several standard TCP's covering the most common maintenance situations anticipated, prior to the start of the contract period. All night work (if any) requires a MANDATORY TCP, for each occurrence.

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the Contract Manager four (4) working days in advance of performing said operation. The Contractor must receive written approval from the Contract Manager prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the Contract Manager is based upon general conformance with Federal, State, and local regulations and standards and does not relieve the Contractor of responsibility for the safety of its workers and the public.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, for any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location, noncompliance may result in work stoppage by the Contract Manager.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items and no separate payment will be made, therefore.

3.19. SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 12-1.09.B, “Noise” of the Sacramento County Standard Construction Specifications.

The noise level from the Contractor’s operations, between the hours of 8:00 p.m. and 7:00 a.m., shall not exceed 86 dbA at a distance of 15 meters (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, including but not limited to trucks and other equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items and no additional compensation will be allowed, therefore.

3.20. COOPERATION

The Contractor’s attention is directed to Section 5-5, “Cooperation with Other Entities,” of the Sacramento County Standard Construction Specifications. The Contractor shall notify Underground Service Alert (USA) – 811 prior to commencing any excavation.

3.21. EXISTING UTILITIES

Attention is directed to Section 6-11 “Existing Utilities” of the Sacramento County Standard Construction Specifications and these Special Provisions.

The toll-free number for Underground Service Alert (U.S.A.) is 811. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to ensure that its operations do not harm any existing underground facilities not specifically mentioned or shown on the plans.

3.22. PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 12-2, "Public Convenience and Safety", of the Sacramento County Standard Construction Specifications. The Contractor shall limit operations to weekdays between the hours of 7:00 A.M. to 6:00 P.M., unless otherwise approved by the Contract Manager.

No work will commence before 8:30 A.M. on the City’s main arterial and collector streets without prior written approval from the Contract Manager.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Manager. Prior to closure of a driveway, the Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure and twenty-four (24) hour notice for emergency

repairs if feasible.

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties and property owners' specific needs for driveway and pedestrian access at all times.

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices for the various contract items and no additional compensation will be allowed, therefore.

3.23. OBSTRUCTIONS

The Contractor shall exercise due caution in performing work so as not to damage the utilities. The work specified shall be so conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate his work with the utility companies where utilities are to be relocated or set to grade.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required by the Contractor following the provisions in Section 12, "Safety, Public Convenience, and Traffic Control," of the Sacramento County Standard Construction Specifications.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various contract and no additional compensation will be allowed, therefore.

3.24. EROSION, SEDIMENT AND WATER POLLUTION CONTROL

The Contractor's attention is directed to Section 10-4, "Erosion, Sediment, and Water Pollution Control," of the Sacramento County Standard Construction Specifications, and these Special Provisions.

The Contractor shall minimize erosion, discharge of pollutants, and transport of sediments during all aspects of work. Erosion and sediment control shall conform to the requirements of Sacramento County's "Erosion and Sediment Control Guidelines". That document is available, for a fee, from the Water Resources Division, County of Sacramento.

3.25. DUST CONTROL

The Contractor's attention is directed to Section 17, "Dust Control," of the Sacramento County Standard Construction Specifications. The Contractor shall be responsible for dust control. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 17-2, "Dust Palliative," of the Sacramento County Standard Construction Specifications.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays.

Whenever the Contractor shall appear negligent in controlling dust, the Contract Manager may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed, therefore.

3.26. STANDARD CONSTRUCTION SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted November 2024 and all revisions pertaining thereto, and this RFP shall control all work to be done under this contract. A copy of the Standard Construction Specifications may be obtained at the Cashier's window, County Administration Building, 827 Seventh Street, Room 105, Sacramento, CA 95814.

3.27. STATE SPECIFICATIONS AND STATE STANDARD PLANS

State Specifications and State Standard Plans, when referred to, shall be the 2023 issue. Copies of the State Specifications and State Standard Plans may be obtained from the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; telephone (916) 263-0822.

3.28. PRECEDENCE

In the event of a conflict between the Sacramento County Standard Construction Specifications and the State Specifications/Standard Plans, the Standard Constructions Specifications shall govern. These Special Provisions shall govern over both the Standard Construction Specifications and State Specifications/Standard Plans in the event of a conflict.

3.29. CODES AND LEGAL REQUIREMENTS

A. All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
B. Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
C. When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

3.30. GUARANTEE

Excepting only items of routine maintenance, ordinary wear and unusual abuse or neglect, the Contractor shall guarantee all work executed by the Contractor and Subcontractors, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to the City as a part of the work pursuant to the contract, to be free of all defects of workmanship and materials for a period of one year after acceptance of work under

each work order issued as a part of the contract by the City. The Contractor shall repair or replace any or all such work or materials, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge of any nature whatsoever to the City.

In the event that the Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) working days after being notified of the defect in writing, the City shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and the Contractor shall pay to the City on demand all costs and expense of such repair.

Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, the City shall have the right to immediately repair, or cause to be repaired, such defect, and the Contractor shall pay to the City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of the City.

EXHIBIT C
INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Contractor, 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 Contractor and its agents, representatives, employees, and subcontractors. Contractor 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. Contractor 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 Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor 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. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

1. Workers' Compensation. Contractor 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 Contractor. 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, Contractor 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 Contractor, 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. Contractor shall notify City within fourteen (14) days of notification from Contractor'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 Contractor does not have any employees.

2. Commercial General and Automobile Liability Insurance.

2.1 General requirements. Contractor, 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.

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.

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 Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. 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 Contractor 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. Contractor shall notify City within fourteen (14) days of notification from Contractor'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

3. All Policies Requirements.

3.1 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.

3.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor 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.

3.3 Subcontractors. Contractor 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.

3.4 Deductibles and Self-Insured Retentions. Contractor 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, Contractor 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 Contractor 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.

3.5 Waiver of Subrogation. Contractor 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 Contractor, its employees, agents, and subcontractors.

3.6 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, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4. Remedies. In addition to any other remedies City may have if Contractor 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 Contractor'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 Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

MEMORANDUM

ITEM 9.7.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Jesse Yabes, Associate Civil Engineer
Sindia Maya, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-96 IN AN AMOUNT NOT TO EXCEED $1,709,870.51 TO CONSTRUCT THE SOUTH WHITE ROCK AND STONE CREEK PAVEMENT TREATMENT PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would award a construction contract to preserve the existing pavement and install new pavement markings and bicycle facilities which would improve road conditions and increase safety for motorists, pedestrians and bicyclists in the South White Rock and Stone Creek Neighborhoods.

BACKGROUND

The South White Rock and Stone Creek Pavement Treatment Project consists of two project locations. Location 1 is in the South White Rock area, bordered by Mather Field Road, Highway 50, South White Rock Road. Location 2 is in the Stone Creek area, east of Location 1, bordered by International Drive, Zinfandel Drive, N Mather Blvd, and Baroque Drive. A Project map is included as Attachment 4. The Project will preserve the existing roads by applying Type I and Type II slurry seals and performing base repairs, and increase sustainability by installing updated pavement markings and new bicycle facilities. This will result in improved road conditions and increased safety for motorists, pedestrians and bicyclists.

On June 2, 2025, City Council adopted the proposed Five-Year Capital Improvement Plan and 2025-2027 expenditure budget. This budget included additional allocations of Measure H and Measure R funds to address deferred maintenance. With this increase in funding, city staff advanced the construction schedule for the South White Rock area to align with the Stone Creek Surface Treatment Project which was already programmed for Fiscal Year 2025-2026. City staff combined the two separate areas into one project for cost advantages and production efficiencies.

Bids for the project were solicited on the city's website and OpenGov.com. Bids were publicly

opened on May 21, 2026. A total of five bids were received. The lowest bid was $1,709,870.51 from American Pavement Systems., Inc. The contractor was selected for award based on the lowest, responsive and responsible base bid. There were no bid alternatives. The Bid Summary Checklist is provided as Attachment 3.

This Project is subject to environmental review under the California Environmental Quality Act (CEQA). The Project qualifies for exemption from CEQA regulations pursuant to the categorical exemptions in Section 15301(c), "Existing Facilities," for existing streets and highways with no creation of additional automobile lanes. None of the exceptions in Section 15300.2 apply to this categorical exemption.

Staff recommends awarding the construction contract to American Pavement Systems, Inc. and authorizing the City Manager to execute the agreement (Attachment 2). The Project is expected to be under construction starting in Summer 2026 and completed by end of 2026.

FISCAL IMPACT AND FUNDING SOURCE

This project is included in the city's Capital Improvement Plan budget for years 2025 through 2027. The Project budget consists of funding from Gas Tax, Road Maintenance and Rehabilitation Account, New Measure A Maintenance Fund, and Measure R. There is no impact on the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2026-96
3. Bid Summary Checklist
4. Project Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-96 IN AN AMOUNT NOT TO EXCEED $1,709,870.51 TO CONSTRUCT THE SOUTH WHITE ROCK AND STONE CREEK PAVEMENT TREATMENT PROJECT

WHEREAS, the city solicited bids for the South White Rock and Stone Creek Surface Treatment Project (Project) under the requirements of state law and publicly opened bids on May 21, 2026; and

WHEREAS, the lowest responsive and responsible bidder was American Pavement Systems, Inc.; and

WHEREAS, adoption of this Resolution will award Contract 2026-96 to American Pavement Systems, Inc. in an amount not to exceed $1,709,870.51; and

WHEREAS, The Project budget consists of funding from Gas Tax, Road Maintenance and Rehabilitation Account, New Measure A Maintenance Fund, and Measure R; and

WHEREAS, the Project was reviewed under the requirements of the California Environmental Quality Act (CEQA) and was determined to be exempt from further review pursuant to CEQA Regulation 15301(c) for existing streets and highways.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-96 with American Pavement Systems, Inc. in an amount not to exceed $1,709,870.51 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND AMERICAN PAVEMENT SYSTEMS, INC.
FOR THE SOUTH WHITE ROCK AND STONE CREEK SURFACE TREATMENT PROJECT**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and American Pavement Systems, Inc., (herein "Contractor"), as of June 16, 2026.

WHEREAS, the City Council for the City heretofore caused and specifications for the South White Rock and Stone Creek Surface Treatment Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on April 29, 2026 on the City's website and opengov.com ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

SECTION 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications ("Contract Specifications") dated November 2024; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

SECTION 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2027, unless the term of this Agreement is otherwise terminated in accordance with Section 5-22 of the Standard Specifications.

SECTION 1. SECTION 3. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2026-96, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and

Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

SECTION 4. **COMPLETION.** Said work shall be completed and ready for acceptance.

SECTION 5. **PAYMENT.** Attached hereto as Exhibit A and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to in the amount not to exceed **One Million, Seven Hundred Nine Thousand, Eight Hundred Seventy Dollars and Fifty-One Cents: ($1,709,870.51)** Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

SECTION 6. **PREVAILING WAGES.** To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "Prevailing Wage Laws"), and be responsible for carrying out the requirements of such provisions. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, in the City Clerk's Department. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to

California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

SECTION 7. INSURANCE. The Contractor shall carry and maintain for the duration of the term of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

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

_____
Initial

SECTION 8. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

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

SECTION 9. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

SECTION 10. INDEMNIFICATION.

1.1 **10.1 Contractor's Performance.** To the fullest extend permitted by law, Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing

obligation of Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10.2 PERS Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor 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 Contractor 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.

10.3 No Limitation of Liability for Indemnification. The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

SECTION 11. NONDISCRIMINATION AND EQUAL OPPORTUNITY. Contractor 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 subcontractor, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor 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 obligation required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

SECTION 12. TERMINATION OF CONTRACT. The City and/or authorized representative may terminate this Contract in accordance with Section 5-22 of the Standard Specifications.

SECTION 13. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

SECTION 14. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

SECTION 15. MISCELLANEOUS PROVISIONS.

1.2 **15.1 Successors.** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

15.2 Contract Administration. This Agreement shall be administered by Jesse Yabes ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

15.3 Notices.

Any written notice to City shall be sent to:

ATTN: Jesse Yabes
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Any written notice to Contractor shall be sent to:

ATTN: David Pimley
1012 11th Street, Suite 1000
Modesto, CA 95354
Email address for insurance: tlee@americanpavementsystems.com

15.4 IRS Form W-9. Contract 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.

15.5 Governing Law and Venue. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.

15.6 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions 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.

15.7 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.

15.8 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.

15.9 Survival. The obligation of this Agreement, which by their nature would continue beyond the term or expiration of this Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

15.10 Entire Agreement. This Agreement, including the terms of payment attached hereto and incorporated herein as Exhibit A, and the Contract Documents as referenced above in Section 1, of this Agreement, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

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

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date:_____

CONTRACTOR

_____
David Pimley, Vice President

Date:_____

EXHIBIT A

See Attached bid Proposal

City of Rancho Cordova
Public Works
Albert Stricker, Director of Public Works
2729 Prospect Park Drive, Rancho Cordova, CA 95670

[AMERICAN PAVEMENT SYSTEMS INC,] RESPONSE DOCUMENT REPORT

IFB No. 40170

Rancho Cordova Surface Treatment Project - South White Rock and Stone Creek

RESPONSE DEADLINE: May 21, 2026 at 2:00 pm

Report Generated: Thursday, May 21, 2026

American Pavement Systems Inc, Response

CONTACT INFORMATION

Company:
American Pavement Systems Inc,

Email:
rbangle@americanpavementsystems.com

Contact:
Ryan Bangle

Address:
1012 11th Street Suite 1000
Modesto, CA 95354

Phone:
(209) 522-2277

Website:
N/A

Submission Date:
May 21, 2026 1:37 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed May 21, 2026 7:41 AM by John Dumas

QUESTIONNAIRE

1. Project Contact*

Please provide the following regarding the point of contact for your submittal:

- Full Name (First and Last)
- Title
- Phone Number
- Email

Ryan Bangle

Operations Manager/Senior Estimator

209-339-2381

rbangle@americanpavementsystems.com

2. Contractor's License*

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide the City his/her contractor's license information.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Please enter the California Contractor's License Number for your company.

943792
Click to Verify *Value will be copied to clipboard*

3. DIR Registration*

Enter your California Department of Industrial Relations (DIR) Contractor Registration Number.

Please Note:
If the City is unable to confirm that the bidder/contractor's DIR registration is current, the City must disqualify the bidder, as required by Labor Code section 1725.5."

1000000207
Click to Verify *Value will be copied to clipboard*

4. Equal Employment Opportunity Certification*

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to

the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Bidder shall confirm whether or not Bidder, and any proposed subcontractors, have participated in previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Bidder and/or a Proposed Subcontractors Have Participated

5. Public Contract Code Section 10285.1 Statement*

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder shall declare under penalty of perjury under the laws of the State of California that the bidder "*HAS*" or "*HAS NOT*" been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must select "has" or "has not". The above Statement is part of the Proposal. Submitting this Proposal shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

HAS NOT

6. Public Contract Code Section 10162*

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:
Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

No

7. Public Contract Code 10232 Statement*

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Submitting this Proposal thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Confirmed

8. Subcontractors?*

Will you be using subcontractors for this project?

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars ($10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

Yes

SUBCONTRACTORS*
You have indicated that you will be using subcontractors for this project. Please download the attached form, complete it, and upload it back here as part of your submittal.

- Subcontracting_Form.pdf

Designatin_of_Subcontractors.pdf

9. Years of Experience Under Current Business Name*
Please state the number of years for which the Bidder has been engaged in the contracting of business under its current name.

16

10. Years of Similar Experience*
Please state the number of years of experience the Bidder has in work of a nature similar to that noted in this Bid.

16

11. Failure to Complete Work Satisfactorily*
Has the Bidder, as a Contractor, ever failed to satisfactorily complete a Contract awarded to it?

No

12. Completed Contracts*

Provide information for at least three (3) contracts that have been satisfactorily completed by the Bidder in the last three (3) years.

For each contract, provide the following:

- Year
- Type of Work
- Contract Amount
- Owner/Agency for Whom Work Was Performed

2025 - Slurry Seal Type 2, Crack Seal, Striping Removal & Installation, Markings, Symbols, and Street Sweeping, - $2,128,230.82 - City of Patterson

2024 - Mico-surfacing, AR Cape Seal, Adjusting Monument Covers to Grade, AC Repair, Thermoplastic striping and markings - $1,558,811.35 - Alameda County

2023 - Asphalt Rubber Chip, Micro-surfacing Type 2, Striping, Thermoplastic striping - $431,118.80 - City of Rocklin

13. Equipment List*

Provide a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

For each item, please provide:

- Quantity
- Name, Type and Capacity
- Condition
- Location
- A document with the equipment list can also be attached under the "Additional Information" question towards the end of this submittal. Please add “See Attachment in Additional Information” to the Response below.

"See Attachment in Additional Information"

14. Bid Bond*

Please download the below documents, complete, and upload.

- Bid_Bond_Updated.pdf

BID_BOND.pdf

15. IRAN Contracting Affidavit*

Please download the below documents, complete, and upload.

- Iran_Contracting_Act_of_201...

IRAN_CONTRACTING_ACT_OF_2010_COMPLIANCE_AFFIDAVIT.pdf

16. Non-Collusion Affidavit*

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

The bidder confirms that they are the party making the foregoing bid and declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation,

partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

17. Debarment and Suspension Certification*

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

No Exceptions

18. CARB Certificate of Reported Compliance*

Is the Contractor or any sub-contractors proposing to use any vehicle and/or equipment subject to California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulations (§ 2449 General Requirements)?

Yes

CERTIFICATE UPLOAD*
Upload CARB Certificate of Reported Compliance

APS_Off_Road_Carb_Cert_2026.pdf

APS_on_road_carb_cert_2026.pdf

Global_2026_TRUCKS-CARB_CERT.pdf

Global_No_DOORs_letter.pdf

Centerline_2026_Truck_&_Bus_CERT.pdf

Centerline_CSS_CARB_Cert_26-27.pdf

QA_2027_CARB.pdf

19. Additional Information

For any additional information requested or required by any of your previously provided answers please upload that additional documentation here.

APS_Equipment_List.pdf
CERTIFICATE_OF_SECRETARY_010206.pdf

20. Submittal Confirmation*

The party submitting on behalf of the Company noted on the submittal is authorized to submit on behalf of said Company and has provided any authorization showing such if required by this Bid.

In accordance with the Business and Professions Code, the party submitting does hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	$51,000.00	$51,000.00
2	Traffic Control Plan	1	LS	$112,000.00	$112,000.00
3	Pavement Surface Preparation	38	LM	$5,000.00	$190,000.00
4	4" HMA (Type A) Digout	28,678	SF	$8.09	$232,005.02
5	Line Crack Repair	2,566	SF	$4.73	$12,137.18
6	Unsuitable Material Excavation & Backfill (Contingency)	38	CY	$157.50	$5,985.00
7	Geotextile Fabric (Contingency)	2,000	SF	$1.31	$2,620.00
8	Remove & Replace Speed Lump	2	EA	$5,775.00	$11,550.00
9	Detail Grind	308	SF	$21.00	$6,468.00
10	Adjust Utility to Grade	4	EA	$1,522.00	$6,088.00
11	Type I Slurry Seal	2,751,624	SF	$0.19	$522,808.56
12	Type II Slurry Seal	862,820	SF	$0.24	$207,076.80
13	Thermoplastic Markings	25,827	SF	$5.25	$135,591.75
14	Thermoplastic Striping Bike Lane Line Intersection: Detail 39A	1,830	LF	$1.68	$3,074.40
15	Thermoplastic Striping Bike Lane Line: Detail 39	23,660	LF	$3.36	$79,497.60
16	Thermoplastic Striping Channelizing Line w/ Markers: Detail 38	520	LF	$5.04	$2,620.80

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Thermoplastic Striping Lane Line w/ Markers: Detail 18	400	LF	$5.04	$2,016.00
18	Thermoplastic Striping Lane Line w/ Markers: Detail 2	10,080	LF	$1.68	$16,934.40
19	Thermoplastic Striping Lane Line w/ Markers: Detail 9	4,200	LF	$1.68	$7,056.00
20	Thermoplastic Striping Median Striping w/ Double Markers: Detail 21	1,475	LF	$6.72	$9,912.00
21	Thermoplastic Striping Right Edge Line 27B (4-inches)	22,390	LF	$3.36	$75,230.40
22	4" Diagonal White Stripe	2,300	LF	$5.25	$12,075.00
23	Fire Hydrant Pavement Markers	243	EA	$25.20	$6,123.60
TOTAL					**$1,709,870.51**

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars ($10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Please complete the following form for each Subcontractor:

SUBCONTRACTOR (Name)	SUBCONTRACTOR (Location)	SUBCONTRACTOR (License Number)	SUBCONTRACTOR DIR #	DIR EXPIRATION	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
Striping	3484 Luyung Dr. Rancho Cordova, CA 95742	403464	1000006499	6/30/27	Striping	$403,459.00
QA Constructors	850 South Van Ness Ave 5th Floor San Francisco, CA 94110	1013265	1000047727	6/30/27	Line Crack, Hand Patching, Grinding	$308,627.60
Global Road Sealing Inc	10641 Systron Ave Stanton, CA 90680	757594	1000007714	6/30/28	Crack Seal	$186,700.00

American Pavement Systems, Inc
Contractor's Name (Printed)

5/21/26
Date

Bidder's Signature

Ryan Bangle
Bidder's Name (Printed)

Operations Manager
Bidder's Title

RANCHO CORDOVA CALIFORNIA

CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, American Pavement Systems, Inc.

---------- as Principal, and

Western Surety Company

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Rancho Cordova Surface Treatment Project -

South White Rock and Stone Creek in Rancho Cordova - City Project No. 40170

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at Rancho Cordova, CA on May 21, 2026

(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: May 13, 20 26.

American Pavement Systems, Inc.

By

David Pinkley, Vice President

Principal

Western Surety Company

Surety

By Kathleen West

Kathleen West, *Attorney-in-fact*

EXHIBIT A

See Attached Notary for Surety

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this _____day of _____ in the year 20__ before me_____, personally appeared

_____, personally known to me (or to me on
Attorney-in-fact

the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ , and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

_____
Notary Public

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Stanislaus)

On 05/14/2026 before me, Tiffanie Lee, Notary Public,
(here insert name and title of the officer)

personally appeared David Pimley,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

TIFFANIE LEE
Notary Public - California
Stanislaus County
Commission # 2468712
My Comm. Expires Oct 28, 2027

WITNESS my hand and official seal.

Signature Tiffanie Lee

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On MAY 13 2026 before me, Lucy Michelle Dunham, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kathleen West
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LUCY MICHELLE DUNHAM
Notary Public - California
Contra Costa County
Commission # 2473818
My Comm. Expires Nov 27, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen West, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Jacquelin Muro Silva, Keith Lovitt, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of May, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) American Pavement Systems, Inc		*BTRC (or n/a)*
By (Authorized Signature)		
Print Name and Title of Person Signing Ryan Bangle, Operations Manager		
Date Executed	*City Approval (Signature)*	*(Print Name)*

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		*BTRC (or n/a)*
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	*City Approval (Signature)*	*(Print Name)*

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

AMERICAN PAVEMENT SYSTEMS INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

85565

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Advanced Clean Fleets Regulation

Truck and Bus Regulation

Issued to: American Pavement Systems

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR sections 2013 - 2016 (Advanced Clean Fleets Regulation)
Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2025-12-29

79 Vehicles

TRUCRS Fleet Identification

137170

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Global Road Sealing, Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-12

10 Vehicles

TRUCRS Fleet Identification
217820

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

Global Road Sealing, Inc.
10641 Sycamore Avenue | Stanton, CA 90680

P (714) 893-0845 F (714) 893-0945
Contractor License #757584 A C-10 C-32
UDBE & MBE CT #0311176 SBE #2001305
DIR #1000007714

March 27, 2026

RE: DOORS Certificate

To Whom It May Concern:

We currently do not operate any off-road diesel vehicles and, therefore, are not subjected to The California Air Resources Board Certificate of Reported Compliance Title 13, Division 3, Chapter 9, Section 2449 for the in-Use Off-Road Diesel-Fueled Fleet.

Should you have any questions, please contact us.

Regards,

Tri La
Project Manager
714-715-8992
tri@globalroadsealing.com

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Central Striping Service, Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-12

14 Vehicles

TRUCRS Fleet Identification

90027

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onrdiesel/tblookup.php

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

CENTRAL STRIPING SERVICE, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

5975

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

QA CONSTRUCTORS INC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

136683

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

VEHICLE SCHEDULE

EXHIBIT A

VEH #	INSD #	YEAR	MAKE	MODEL	BODY TYPE	VEHICLE ID#	LICENSE #
AT01		2013	POLAR	MRJH 7200-1	TRAILER	1PMC14329D1041205	4MN8809
AT02		2013	POLAR	MRJH 7200-1	TRAILER	1PMC14320D1041206	4MN8812
AT03		2013	POLAR	MRJH 7200-1	TRAILER	1PMC14322D1041207	4MN8813
AT04		2013	POLAR	MRJH 7200-1	TRAILER	1PMC14324D1041208	4MN8810
AT05		2013	POLAR	MRJH 7200-1	TRAILER	1PMC14326D1041209	4MN8811
AT06		2013	POLAR	MRJH 7200-1	TRAILER	1PMC14322D1041210	4MN9200
AT07		2016	POLAR	MRJH 7200-1	TRAILER	1PMC14322G1047481	4PL6527
AT08		2016	POLAR	MRJH 7200-1	TRAILER	1PMC14324G1047482	4PL6528
AT09	SLURRY	1996	POLAR	SRJ7 8500-1	TRAILER	1B9TS84E6T1295428	4NX3723
AT10	SLURRY	1996	POLAR	SRJ7 8500-1	TRAILER	1B9TS84E4T1295427	4NX3724
AT11	CHIP	1990	FRUEHAUF		TRAILER	1H4T04324LL003809	4ND3876
AT12		2006	ETNYRE		TRAILER	1E9T528436E007019	4SU9422
AT13		2006	POLAR		TRAILER	1PMC1432662029736	4SU9306
AT14		2008	Etnyre		TRAILER	1E9T623568E007323	4UL4742
AT15	SLURRY	1996	POLAR	SC17	TRAILER	1PMS34221T1016479	
AT16	CHIP	2010	POLAR	TANK TRAILER	TRAILER	1PMC14324A1036389	4VA2916
AT17	CHIP	2011	POLAR	TANK TRAILER	TRAILER	1PMC14328B2036391	4VA2918
AT18	CHIP	2011	POLAR	TANK TRAILER	TRAILER	1PMC1432XB2036392	4VA2915
AT19	CHIP	2011	POLAR	TANK TRAILER	TRAILER	1PMC14326B1036394	4VA2917
AT20	SLURRY	1982	TRAILER	TANK TRAILER	TRAILER	1PTN23EK6B4000530	4PW4466
AT21		1996	POLAR	TANK TRAILER	TRAILER	1PMA14323T1017553	
AT22		1996	POLAR	TANK TRAILER	TRAILER	1PMA14322T1017835	
CT03		2019	FORD RANGER		TRUCK	1FTER4FH0KLA31668	19687U2
CT04		2020	FORD F250	SUPER DUTY CREW CAB	TRUCK	1FT7W2AN2LED77570	67115A3
CT05		2020	FORD F350SD	SUPER DUTY CREW CAB	TRUCK	1FT8W3A63LED17333	71001A3
CT06		2021	FORD F250	FORD SUPER DUTY	TRUCK	1FT7W2AN6MEC82351	78349D3
CT07		2021	FORD F250	FORD SUPER DUTY	TRUCK	1FT7W2AN8MEC82352	78347D3
CT08		2021	FORD F250	FORD SUPER DUTY	TRUCK	1FT7W2ANXMEC82353	78351D3
CT09		2023	FORD F250	FORD SUPER DUTY	TRUCK	1FT8W2BA2PEC89687	CP48K93
CT109	HOT PLANT	1997	SIMON	DUPLEX BOOM TRUCK	TRUCK	1S92H31J5V1020145	5U67622
DR01		2013	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X5ED221966	09559L1
DR02		2014	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X7ED221967	56348J1
DR03		2014	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X9ED221968	56347J1
DR04		2013	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X0ED221969	09558L1
DR05		2016	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X8GD332806	13711W1
DR06		2016	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79XXGD352622	21397A2
DR07		2016	PETERBILT / BEARCAT	365 / 502	TRUCK	1NPSL79X1GD352623	30810R3
DR08		2019	PETERBILT / BEARCAT	562/502	TRUCK	1NPCLP9X2MD771807	29003G3
DT01	CHIP	2019	LMTRL	CARRIER	TRAILER	5RVDM1227KP069147	4RW9375
ED01	CLEMENT SANDSTAR 3226	2025	CLEMENT	SANDSTAR 3226	TRAILER	5C2BE32B7SM013674	4WH2132
ED02	CLEMENT SANDSTAR 3226	2025	CLEMENT	SANDSTAR 3226	TRAILER	5C2BE32B9SM013675	4WH2131
ED03	CLEMENT SANDSTAR 3226	2025	CLEMENT	SANDSTAR 3226	TRAILER	5C2BE32B0SM013676	4WH2129
ED04	CLEMENT SANDSTAR 3226	2025	CLEMENT	SANDSTAR 3226	TRAILER	5C2BE32B2SM013677	4WH2130
ED05	CLEMENT SANDSTAR 3226	2025	CLEMENT	SANDSTAR 3226	TRAILER	5C2BE32B4SM013678	4WH2128
ET01		2004	TRAILKING	TKT50	TRAILER	1TKC028374M026061	4MP1274
ET02		2013	LDTRL	CARRIER	TRAILER	4ZEDK2029D1044101	4MX8334
ET03		2013	LDTRL	CARRIER	TRAILER	4ZEDK2028D1040010	4MT1887
ET04		2001	TRAIL	FB	TRAILER	1TKC026211M057229	4JM8641
ET05		2014	TOWMASTER	T-50 TRAILER	TRAILER	4KNFT2434EL162423	4NM5588
ET06		2014	CARMT	CARRIER	TRAILER	5NHUBL42XET444207	4NF8492
ET07		2014	TOWMASTER	T-50 TRAILER	TRAILER	4KNFT2437FL160067	4NM5589
ET08		2015	CARMT	CARRIER	TRAILER	5NHUBL018FT450649	4NT3241
ET09		2016	CARRIER	CARRIER	TRAILER	5NHUBL421GB454200	4PA6295
ET10		2016	SLURRY BOX	LAMAR	TRAILER	5RV061828GP040246	4PM9168
ET11		2016	TRAFFIC CONTROL	LAMAR	TRAILER	5RVU62028GP040248	4PP2669
ET12		2016	TRAFFIC CONTROL	LAMAR	TRAILER	5RVU62026GP040247	4PM9167
ET13	SLURRY	2016	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP2636GB000956	4NX3721
ET14	SLURRY	2016	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP263XGB000958	4NX3722

ET15	SLURRY	2016	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP2531GB000994	4NX3720
ET16		2016	BIG W DELUXE	BIG W DELUXE	TRAILER	1B9SH1924GS252173	4PU7565
ET17	SLURRY	2017	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP3130HB000174	4NU7543
ET18	SLURRY	2017	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP263XHB000721	4NX4234
ET19	SLURRY	2017	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP2631HB000719	4NX4235
ET20	SLURRY	2017	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP2533HB000724	4NX4236
ET21	SLURRY	2017	KAUFMAN TRAILER	KAUFMAN	TRAILER	5SHAP3030HB000726	4NX4237
ET22	SLURRY	2017	LAMAR	TRAVLN	TRAILER	5RVF82024HP047718	4RC4998
ET23	SLURRY	2017	LAMAR	TRAVLN	TRAILER	5RVU6202XHP047719	4RC4997
ET24	SLURRY	2017	LAMAR	TRAVLN	TRAILER	5RVU62026HP047720	4RC4996
ET25	SLURRY	2017	LAMAR	TRAVLN	TRAILER	5RVD01624JP053735	4RK7770
ET26	CHIP	2018	BIG TEX	DUMP TAILER	TRAILER	16VDX1429J5099862	4SA6143
ET27	SLURRY			2400 GVW TRAILER	TRAILER	5593979	4BV3249
ET28	CHIP	2019	NORSTAR	NORSTAR	TRAILER	50HEB2227K1034877	4SU6582
ET29	CHIP	2020	RAMPANT	RAMPANT	TRAILER	5SPDD4820LW2B2549	4SU9417
ET30	CHIP	2022	BIG TEX	70TV-14	TRAILER	16V1W1828N4099086	4UY8678
ET31	SLURRY	2023	KAUFMAN TRAILER	AP	TRAILER	5SHAP2637PB000318	4VA2982
ET32	SLURRY	2023	KAUFMAN TRAILER	AP	TRAILER	5SHAP2638PB000313	4VA2980
ET33	SLURRY	2023	KAUFMAN TRAILER	AP	TRAILER	5SHAP2534PB000312	4VA2981
ET34	SLURRY	2023	PJTR TRAILER	EB	TRAILER	4P52C2528P1396078	4VL3100
ET35	SLURRY	2023	PJTR TRAILER	EB	TRAILER	4P52C252XP1396079	4VL3099
ET36	SLURRY	2023	PJTR TRAILER	EB	TRAILER	4P52D202XP1396006	4VL3098
ET37	SLURRY	2023	PJTR TRAILER	EB	TRAILER	4P52D2020P1397181	4VL3097
ET38	SLURRY	2023	PJTR TRAILER	EB	TRAILER	4P52C2722P1396039	4VL3096
ET39	CHIP	2023	BIG TEX	70TV-18	TRAILER	16V1W2224P2258215	4VV6072
ET40	SLURRY	2024	KAUFMAN TRAILER	SSW-DELUXE (Roller Trailers)	TRAILER	7UZFS2026RB000436	4WH1455
ET41	SLURRY	2024	KAUFMAN TRAILER	SSW-DELUXE (Roller Trailers)	TRAILER	7UZFS2028RB000437	4WH1456
FT01	CHIP	2022	THUNDER CREEK	FUEL TRAILER	TRAILER	56ZL1UJ29NP000378	4VC3608
FT02	CHIP	2022	THUNDER CREEK	FUEL TRAILER	TRAILER	56ZL1UJ29NP000882	4VC3607
FL01	HOT PLANT	2008	CAT/JLG	TL642 TELEHANDLER	FORKLIFT	TBK01013	N/A
FL02	HOT PLANT	2013	CAT	TL642C TELEHANDLER	FORKLIFT	0THG00298	N/A
FL03	HOT PLANT	2008	CAT	TL642 TELEHANDLER	FORKLIFT	0TBK00986	N/A
FL04	HOT PLANT	2008	CAT	TL642 TELEHANDLER	FORKLIFT	0TBK00987	N/A
FL05	SLURRY	2001	HYSTER PERKINS	HYSTER PERKINS 700 SERIES	FORKLIFT	H177B27872Y	N/A
FL06	CLARK FORKLIFT		CLARK	CLARK	FORKLIFT	50-476-2509LPG	N/A
FL07	GENIE GTH-636	2015	GENIE	GTH-636	FORKLIFT	GTH0615H-10539	
FL08	GENIE GTH-636	2015	GENIE	GTH-636	FORKLIFT	GTH0615H-10700	
GR01	CADILLAC ESCALADE - GREG	2021	CADILLAC	ESCALADE	SUV	1GYS4MKL9MR391592	8XIX091
GS01	HIPOWER GENERATOR	2023	HIPOWER	HIPOWER 152 KW HRJW 190	GENERATOR	6068HFG05	
LDR1	SLURRY		CAT	CAT 930	LOADER	CAT0930MJKTG017330KTG01733	SE626864
LDR2	SLURRY	2017	CAT	CAT 930	LOADER	KTG03146	SE692175
LDR3	SLURRY		CAT	CAT 930M	LOADER	CAT0930MTF5K02498	
MB10			ADDCO	Message Boards		4SEPC1016KM4SE049	
MB11			ADDCO	Message Boards		4SEPC1012KM4SE050	
MB12	SLURRY			Message Boards			
OE03	Diesel Lap Top					TEXA-Truck-OHW-LAPTOP	
OE04	Smoke Opacity Meter					Smoke Opacity Meter	
PB04	SLURRY	2020	FRHT		BROOM	3ALACXFE2LDLW2418	SE619064
PB05	SLURRY	2020	FRHT		BROOM	3ALACXFE4LDLW2419	SE619065
PB06		2021	FRHT	Kellar	BROOM	1FVACXFE3NHMS4339	
PB07		2021	FRHT	Kellar	BROOM	1FVACXFEXNHMS4340	
PB08	SLURRY	2021	FRHT	Kellar	BROOM	1FVACXFE1NHMS4341	
PB09		2021	FRHT	Kellar	BROOM	1FVACXFE0NHMS4346	
PB10	CHIP	2024	FRHT	KELLAR	BROOM	1FVACWFE2RHUY5097	SE709716
PB11	CHIP	2024	FRHT	Kellar	BROOM	1FVACWFE9RHUT5376	SE709715
PB12	CHIP	2024	FRHT	KELLAR	BROOM	1FVACWFE2RHUY5102	SE709734
PB13	CHIP	2024	FRHT	KELLAR	BROOM	1FVACWFE2RHUT5378	SE709733
PM01	CHIP RIGO	2018	FORD	PICKUP	PK	1FTEW1EP0JKF05395	75442N2
PM02	SLURRY - COLTON	2020	FORD	PICKUP	PK	1FT7W2B68LEE98546	45646C3
PM03	CHIP -	2020	FORD	PICKUP	PK	1FTEW1CP3LKF55777	45847C3
PM04	SLURRY - ZACH	2022	FORD	PICKUP	PK	1FT7W2B65NEF04953	54773P3

PM05	Chip - DJ	2024	FORD	F150	PK	1FTEW2KP4RFB08657	68618Z3
PM06	SLURRY - ENRIQUE	2024	FORD	F250-	PK		
PT01		1976	FRUEHAUF	PULL TRAILER	TRAILER	FRX631301	4BA8930
PT02				TALLEY TRAILER			
PT03				TALLEY TRAILER			
PT04		1963	RELIANCE	PULL TRAILER	TRAILER	63432	4NR616
PT05		1968	FRUEHAUF	PULL TRAILER	TRAILER	FRJ332002	4KB6665
PT06		1972	FRUEHAUF	PULL TRAILER	TRAILER	FRP472401	4KB6666
PT07		1980	WESTMARK	PULL TRAILER	TRAILER	9430	4BA4352
PT08		1970	Clough	Clough Tank Trailer	TRAILER	C610	4CB2908
PT09		1969	Clough	Clough Tank Trailer	TRAILER	C538	4AW5786
PW01	3500 PSI PRESSURE HOT WATER					13-12119	N/A
RB02	HOT PLANT	2015	D & H	BLENDER	TRAILER	557082914B	SE626857
RB03	HOT PLANT	2000	H & R	BLENDER	TRAILER	1H2P05123VW003501	SE626863
RB04	HOT PLANT	2017	D & H	BLENDER	TRAILER	817063016-1B	SE626883
RB05	HOT PLANT	2017	D & H	BLENDER	TRAILER	817063016-2B	SE626882
RB08	HOT PLANT	2024	D & H	BLENDER	TRAILER	1734011024-B	
RS01	SLURRY	2017	ROADSAVER 3G	SLURRY/MICROSURFACING EQ	TRUCK	1NPCLP0X8HD417115	21731A2
RS02	SLURRY	2017	ROADSAVER 3G	SLURRY/MICROSURFACING EQ	TRUCK	1NPCLP0XXHD417116	21732A2
RS03	SLURRY	2017	ROADSAVER 3G	SLURRY/MICROSURFACING EQ	TRUCK	1NPCLP0X1HD417117	21733A2
RS04	SLURRY	2016	ROADSAVER 3G	SLURRY/MICROSURFACING EQ	TRUCK	1NPCLP0X0HD440808	54262B2
RS05	SLURRY	2017	ROADSAVER 3G	SLURRY/MICROSURFACING EQ	TRUCK	1NPCLP0XXJD457881	13456G2
RS06	SLURRY	2018	ROADSAVER 3G	SLURRY/MICROSURFACING EQ	TRUCK	1NPCLP0X1JD457882	53842G2
RS07	SLURRY	2023	PETERBILT 567	SLURRY/MICROSURFACING EQ	TRUCK	1NPCLP0X3PD841851	19236R3
RS08	SLURRY	2023	PETERBILT 567	SLURRY/MICROSURFACING EQ	TRUCK	1NPCLP0X5PD841852	19237R3
RS09	SLURRY	2023	PETERBILT 567	SLURRY/MICROSURFACING EQ	TRUCK	1NPCLP0X7PD841853	19238R3
RTR1	CHIP	2014	CATERPILLAR	CW14 PNEUMATIC COMPACTOR	ROLLER	CAT0CW14VLTJ00229	SE607038
RTR2	CHIP	2014	CATERPILLAR	CW14 PNEUMATIC COMPACTOR	ROLLER	CAT0CW14CLTJ00231	SE607039
RTR3	CHIP	2013	CATERPILLAR	CW14 PNEUMATIC COMPACTOR	ROLLER	CAT0CW14LLTJ00105	SE607040
RTR4	CHIP	2013	CATERPILLAR	CW14 PNEUMATIC COMPACTOR	ROLLER	CAT0CW14JLTJ00177	SE607041
RTR5	CHIP	2015	CATERPILLAR	CW14 PNEUMATIC COMPACTOR	ROLLER	CAT0CW14OLTJ00375	SE677629
RTR6	CHIP	2015	CATERPILLAR	CW14 PNEUMATIC COMPACTOR	ROLLER	CATOCW140LTJ00371	SE677630
RTR7	SLURRY	2015	VOLVO	PT125R	ROLLER	326063/178785	SE677441
RTR8	SLURRY	2015	VOLVO	PT125R	ROLLER	326157/178045	SE677440
RTR9	SLURRY	2007	INGERSOLL-RAND	PT125R	ROLLER	196905	SE631172
RTR10	SLURRY	2022	VOLVO	PT125C	ROLLER	327304	SE709984
RTR11	SLURRY	2020	VOLVO	PT125C	ROLLER	327194	SE709985
RTR12	SLURRY	2023	VOLVO	PT125C	ROLLER	VCET125CK0S327335	
RTR13	SLURRY	2023	VOLVO	PT125C	ROLLER	VCET125CK0S327348	
RTR14	CHIP	2024	CATERPILLAR	CW16 PNEUMATIC COMPACTOR	ROLLER	0TL500888	
RTR15	CHIP	2024	CATERPILLAR	CW16 PNEUMATIC COMPACTOR	ROLLER	0TL500890	
RV02	HOT PLANT	1999	COX	9,000 GAL REACTION VESSEL	TRAILER	1A9BR4B36XM362208	SE607033
RV03	HOT PLANT	2015	D & H	30,000 GAL REACTION VESSEL	TRAILER	557082914RT	SE626856
RV04	HOT PLANT	2015	D & H	30,000 GAL REACTION VESSEL	TRAILER	636121714-RT	
RV05	HOT PLANT	2017	D & H	PORTABLE REACTION TANK	TRAILER	817063016-1RT	SE626881
RV06	HOT PLANT	2017	D & H	PORTABLE REACTION TANK	TRAILER	817063016-2RT	SE626880
RV08	REACTION VESSEL	2024	D & H	30,000 GAL REACTION VESSEL	TRAILER	1734011024-RT	
SB01	SLURRY	2016	RAYNER EQUIPMENT	STANDARD BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB02	SLURRY	2016	RAYNER EQUIPMENT	STANDARD BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB03	SLURRY	2016	RAYNER EQUIPMENT	AUGURED BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB04	SLURRY	2017	RAYNER EQUIPMENT	STANDARD BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB05	SLURRY	2017	RAYNER EQUIPMENT	STANDARD BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB06	SLURRY	2017	RAYNER EQUIPMENT	AUGURED BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB07	SLURRY	2018	RAYNER EQUIPMENT	SHOULDER/TRENCH BOX - 1' TO 8'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB08	SLURRY	2018	RAYNER EQUIPMENT	AUGURED BOX - 10' TO 14'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB09	SLURRY	2019	APS	PROTYPE BOX - BEING DEVELOPEI	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB10	SLURRY	2019	APS	PROTYPE BOX - BEING DEVELOPEI	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB11	SLURRY	2020	RAYNER EQUIPMENT		APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB12	SLURRY		RAYNER EQUIPMENT	STANDARD BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB13	SLURRY		RAYNER EQUIPMENT	AUGURED BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SB14	SLURRY		RAYNER EQUIPMENT	AUGURED BOX - 8' TO 12'	APPLICATOR	N/A - SEE EQ #	N/A - SEE EC
SC01	2016 16' FOOT SCRUB BROOM WITH HYI	2016					
SD01	2017 PETERBILT SUPER DUMP - chip	2017	PETERBILT	SUPER DUMP	TRUCK	1NPXL70X1HD391393	03899G2
SD02	2025 PETERBILT 548	2025	PETERBILT	SUPER DUMP	TRUCK	2NP8LJ0X1SM705420	18365A4
SD03	2024 Peterbilt 548	2024	PETERBILT	SUPER DUMP	TRUCK	2NP8LJ0XXRM705426	18370A4

SD04	2024 Peterbilt 548	2024	PETERBILT	SUPER DUMP		TRUCK	2NP8LJ0X1RM705427	18375A4
SD05	2024 Peterbilt 548	2024	PETERBILT	SUPER DUMP		TRUCK	2NP8LJ0X3RM705428	18381A4
SD06	2024 Peterbilt 548	2024	PETERBILT	SUPER DUMP		TRUCK	2NP8LJ0X5RM705429	19133A4
SD07	2024 Peterbilt 548	2024	PETERBILT	SUPER DUMP		TRUCK	2NP8LJ0X1RM705430	19114A4
SD08	2025 PETERBILT 548	2025	PETERBILT	SUPER DUMP		TRUCK	2NP8LJ0X5SM705419	92635A4
SD09	2025 PETERBILT 548	2025	PETERBILT	SUPER DUMP		TRUCK	2NP8LJ0X0SM705425	27364A4
SD10	2025 PETERBILT 548	2025	PETERBILT	SUPER DUMP		TRUCK	2NP8LJ0X9SM705424	66263A4
SD11	2025 PETERBILT 567	2025	PETERBILT	SUPER DUMP		TRUCK	1NPCLP0X1SD719689	03095B4
SFT1	SLURRY			SULFATE TANK				
SLR1	2003 JOHN DEERE 210LE SKIP LOADER -	2003	JOHN DEERE	210LE SKIP LOADER		LOADER	T0210LE882080	
SM01	2018 UTILITY TRAILER	2018	CRONT	UTILITY			4YMBU0819JN004639	4SE1309
SP03	SAM BRIGGS	2019	FORD	F250		FS	1FT7W2B65KEC58479	95602J3
SP04		2019	FORD	F150		FS	1FTEW1CP8GKD32978	63752Y1
SP06	SLURRY - GILBERT DUARTE	2021	FORD F250	FORD SUPER DUTY		TRUCK	1FT7W2AN1MEC82354	78350D3
SR01	CHIP	2023	SHIBECI	STRIPING REMOVAL HEAD			033-000245	
SS01		2008	INTERNATIONAL	SAND TRUCK		TRUCK	2HSCEAHR98C652621	SE690669
SST1		2008	INTERNATIONAL	SAND TRAILER		TRAILER	CA945805	SE571981
SSP01	SLURRY		PRO-CASTER	SAND SPREADER HOPPER		SPREADER	298590	
ST04	RON ROLLINS	2019	FORD	F750		TRUCK	1FDWF7DE3KDF15766	66309X2
ST05	JUAN TORRES	2019	FORD	F750		TRUCK	1FDWF7DE7MDF05258	39191B3
ST06	SLURRY	2022	RAM	4500		TRUCK	3C7WRKFL9NG428832	40942W3
ST07	CHIP	2023	FORD	F650		TRUCK	1FDNF6DC7PDF06824	89892W3
T21	CHIP	2016	PETERBILT	579 SLEEPER		TRUCK	1XPBD49X7GD326755	9F01035
T22	CHIP	2016	PETERBILT	579 SLEEPER		TRUCK	1XPBD49X9GD326756	9F01036
T23	CHIP	2016	PETERBILT	579 SLEEPER		TRUCK	1XPBD49X0GD326757	9E82705
T24	CHIP	2016	PETERBILT	579 SLEEPER		TRUCK	1XPBD49X2GD326758	9F01038
T32		2011	INTERNATIONAL			TRUCK	3HSDJSJR8BN347634	9E35945
T33		2011	INTERNATIONAL			TRUCK	3HSDJSJR3BN347637	9G17301
T37	CHIP	2013	INTERNATIONAL			TRUCK	1HSJXSHRXDH170667	9E74292
T40		2013	INTERNATIONAL			TRUCK	3HSDHSJR0DN134238	9F00710
T41		2013	INTERNATIONAL			TRUCK	3HSDHSJR0DN134224	9F57619
T42	CHIP	2013	INTERNATIONAL			TRUCK	3HSDJSJR3DN115476	9E74378
T43		2015	PETERBILT	579 SLEEPER		TRUCK	1XPBDP9X9FD268826	9F91141
T44		2015	PETERBILT	579 SLEEPER		TRUCK	1XPBDP9X4FD268846	9F91142
T45	SLURRY	2013	PETERBILT	579 SLEEPER		TRUCK	1XPBDP9X6DD193354	9G26385
T46	CHIP	2015	PETERBILT	579 SLEEPER		TRUCK	1XPBDP9X3FD256641	9G26398
T47	CHIP	2014	PETERBILT	579 SLEEPER		TRUCK	1XPBDP9X3ED248649	9G26601
T48	SLURRY	2013	PETERBILT	386 SLEEPER		TRUCK	1XPHD49X2DD206562	9G24245
T49	SLURRY	2015	PETERBILT	579 SLEEPER		TRUCK	1XPBDP9X1FD257089	9G26600
T50	CHIP	2019	PETERBILT			TRUCK	1XPBDP9X9KD369231	9G92887
T51	CHIP	2019	PETERBILT			TRUCK	1XPBDP9X4KD610032	9G92890
T52	CHIP	2018	PETERBILT	579		TRUCK	1XPBD79X6JD452128	9G87482
T53	CHIP	2018	PETERBILT			TRUCK	1XPBD49X4JD482632	9H00917
T54	CHIP	2018	PETERBILT			TRUCK	1XPBDP9X7JD493688	9H00918
T55	CHIP	2018	PETERBILT			TRUCK	1XPBD49XXJD482635	9H00919
T56	CHIP	2018	PETERBILT			TRUCK	1XPBD79XXJD452133	9H00920
T57	CHIP	2018	PETERBILT			TRUCK	1XPBD79X8JD452132	9H00921
T58	CHIP	2019	PETERBILT	579		TRUCK	1XPBDP9X5KD274374	9H13200
T59	CHIP	2019	PETERBILT	579		TRUCK	1XPBDP9X5KD640561	9H04174
T60	CHIP	2019	PETERBILT			TRUCK	1XPBDP9X1KD276204	DK82Z77
T61		2018	PETERBILT			TRUCK	1XPBDP9X9JD493689	DK83C16
T62		2019	PETERBILT			TRUCK	1XPBDP9X6KD276103	9H18712
T63		2019	PETERBILT			TRUCK	1XPBDP9X1JD476675	
TC01	CHIP	2009	INTERNATIONAL	4300 LP		VN	1HTMNAAL89H062362	8N94041
TC07	CHIP	2012	INTERNATIONAL	Terra Star		VN	1HTJSSKK7CJ384160	9F72071
TC08	SLURRY	2018	RAM		5500	TRUCK	3C7WRMBL5JG392164	08345P2
TC09	SLURRY	2018	RAM		5500	TRUCK	3C7WRMBL3JG392163	08347P2
TC10	SLURRY	2018	RAM		5500	TRUCK	3C7WRMBL2JG407025	08346P2
TC11	SLURRY	2018	RAM		4500	TRUCK	3C7WRLFL6JG397118	08349P2
TC12	SLURRY	2018	RAM		4500	TRUCK	3C7WRLFL6JG397121	08439P2
TC13	SLURRY	2019	RAM		5500	TRUCK	3C7WRMBLXKG686466	96283X2
TC14	SLURRY	2021	RAM		5500	TRUCK	3C7WRMFL3MG702133	99977L3
TC15	CHIP	2022	FORD	F600		TRUCK	1FDFF6KT8NDA08894	54152M3

TC16	CHIP	2022	FORD	F600		TRUCK	1FDFF6KT6NDA08893	59998M3
TC17	SLURRY	2023	RAM		5500	TRUCK	3C7WRMBL6PG501580	08625T3
TC18	SLURRY	2023	RAM		5500	TRUCK	3C7WRMBL8PG501581	56482T3
TC19	SLURRY	2023	RAM		5500	TRUCK	3C7WRKFL1PG501579	56477T3
TC20	SLURRY	2023	RAM		5500	TRUCK	3C7WRKFLXPG501578	32932T3
TC21	CHIP	2024	FORD	F600		TRUCK	1FDFF6KT1RDA17300	68629Z3
UT01	CHIP	2003	FORD	PICKUP		PK	1FTNW20I33EB73805	7B66612
UT03	CHIP	2006	FORD	PICKUP		PK	1FTSW20506ED58693	8F38385
UT04	CHIP	2002	FORD	PICKUP		PK	1FTNW20S22EA57856	96517T1
UT06		2005	FORD	PICKUP		PK	1FTSW21Y75ED33510	7S71327
UT07	SHOP	2003	FORD	PICKUP		PK	1FTNW21SX3ED30705	7E94315
UT11	Crew truck for Slurry Division	2006	FORD	PICKUP		PK	1FTSW21506EC43204	97146Z1
UT15	Lorenzo - Chip	2018	FORD	PICKUP		PK	1FT7W2B64JEB52250	29389M2
UT18	GUNNAR BERTSCH	2022	FORD	PICKUP		PK	IFT7W2B67NEE88433	54766P3
UT19	Tony - CHIP	2022	FORD	F-250		PK	1FT7W2BN2NEG34437	20045T3
UT20	SLURRY - RIGO DUARTE	2023	FORD	F-250		PK	1FT8W2BN1PEE06419	53299W3
UT21	SLURRY - JOSE "MARTIN" PEINADO	2023	FORD	F-250		PK	1FT8W2BN5PEE01501	53298W3
WB01	HOT PLANT	2014	JETSTREAM	TAILER		TAILER	1J94301A7EH422019	4QNY371
WT01	Slurry			Water Tank			156548	n/a
WT02	SLURRY						1807491093	N/A
WT03	SLURRY			WATER TANK			FM04250SWSS	N/A

AMERICAN PAVEMENT SYSTEMS, INC.

CERTIFICATE OF SECRETARY

Resolved, that effective January 2, 2026 through December 31, 2026, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company, relating to any and all domestic construction projects arising out of the Company's operations.

I, David Pimley, do hereby certify that I am duly qualified as Secretary of American Pavement Systems, Inc., a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 2, 2026 by the Board of Directors, at a meeting in accordance with the provisions of the Company Bylaws; that the directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect

DATED: January 2, 2026

David Pimley, Secretary

EXHIBIT 1

AUTHORIZED SIGNERS
American Pavement Systems, Inc., A California Corporation

DESIGNATED SIGNERS
Gregory B. Reed, President
Marc A. Bertsch, Executive Vice President
David Pimley, Vice President, Secretary, Treasurer
Michael Marchini, Vice President
Ryan Bangle, Operations Manager

South White Rock and Stone Creek Surface Treatment Project
Bid Summary

May 21, 2026, 2:00 pm, Opengov

	Construction Contractor	TOTAL	Bid Schedule	Project Contact	Contractors License	DIR Registration	Equal Employment	Public Contract Code 10285.1, 10162, 10232 Statements	Designation of Subcontractors	Experience / Qualifications Questions 9-12	Bidder's Bond	IRAN Contracting Affidavit	Non-Collusion Affidavit	Debarment & Suspension	CARB Certificate of Reported Compliance	Submittal Confirmation	Addendum 1
A	American Pavement Systems, Inc.	$1,709,870.51	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
B	VSS International, Inc.	$1,793,120.00	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
C	Sierra Nevada Construction, Inc.	$1,887,007.00	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
D	Pavement Coatings Co.	$2,275,119.62	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
E	B&M Civil LLC	$2,567,710.80	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
F																	
G																	

Attendees: Jesse Yabes, Associate Civil Engineer
Edgar Medina, Assistant Public Works Director
Kristine Courdy, Principal Civil Engineer

Kristine Courdy

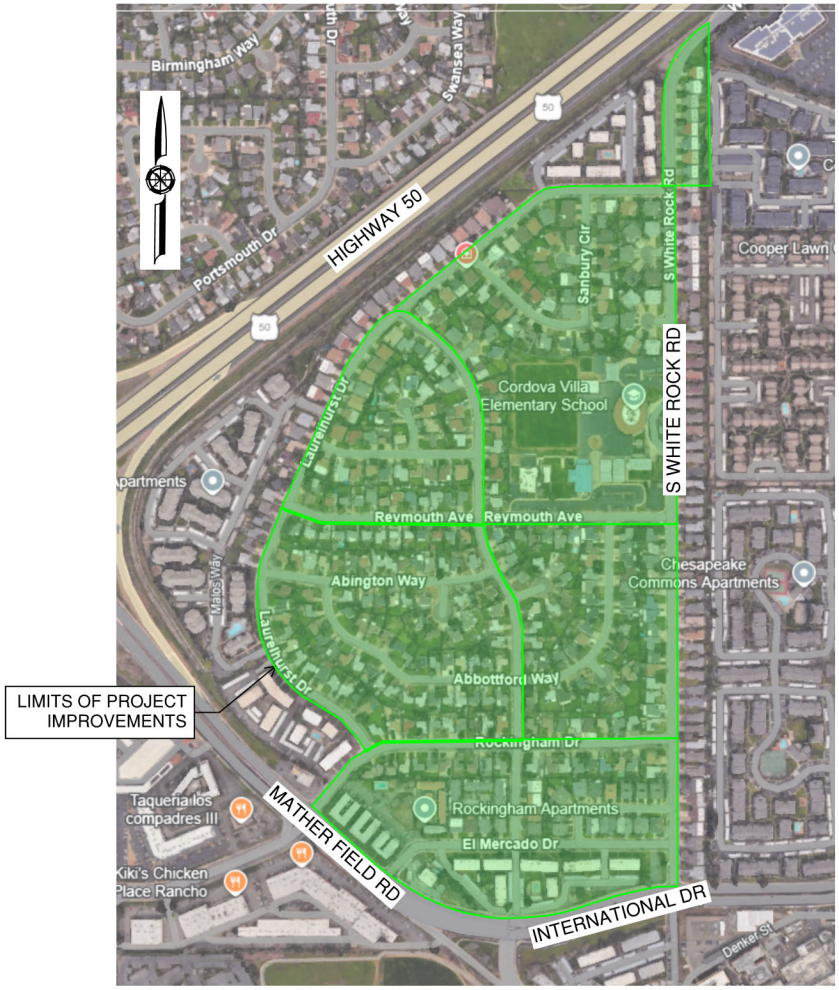
Kristine Courdy, Principal Civil Engineer

5/21/2026

Date

SOUTH WHITE ROCK & STONE CREEK SURFACE TREATMENT PROJECT

PROJECT AREA MAP



LOCATION 1
SOUTH WHITE ROCK



LOCATION 2
STONE CREEK

MEMORANDUM

ITEM 9.8.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Kristine Courdy, Principal Civil Engineer
Sindia Maya, Assistant Civil Engineer
Albert Stricker, Public Works Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON-CALL CONTRACT NO. 2026-94 IN AN AMOUNT NOT TO EXCEED $3,000,000 WITH SALABER ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR FEDERALLY FUNDED PROJECTS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute on-call Contract No. 2026-94 with Salaber Associates, Inc. in an amount not to exceed $3,000,000 for Construction Management Services for federally funded projects.

BACKGROUND

In order to provide flexibility to adapt to a variable development and construction market, the Public Works Department employs the assistance of qualified consultants for construction management, inspection, and plan review services. The on-call contracts allow the city to draw upon greater resources, thus increasing the ability to handle workload peaks and maintain efficient response times.

In 2026, a Request for Qualification solicitation for Construction Management Services was conducted for federally funded projects. The city received ten submittals from firms in the region and, through the competitive selection review process, two firms are recommended for approval. Those two firms are Salaber Associates, Inc. and Dewberry Engineers Inc.

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

FISCAL IMPACT AND FUNDING SOURCE

Construction management of capital improvement projects is paid for through various funding sources earmarked for the projects. The total contract value is for $3,000,000 over the full term

of the contract with specific project assignments drawing down against the full contract amount.

These services do not impact the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2026-94

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE ON-CALL CONTRACT 2026-94 IN AN AMOUNT NOT TO EXCEED $3,000,000 WITH SALABER ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR FEDERALLY FUNDED PROJECTS

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2026-94 with Salaber Associates, Inc. in an amount not to exceed $3,000,000 for on-call construction management services for federally funded projects; and

WHEREAS, the Public Works Department employs the assistance of qualified consultants for construction management, inspection, and plan review services in order to provide flexibility to adapt to variable development and construction 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 on-call construction management consultants; and

WHEREAS, on-call construction management contracts allow the city to draw upon greater resources, thus increasing the ability to handle workload peaks and maintain efficient response times.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-94 with Salaber Associates, Inc. in an amount not to exceed $3,000,000 for Construction Management Services for federally funded projects in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND SALABER ASSOCIATES, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES ON FEDERALLY FUNDED PROJECTS

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Salaber Associates, Inc., a California Corporation ("Professional") as of June 15, 2026. City and Professional are the only parties to this Agreement, therefore the United States Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any Party related to the scope of this Agreement.

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2029, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. 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.

1.5 Consultant Reports.

1.5.1 Reserved

1.5.2 If this Agreement does require "on-call" consulting services:

a. Professional shall submit progress reports at least once a month. The report should be sufficiently detailed for the City's Contract Administrator to determine, if Professional is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

1.6 **Consultant Meetings.** Professional's Project Manager shall meet with the City's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project.

1.7 **Inspection of Work.** Professional and any sub-consultant of Professional shall permit the City to review and inspect the project activities and files at a reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed Three Million Dollars and Zero Cents, ($3,000,000.00), 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. The specified rate shall include full compensation to the Professional for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

The method of payment for this Agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The City will reimburse the Professional for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by Professional in performance of the work. Professional will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by Agreement amendment. In no event, will Professional be reimbursed for overhead costs at a rate that exceeds the City's approved overhead rate set forth in the approved Cost Proposal. In the event, The City determines that changed work from that specified in the approved Cost Proposal and Agreement is required; the actual costs reimbursable by the City may be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Section 2 of this article shall not be exceeded unless authorized by Agreement amendment.

For personnel subject to prevailing wage rates as described in California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

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

2.1 **Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall be formatted in accordance with Local Assistance Procedures and shall also 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.

2.6.1 Services-related travel and subsistence (per diem) expenses of Professional, and any and all of its subcontractors, claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Professional are in excess of DPA rates, Professional is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Professional on demand within thirty (30) days of such invoice.

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

2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 **Prompt Payment.**

2.10.1 Prompt Payment from Local Agency to Professional: The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Professional on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Professional, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

(1) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The City must return any payment request deemed improper by the City to the Professional as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

2.10.2 Prompt Payment Certification: For projects awarded on or after September 1, 2023: the Professional must now submit Exhibit 9-P to the City administering the contract by the 15th of the month following the month of any payment(s). If the Professional does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for all firms, and address any prompt payment issues until the end of the project.

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.

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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.

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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. Professional agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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

5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any 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 and all of Professional's subcontractors, as applicable, 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, and federal executive orders. 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 including 31 U.S.C. Chapter 38 relating to False Claims and Statements.

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.

7.6 **Safety.**

7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

7.6.2 Pursuant to the authority contained in Vehicle Code §591, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably

necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

7.6.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

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.**

8.3.1 The Parties may amend this Agreement only by a writing signed by all the Parties.

8.3.2 This Agreement may be amended or modified only by mutual written agreement of the parties.

8.3.3 Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.3.4 There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by City's Contract Administrator.

8.4 Assignment and Subcontracting.

8.4.1 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.

8.4.2 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subconsultants, and no subagreement shall relieve the Agreement of its responsibilities and obligations hereunder. The Agreement agrees to be as fully responsible to the City for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Agreement. The Agreement 's obligation to pay its Subconsultants is an independent obligation from the City 's obligation to make payments to the Agreement.

8.4.3 The Professional shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Administrator, except that which is expressly identified in the Professional's approved Cost Proposal.

8.4.4 Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

8.4.5 Professional shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Professional by the City.

8.4.6 Any substitution of Subconsultants must be approved in writing by the City Contract Administrator in advance of assigning work to a substitute Subconsultant.

8.4.7 Prompt Progress Payment: Professional or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Professional on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Professional or subconsultant to a subconsultant, Professional or subconsultant

may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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

8.4.8 Prompt Payment of Withheld Funds to Subconsultants: The City may hold retainage from Professional and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to Professional based on these acceptances. The City shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by Professional or subconsultant to a subconsultant.

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

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

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.

8.7 **Temporary Suspension.** The City may temporarily suspend this Agreement, at no additional cost to the City, proved that the Consultant is given written notice (delivered certified mail, return receipt requested) of temporary suspension. If the City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under the Agreement. A temporary suspension may be issued concurrent with the notice of termination.

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.

Professional and any subconsultants shall permit the City, the State, and the FHWA if federal participating funds are used in this Agreement to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 – Patent Rights under Government Contracts for federal aid contracts).

City may permit copyrighting reports or other agreement product. If copyrights are permitted; the Agreement shall provide that the FHWA shall have the roalty-free

nonexclusive and irrevocable right to reproduce, publics, or otherwise use, and to authorize other to use, the work for government purposes.

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

9.4 **Financial Management System and Records.** Professional, and any and all of Professional's subcontractors, shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Services costs and matching funds by line item for the Services. The financial management system of Professional, and any and all of Professional's subcontractors, shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by the City or the State.

9.5 **Backup documentation**. Professional must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Professional. Professional agrees to submit supporting backup documentation with invoices if requested by City or the State. Acceptable backup documentation includes, but is not limited to, City's progress payment/s to Professional, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs incurred pursuant to the Services.

9.6 **Audit Review Procedures.**

9.6.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.

9.6.2 Not later than thirty (30) calendar days after issuance of the final audit report, Professional may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

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

9.6.4 Professional and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Professional's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Professional and approved by City Contract Administrator to conform to the audit or review recommendations. Professional agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Professional to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

9.6.5 Professional's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Professional and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Professional to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

(1) During IOAI's review of the ICR audit work papers created by the Professional's independent CPA, IOAI will work with the CPA and/or Professional toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant

approval letter, City will reimburse the Professional at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI. Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

(2) If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Professional to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Professional's and/or the independent CPA's revisions.

(3) If the Professional fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

(4) Professional may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Professional must submit the final invoice to the City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Professional, either as a prime or subconsultant, with the same fiscal period ICR.

Section 10. FUNDING PROVISIONS.

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

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

(a) No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Professional to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Professional shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

10.1.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

10.2 Statement of Compliance.

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

10.2.2 During the performance of this Contract, Professional and all subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability,

medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Professional and all subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

10.2.3 Professional and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-ij et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-n, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

10.2.4 Professional shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

10.2.5 Professional and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

10.2.6 Professional shall include the nondiscrimiation and compliance provisions of this clause in all subcontracts to perform work under this agreement.

10.2.7 The Professional, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

10.2.8 The Professional shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Professional shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

10.2.9 Professional, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

10.2.10 **Title VI Assurances (Appendix A):** During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Professional) agrees as follows:

A. Compliance with Regulations: Professional shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

B. Nondiscrimination: Professional, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Professional shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Professional for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Professional of the Professional's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Professional shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Professional is in the exclusive possession of another who fails or refuses to furnish this information, Professional shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Professional has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Professional's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to Professional under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
(2) cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Professional shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

10.2.11 Pertinent Non-Discrimination Authorities (Appendix E). Professional and all of Professional's subcontractors agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and Ill of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. To the extent required by law, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. To the extent required by law, Executive Order 13166 Re, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

10.4 **Debarment and Suspension Certification.**

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

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

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

10.5 **Evaluation of Professional.** Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

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

10.7 **Equipment Purchase.**

10.7 .1 Prior authorization in writing, by City's Contract Administrator shall be required before Professional enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or Professional services. Professional shall provide an evaluation of the necessity or desirability of incurring such costs.

10.7.2 For purchase of any item, service or consulting work not covered in Professional's Cost Proposal and exceeding $5,000 prior authorization by City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

10.7.3 Any equipment purchased as a result of this contract is subject to the following: (1) "Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Professional may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Professional elects to keep the equipment, fair market value shall be determined at Professional's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City; and (2) Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

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

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

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

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

of this contract.

10.9 Cost Principles.

10.9.1 Professional agrees that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Services cost items

10.9.2 Professional agrees to comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and Federal regulations

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

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

10.10 [INTENTIONALLY OMITTED].

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

10.12 Funding Requirements.

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

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

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

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

10.13 State Prevailing Wage Rates.

10.13.1 No Professional or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

10.13.2 The Professional shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

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

10.13.4 Payroll Records:

(1) Each Professional and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Professional or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.
b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

(2) The payroll records enumerated under paragraph (1) above shall be certified as correct by the Professional under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representatives at all reasonable hours at the principal office of the Professional. The Professional shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Professional.
c. The public shall not be given access to certified payroll records by the Professional. The Professional is required to forward any requests for certified payrolls to the City Contract Administrator by both email and regular mail on the business day following receipt of the request.

(3) Each Professional shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

(4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Professional or Subconsultant performing the work shall not be marked or obliterated.

(5) The Professional shall inform City of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

(6) The Professional or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records

enumerated in paragraph (1) above. In the event the Professional or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments then due. Professional is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

10.13.5 When prevailing wage rates apply, the Professional is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Administrator.

10.13.6 Penalty:

(1) The Professional and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Professional and any Subconsultant shall forfeit to the City a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Professional or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

(2) The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Professional or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Professional or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Professional or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Professional or Subconsultant had knowledge of the obligations under the Labor Code. The Professional is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

(3) In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Professional or Subconsultant.

(4) If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Professional of the project is not liable for the penalties described above unless the

Professional had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Professional fails to comply with all of the following requirements:

a. The Agreement executed between the Professional and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Professional shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Professional shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Professional shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

(5) Pursuant to Labor Code §1775, City shall notify the Professional on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

(6) If City determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Professional shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

10.13.7 Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Professional shall forfeit, as a penalty to the City, twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the Professional or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more

than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

10.13.8 Employment of Apprentices:

(1) Where either the prime Agreement or the subagreement exceeds thirty thousand dollars ($30,000), the Professional and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

(2) Professional 's and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Professional and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Professional is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

10.14 Claims filed by City's Construction Contractor.

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

10.14.2 Professional's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City.

10.14.3 Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Professional's personnel services under this Agreement.

10.14.4 Services of Professional's personnel in connection with City's construction contractor claims will be performed pursuant to a written contract amendment, if

necessary, extending the termination date of this Agreement in order to resolve the construction claims.

10.15 Confidentiality of Data

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

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

10.15.3 Professional shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

10.15.4 Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt City's written permission.

10.15.5 Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

10.15.6 All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity, other than City, Caltrans, and/or FHWA. All of the materials prepared or assembled by Professional pursuant to performance of this Contract are confidential and Professional agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Professional or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Professional for any damages caused by Professional releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

Section 11 MISCELLANEOUS PROVISIONS.

11.1 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.

11.2 **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.

11.3 **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.

11.4 **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.

11.5 **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.

11.6 **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.

11.7 **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.

11.8 **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.

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

11.10 **Notices.** Any written notice to Professional shall be sent to:
Bob LoRusso, President
Salaber Associates, Inc.
10969 Trade Center Drive, #108
Rancho Cordova, CA 95670
Email Address (for Insurance Update Requests)
aflynn@saiservices.com

Any written notice to City shall be sent to:
Sindia Maya
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
smaya@cityofranchocordova.gov

11.11 **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.

11.12 **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.

11.13 **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 first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date: _____

PROFESSIONAL

_____
Bob LoRusso, President

Date: _____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

1.0 SCOPE OF WORK

Rancho Cordova Public Works (City) is soliciting Statements of Qualification (SOQs) from qualified firms to select up to two firms to provide construction management, construction inspection, materials sampling and testing, and laboratory services on an on-call basis for various projects in the City of Rancho Cordova. The Consultant shall perform services in accordance with the latest Caltrans, Sacramento County and City standards, the State Local Assistance Procedures Manual, and other appropriate documents.

The selected consultant will be expected to manage and control costs and resources, 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). The following tasks area suggested breakdown of Project tasks and should be incorporated into the fee schedule under the appropriate activities.

1.1. PROJECT TASKS

For each specific construction project the selected Consultant shall be issued a Task Order. The selected 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 Task Order shall detail the tasks required, schedule, and projected costs. The costs will be based on the specified rates of compensation in the Agreement. The City shall confer with the Consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

specific services anticipated to be included are as follows:

1.2. OVERVIEW

The Consultant shall provide construction administration of the project to facilitate the ongoing construction efforts. At a minimum the Consultant shall:

- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.
- Provide labor compliance services including, but not limited, to monitoring contractor compliance with applicable labor laws.
- Ensure compliance with Contractor's DBE requirements. Based on the US DOT IFR this will be an optional task if DBE requirements are required at the time of the construction solicitation.

- Provide administrative, management and related services as required to coordinate the work of the Contractor, to complete the project in accordance with contract documents, State regulations and in accordance with the City's objectives for cost, time and quality.

- Coordinate with the City, Caltrans and all other involved agencies to obtain and comply with all required permits.

- Prepare all ongoing documentation, testing and other administration associated with the project funding.

- Review the construction schedule, including activity sequences and durations, schedule of submittals and schedule of delivery for products with long lead-time. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.

- Prepare a cost control program. Provide continuous monitoring of the approved estimate of construction cost, showing actual costs for activities in progress and estimates for incomplete tasks. Identify variances between actual and budgeted or estimated costs and advise the City whenever projected costs exceed budgets or estimates.

- Recommend necessary or desirable changes in the construction Contractor's scope of work to the City, review and evaluate Contractor's request for changes, assist in negotiating Contractor's proposals, submit recommendations to the City supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.

- Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

- Develop and implement procedures for the review and processing of applications by Contractor for progress and final payments. Make recommendations for certification to the City for payment.

- Consult with the Design Engineer and the City if the Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.

- Manage any utility work to be performed by utility agencies (work not part of Contractor's responsibilities).

1.3. RESIDENT ENGINEER/ASSISTANT RESIDENT ENGINEER

The Resident Engineer/Assistant Resident Engineer shall be responsible for the construction contract administration and shall ensure that the performance of assigned work complies with the requirements of the plans, specifications, and City standards. The Consultant may propose one or two staff persons, as they see fit, to provide the duties described herein. The essential duties of the Resident Engineer/Assistant

Resident Engineer shall include, but not limited to, the following:

- Coordination with other Consultants
- Conduct pre-construction conference and periodic construction progress meetings
- Coordinate utility work
- Community Outreach including preparing and distributing notices.
- Grant administration including periodic reporting to granting agency.
- Attend pre-construction conference and periodic construction progress meetings including, but not limited to, preparation of agendas and meeting minutes.
- Monitor the contractor's operations.
- Analyze the plans, estimates, and preliminary quantity calculations, and determine if the estimated quantities cover all contemplated work items.
- Study the environmental permits or approvals.
- Coordinate required testing stated in the specifications and special inspections as necessary
- Ensure that the contractor complies with the DBE Program Plan. (Based on the US DOT IFR this will be an optional task if DBE requirements are required at the time of the construction solicitation).
- Assist the Labor Compliance Officer with administering labor compliance requirements.
- Prepare a monthly Project Progress Report, outlining at a minimum, accomplishments since the prior Project Progress Report; current status of Project performance such as cost and schedule performances; progress toward resolution of previously identified problems; problems or potential problems since the prior Project Progress Report, planned corrective actions; and milestones expected to be reached during the next reporting period. Each Project Progress Report shall also include photographs taken during the reporting period.
- Ensure the contractor complies with all contract requirements.
- Call for required tests to ensure work quality in conformance with the City's Quality Assurance Program (QAP).
- Keep complete, accurate, and concise records (daily reports) of the work and quantities measured for payment.
- Keep the City informed of work progress and problems.

- Respond to any contractor questions about plans and specifications.

- Work effectively by knowing construction methods and inspection techniques.

The aforementioned duties are essential and shall not be considered as a comprehensive list of duties for the resident engineer/assistant resident engineer. Full details of the responsibilities and duties of the Resident Engineer/Assistant Resident Engineer are discussed in the California Department of Transportation (Caltrans) Construction Manual, Local Assistance Procedures Manual, and Surveys Manual.

The Resident Engineer shall be a licensed professional civil engineer. It is preferred that the Resident Engineer be a Qualified Storm Water Pollution Prevention Plan Developer (QSD) or Qualified Storm Water Pollution Prevention Plan Practitioner (QSP), as certified by the California Stormwater Quality Association (CASQA)/California Construction General Permit Training Team certification due to the essential duties listed on the Request for Qualifications.

The Assistant Resident Engineer, is not required to be registered, however, if not registered, they must be working under the supervision of a registered engineer.

1.4. LABOR COMPLIANCE ADMINISTRATION SERVICES

The Labor Compliance Officer shall perform administration of the labor compliance to enforce the contract's provisions and ensure that all labor compliance requirements are performed and documented in the Project file. The essential duties of the Labor Compliance Officer shall include, but not be limited to the following:

- Participate in pre-construction conference and periodic construction progress meetings, as needed.

- Review Resident Engineer's daily reports, which note employees, labor classifications, hours worked, and equipment working on the Project.

- Conduct spot interviews with employees on the Project.

- Maintain written evidence of apprentices employed on the Project.

- Ensure that the contractor submits certified payrolls and/or owner operator listings for their work and from all subcontractors or equipment rental companies who perform work on the Project.

- Spot checking the payrolls or listings to ensure that, at the least, applicable Davis-Bacon or State prevailing wage rates are paid.

- Cross check reports, interviews, and payrolls and wage rates in order to determine the contractor's and subcontractor's compliance. Compare all force account or day labor work to certified payrolls.

- Ensure that the contractor posts all specified posters, notices, wage determinations, etc. at the job site.

- In concurrence with the Resident Engineer, apply necessary sanctions against the contractor for

failure to submit payrolls or noncompliance with the labor standard requirements.

- Reporting any apparent violation of state or federal labor requirements to the Resident Engineer, immediately upon discovery.

The aforementioned duties are essential and shall not be considered as a comprehensive list of duties. Full details of the responsibilities and duties of the Labor Compliance Officer are discussed in the California Department of Transportation (Caltrans) Construction Manual, and Local Assistance Procedures Manual.

1.5. CONSTRUCTABILITY REVIEW

The purpose of constructability reviews during project development is to ensure that projects are biddable, buildable, cost-effective and maintainable. Constructability reviews involve the optimum use of construction knowledge and experience in the planning and development of a project.

One of the primary goals of constructability reviews is to foster a greater level of involvement by construction personnel during project planning and development. The Regional/Resident/Maintenance Engineers and staff are key providers of comments on constructability issues throughout the project development process.

Waiting to conduct constructability reviews in the late stages of design is not effective. By project end, significant resources have been expended in developing the design. Plan changes at this late stage are costly to implement, have a significant effect on the project schedule and may conflict with long established approved permits and commitments. It is imperative that knowledgeable construction people are involved early in planning and development.

Deliverables:

- One copy of the final Constructability Review including plan mark ups

1.6. PROJECT BIDDING SUPPORT

Consultant shall be available to assist with any require Request for Information (RFI's) during Project bidding. The City utilizes and electronic procurement software to analyze bids. The Consultant shall be available to perform an overview of the submitted bids. The City will prepare the bid solicitation, manage the process, and draft the agreement. This task includes high level support.

1.7. DOCUMENTATION OF PRE-CONSTRUCTION CONDITIONS

Consultant shall document pre-construction conditions using photographs, written notes, and video. The entire site shall be video recorded prior to construction. Special or sensitive areas shall be noted and extra documentation may be required.

Deliverables:

- Copies of all documentation, including photographs, notes and video

1.8. DOCUMENTATION AND RECORD KEEPING

The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress and contractual obligations. The Consultant shall provide at a minimum the services below:

- Verify that all required certificate of bonds and insurance have been received from the Contractor and forwarded to the City for approval.

- Maintain at the project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which are relevant to the contract work.

- During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.

- A detailed photographic history of all phases of the project shall be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time and items of interest. The photographs shall be maintained in an album and the photographs shall be indexed for ease of retrieval. Photos shall also be taken of the following:

    - Barricade placement.

    - Disputed work items.

    - Work that has to be duplicated, replaced, or removed.

    - Completed work.

    - Extra work.

1.9. MEETINGS

Consultant shall prepare for and conduct weekly construction progress meetings to discuss such matters as procedures, progress, problems and scheduling and any other required meetings between the Contractor, City, the Design Engineer and any agencies related to the project. Consultant shall take minutes of the meetings and distribute them to attendees within one week of the meeting. Meetings shall be held at the offices of the City of Rancho Cordova Department of Public Works or at a mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- Pre-construction meeting with City and all applicable parties related to the project.

- Weekly meetings with City and all applicable parties related to the project.
- Any meetings necessary to immediately resolve project issues related to scope, cost, schedule, etc.
- Meeting agendas and minutes.

1.10. SUBMITTALS AND CLARIFICATIONS

The Consultant shall issue documented clarifications and interpretations of the Project Plans and Specifications in response to requests for information (RFI) by the Contractor. The Consultant shall notify the City of any clarifications or interpretations that may result in a change order. The Consultant shall also accept and process submittals, including but not limited to shop drawings, product data, and product samples. The Consultant shall review any submittals deemed appropriate by the City. Submittals requiring review by the Design Engineer shall be logged and transmitted for formal review. Consultant shall be responsible to see that all submittals are reviewed and returned in a timely manner.

Deliverables:

- Copies of submittals
- Copies of all documentation for clarification and interpretation of the Project Plans and Specifications

1.11. QUALITY ASSURANCE

The selected Consultant shall provide Construction Managers (hereinafter referred to as “CM”), licensed as Professional Civil Engineer Registered in the State of California, for a wide range of services including but not limited to: administration, project inspection, quality assurance, materials testing, safety, claims mitigation, document control, labor compliance, construction management and constructability review. The CM shall qualify and act as the City’s Resident Engineer in accordance with state and federal requirements

The CM shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the City, to assure that the work performed and materials furnished are in accordance with the contract documents. The CM shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the City and appropriate parties for resolution.

The CM shall review and follow the City's Quality Assurance Program (QAP) to provide assurance that the materials incorporated into construction projects are in conformance with the contract specifications. This QAP is intended to be used for routine Federal-aid and other designated projects, such as projects located off the National Highway System (NHS) within the City of Rancho Cordova. Projects on the NHS and State Highway System (SHS) must follow Caltrans QAP that meets federal requirements. Projects off the SHS, the City may adopt the Caltrans QAP described above or may develop their own QAP conforming with the requirements of the QAP Manual and FHWA regulation.

1.12. FIELD INSPECTION

Consultant shall provide experienced and qualified field inspectors (who are acceptable to the City) to observe/inspect the Contractor's construction work on a daily basis. The Inspector shall inspect all constructed facilities prior to burial and observe all tests required to be performed by the Contractor or referenced in the Project Plans and Specifications. Field inspectors shall monitor the Contractor's performance for adherence to project plans and specifications, construction quality, cost, and schedule and shall enforce, either approving or rejecting the Contractor's work in accordance with the requirements of applicable Contract Documents. Inspectors will review the safety programs developed by the Contractor as required by the contract documents and monitor the Contractor's compliance. Depending on the scope of the project, individual inspectors shall have inspection experience that includes, but is not limited to, the following areas:

1. General site preparation including clearing, grubbing, and mass grading. Environmentally sensitive issues such as wetland preservation/mitigation, tree protection, tree removal and mitigation, water quality management, and erosion control construction and monitoring.

2. Underground construction that includes wet and dry utilities, shoring, canals, detention ponds, etc.

3. New road construction, existing road widening and improvements including subgrade, structural section and paving, knowledge of bridge construction inspection, and pier construction and placement.

4. Other experience applicable to the project.

Daily inspection reports and diaries of Contractor's construction activities shall be prepared and made available to the City on the following day. Daily inspection reports shall include, at a minimum, the following information: Contractor's activities, weather conditions, discussions with the Contractor, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice. The Consultant shall document special situations by photograph or video accompanied with a written description. Consultant shall document any defective work until it is repaired to the Consultant's and City's satisfaction and quality of work is in accordance with the contract documents.

The Consultant shall prepare and submit a written weekly report to the City describing updates of the project progress, summaries of work performed including percent of work completed, work activities behind schedule, any community relations issues and defective work. All outstanding deficiencies shall also be noted in the weekly report until resolved or settled.

Deliverables:

- Daily Inspection Reports
- Weekly Reports

1.13. TESTING

Consultant shall provide, coordinate, and monitor all field and laboratory testing of soils, backfill, asphalt concrete, Portland cement concrete, and other testing required by law or the Project Plans and Specifications. Consultant(s) shall perform all testing work with certified technicians including, but not limited to, Caltrans certifications. All Consultant(s) laboratory facilities shall be certified to perform the respective tests according to the Caltrans Quality Assurance Program Manual for use by Local Agencies and shall be approved by the City. Consultant shall review results of tests, forward copies of the results to the City as part of the weekly reports, and work with the Contractor to resolve deficiencies. All test procedures will be in accordance with the latest Caltrans Test Methods and the City of Rancho Cordova Specifications.

Deliverables:

- Copies of all testing results

1.14. OTHER TASKS

As part of the inspections and construction administration activities, the Consultant shall include the tasks listed below as part of the overall project activities as listed in the professional services agreement:

1. Consultant shall monitor Contractor's coordination with various utility companies.

2. Consultant shall inspect traffic control and erosion control measures as often as necessary to assure activities are in accordance with the Contract documents and State regulations.

3. Consultant shall provide topographic survey and construction staking services upon request from City.

4. Consultant shall notify the City immediately of any errors or omissions that are found on the plans and specifications during construction.

5. Consultant shall enforce the requirements of the California Labor Code as they pertain to the project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications.

6. Consultant shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

1.15. PROJECT CLOSEOUT

The Consultant shall submit to the City's Representative the following close out items:

1. The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction of this project.

2. All records, maps, and plans maintained by the Consultant during construction.

3. All approved shop drawings, submittals and manufacturers' literature maintained by the Consultant during the construction project.

4. One complete set of annotated project progress photographs bound chronologically and video recordings taken before and during construction.

5. One set of record drawings of as-built changes in neat red pencil.

6. Project Closeout file from Consultant Software.

1.16. WARRANTY INSPECTION

The Consultant shall provide a warranty inspection prior to the warranty expiration date. The Consultant will submit a copy of the warranty report to the City.

1.17. LOCAL AGENCY OBLIGATIONS

All plans, specifications and data applicable to the projects and in possession of the City of Rancho Cordova are to be made available to the Consultant. The City will assign a City Project Manager for all projects associated with this RFQ to assist/direct the Consultant.

1.18. PROJECT RECORD KEEPING - ELECTRONIC PROJECT/CONSTRUCTION MANAGEMENT SOFTWARE

Consultant shall provide a software program for electronic project record keeping. The program shall be able to record daily progress, problems, transmittals, submittals, requests for information, project documents, inspection logs, change orders and all general correspondences. The program shall be accessed in the field through a computer, cell phone and tablets and the inspector shall have cell or internet coverage at the project site. The Consultant shall provide information on the proposed software program as part of the RFQ response.

1.19. DEPARTMENT OF INDUSTRIAL RELATIONS – SB 854 COMPLIANCE

Consultant shall comply with the Public Works Contractor Registration Law – SB 854 as required by the Department of Industrial Relations.

1.20. FINAL COMPLETION & ACCEPTANCE

After the project is substantially complete, the Consultant shall schedule a walk through with the City, request input from all other City Departments needed to prepare a "punch list" of incomplete or unsatisfactory items and submit the list to the Contractor. Once all work is satisfactorily complete, the Consultant shall deliver a statement to the City indicating that to the best of the Consultant's knowledge

and belief, after diligent investigation including satisfaction of its other obligations under the agreement, the project has been completed in accordance with the Project Plans and Specifications and the Consultant recommends acceptance of the project by the City. The Consultant shall submit the Final Progress Pay Estimate signed by the Contractor.

Deliverables:

- Copies of the Project punchlist
- Copies of the Final Progress Pay Estimate

EXHIBIT B

COMPENSATION SCHEDULE

[See attached Consultant Compensation Schedule]

Master template

CONSTRUCTION MANAGEMENT SERVICES - FEDERAL FUNDED ON-CALL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Exhibit B

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Federal Nos.:

Consultant or Subconsultant: Salaber Associates, Inc. Contract No.: Date: 04/17/2026

Fringe Benefit % 0.0000% + Overhead % 143.12% + General Administration % 0.0000% = Combined Indirect Cost Rate (ICR) % 143.12%

FEE % = 10.0%

Escalation % = 5.0%

BILLING INFORMATION CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[3]	% or $ increase	Hourly range - for classifications only
Bob LoRusso, PE	$ 294.18	$ 294.18	$ 294.18	04/01/2026	03/31/2027	$ 110.00		Not Applicable
Resident Engineer/ Construction Manager	$ 308.88	$ 308.88	$ 308.88	04/01/2027	03/31/2028	$ 115.50	5.0%	
Exempt | Non-Prevailing Wage	$ 324.33	$ 324.33	$ 324.33	04/01/2028	03/31/2029	$ 121.28	5.0%	
	$ 340.54	$ 340.54	$ 340.54	04/01/2029	03/31/2030	$ 127.34	5.0%	
	$ 357.57	$ 357.57	$ 357.57	04/01/2030	03/31/2031	$ 133.71	5.0%	
Chris Fallbeck, PE	$ 267.43	$ 267.43	$ 267.43	04/01/2026	03/31/2027	$ 100.00		Not Applicable
Resident Engineer/ Construction Manager	$ 280.80	$ 280.80	$ 280.80	04/01/2027	03/31/2028	$ 105.00	5.0%	
Exempt | Non-Prevailing Wage	$ 294.84	$ 294.84	$ 294.84	04/01/2028	03/31/2029	$ 110.25	5.0%	
	$ 309.59	$ 309.59	$ 309.59	04/01/2029	03/31/2030	$ 115.76	5.0%	
	$ 325.07	$ 325.07	$ 325.07	04/01/2030	03/31/2031	$ 121.55	5.0%	
Bob Vrooman, PE	$ 251.39	$ 251.39	$ 251.39	04/01/2026	03/31/2027	$ 94.00		Not Applicable
Resident Engineer/Construction Manager	$ 263.96	$ 263.96	$ 263.96	04/01/2027	03/31/2028	$ 98.70	5.0%	
Exempt	$ 277.15	$ 277.15	$ 277.15	04/01/2028	03/31/2029	$ 103.64	5.0%	
	$ 291.01	$ 291.01	$ 291.01	04/01/2029	03/31/2030	$ 108.82	5.0%	
	$ 305.56	$ 305.56	$ 305.56	04/01/2030	03/31/2031	$ 114.26	5.0%	
Brian Ellis, PE	$ 235.34	$ 235.34	$ 235.34	04/01/2026	03/31/2027	$ 88.00		Not Applicable
Resident Engineer/ Construction Manager	$ 247.11	$ 247.11	$ 247.11	04/01/2027	03/31/2028	$ 92.40	5.0%	
Exempt | Non-Prevailing Wage	$ 259.46	$ 259.46	$ 259.46	04/01/2028	03/31/2029	$ 97.02	5.0%	
	$ 272.44	$ 272.44	$ 272.44	04/01/2029	03/31/2030	$ 101.87	5.0%	
	$ 286.06	$ 286.06	$ 286.06	04/01/2030	03/31/2031	$ 106.96	5.0%	

Matt Nord*	$ 184.53	$ 219.03	$ 253.53	04/01/2026	03/31/2027	$ 69.00		Not Applicable
Construction Inspector - Group 2	$ 193.75	$ 229.98	$ 266.20	04/01/2027	03/31/2028	$ 72.45	5.0%	
Non-Exempt | Prevailing Wage	$ 203.44	$ 241.48	$ 279.51	04/01/2028	03/31/2029	$ 76.07	5.0%	
	$ 213.61	$ 213.61	$ 213.61	04/01/2029	03/31/2030	$ 79.88	5.0%	
DAY	$ 224.30	$ 224.30	$ 224.30	04/01/2030	03/31/2031	$ 83.87	5.0%	
Matt Nord*	$ 203.25	$ 241.25	$ 279.25	04/01/2026	03/31/2027	$ 76.00		Not Applicable
Construction Inspector - Group 2	$ 213.41	$ 253.31	$ 293.21	04/01/2027	03/31/2028	$ 79.80	5.0%	
Non-Exempt | Prevailing Wage	$ 224.08	$ 265.98	$ 307.87	04/01/2028	03/31/2029	$ 83.79	5.0%	
	$ 235.29	$ 235.29	$ 235.29	04/01/2029	03/31/2030	$ 87.98	5.0%	
NIGHT	$ 247.05	$ 247.05	$ 247.05	04/01/2030	03/31/2031	$ 92.38	5.0%	
Steve Onesky	$ 181.85	$ 215.85	$ 249.85	04/01/2026	03/31/2027	$ 68.00		Not Applicable
Construction Inspector - Group 2	$ 190.95	$ 226.65	$ 262.35	04/01/2027	03/31/2028	$ 71.40	5.0%	
Non-Exempt | Prevailing Wage	$ 200.49	$ 237.98	$ 275.46	04/01/2028	03/31/2029	$ 74.97	5.0%	
	$ 210.52	$ 210.52	$ 210.52	04/01/2029	03/31/2030	$ 78.72	5.0%	
DAY	$ 221.04	$ 221.04	$ 221.04	04/01/2030	03/31/2031	$ 82.65	5.0%	
Steve Onesky	$ 200.57	$ 238.07	$ 275.57	04/01/2026	03/31/2027	$ 75.00		Not Applicable
Construction Inspector - Group 2	$ 210.60	$ 249.98	$ 289.35	04/01/2027	03/31/2028	$ 78.75	5.0%	
Non-Exempt | Prevailing Wage	$ 221.13	$ 262.48	$ 303.82	04/01/2028	03/31/2029	$ 82.69	5.0%	
	$ 232.19	$ 232.19	$ 232.19	04/01/2029	03/31/2030	$ 86.82	5.0%	
NIGHT	$ 243.80	$ 243.80	$ 243.80	04/01/2030	03/31/2031	$ 91.16	5.0%	
Wes Graves*	$ 189.88	$ 225.38	$ 260.88	04/01/2026	03/31/2027	$ 71.00		Not Applicable
Construction Inspector - Group 2	$ 199.37	$ 236.65	$ 273.92	04/01/2027	03/31/2028	$ 74.55	5.0%	
Non-Exempt | Prevailing Wage	$ 209.34	$ 248.48	$ 287.62	04/01/2028	03/31/2029	$ 78.28	5.0%	
	$ 219.81	$ 219.81	$ 219.81	04/01/2029	03/31/2030	$ 82.19	5.0%	
DAY	$ 230.80	$ 230.80	$ 230.80	04/01/2030	03/31/2031	$ 86.30	5.0%	
Wes Graves*	$ 208.60	$ 247.60	$ 286.60	04/01/2026	03/31/2027	$ 78.00		Not Applicable
Construction Inspector - Group 2	$ 219.03	$ 259.98	$ 300.93	04/01/2027	03/31/2028	$ 81.90	5.0%	
Non-Exempt | Prevailing Wage	$ 229.98	$ 272.98	$ 315.97	04/01/2028	03/31/2029	$ 86.00	5.0%	
	$ 241.48	$ 241.48	$ 241.48	04/01/2029	03/31/2030	$ 90.29	5.0%	
NIGHT	$ 253.55	$ 253.55	$ 253.55	04/01/2030	03/31/2031	$ 94.81	5.0%	
Tony Garcia*	$ 187.20	$ 222.20	$ 257.20	04/01/2026	03/31/2027	$ 70.00		Not Applicable
Construction Inspector - Group 2	$ 196.56	$ 233.31	$ 270.06	04/01/2027	03/31/2028	$ 73.50	5.0%	
Non-Exempt | Prevailing Wage	$ 206.39	$ 244.98	$ 283.57	04/01/2028	03/31/2029	$ 77.18	5.0%	
	$ 216.71	$ 216.71	$ 216.71	04/01/2029	03/31/2030	$ 81.03	5.0%	
DAY	$ 227.55	$ 227.55	$ 227.55	04/01/2030	03/31/2031	$ 85.09	5.0%	
Tony Garcia*	$ 205.92	$ 244.42	$ 282.92	04/01/2026	03/31/2027	$ 77.00		Not Applicable
Construction Inspector - Group 2	$ 216.22	$ 256.64	$ 297.07	04/01/2027	03/31/2028	$ 80.85	5.0%	
Non-Exempt | Prevailing Wage	$ 227.03	$ 269.48	$ 311.92	04/01/2028	03/31/2029	$ 84.89	5.0%	
	$ 238.38	$ 238.38	$ 238.38	04/01/2029	03/31/2030	$ 89.14	5.0%	
NIGHT	$ 250.30	$ 250.30	$ 250.30	04/01/2030	03/31/2031	$ 93.59	5.0%	

Chase Alexander*	$ 168.48	$ 199.98	$ 231.48	04/01/2026	03/31/2027	$ 63.00		Not Applicable
Office Engineer / Construction Inspector - Group 2	$ 176.91	$ 209.98	$ 243.06	04/01/2027	03/31/2028	$ 66.15	5.0%	
Non-Exempt | Prevailing Wage	$ 185.75	$ 220.48	$ 255.21	04/01/2028	03/31/2029	$ 69.46	5.0%	
	$ 195.04	$ 195.04	$ 195.04	04/01/2029	03/31/2030	$ 72.93	5.0%	
DAY	$ 204.79	$ 204.79	$ 204.79	04/01/2030	03/31/2031	$ 76.58	5.0%	
Chase Alexander*	$ 187.20	$ 222.20	$ 257.20	04/01/2026	03/31/2027	$ 70.00		Not Applicable
Office Engineer / Construction Inspector - Group 2	$ 196.56	$ 233.31	$ 270.06	04/01/2027	03/31/2028	$ 73.50	5.0%	
Non-Exempt | Prevailing Wage	$ 206.39	$ 244.98	$ 283.57	04/01/2028	03/31/2029	$ 77.18	5.0%	
	$ 216.71	$ 216.71	$ 216.71	04/01/2029	03/31/2030	$ 81.03	5.0%	
NIGHT	$ 227.55	$ 227.55	$ 227.55	04/01/2030	03/31/2031	$ 85.09	5.0%	
Darrel Herrick*	$ 184.53	$ 219.03	$ 253.53	04/01/2026	03/31/2027	$ 69.00		Not Applicable
Construction Inspector - Group 2	$ 193.75	$ 229.98	$ 266.20	04/01/2027	03/31/2028	$ 72.45	5.0%	
Non-Exempt | Prevailing Wage	$ 203.44	$ 241.48	$ 279.51	04/01/2028	03/31/2029	$ 76.07	5.0%	
	$ 213.61	$ 213.61	$ 213.61	04/01/2029	03/31/2030	$ 79.88	5.0%	
DAY	$ 224.30	$ 224.30	$ 224.30	04/01/2030	03/31/2031	$ 83.87	5.0%	
Darrel Herrick*	$ 203.25	$ 241.25	$ 279.25	04/01/2026	03/31/2027	$ 76.00		Not Applicable
Construction Inspector - Group 2	$ 213.41	$ 253.31	$ 293.21	04/01/2027	03/31/2028	$ 79.80	5.0%	
Non-Exempt | Prevailing Wage	$ 224.08	$ 265.98	$ 307.87	04/01/2028	03/31/2029	$ 83.79	5.0%	
	$ 235.29	$ 235.29	$ 235.29	04/01/2029	03/31/2030	$ 87.98	5.0%	
NIGHT	$ 247.05	$ 247.05	$ 247.05	04/01/2030	03/31/2031	$ 92.38	5.0%	
Brandon Barker*	$ 197.90	$ 234.90	$ 271.90	04/01/2026	03/31/2027	$ 74.00		Not Applicable
Construction Inspector - Group 2	$ 207.79	$ 246.64	$ 285.49	04/01/2027	03/31/2028	$ 77.70	5.0%	
Non-Exempt | Prevailing Wage	$ 218.18	$ 258.98	$ 299.77	04/01/2028	03/31/2029	$ 81.59	5.0%	
	$ 229.09	$ 229.09	$ 229.09	04/01/2029	03/31/2030	$ 85.66	5.0%	
DAY	$ 240.55	$ 240.55	$ 240.55	04/01/2030	03/31/2031	$ 89.95	5.0%	
Brandon Barker*	$ 216.62	$ 257.12	$ 297.62	04/01/2026	03/31/2027	$ 81.00		Not Applicable
Construction Inspector - Group 2	$ 227.45	$ 269.98	$ 312.50	04/01/2027	03/31/2028	$ 85.05	5.0%	
Non-Exempt | Prevailing Wage	$ 238.82	$ 283.47	$ 328.13	04/01/2028	03/31/2029	$ 89.30	5.0%	
	$ 250.76	$ 250.76	$ 250.76	04/01/2029	03/31/2030	$ 93.77	5.0%	
NIGHT	$ 263.30	$ 263.30	$ 263.30	04/01/2030	03/31/2031	$ 98.46	5.0%	
Greg Smith*	$ 189.88	$ 225.38	$ 260.88	04/01/2026	03/31/2027	$ 71.00		Not Applicable
Office Engineer / Construction Inspector - Group 2	$ 199.37	$ 236.65	$ 273.92	04/01/2027	03/31/2028	$ 74.55	5.0%	
Non-Exempt | Prevailing Wage	$ 209.34	$ 248.48	$ 287.62	04/01/2028	03/31/2029	$ 78.28	5.0%	
	$ 219.81	$ 219.81	$ 219.81	04/01/2029	03/31/2030	$ 82.19	5.0%	
DAY	$ 230.80	$ 230.80	$ 230.80	04/01/2030	03/31/2031	$ 86.30	5.0%	
Greg Smith*	$ 208.60	$ 247.60	$ 286.60	04/01/2026	03/31/2027	$ 78.00		Not Applicable
Office Engineer / Construction Inspector - Group 2	$ 219.03	$ 259.98	$ 300.93	04/01/2027	03/31/2028	$ 81.90	5.0%	
Non-Exempt | Prevailing Wage	$ 229.98	$ 272.98	$ 315.97	04/01/2028	03/31/2029	$ 86.00	5.0%	
	$ 241.48	$ 241.48	$ 241.48	04/01/2029	03/31/2030	$ 90.29	5.0%	
NIGHT	$ 253.55	$ 253.55	$ 253.55	04/01/2030	03/31/2031	$ 94.81	5.0%	

John Schwartzler*	$ 192.55	$ 228.55	$ 264.55	04/01/2026	03/31/2027	$ 72.00		Not Applicable
Construction Inspector - Group 2	$ 202.18	$ 239.98	$ 277.78	04/01/2027	03/31/2028	$ 75.60	5.0%	
Non-Exempt | Prevailing Wage	$ 212.29	$ 251.98	$ 291.67	04/01/2028	03/31/2029	$ 79.38	5.0%	
	$ 222.90	$ 222.90	$ 222.90	04/01/2029	03/31/2030	$ 83.35	5.0%	
DAY	$ 234.05	$ 234.05	$ 234.05	04/01/2030	03/31/2031	$ 87.52	5.0%	
John Schwartzler*	$ 211.27	$ 250.77	$ 290.27	04/01/2026	03/31/2027	$ 79.00		Not Applicable
Construction Inspector - Group 2	$ 221.83	$ 263.31	$ 304.78	04/01/2027	03/31/2028	$ 82.95	5.0%	
Non-Exempt | Prevailing Wage	$ 232.93	$ 276.48	$ 320.02	04/01/2028	03/31/2029	$ 87.10	5.0%	
	$ 244.57	$ 244.57	$ 244.57	04/01/2029	03/31/2030	$ 91.45	5.0%	
NIGHT	$ 256.80	$ 256.80	$ 256.80	04/01/2030	03/31/2031	$ 96.02	5.0%	
Neil Mathiesen*	$ 192.55	$ 228.55	$ 264.55	04/01/2026	03/31/2027	$ 72.00		Not Applicable
Construction Inspector - Group 2	$ 202.18	$ 239.98	$ 277.78	04/01/2027	03/31/2028	$ 75.60	5.0%	
Non-Exempt | Prevailing Wage	$ 212.29	$ 251.98	$ 291.67	04/01/2028	03/31/2029	$ 79.38	5.0%	
	$ 222.90	$ 222.90	$ 222.90	04/01/2029	03/31/2030	$ 83.35	5.0%	
DAY	$ 234.05	$ 234.05	$ 234.05	04/01/2030	03/31/2031	$ 87.52	5.0%	
Neil Mathiesen*	$ 211.27	$ 250.77	$ 290.27	04/01/2026	03/31/2027	$ 79.00		Not Applicable
Construction Inspector - Group 2	$ 221.83	$ 263.31	$ 304.78	04/01/2027	03/31/2028	$ 82.95	5.0%	
Non-Exempt | Prevailing Wage	$ 232.93	$ 276.48	$ 320.02	04/01/2028	03/31/2029	$ 87.10	5.0%	
	$ 244.57	$ 244.57	$ 244.57	04/01/2029	03/31/2030	$ 91.45	5.0%	
NIGHT	$ 256.80	$ 256.80	$ 256.80	04/01/2030	03/31/2031	$ 96.02	5.0%	
Aubrey Erksine, EIT*	$ 176.51	$ 209.51	$ 242.51	04/01/2026	03/31/2027	$ 66.00		Not Applicable
Office Engineer / Construction Inspector - Group 2	$ 185.33	$ 219.98	$ 254.63	04/01/2027	03/31/2028	$ 69.30	5.0%	
Non-Exempt | Prevailing Wage	$ 194.60	$ 230.98	$ 267.36	04/01/2028	03/31/2029	$ 72.77	5.0%	
	$ 204.33	$ 204.33	$ 204.33	04/01/2029	03/31/2030	$ 76.40	5.0%	
DAY	$ 214.54	$ 214.54	$ 214.54	04/01/2030	03/31/2031	$ 80.22	5.0%	
Aubrey Erksine, EIT*	$ 195.23	$ 231.73	$ 268.23	04/01/2026	03/31/2027	$ 73.00		Not Applicable
Office Engineer / Construction Inspector - Group 2	$ 204.99	$ 243.31	$ 281.64	04/01/2027	03/31/2028	$ 76.65	5.0%	
Non-Exempt | Prevailing Wage	$ 215.24	$ 255.48	$ 295.72	04/01/2028	03/31/2029	$ 80.48	5.0%	
	$ 226.00	$ 226.00	$ 226.00	04/01/2029	03/31/2030	$ 84.51	5.0%	
NIGHT	$ 237.30	$ 237.30	$ 237.30	04/01/2030	03/31/2031	$ 88.73	5.0%	
Joe Alejandrez*	$ 184.53	$ 219.03	$ 253.53	04/01/2026	03/31/2027	$ 69.00		Not Applicable
Senior Construction Inspector - Group 2	$ 193.75	$ 229.98	$ 266.20	04/01/2027	03/31/2028	$ 72.45	5.0%	
Non-Exempt | Prevailing Wage	$ 203.44	$ 241.48	$ 279.51	04/01/2028	03/31/2029	$ 76.07	5.0%	
	$ 213.61	$ 213.61	$ 213.61	04/01/2029	03/31/2030	$ 79.88	5.0%	
DAY	$ 224.30	$ 224.30	$ 224.30	04/01/2030	03/31/2031	$ 83.87	5.0%	
Joe Alejandrez*	$ 203.25	$ 241.25	$ 279.25	04/01/2026	03/31/2027	$ 76.00		Not Applicable
Senior Construction Inspector - Group 2	$ 213.41	$ 253.31	$ 293.21	04/01/2027	03/31/2028	$ 79.80	5.0%	
Non-Exempt | Prevailing Wage	$ 224.08	$ 265.98	$ 307.87	04/01/2028	03/31/2029	$ 83.79	5.0%	
	$ 235.29	$ 235.29	$ 235.29	04/01/2029	03/31/2030	$ 87.98	5.0%	
NIGHT	$ 247.05	$ 247.05	$ 247.05	04/01/2030	03/31/2031	$ 92.38	5.0%	

David Meyers	$ 168.48	$ 199.98	$ 231.48	04/01/2026	03/31/2027	$ 63.00		Not Applicable
Construction Inspector - Group 2	$ 176.91	$ 209.98	$ 243.06	04/01/2027	03/31/2028	$ 66.15	5.0%	
Non-Exempt | Prevailing Wage	$ 185.75	$ 220.48	$ 255.21	04/01/2028	03/31/2029	$ 69.46	5.0%	
	$ 195.04	$ 195.04	$ 195.04	04/01/2029	03/31/2030	$ 72.93	5.0%	
DAY	$ 204.79	$ 204.79	$ 204.79	04/01/2030	03/31/2031	$ 76.58	5.0%	
David Meyers*	$ 187.20	$ 222.20	$ 257.20	04/01/2026	03/31/2027	$ 70.00		Not Applicable
Construction Inspector - Group 2	$ 196.56	$ 233.31	$ 270.06	04/01/2027	03/31/2028	$ 73.50	5.0%	
Non-Exempt | Prevailing Wage	$ 206.39	$ 244.98	$ 283.57	04/01/2028	03/31/2029	$ 77.18	5.0%	
	$ 216.71	$ 216.71	$ 216.71	04/01/2029	03/31/2030	$ 81.03	5.0%	
NIGHT	$ 227.55	$ 227.55	$ 227.55	04/01/2030	03/31/2031	$ 85.09	5.0%	
To be Determined	$ 187.20	$ 222.20	$ 257.20	04/01/2026	03/31/2027	$ 70.00		$63-$75
Construction Inspector - Group 2	$ 196.56	$ 233.31	$ 270.06	04/01/2027	03/31/2028	$ 73.50	5.0%	
Non-Exempt | Prevailing Wage	$ 206.39	$ 244.98	$ 283.57	04/01/2028	03/31/2029	$ 77.18	5.0%	
	$ 216.71	$ 216.71	$ 216.71	04/01/2029	03/31/2030	$ 81.03	5.0%	
	$ 227.55	$ 227.55	$ 227.55	04/01/2030	03/31/2031	$ 85.09	5.0%	
To be Determined	$ 227.32	$ 269.82	$ 312.32	04/01/2026	03/31/2027	$ 85.00		$70 - $95
Resident Engineer/ Construction Manager	$ 238.68	$ 283.31	$ 327.93	04/01/2027	03/31/2028	$ 89.25	5.0%	
Exempt | Non-Prevailing Wage	$ 250.62	$ 297.47	$ 344.33	04/01/2028	03/31/2029	$ 93.71	5.0%	
	$ 263.15	$ 263.15	$ 263.15	04/01/2029	03/31/2030	$ 98.40	5.0%	
	$ 276.31	$ 276.31	$ 276.31	04/01/2030	03/31/2031	$ 103.32	5.0%	

1) Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2) Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of the contract.
3) For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA | CM SERVICES for FEDERALLY FUNDED PROJECTS

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project

Prime Consultant or Subconsultant Certifying:

Firm:	Salaber Associates, Inc.		
Name:	Bob LoRusso	Title *:	President
Signature:	Bob LoRusso	Date of Certification (mm/dd/yyyy):	4/17/2026
Email:	rlorusso@saiservices.com	Phone Number:	(707) 689-3890
Address:	10969 Trade Center Dr., Suite 108, Rancho Cordova, CA 95670		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction management and inspection services.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Contract Administrative Services, Inc ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $ TDB Date 4/15/2026

For Combined Rate							
	Fringe Benefit % + General &Administrative %				=	Combined ICR %	
OR							
For Home Office Rate							
	Fringe Benefit	0.00%	+ General &Administrative	0.00%	=	Home Office ICR	0.00%
For Field Office Rate							
	Fringe Benefit	0.00%	+ General &Administrative	0.00%	=	Field Office ICR	149.73%

Fee	=	10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Tile/Classification[1]	Hourly Billing Rates[2] Straight[3]	To(1.5x)	To(2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate[4]	% or $ increase	Hourly range – for Classification only
Madeleine Crowley	$ 181.30	$ 181.30	$ 181.30	4/1/2026	3/31/2027	$ 66.00	0%	Not Applicable
Labor Compliance Manager	$ 190.37	$ 190.37	$ 190.37	4/1/2027	3/31/2028	$ 69.30	5%	
	$ 199.89	$ 199.89	$ 199.89	4/1/2028	3/31/2029	$ 72.77	5%	
	$ 209.88	$ 209.88	$ 209.88	4/1/2029	3/31/2030	$ 76.40	5%	
	$ 220.38	$ 220.38	$ 220.38	4/1/2030	3/31/2031	$ 80.22	5%	
Tess Salaber	$ 145.59	$ 218.39	$ 291.19	4/1/2026	3/31/2027	$ 53.00	0%	Not Applicable
Labor Compliance Specialist	$ 152.87	$ 229.31	$ 305.74	4/1/2027	3/31/2028	$ 55.65	5%	
Office Engineer	$ 160.52	$ 240.77	$ 321.03	4/1/2028	3/31/2029	$ 58.43	5%	
	$ 168.54	$ 252.81	$ 337.08	4/1/2029	3/31/2030	$ 61.35	5%	
	$ 176.97	$ 265.45	$ 353.94	4/1/2030	3/31/2031	$ 64.42	5%	
Sophia Salaber	$ 104.39	$ 156.58	$ 208.77	4/1/2026	3/31/2027	$ 38.00	0%	Not Applicable
Labor Compliance Assistant	$ 109.61	$ 164.41	$ 219.21	4/1/2027	3/31/2028	$ 39.90	5%	
Office Engineer	$ 115.09	$ 172.63	$ 230.17	4/1/2028	3/31/2029	$ 41.90	5%	
	$ 120.84	$ 181.26	$ 241.68	4/1/2029	3/31/2030	$ 43.99	5%	
	$ 126.88	$ 190.32	$ 253.77	4/1/2030	3/31/2031	$ 46.19	5%	
Potential New Hire	$ 90.65	$ 135.98	$ 181.30	4/1/2026	3/31/2027	$ 33.00	0%	$82.41 - $98.89
Labor Compliance Assistant	$ 95.18	$ 142.78	$ 190.37	4/1/2027	3/31/2028	$ 34.65	5%	$86.53 - $103.84
	$ 99.94	$ 149.92	$ 199.89	4/1/2028	3/31/2029	$ 36.38	5%	$90.86 - $109.03
	$ 104.94	$ 157.41	$ 209.88	4/1/2029	3/31/2030	$ 38.20	5%	$95.40 - $114.48
	$ 110.19	$ 165.28	$ 220.38	4/1/2030	3/31/2031	$ 40.11	5%	$100.17 - $120.21

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of DirectCosts:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Tess Salaber Title *: Vice President

Signature : Tess Salaber Date of Certification (mm/dd/yyyy): 4/15/2026

Email: tess@conadservices.com Phone Number: (916) 822-2888

Address: 10969 Trade Center Drive, Suite 108, Rancho Cordova CA 95670

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Labor compliance monitoring for prime contractor and all subs. Office engineering.

COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Geocon Consultants, Inc.

Prime Consultant [ ] Subconsultant [X] 2nd Tier Subconsultant [ ]

Project No. _____ Contract No. _____ Participation Amount _____ Date 4/13/2026

For Combined Rate	Fringe Benefit %	+	Overhead %	+	G&A %	=	Combined ICR %
	53.13%		83.98%		47.94%		185.05%

OR

For Home Office Rate	Fringe Benefit %	+	Overhead %	+	G&A %	=	Home Office ICR %
							0.00%
For Field Office Rate	Fringe Benefit %	+	Overhead %	+	G&A %	=	Field Office ICR %
							0.00%

Fee =	10%
% Increase =	3.0%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only	
Zorne*	$235.17	$235.17	$235.17	4/1/2026	12/31/2026	$75.00		Not Applicable	
Principal Engineer/Geologist	$242.22	$242.22	$242.22	1/1/2027	12/31/2027	$77.25	3.0%		
Exempt	$249.50	$249.50	$249.50	1/1/2028	12/31/2028	$79.57	3.0%		
	$256.99	$256.99	$256.99	1/1/2029	12/31/2029	$81.96	3.0%		
	$264.70	$264.70	$264.70	1/1/2030	12/31/2030	$84.42	3.0%		
	$272.64	$272.64	$272.64	1/1/2031	3/31/2031	$86.95	3.0%		
Staff	$219.49	$254.49	$289.49	4/1/2026	12/31/2026	$70.00		$55.00	$85.00
Senior Engineer/Geologist/Scientist	$226.07	$262.12	$298.17	1/1/2027	12/31/2027	$72.10	3.0%	$56.65	$87.55
Non-Exempt	$232.86	$269.99	$307.12	1/1/2028	12/31/2028	$74.26	3.0%	$58.35	$90.18
	$239.84	$278.09	$316.33	1/1/2029	12/31/2029	$76.49	3.0%	$60.10	$92.88
	$247.04	$286.43	$325.82	1/1/2030	12/31/2030	$78.79	3.0%	$61.90	$95.67
	$254.45	$295.02	$335.60	1/1/2031	3/31/2031	$81.15	3.0%	$63.76	$98.54

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Hourly Range for Classifications Only	
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase		
Staff	$203.81	$236.31	$268.81	4/1/2026	12/31/2026	$65.00		$55.00	$75.00
Senior Project Engineer/Geologist/	$209.93	$243.40	$276.88	1/1/2027	12/31/2027	$66.95	3.0%	$56.65	$77.25
Scientist	$216.22	$250.70	$285.18	1/1/2028	12/31/2028	$68.96	3.0%	$58.35	$79.57
Non-Exempt	$222.71	$258.22	$293.74	1/1/2029	12/31/2029	$71.03	3.0%	$60.10	$81.95
	$229.39	$265.97	$302.55	1/1/2030	12/31/2030	$73.16	3.0%	$61.90	$84.41
	$236.27	$273.95	$311.63	1/1/2031	3/31/2031	$75.35	3.0%	$63.76	$86.95
Staff	$164.62	$190.87	$217.12	4/1/2026	12/31/2026	$52.50		$45.00	$60.00
Project Engineer/Geologist/	$169.55	$196.59	$223.63	1/1/2027	12/31/2027	$54.08	3.0%	$46.35	$61.80
Scientist	$174.64	$202.49	$230.34	1/1/2028	12/31/2028	$55.70	3.0%	$47.74	$63.65
Non-Exempt	$179.88	$208.56	$237.25	1/1/2029	12/31/2029	$57.37	3.0%	$49.17	$65.56
	$185.28	$214.82	$244.37	1/1/2030	12/31/2030	$59.09	3.0%	$50.65	$67.53
	$190.84	$221.27	$251.70	1/1/2031	3/31/2031	$60.86	3.0%	$52.17	$69.56
Staff	$141.10	$163.60	$186.10	4/1/2026	12/31/2026	$45.00		$35.00	$55.00
Senior Staff Engineer/Geologist/	$145.33	$168.51	$191.68	1/1/2027	12/31/2027	$46.35	3.0%	$36.05	$56.65
Scientist	$149.69	$173.56	$197.43	1/1/2028	12/31/2028	$47.74	3.0%	$37.13	$58.35
Non-Exempt	$154.18	$178.77	$203.36	1/1/2029	12/31/2029	$49.17	3.0%	$38.25	$60.10
	$158.81	$184.13	$209.46	1/1/2030	12/31/2030	$50.65	3.0%	$39.39	$61.90
	$163.57	$189.66	$215.74	1/1/2031	3/31/2031	$52.17	3.0%	$40.57	$63.76
Staff	$125.42	$145.42	$165.42	4/1/2026	12/31/2026	$40.00		$30.00	$50.00
Staff Engineer/Geologist/Scientist	$129.18	$149.78	$170.38	1/1/2027	12/31/2027	$41.20	3.0%	$30.90	$51.50
Non-Exempt	$133.06	$154.28	$175.50	1/1/2028	12/31/2028	$42.44	3.0%	$31.83	$53.05
	$137.05	$158.91	$180.76	1/1/2029	12/31/2029	$43.71	3.0%	$32.78	$54.64
	$141.16	$163.67	$186.18	1/1/2030	12/31/2030	$45.02	3.0%	$33.77	$56.28
	$145.40	$168.58	$191.77	1/1/2031	3/31/2031	$46.37	3.0%	$34.78	$57.96
Staff	$172.46	$199.96	$227.46	4/1/2026	12/31/2026	$55.00		$45.00	$65.00
Drafting/GIS	$177.63	$205.95	$234.28	1/1/2027	12/31/2027	$56.65	3.0%	$46.35	$66.95
Non-Exempt	$182.96	$212.13	$241.31	1/1/2028	12/31/2028	$58.35	3.0%	$47.74	$68.96
	$188.45	$218.50	$248.55	1/1/2029	12/31/2029	$60.10	3.0%	$49.17	$71.03
	$194.10	$225.05	$256.00	1/1/2030	12/31/2030	$61.90	3.0%	$50.65	$73.16
	$199.92	$231.80	$263.68	1/1/2031	3/31/2031	$63.76	3.0%	$52.17	$75.35
Staff	$109.74	$127.24	$144.74	4/1/2026	12/31/2026	$35.00		$25.00	$45.00
Administrative Assistant	$113.04	$131.06	$149.09	1/1/2027	12/31/2027	$36.05	3.0%	$25.75	$46.35
Non-Exempt	$116.43	$134.99	$153.56	1/1/2028	12/31/2028	$37.13	3.0%	$26.52	$47.74
	$119.92	$139.04	$158.17	1/1/2029	12/31/2029	$38.25	3.0%	$27.32	$49.17
	$123.52	$143.21	$162.91	1/1/2030	12/31/2030	$39.39	3.0%	$28.14	$50.65
	$127.22	$147.51	$167.80	1/1/2031	3/31/2031	$40.57	3.0%	$28.98	$52.17

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Hourly Wage -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Gamez *, Staff	$181.86	$181.86	$181.86	3/1/2026	12/31/2026	$58.00		Not Applicable
Field Supervisor	$187.32	$187.32	$187.32	1/1/2027	12/31/2027	$59.74	3.0%	
Non-Exempt	$192.93	$192.93	$192.93	1/1/2028	12/31/2028	$61.53	3.0%	
	$198.73	$198.73	$198.73	1/1/2029	12/31/2029	$63.38	3.0%	
	$204.69	$204.69	$204.69	1/1/2030	12/31/2030	$65.28	3.0%	
	$210.83	$210.83	$210.83	1/1/2031	3/31/2031	$67.24	3.0%	
Staff **	$192.49	$223.19	$253.88	3/1/2026	12/31/2026	$61.39		Published Prevailing Wage
Field Technician - Group 2 (PW)	$198.26	$229.88	$261.49	1/1/2027	12/31/2027	$63.23	3.0%	
Non-Exempt	$204.22	$236.78	$269.35	1/1/2028	12/31/2028	$65.13	3.0%	
	$210.33	$243.87	$277.41	1/1/2029	12/31/2029	$67.08	3.0%	
	$216.64	$251.18	$285.73	1/1/2030	12/31/2030	$69.09	3.0%	
	$223.13	$258.71	$294.29	1/1/2031	3/31/2031	$71.16	3.0%	
Staff **	$216.54	$251.07	$285.60	3/1/2026	12/31/2026	$69.06		Published Prevailing Wage
Field Technician - Group 2 (PW)	$223.03	$258.60	$294.16	1/1/2027	12/31/2027	$71.13	3.0%	
Night - 2nd Shift	$229.71	$266.34	$302.97	1/1/2028	12/31/2028	$73.26	3.0%	
Non-Exempt	$236.61	$274.34	$312.07	1/1/2029	12/31/2029	$75.46	3.0%	
	$243.69	$282.55	$321.41	1/1/2030	12/31/2030	$77.72	3.0%	
	$251.00	$291.03	$331.05	1/1/2031	3/31/2031	$80.05	3.0%	
Staff **	$168.35	$195.19	$222.04	4/1/2026	12/31/2026	$53.69		Published Prevailing Wage
Field Technician - Group 3 (PW)	$173.40	$201.05	$228.70	1/1/2027	12/31/2027	$55.30	3.0%	
Non-Exempt	$178.60	$207.08	$235.56	1/1/2028	12/31/2028	$56.96	3.0%	
	$183.96	$213.30	$242.63	1/1/2029	12/31/2029	$58.67	3.0%	
	$189.48	$219.70	$249.91	1/1/2030	12/31/2030	$60.43	3.0%	
	$195.16	$226.28	$257.40	1/1/2031	3/31/2031	$62.24	3.0%	
Staff	$189.39	$219.59	$249.79	4/1/2026	12/31/2026	$60.40		Published Prevailing Wage
Field Technician - Group 3 (PW)	$195.06	$226.17	$257.27	1/1/2027	12/31/2027	$62.21	3.0%	
Night - 2nd Shift	$200.93	$232.97	$265.01	1/1/2028	12/31/2028	$64.08	3.0%	
Non-Exempt	$206.95	$239.95	$272.95	1/1/2029	12/31/2029	$66.00	3.0%	
	$213.15	$247.14	$281.13	1/1/2030	12/31/2030	$67.98	3.0%	
	$219.55	$254.56	$289.57	1/1/2031	3/31/2031	$70.02	3.0%	
Staff **	$148.34	$172.00	$195.65	4/1/2026	12/31/2026	$47.31		Published Prevailing Wage
Field Technician - Group 4 (PW)	$152.80	$177.16	$201.53	1/1/2027	12/31/2027	$48.73	3.0%	
Non-Exempt	$157.37	$182.47	$207.56	1/1/2028	12/31/2028	$50.19	3.0%	
	$162.11	$187.96	$213.81	1/1/2029	12/31/2029	$51.70	3.0%	
	$166.97	$193.59	$220.22	1/1/2030	12/31/2030	$53.25	3.0%	
	$171.98	$199.41	$226.83	1/1/2031	3/31/2031	$54.85	3.0%	

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Hourly Range
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Staff **	$166.87	$193.48	$220.09	4/1/2026	12/31/2026	$53.22		Published Prevailing Wage
Field Technician - Group 4 (PW)	$171.89	$199.30	$226.71	1/1/2027	12/31/2027	$54.82	3.0%	
Night - 2nd Shift	$177.03	$205.26	$233.49	1/1/2028	12/31/2028	$56.46	3.0%	
Non-Exempt	$182.33	$211.41	$240.48	1/1/2029	12/31/2029	$58.15	3.0%	
	$187.79	$217.73	$247.68	1/1/2030	12/31/2030	$59.89	3.0%	
	$193.43	$224.28	$255.12	1/1/2031	3/31/2031	$61.69	3.0%	

NOTES:

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

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Geocon Consultants, Inc. [ ] Prime Consultant [X] Subconsultant [ ] 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Date 4/13/2026

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
DESCRIPTION OF ITEM	**Quantity**	**Unit**	**Unit Cost**	**Total**
Equipment				$ -
Pick-up Truck		day	$ 160.00	$ -
Nuclear Density Gauge		day	$ 50.00	$ -
Laboratory/Field Materials Testing				$ -
Compaction Curves				$ -
4-inch mold (D1557/D698)		each	$ 300.00	$ -
6-inch mold (D1557/D698)		each	$ 300.00	$ -
California Impact (CAL216)		each	$ 300.00	$ -
Check Point		each	$ 150.00	$ -
Soil and Aggregate Stability				$ -
Resistance Value, R-Value (D2844/CAL301)		each	$ 350.00	$ -
R-Value, Treated (CAL301)		each	$ 400.00	$ -
California Bearing Ratio (D1883)		point	$ 600.00	$ -
Stabilization Ability of Lime (C977)		each	$ 225.00	$ -
Soil and Aggregate Properties				$ -
#200 Wash (D1140/C117)		each	$ 100.00	$ -
Wet Sieve Analysis to #200 (D422/CAL202)		each	$ 130.00	$ -
Dry Sieve Analysis, 1.5"+ Aggregate (D6913)		each	$ 350.00	$ -
Hydrometer Analysis (D422)		each	$ 200.00	$ -
Sieve Analysis w/Hydrometer (D422)		each	$ 250.00	$ -
Specific Gravity, Soil (T100)		each	$ 110.00	$ -
Specific Gravity Coarse Aggregate (C127)		each	$ 100.00	$ -
Specific Gravity Fine Aggregate (C128)		each	$ 110.00	$ -
Moisture Determination, Tube Sample (D2216)		each	$ 20.00	$ -

Moisture Determination and Unit Weight (D2937)		each	$ 40.00	$ -
Atterberg Limits: Plasticity Index (D4318)		each	$ 225.00	$ -
Sand Equivalent (D2419/CAL217)		each	$ 125.00	$ -
pH and Resistivity (CAL643)		each	$ 125.00	$ -
Sulfate Content (CAL417)		each	$ 100.00	$ -
Chloride Content (CAL422)		each	$ 75.00	$ -
Organic Content (D2974)		each	$ 85.00	$ -
Cut/Extract Shelby Tube		each	$ 100.00	$ -
Shear Strength				$ -
Unconfined Compression (D2166)		each	$ 125.00	$ -
Direct Shear (D3080)(3pt)		each	$ 375.00	$ -
Unconsolidadted-Undrained Triaxial Shear (D2850)		point	$ 150.00	$ -
Unconsolidadted-Undrained Triaxial Staged (D2850)		each	$ 200.00	$ -
Consolidated-Undrained Triaxial Shear (D4767)		point	$ 350.00	$ -
Consolidated-Undrained Triaxial Staged (D4767)		each	$ 450.00	$ -
Consolidated-Drained Triaxial Shear (EM1110)		point	$ 400.00	$ -
Consolidated-Drained Triaxial Staged (EM1110)		each	$ 600.00	$ -
Permeability, Consolidation and Expansion				$ -
Permeability, Flexible Wall (D5084)		each	$ 375.00	$ -
Permeability, Rigid Wall (D5856)		each	$ 375.00	$ -
Consolidation (D2435)		point	$ 75.00	$ -
Expansion Index (D4829/UBC29-2)		each	$ 250.00	$ -
Swell/Collapse (D4546)		point	$ 175.00	$ -
Aggregate Quality				$ -
Sieve Analysis to #200 (C136)		each	$ 130.00	$ -
L.A. Rattler Test (500 rev.)(C131)		each	$ 225.00	$ -
Durability Index (D3744/CAL229)		each	$ 165.00	$ -
Fine Aggregate Angularity (CAL234)		each	$ 125.00	$ -
Flat and Elongated Particles (D4791/CAL235)		each	$ 150.00	$ -
Percent Crushed Particles (CAL205)		each	$ 150.00	$ -
Hot Mix Asphalt				$ -
HMA Air Voids, Gyratory (T269)		each	$ 600.00	$ -
Hamburg Wheel Track (T324)		each	$ 1,250.00	$ -
Theoretical Max. Specific Gravity (D2041/CAL309)		each	$ 225.00	$ -
Ignition/Sieve Analysis (C136/CAL202)		each	$ 230.00	$ -
HMA Core Unit Weight (D1188/CAL308)		each	$ 100.00	$ -
% Asphalt, Ignition Method (D6307/CAL382)		each	$ 150.00	$ -

% Asphalt Extraction Calibration (D6307/CAL382)		each	$ 450.00	$ -
Tensile Strength Ratio (T283)		each	$ 1,250.00	$ -
Concrete/Masonry/Reinforcing Steel				$ -
Compressive Strength, Cast Cylinders (C39)		each	$ 35.00	$ -
Compressive Strength, Cores (C42)		each	$ 100.00	$ -
Flexural Strength Beam (C78/C293)		each	$ 100.00	$ -
Splitting Tensile Test (C496)		each	$ 100.00	$ -
DSA Masonry Shear (DSA-207)		each	$ 100.00	$ -
Shotcrete Panel Coring and Comp. Strength (C1140)		each	$ 125.00	$ -
Rebar Tensile/Bend (up to #11)		each	$ 425.00	$ -
Rebar Tensile/Bend (#11 and larger)		each	$ 500.00	$ -
CMU Compressive Strength (C140)		each	$ 100.00	$ -
Compressive Strength, Grout (C1019/UBC21-19)		each	$ 35.00	$ -
Compressive Strength, Mortar (C109/UBC21-15, 16)		each	$ 35.00	$ -
CMU Unit Weight, Dimension, Absorption (C140)		each	$ 75.00	$ -
Compressive Strength, Masonry Prism (C1314)		each	$ 250.00	$ -

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7 Generally Accepted Accounting Principles (GAAP)
8 Terms and conditions of the contract
9 Title 23 United States Code Section 112 - Letting of Contracts
10 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
12 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:	Jeremy Zorne, PE, GE	Title*:	Vice President
Signature:		Date of Certification: (mm/dd/yyy)	4/13/2026
Email:	zorne@geoconinc.com	Phone Number:	916.852.9118
Address:	3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Quality Assurance Materials Testing Services

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

The below fee schedule applies to both Surveying and Hydrology/Hydraulics

Consultant **Kjeldsen, Sinnock & Neudeck, Inc.** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. To Be Determined Contract No. To Be Determined Participation Amount $ To be Determined Date 4/13/2026

For Combined Rate Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	**190.95%** Combined ICR %
OR		
For Home Office Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	Home Office ICR %
For Field Office Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	Field Office ICR %

FEE = **12%**

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate [4]	% or $ Increase	Hourly Range- for Classifications Only		Billing Rate Range- for Classifications Only	
To Be Determined	$0.00	N/C	N/C	7/1/2026	6/30/2027	$0.00	0.00%	$114.82	$114.82	$375.00	$375.00
Principal Engineer	$0.00	N/C	N/C	7/1/2027	6/30/2028	$0.00	4.00%	$119.41	$119.41	$390.00	$390.00
	$0.00	N/C	N/C	7/1/2028	6/30/2029	$0.00	4.00%	$124.19	$124.19	$405.00	$405.00
	$0.00	N/C	N/C	7/1/2029	6/30/2030	$0.00	4.00%	$129.16	$129.16	$421.00	$421.00
Exempt	$0.00	N/C	N/C	7/1/2030	6/30/2031	$0.00	4.00%	$134.32	$134.32	$438.00	$438.00
To Be Determined	$0.00	N/C	N/C	7/1/2026	6/30/2027	$0.00	0.00%	$97.55	$97.55	$318.00	$318.00
Associate Principal Engineer	$0.00	N/C	N/C	7/1/2027	6/30/2028	$0.00	4.00%	$101.45	$101.45	$331.00	$331.00
	$0.00	N/C	N/C	7/1/2028	6/30/2029	$0.00	4.00%	$105.51	$105.51	$344.00	$344.00
	$0.00	N/C	N/C	7/1/2029	6/30/2030	$0.00	4.00%	$109.73	$109.73	$358.00	$358.00
Exempt	$0.00	N/C	N/C	7/1/2030	6/30/2031	$0.00	4.00%	$114.12	$114.12	$372.00	$372.00
To Be Determined	$0.00	N/C	N/C	7/1/2026	6/30/2027	$0.00	0.00%	$89.14	$89.14	$291.00	$291.00
Survey Manager	$0.00	N/C	N/C	7/1/2027	6/30/2028	$0.00	4.00%	$92.71	$92.71	$303.00	$303.00
	$0.00	N/C	N/C	7/1/2028	6/30/2029	$0.00	4.00%	$96.41	$96.41	$315.00	$315.00
	$0.00	N/C	N/C	7/1/2029	6/30/2030	$0.00	4.00%	$100.27	$100.27	$327.00	$327.00
Exempt	$0.00	N/C	N/C	7/1/2030	6/30/2031	$0.00	4.00%	$104.28	$104.28	$340.00	$340.00
To Be Determined	$0.00	N/C	N/C	7/1/2026	6/30/2027	$0.00	0.00%	$71.80	$76.92	$234.00	$251.00

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

The below fee schedule applies to both Surveying and Hydrology/Hydraulics

Consultant **Kjeldsen, Sinnock & Neudeck, Inc.** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. To Be Determined Contract No. To Be Determined Participation Amount $ To be Determined Date 4/13/2026

Senior Surveyor	$0.00	N/C	N/C	7/1/2027	6/30/2028	$0.00	4.00%	$74.67	$80.00	$244.00	$261.00
	$0.00	N/C	N/C	7/1/2028	6/30/2029	$0.00	4.00%	$77.66	$83.20	$254.00	$272.00
	$0.00	N/C	N/C	7/1/2029	6/30/2030	$0.00	4.00%	$80.77	$86.52	$264.00	$282.00
Exempt	$0.00	N/C	N/C	7/1/2030	6/30/2031	$0.00	4.00%	$84.00	$89.99	$274.00	$294.00
To Be Determined	$0.00	N/C	N/C	7/1/2026	6/30/2027	$0.00	0.00%	$59.42	$59.42	$194.00	$194.00
Surveyor	$0.00	N/C	N/C	7/1/2027	6/30/2028	$0.00	4.00%	$61.80	$61.80	$202.00	$202.00
	$0.00	N/C	N/C	7/1/2028	6/30/2029	$0.00	4.00%	$64.27	$64.27	$210.00	$210.00
	$0.00	N/C	N/C	7/1/2029	6/30/2030	$0.00	4.00%	$66.84	$66.84	$218.00	$218.00
Exempt	$0.00	N/C	N/C	7/1/2030	6/30/2031	$0.00	4.00%	$69.51	$69.51	$227.00	$227.00
To Be Determined	$0.00	$0.00	$0.00	7/1/2026	6/30/2027	$0.00	0.00%	$43.27	$55.29	$142.00	$181.00
Engineer I	$0.00	$0.00	$0.00	7/1/2027	6/30/2028	$0.00	4.00%	$45.00	$57.50	$147.00	$188.00
	$0.00	$0.00	$0.00	7/1/2028	6/30/2029	$0.00	4.00%	$46.80	$59.80	$153.00	$195.00
	$0.00	$0.00	$0.00	7/1/2029	6/30/2030	$0.00	4.00%	$48.67	$62.19	$159.00	$203.00
Non-Exempt/Hourly	$0.00	$0.00	$0.00	7/1/2030	6/30/2031	$0.00	4.00%	$50.62	$64.68	$165.00	$211.00
To Be Determined	$0.00	$0.00	$0.00	7/1/2026	6/30/2027	$0.00	0.00%	$38.00	$41.83	$124.00	$137.00
Junior Engineer	$0.00	$0.00	$0.00	7/1/2027	6/30/2028	$0.00	4.00%	$39.52	$43.50	$129.00	$142.00
	$0.00	$0.00	$0.00	7/1/2028	6/30/2029	$0.00	4.00%	$41.10	$45.24	$134.00	$148.00
	$0.00	$0.00	$0.00	7/1/2029	6/30/2030	$0.00	4.00%	$42.74	$47.05	$140.00	$154.00
Non-Exempt/Hourly	$0.00	$0.00	$0.00	7/1/2030	6/30/2031	$0.00	4.00%	$44.45	$48.94	$145.00	$160.00
To Be Determined	$0.00	$0.00	$0.00	7/1/2026	6/30/2027	$0.00	0.00%	$44.35	$53.22	$145.00	$174.00
Assistant Surveyor	$0.00	$0.00	$0.00	7/1/2027	6/30/2028	$0.00	4.00%	$46.12	$55.35	$151.00	$181.00
	$0.00	$0.00	$0.00	7/1/2028	6/30/2029	$0.00	4.00%	$47.97	$57.56	$157.00	$188.00
	$0.00	$0.00	$0.00	7/1/2029	6/30/2030	$0.00	4.00%	$49.89	$59.87	$163.00	$196.00
Non-Exempt/Hourly	$0.00	$0.00	$0.00	7/1/2030	6/30/2031	$0.00	4.00%	$51.88	$62.26	$170.00	$203.00
To Be Determined	$0.00	$0.00	$0.00	7/1/2026	6/30/2027	$0.00	0.00%	$34.00	$40.87	$111.00	$134.00
Tech II	$0.00	$0.00	$0.00	7/1/2027	6/30/2028	$0.00	4.00%	$35.36	$42.50	$116.00	$139.00
	$0.00	$0.00	$0.00	7/1/2028	6/30/2029	$0.00	4.00%	$36.77	$44.20	$120.00	$145.00
	$0.00	$0.00	$0.00	7/1/2029	6/30/2030	$0.00	4.00%	$38.25	$45.97	$125.00	$150.00
Non-Exempt/Hourly	$0.00	$0.00	$0.00	7/1/2030	6/30/2031	$0.00	4.00%	$39.78	$47.81	$130.00	$156.00
To Be Determined	$0.00	$0.00	$0.00	7/1/2026	6/30/2027	$0.00	0.00%	$25.00	$32.19	$82.00	$105.00

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

The below fee schedule applies to both Surveying and Hydrology/Hydraulics

Consultant **Kjeldsen, Sinnock & Neudeck, Inc.** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. To Be Determined Contract No. To Be Determined Participation Amount $ To be Determined Date 4/13/2026

	Tech I	$0.00	$0.00	$0.00	7/1/2027	6/30/2028	$0.00	4.00%	$26.00	$33.48	$85.00	$110.00
		$0.00	$0.00	$0.00	7/1/2028	6/30/2029	$0.00	4.00%	$27.04	$34.82	$89.00	$114.00
		$0.00	$0.00	$0.00	7/1/2029	6/30/2030	$0.00	4.00%	$28.12	$36.21	$92.00	$118.00
	Non-Exempt/Hourly	$0.00	$0.00	$0.00	7/1/2030	6/30/2031	$0.00	4.00%	$29.25	$37.66	$96.00	$123.00
	To Be Determined	$0.00	$0.00	$0.00	7/1/2026	6/30/2027	$0.00	0.00%	$64.75	$64.75	$211.00	$211.00
**	Survey Chief	$0.00	$0.00	$0.00	7/1/2027	6/30/2028	$0.00	4.00%	$67.34	$67.34	$220.00	$220.00
		$0.00	$0.00	$0.00	7/1/2028	6/30/2029	$0.00	4.00%	$70.03	$70.03	$229.00	$229.00
		$0.00	$0.00	$0.00	7/1/2029	6/30/2030	$0.00	4.00%	$72.83	$72.83	$238.00	$238.00
	Non-Exempt/Hourly	$0.00	$0.00	$0.00	7/1/2030	6/30/2031	$0.00	4.00%	$75.75	$75.75	$247.00	$247.00
	To Be Determined	$0.00	$0.00	$0.00	7/1/2026	6/30/2027	$0.00	0.00%	$54.28	$54.28	$177.00	$177.00
**	Survey Rodman	$0.00	$0.00	$0.00	7/1/2027	6/30/2028	$0.00	4.00%	$56.45	$56.45	$184.00	$184.00
		$0.00	$0.00	$0.00	7/1/2028	6/30/2029	$0.00	4.00%	$58.71	$58.71	$192.00	$192.00
		$0.00	$0.00	$0.00	7/1/2029	6/30/2030	$0.00	4.00%	$61.06	$61.06	$199.00	$199.00
	Non-Exempt/Hourly	$0.00	$0.00	$0.00	7/1/2030	6/30/2031	$0.00	4.00%	$63.50	$63.50	$207.00	$207.00

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

The below fee schedule applies to both Surveying and Hydrology/Hydraulics

Consultant **Kjeldsen, Sinnock & Neudeck, Inc.** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. To Be Determined Contract No. To Be Determined Participation Amount $ To be Determined Date 4/13/2026

(add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Christopher H. Neudeck Title*: President

Signature: Christopher H. Neudeck Date of Certification (mm/dd/yyyy): 04/13/2026

Email: cneudeck@ksninc.com Phone Number: (209) 946-0268

Address: 711 N. Pershing Ave., Stockton, California 95203

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Surveying and engineering support services.

Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Salaber Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 143.12 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): 0.84

Fiscal Period:* 1/1/2025 - 12/31/2025

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount 13,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2
- Years of consultant's experience with 48 CFR Part 31 is 27
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐	Local Govt ICR Audit ☐	Caltrans ICR Audit ☐
CPA ICR Audit ☑	Federal Govt ICR Audit ☐	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Bob LoRusso Title**: President

Signature: _____ Date: 04/01/2026

Phone**: (707) 689-3890 Email**: rlorusso@saiservices.com

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

MEMORANDUM

ITEM 9.9.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Assistant Director of Administrative Services - Finance

SUBJECT: **A RESOLUTION ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would establish an Appropriations Limit for Fiscal Year 2026-27 in the amount of $125,204,450.

BACKGROUND

State law requires the City of Rancho Cordova (the city) set an Appropriations Limit (also known as the “GANN Limit”) after budget adoption each Fiscal Year (FY), in accordance with Section 1.5 of Article XIIIB of the California Constitution. The Appropriations Limit is increased each year by a formula that uses a combination of percent changes in the Statewide Per Capita Income (PCI), city or county population, and the city non-residential assessed valuation. The factors can be used in combination to provide the greatest increase or least decrease in the annual Appropriations Limit. The State Department of Finance provides the PCI and population growth rates. The County Assessor provides the non-residential assessed valuation information.

The Appropriations Limit creates a restriction on the amount of government revenue which may be appropriated in any fiscal year. An appropriation is a formal authorization by the City Council to spend funds and the limit only applies to appropriations that are “proceeds of taxes,” as defined by the law and statewide reporting guidelines. The limit is based on actual appropriations during the base year and increases each year using specified growth factors. Appropriations for debt service and capital outlay are excluded from the calculation. The FY 2026-27 Appropriations Limit shows an increase from the prior year due to a rise in the Statewide PCI of 4.95% in combination with a 1.78% increase in the city’s population growth rate. This resulted in a combined increase of 6.82%. The FY 2026-27 Article XIIIB Appropriations Limit Calculation Worksheets and supporting documents are included as Exhibit A to the Resolution (Attachment 2).

FISCAL IMPACT AND FUNDING SOURCE

The Appropriations Limit for FY 2026-27 has been calculated to be $125,204,450. This represents the maximum amount of appropriations from tax proceeds that can be budgeted by the city for the current fiscal year. Budgeted appropriations subject to limitation are determined to be $67,750,868, as shown on Exhibit A (Attachment 2), Schedule No. 4. This represents the appropriations from tax proceeds approved in the FY 2026-27 budget. The current year budgeted appropriations are approximately 54 percent of the allowable limit, indicating that the city's approved budget is well within the limits set by State law.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27 AND MAKING THE ANNUAL ELECTION FOR ADJUSTMENT FACTORS PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

WHEREAS, the people of California on November 6, 1978, added Article XIIIB to the State Constitution placing various limitations on the appropriations of state and local governments; and

WHEREAS, the people of California on June 5, 1990, amended Article XIIIB effective July 1, 1990; and

WHEREAS, the provisions of the amendments have been interpreted by a coalition of statewide organizations, and the organizations have issued, through the League of California Cities, revised guidelines to calculate the appropriations limit based on changes in the cost of living, population, and other specified factors; and

WHEREAS, pursuant to Section 7900 et seq. of the Government Code and the California Constitution, cities are required to adopt a resolution setting an annual appropriations limit at a regularly scheduled meeting or a noticed special meeting; and

WHEREAS, the City of Rancho Cordova has complied with the provisions of Article XIIIB in calculating the Appropriations Limit for Fiscal Year 2026-75.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does hereby adjust the city's appropriations limit by the growth in city population and the increase in the per capital personal income for the State of California to determine its appropriations limit of $125,204,450 for Fiscal Year 2026-27.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Garrett Gatewood, Mayor

_____
Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2026-27 GANN CALCULATIONS

SCHEDULE NO. 1

USER FEES VERSUS COSTS

	Planning Services	Building & Safety	Engineering Fees	Legal Fees	FY 2026 - 2027 Fiscal Year
COSTS REASONABLY BORNE	$ 2,060,707	$ 2,985,143	$ 8,882,819	$ 1,500,000	**$ 15,428,669**
FEES	530,018	3,434,500	5,111,000	150,000	**9,225,518**
AMOUNT OF FEE REVENUE LESS THAN COST	$ (1,530,689)	$ 449,357	$ (3,771,819)	$ (1,350,000)	**$ (6,203,151)**

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2026-27 GANN CALCULATIONS

SCHEDULE NO. 2

ALLOCATION OF TAXES

	General Fund		Special Revenue Fund		Internal Service Fund		Total	
	Subject	Not Subject	Subject	Not Subject	Subject	Not Subject	Subject	Not Subject
Property Taxes	$ 30,238,093	$ -	$ -	$ -	$ -	$ -	$ 30,238,093	$ -
Property Taxes In Lieu	-	-	-	-	-	-	-	-
Sales Taxes	45,281,596	-	-	-	-	-	45,281,596	-
Other Taxes:					-	-		
Garbage Franchise Fee	-	2,270,000	-	-	-	-	-	2,270,000
Cable Franchise Fee	-	100,000	-	-	-	-	-	100,000
PG&E Franchise Fee	-	160,000	-	-	-	-	-	160,000
Other Franchise	-	200,000			-	-	-	200,000
Property Transfer Tax	505,000	-	-	-	-	-	505,000	-
Police Tax	2,811,500	-	-	-	-	-	2,811,500	-
Utility User Tax	3,922,710	-	-	-	-	-	3,922,710	-
Transient Occupancy Tax	3,478,197	-	-	-	-	-	3,478,197	-
Other Taxes	120,000	-	-	-	-	-	120,000	-
TOTAL TAXES	**86,357,096**	**2,730,000**	**-**	**-**	**-**	**-**	**86,357,096**	**2,730,000**
From State:								
Motor Vehicle In Lieu	130,000	-	-	-	-		130,000	-
Gas Tax	-	-	-	2,731,300	-	-	-	2,731,300
RMRA	-	-	-	2,435,800	-	-	-	2,435,800
Homeowners Relief	101,000	-	-	-	-	-	101,000	-
TDA	-	-	91,400	-			91,400	-
SB 90 Reimbursements	-	15,000	-	-	-	-	-	15,000
Sub-Total	**231,000**	**15,000**	**91,400**	**5,167,100**	**-**	**-**	**322,400**	**5,182,100**
Other Intergovernmental	-	378,312	-	-			-	378,312
Measure A Sales Tax	-	-	-	4,121,400			-	4,121,400
CDBG Block Grant	-	-	-	700,300	-	-	-	700,300
Grants	-	-	-	12,842,540	-	-	-	12,842,540
Sub-Total Other Intergovt'l	**-**	**378,312**	**-**	**17,664,240**	**-**	**-**	**-**	**18,042,552**
Locally Raised:								
Comm. Fac. Fee	-	-	-	3,300,000	-	-	-	3,300,000
CFF - Library	-	-	-	664,000	-	-	-	664,000
Traffic Impact Fees	-	-	-	10,923,700	-	-	-	10,923,700
Sunrise Douglas Impact	-	-	-	3,076,150	-	-	-	3,076,150
Storm Drain Impact Fees	-	-	-	9,301,900	-	-	-	9,301,900
Low & Moderate Income Housing Ass	-	-	-	1,500,000	-	-	-	1,500,000
Suncreek Specific Plan Impact	-	-	-	4,297,139	-	-	-	4,297,139
General Plan Impact	-	-	-	150,000	-	-	-	150,000
Park Renovation Fees	-	-	-	879,000	-	-	-	879,000
Community Places Fees	-	-	-	1,606,600	-	-	-	1,606,600
Sp. Benefit - Assmt. Districts	-	-	-	9,475,700	-	-	-	9,475,700
Local Housing Trust	-	-	-	1,630	-	-	-	1,630
Roadway Improvement Fund	-	-	-	1,698,800	-	-	-	1,698,800
Community Places/Neighborhood Gre	-	-	-	521,500	-	-	-	521,500
Licenses Permits & Fees	-	1,452,857	-	-	-	-	-	1,452,857
Fines/Forfeitures & Penalties	-	1,153,500	-	-	-	-	-	1,153,500
Rents	-	111,000	-	-	-	-	-	111,000
Charges for Services	-	1,228,830	-	-	-	-	-	1,228,830
Transfers In	-	4,557,700	-	-	-	9,477,025	-	14,034,725
Other	-	-	-	129,320	-	-	-	129,320
Sub-Total Locally Raised	**-**	**8,503,887**	**-**	**47,525,439**	**-**	**9,477,025**	**-**	**65,506,351**
TOTAL ALL FUNDS	**$ 86,588,096**	**$ 11,627,199**	**$ 91,400**	**$ 70,356,779**	**$ -**	**$ 9,477,025**	**$ 86,679,496**	**$ 91,461,003**

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2026-27 GANN CALCULATIONS

SCHEDULE NO. 3

INTEREST EARNINGS PRODUCED BY TAXES

	Amount	Source
A. Non-Interest Tax Proceeds	$ 86,679,496	Worksheet # 2
B. Minus Exclusions	19,865,608	Worksheet # 7
C. Net Invested Taxes	66,813,888	(A-B)
D. Total Non-Interest Budget	100,686,521	Worksheet # 2
E. Tax Proceeds as % of Budget	66.36%	(C/D)
F. Interest Earnings	1,412,000	Budget
G. Amount of Interest Earned from Taxes	**$ 936,980**	(E*F)
H. Amount of Interest Earned from Non-Taxes	**$ 475,020**	(F-G)

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2026-27 GANN CALCULATIONS

SCHEDULE NO. 4

APPROPRIATIONS SUBJECT TO LIMITATION

	Amount	Source
A. Proceeds of Taxes	$ 87,616,476	Schedule No. 8
B. Exclusions	19,865,608	Schedule No. 7
C. Appropriations Subject to Limitation	67,750,868	(A-B)
D. Current Year Limitation	125,204,450	Schedule No. 6
E. Over/(Under) Limit	$ (57,453,582)	(C-D)

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2026-27 GANN CALCULATIONS

SCHEDULE NO. 5

APPROPRIATIONS LIMIT

	Amount	Source
A. Last Year's Limit	$ 117,212,755	Voter Approved
B. Adjustment Factors		
1. Growth in Rancho Cordova Population	1.0178	State Finance
2. Growth in California Per Capita Income	1.0495	State Finance
Total Adjustment %	1.0682	(B1 * B2)
C. Annual Adjustment $	7,991,695	(B*A)
D. Other Adjustments		
Lost Responsibility (-)	-	
Transfer to Private (-)	-	
Transfer to Fees (-)	-	
Assumed Responsibility (+)	-	
Subtotal	-	
E. Total Adjustments	7,991,695	(C+D)
F. This Year's Limit	**$ 125,204,450**	(A+E)

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2026-27 GANN CALCULATIONS

SCHEDULE NO. 6

APPROPRIATIONS LIMIT ANALYSIS

FY 2025-2026 Appropriations Limit		**$ 117,212,755**
Adjustment Factors		
Change in Per Capita Personal Income		1.0495
Increase in Rancho Cordova Population		1.0178
Factor for Fiscal Year 2025-26		1.0682
FY 2026-2027 Appropriations Limit		**$ 125,204,450**
FY 2026-2027 Proceeds of Taxes	87,616,476	
Exclusion	(19,865,608)	
FY 2026-2027 Appropriations Subject to Limit		**67,750,868**
FY 2026-2027 Appropriations Under Limit		**$ 57,453,582**

ATTACHMENT 2
Exhibit A to the Resolution

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2026-27 GANN CALCULATIONS

SCHEDULE NO. 7

EXCLUSIONS TO APPROPRIATIONS LIMIT

COURT ORDERS	$	-
FEDERAL MANDATES		
FLSA Payments		-
SSI/Medicare (FICA) Payments		223,806
Landfill Closure Costs		-
Underground Tank Monitoring		-
Unemployment Payments		-
TOTAL FEDERAL MANDATES		223,806
QUALIFIED CAPITAL OUTLAYS		
Technology Enhancements		-
Building Improvements		-
Infrastructure Projects		7,950,000
Vehicles		-
Other Capital Equipment		-
		7,950,000
QUALIFIED DEBT SERVICE		
Certificates of Participation		496,882
Revenue Neutrality Payment		11,194,920
		11,691,802
TOTAL EXCLUDED APPROPRIATIONS	**$**	**19,865,608**

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2026-27 GANN CALCULATIONS

SCHEDULE NO. 8

CALCULATION OF PROCEEDS OF TAXES

REVENUE	Proceeds of Taxes	Non-Proceeds of Taxes	Total
Taxes	$ 86,357,096	$ 2,730,000	$ 89,087,096
Subventions from State			-
Motor Vehicle In Lieu	130,000	-	130,000
Gas Tax	-	2,731,300	2,731,300
RMRA	-	2,435,800	2,435,800
Homeowner's Relief	101,000	-	101,000
SB 90 Reimbursements	-	15,000	15,000
TDA	91,400	-	91,400
Other Intergovernmental	-	2,578,612	2,578,612
Locally Raised			
Local Dedicated Sales Tax	-	4,121,400	4,121,400
Special Benefit-Landscape Assessments	-	9,475,700	9,475,700
Impact Fees	-	34,200,119	34,200,119
Grants	-	12,842,540	12,842,540
Licenses and Permits	-	1,452,857	1,452,857
Fines, Forfeiture and Penalties	-	1,153,500	1,153,500
Rents	-	111,000	111,000
Charges for Services	-	1,228,830	1,228,830
Storm Water Utility Tax	-	521,500	521,500
Roadway Improvement Fund	-	1,698,800	1,698,800
User Fees	-	9,225,518	9,225,518
Transfers In	-	14,034,725	14,034,725
Other	-	129,320	129,320
Subtotal	86,679,496	100,686,521	187,366,017
Interest Earnings	936,980	475,020	1,412,000
Total Revenue	87,616,476	101,161,541	188,778,017
Reserve Withdrawals	-	-	-
TOTAL BUDGET APPROPRIATIONS	$ 87,616,476	$ 101,161,541	$ 188,778,017

MEMORANDUM

ITEM 9.10.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Matt Thomas, Facilities Services Manager
Laurel Bane, Facilities Management Analyst

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A PURCHASE IN AN AMOUNT NOT TO EXCEED $717,406 WITH MILES TREASTER AND ASSOCIATES FOR OFFICE FURNITURE FOR CITY HALL SUITE 100**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a purchase order in an amount not to exceed $717,406 with Miles Treaster and Associates to furnish Suite 100 at Rancho Cordova City Hall.

BACKGROUND

The city retained NORR Architects, Inc. in 2019 to establish a Space Planning Master Plan for a 10-year horizon for staffing and operational needs for the city. The Space Planning Master Plan is assisting in prioritizing physical improvements to city-owned facilities. The first two major improvement projects that were completed in 2023 and 2024 were Suite 220 and Suite 230 at Rancho Cordova City Hall. The next major improvement project was identified as Suite 100 at Rancho Cordova City Hall to accommodate the city's operational needs and accommodate future growth.

The Suite 100 tenant improvements include minor modifications to the American Disability Act (ADA), electrical modifications, new carpet and paint, and new locker room, restroom expansion and updates to the reception area.

The purchase order with Miles Treaster and Associates is for the furnishing of Suite 100. The city is utilizing a cooperative agreement through OMNIA Partners. OMNIA Partners is designed in cooperation with an advisory board of local government officials across the United States and is sponsored by the National Association of Counties, the National Institute of Government Purchasing, the National League of Cities, the League of California Cities and the United States Conference of Mayors. The program allows public agencies to aggregate individual purchasing power and achieve greater volume discounts. Public agencies competitively solicit and award agreements with OMNIA Partners, who then make them available to other public agencies and

nonprofit organizations.

The purchase order pricing is based on a competitive bid conducted by the University of California for office furniture and related services. The pricing through the bid process is valid until April 30, 2027, and is in an amount not to exceed $717,406.

FISCAL IMPACT AND FUNDING SOURCE

The total project budget for capital improvements, including the furnishings of the suite, is funded from Capital Facilites Fees (Fund 201).

This project is included in the city's current Capital Improvement Plan and in the Fiscal Year 25/26 budget.

ATTACHMENT(S)

1. Resolution
2. Quote for Suite 100 Furniture

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $717,406 WITH MILES TREASTER AND ASSOCIATES TO FURNISH SUITE 100

WHEREAS, the city is utilizing a cooperative purchasing agreement through OMNIA Partners; and

WHEREAS, the University of California, through the OMNIA Partners cooperative purchasing agreement, issued a competitive bid for office furniture and related services and awarded the bid to Herman Miller, Inc. with an effective contract from May 28, 2020, through April 30, 2027; and

WHEREAS, the local vendor for Herman Miller, Inc. is Miles Treaster and Associates; and

WHEREAS, adoption of this Resolution will authorize the purchase order to Miles Treaster and Associates in an amount not to exceed $717,406 for Suite 100 Furnishings; and

WHEREAS, funding for this project consists of Capital Facilities Fees fund (CFF); and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act (CEQA) at the time the city approved its five-year Capital Improvement Program, and it has been determined to be exempt from further review pursuant to CEQA regulation 15301(I) regarding repairs, maintenance, or minor alterations to "existing facilities," so long as the project involved negligible or no expansion beyond the current facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to approve a purchase order with Miles Treaster and Associates in an amount not to exceed $717,406 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

Proposal

Miles Treaster & Associates
1810 13th Street, Suite 100
Sacramento, CA 95811
Phone: 916-373-1800
Fax: 916-373-1899
www.mtaoffice.com

Quote/Order No	119490
Date	05/11/2026
Customer PO No	
Customer Account	RANCHO CORDOVA
Terms	NET 30
Sales Associate	Hortencia Ruivivar
Project Number	
Page	1 of 44

TO
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

ATTN: Matt Thomas
Phone: (916) 851-8872
Email: mcthomas@cityofranchocordova.org

SHIP TO
City of Rancho Cordova
2729 Prospect Park Drive
1st Floor
Rancho Cordova, CA 95670

ATTN: Matt Thomas
Phone: (916) 851-8872
Email: mcthomas@cityofranchocordova.org

Prepared for : Matt Thomas

Quote valid for 30 days

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	69.00 Each	G9110.0308RL-LU DD SIGNWICH 3X8 HARD SURFACE SOFT FROST/SOFT WHITE	39.02	2,692.38
2	69.00 Each	GMASK-LU SOFT WHITE GLASS MASK, HARD SURFACE MOUNT -SELECT COLOR MASK - SOFT WHITE	0.98	67.62
3	12.00 Each	G9110.0308RL-BU DD SIGNWICH 3X8 HARD SURFACE SOFT FROST -BU DOT	39.02	468.24
4	12.00 Each	GMASK-BU GLASS MASK, HARD SURFACE MOUNT-BU	0.98	11.76
5	12.00 Each	AER1B21PW--SZS-G1-G1-G1-C7-BK-231-03- +Wk Chair,b size,standard-height range,std tilt,fixed arms,nonuphst armpads OPTION: SZS:+basic back support OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: C7:+2 1/2" caster, black yoke, hard floors or carpet OPTION: BK:+black OPTION: 231:+8Z Pellicle-Pr Cat 1 OPTION: 03:+8Z Pellicle graphite OPTION: :EXISTING Tag: Conference 1	801.01	9,612.12
6	3.00 Each	74K2428PNL--STD-IM DOCK,24DX28H,PANEL BASE,HPL OPTION: STD:STANDARD GROUP 1 OPTION: IM:BRIGHTON Tag: Conference 1	386.70	1,160.10
7	4.00 Each	75K42WSSR DOCK,42W,UNDERSURFACE SUPPORT RAIL Tag: Conference 1	36.04	144.16
8	1.00 Each	WWN48144RT2L--VIM-CUT-G16E-X-X-STD-IM WAVEWORKS,48DX144W,CONFERENCE TOP,RECTANGLE,HPL OPTION: VIM:SOFTENED,BRIGHTON OPTION: CUT-G16E:CUTOUT-G16,END	3,063.38	3,063.38



Proposal

Miles Treaster & Associates
1810 13th Street, Suite 100
Sacramento, CA 95811
Phone: 916-373-1800
Fax: 916-373-1899
www.mtaoffice.com

Quote/Order No	119490
Date	05/11/2026
Customer PO No	
Customer Account	RANCHO CORDOVA
Terms	NET 30
Sales Associate	Hortencia Ruivivar
Project Number	
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		OPTION: X:NO MODIFIED DEPTH (STANDARD) OPTION: X:NO MODIFIED WIDTH (STANDARD) OPTION: STD:STANDARD LAMINATE OPTION: IM:BRIGHTON Tag: Conference 1		
9	1.00 Each	NACG162ELS ACCESSORIES,9DX15W POWER DATA OASIS,CUT-G16,SILVER Tag: Conference 1	1,836.51	1,836.51
10	10.00 Each	AER1B21PW--SZS-G1-G1-G1-C7-BK-231-03 +Wk Chair,b size,standard-height range,std tilt,fixed arms,nonuphst armpads OPTION: SZS:+basic back support OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: C7:+2 1/2" caster, black yoke, hard floors or carpet OPTION: BK:+black OPTION: 231:+8Z Pellicle-Pr Cat 1 OPTION: 03:+8Z Pellicle graphite Tag: Conference 2	801.01	8,010.10
11	1.00 Each	LKT2072-36L777--PIL-MBK-NKLD LOK Closed Storage Credenza at Counter Height- 20d x 72w x 36h OPTION: PIL:Pilsner OPTION: MBK:Matte Black OPTION: NKLD:No Locking Door(s) Selected Tag: Conference 2	2,024.92	2,024.92
12	12.00 Each	AER1B21PW--SZS-G1-G1-G1-C7-BK-231-03 +Wk Chair,b size,standard-height range,std tilt,fixed arms,nonuphst armpads OPTION: SZS:+basic back support OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: C7:+2 1/2" caster, black yoke, hard floors or carpet OPTION: BK:+black OPTION: 231:+8Z Pellicle-Pr Cat 1 OPTION: 03:+8Z Pellicle graphite Tag: Conference 3	801.01	9,612.12
13	4.00 Each	75K42WSSR DOCK,42W,UNDERSURFACE SUPPORT RAIL Tag: Conference 3	36.04	144.16
14	3.00 Each	BP-2427S--IM CONFERENCE,24WX27H,TABLE BASE,THIN PANEL BASE,LAMINATE OPTION: IM:BRIGHTON Tag: Conference 3	176.22	528.66
15	1.00 Each	WWN48144RT2L--VIM-CUT-G16E-X-X-STD-IM WAVEWORKS,48DX144W,CONFERENCE TOP,RECTANGLE,HPL OPTION: VIM:SOFTENED,BRIGHTON	3,063.38	3,063.38

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		OPTION: CUT-G16E:CUTOUT-G16,END OPTION: X:NO MODIFIED DEPTH (STANDARD) OPTION: X:NO MODIFIED WIDTH (STANDARD) OPTION: STD:STANDARD LAMINATE OPTION: IM:BRIGHTON Tag: Conference 3		
16	1.00 Each	NACG162ELS ACCESSORIES,9DX15W POWER DATA OASIS,CUT-G16,SILVER Tag: Conference 3	1,836.51	1,836.51
17	14.00 Each	AER1B21PW--SZS-G1-G1-G1-C7-BK-231-03 +Wk Chair,b size,standard-height range,std tilt,fixed arms,nonuphst armpads OPTION: SZS:+basic back support OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: C7:+2 1/2" caster, black yoke, hard floors or carpet OPTION: BK:+black OPTION: 231:+8Z Pellicle-Pr Cat 1 OPTION: 03:+8Z Pellicle graphite Tag: Conference 4	801.01	11,214.14
18	1.00 Each	LKT2072-36L777--PIL-MBK-NKLD LOK Closed Storage Credenza at Counter Height- 20d x 72w x 36h OPTION: PIL:Pilsner OPTION: MBK:Matte Black OPTION: NKLD:No Locking Door(s) Selected Tag: Conference 4	2,024.92	2,024.92
19	6.00 Each	AER1B21PW--SZS-G1-G1-G1-C7-BK-231-03 +Wk Chair,b size,standard-height range,std tilt,fixed arms,nonuphst armpads OPTION: SZS:+basic back support OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: C7:+2 1/2" caster, black yoke, hard floors or carpet OPTION: BK:+black OPTION: 231:+8Z Pellicle-Pr Cat 1 OPTION: 03:+8Z Pellicle graphite Tag: Conference 5	801.01	4,806.06
20	2.00 Each	BP-2427S--IM CONFERENCE,24WX27H,TABLE BASE,THIN PANEL BASE,LAMINATE OPTION: IM:BRIGHTON Tag: Conference 5	176.22	352.44
21	1.00 Each	WWN4284RT2L--VIM-CUT-G16C-X-X-STD-IM WAVEWORKS,42DX84W,CONFERENCE TOP,RECTANGLE,HPL OPTION: VIM:SOFTENED,BRIGHTON OPTION: CUT-G16C:CUTOUT-G16,CENTER OPTION: X:NO MODIFIED DEPTH (STANDARD) OPTION: X:NO MODIFIED WIDTH (STANDARD)	1,384.39	1,384.39

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		OPTION: STD:STANDARD LAMINATE OPTION: IM:BRIGHTON Tag: Conference 5		
22	1.00 Each	NACG162ELS ACCESSORIES,9DX15W POWER DATA OASIS,CUT-G16,SILVER Tag: Conference 5	1,836.51	1,836.51
23	3.00 Each	AW6000WL--C-Momentum-Mello-09543191-PIL Arwyn Guest Chair - Wood Leg - 28d x 26w x 32h OPTION: C:Grade C OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 09543191:Ink OPTION: PIL:Pilsner Tag: LH Office 1, 6, 12	896.54	2,689.62
24	3.00 Each	AH24-5472-3TS--MBK Vision Adjustable Height Base For Corner And L-Unit - Standard Range - 24d x 54-72w x Adj h OPTION: MBK:Matte Black Tag: LH Office 1, 6, 12	784.76	2,354.28
25	3.00 Each	VSB3020WTC--B-Momentum-Guild-09212025 Vision 29 3/4w x 19h Wall Mount Tackboard OPTION: B:Grade B OPTION: Momentum:Momentum Fabric OPTION: Guild:Guild OPTION: 09212025:Indigo Tag: LH Office 1, 6, 12	151.34	454.02
26	3.00 Each	VST1620MBBF--PIL-DWH-P001-MBK-NCGR-YLK-MBK Vision Modular Box/Box/File Pedestal - 18 7/8d x 16w x 28 5/16h OPTION: PIL:Pilsner (Chassis) OPTION: DWH:Designer White (Drawer Laminate) OPTION: P001:Bar Pull OPTION: MBK:Matte Black OPTION: NCGR:No Chassis Grommet OPTION: YLK:Locking OPTION: MBK:Matte Black Tag: LH Office 1, 6, 12	416.76	1,250.28
27	3.00 Each	VST1620MFF--PIL-DWH-P001-MBK-NCGR-YLK-MBK Vision Modular File/File Pedestal - 18 7/8d x 16w x 28 5/16h OPTION: PIL:Pilsner (Chassis) OPTION: DWH:Designer White (Drawer Laminate) OPTION: P001:Bar Pull OPTION: MBK:Matte Black OPTION: NCGR:No Chassis Grommet OPTION: YLK:Locking OPTION: MBK:Matte Black Tag: LH Office 1, 6, 12	408.48	1,225.44
28	6.00 Each	VST1628MPBK--PIL Vision Modular Pedestal Back Panel - 3/4d x 15 5/8w x 28h OPTION: PIL:Pilsner (Chassis) Tag: LH Office 1, 6, 12	74.06	444.36

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29	3.00 Each	VST1630WSO--PIL-LMNT-DWH-YLK-MBK Vision 16d x 30w x 17 1/2h Wall Mount Overhead Cabinet w/Two Doors OPTION: PIL:Pilsner (Chassis) OPTION: LMNT:Laminate Door OPTION: DWH:Designer White (Door Laminate) OPTION: YLK:Locking OPTION: MBK:Matte Black Tag: LH Office 1, 6, 12	476.10	1,428.30
30	3.00 Each	VST6010HMPR--PIL Vision Hanging Modesty - Rounded Corners - 3/4d x 59 5/8w x 10h OPTION: PIL:Pilsner Tag: LH Office 1, 6, 12	162.84	488.52
31	3.00 Each	VST6072SWPRT--TFL-PIL-R3-YGD-MBK Vision Modular Sweeping L Desk Top - 60d x 72w x 1 3/16h OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner (Worksurface) OPTION: R3:Eased Edge OPTION: YGD:Side (D) OPTION: MBK:Matte Black Tag: LH Office 1, 6, 12	707.02	2,121.06
32	3.00 Each	ZVST3620MCTS--TFL-PIL-R3-NGA-NGB-NGC- Vision 20 x 36 Modular Pedestal Top Custom Width to 31-3/8" OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner OPTION: R3:Eased Edge OPTION: NGA:No Grommet in Left Location (A) OPTION: NGB:No Grommet in Center Location (B) OPTION: NGC:No Grommet in Right Location (C) OPTION: :Quote #260423-1310-294 Tag: LH Office 1, 6, 12	164.22	492.66
33	3.00 Each	405--~-B-67C-SS-51A-20S-~-18BB-16HP-~-LS1-2G-9FA-GR-4-GR 4 Genie chair with a medium B seat OPTION: ~:Not selected OPTION: B:Black frame OPTION: 67C:Quick adjust advanced synchro OPTION: SS:Seat depth adjustment OPTION: 51A:Black adjustable arm with up to 8 adjustments OPTION: 20S:Fixed black armrest OPTION: ~:Not selected OPTION: 18BB:Black low-profile 5-star base OPTION: 16HP:Black carpet casters OPTION: ~:Not selected OPTION: LS1:Black vertically adjustable lumbar support OPTION: 2G:Silver high-performance mesh OPTION: 9FA:Ships 95% assembled OPTION: GR-4:Grade 4 OPTION: GR 4:Momentum Endurance Noir Tag: LH Office 1, 6, 12	824.56	2,473.68
34	6.00 Each	AER1B21PW--SZS-G1-G1-G1-C7-BK-231-03 +Wk Chair,b size,standard-height range,std tilt,fixed	801.01	4,806.06

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		arms,nonuphst armpads OPTION: SZS:+basic back support OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: C7:+2 1/2" caster, black yoke, hard floors or carpet OPTION: BK:+black OPTION: 231:+8Z Pellicle-Pr Cat 1 OPTION: 03:+8Z Pellicle graphite Tag: Meeting Rm 1		
35	2.00 Each	BP-2427S--IM CONFERENCE,24WX27H,TABLE BASE,THIN PANEL BASE,LAMINATE OPTION: IM:BRIGHTON Tag: Meeting Rm 1	176.22	352.44
36	1.00 Each	WWN4284RT2L--VIM-CUT-G16C-X-X-STD-IM WAVEWORKS,42DX84W,CONFERENCE TOP,RECTANGLE,HPL OPTION: VIM:SOFTENED,BRIGHTON OPTION: CUT-G16C:CUTOUT-G16,CENTER OPTION: X:NO MODIFIED DEPTH (STANDARD) OPTION: X:NO MODIFIED WIDTH (STANDARD) OPTION: STD:STANDARD LAMINATE OPTION: IM:BRIGHTON Tag: Meeting Rm 1	1,384.39	1,384.39
37	1.00 Each	NACG162ELS ACCESSORIES,9DX15W POWER DATA OASIS,CUT-G16,SILVER Tag: Meeting Rm 1	1,836.51	1,836.51
38	6.00 Each	N18MPUA--KD-51-1-11607-STD PICADO,TASK,PLASTIC BACK,UPHOLSTERED SEAT OPTION: KD:TOOL-LESS KNOCK DOWN OPTION: 51:WHITE OPTION: 1:GRADE 1 OPTION: 11607:CALI PIER OPTION: STD:HARD CASTER Tag: Meeting Rm 2	534.89	3,209.34
39	1.00 Each	BP-24--IM UNIVERSAL,24WX27H,CYLINDER BASE,NO WIRE MGMT,LAMINATE OPTION: IM:BRIGHTON Tag: Meeting Rm 2	737.81	737.81
40	1.00 Each	WWN54RDL--V405-X-STD-405 WAVEWORKS,54DIA,CONFERENCE TOP,ROUND,HPL OPTION: V405:SOFTENED,DESIGNER WHITE OPTION: X:NO GROMMET OPTION: STD:STANDARD LAMINATE OPTION: 405:DESIGNER WHITE Tag: Meeting Rm 2	1,181.03	1,181.03
41	1.00 Each	DP1EPS.3672LLNN--125-125-125-125-98 +Headway Communal Table, Standing Ht,sq-edge,36" d,72" w,high-pressure lam top/thermoplastic edge,high-pressure lam	1,804.95	1,804.95

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		outer leg panel/thermoplastic edge,no cut OPTION: 125:+natural maple (CP) OPTION: 125:+natural maple (CP) OPTION: 125:+natural maple (CP) OPTION: 125:+natural maple (CP) OPTION: 98:+studio white (CP) Tag: Meeting Rm 3		
42	4.00 Each	N18SPUA--KD-51-1-11607-STD PICADO,STOOL,PLASTIC BACK,UPHOLSTERED SEAT OPTION: KD:TOOL-LESS KNOCK DOWN OPTION: 51:WHITE OPTION: 1:GRADE 1 OPTION: 11607:CALI PIER OPTION: STD:HARD CASTER Tag: Meeting Rm 3	667.50	2,670.00
43	2.00 Each	AH24-5472-3TS--MBK Vision Adjustable Height Base For Corner And L-Unit - Standard Range - 24d x 54-72w x Adj h OPTION: MBK:Matte Black Tag: MGR Office 2 & 11	784.76	1,569.52
44	2.00 Each	VSB7220WTC--B-Momentum-Guild-09212025 Vision 71 3/4w x 19h Wall Mount Tackboard OPTION: B:Grade B OPTION: Momentum:Momentum Fabric OPTION: Guild:Guild OPTION: 09212025:Indigo Tag: MGR Office 2 & 11	253.92	507.84
45	2.00 Each	VST12SP--PIL Vision 12w x 28h Modular Center Support Panel OPTION: PIL:Pilsner (Worksurface) Tag: MGR Office 2 & 11	87.40	174.80
46	4.00 Each	VST1636WSO--PIL-LMNT-DWH-YLK-MBK Vision 16d x 36w x 17 1/2h Wall Mount Overhead Cabinet w/Two Doors OPTION: PIL:Pilsner (Chassis) OPTION: LMNT:Laminate Door OPTION: DWH:Designer White (Door Laminate) OPTION: YLK:Locking OPTION: MBK:Matte Black Tag: MGR Office 2 & 11	500.94	2,003.76
47	2.00 Each	VST18RBA--PIL Vision 18 dia. Cylinder Base with Access Panel OPTION: PIL:Pilsner (Chassis) Tag: MGR Office 2 & 11	695.98	1,391.96
48	2.00 Each	VST2036LSHR--TFL-PIL-R3-PIL-FMP-NGA-NGB-NGC-MBK-NCGR Vision 20 x 36 Return Shell, Left OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner (Worksurface) OPTION: R3:Eased Edge OPTION: PIL:Pilsner (Chassis) OPTION: FMP:Full Modesty Panel (Standard)	441.60	883.20

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		OPTION: NGA:No Grommet (A) OPTION: NGB:No Grommet (B) OPTION: NGC:No Grommet (C) OPTION: MBK:Matte Black OPTION: NCGR:No Chassis Grommet Tag: MGR Office 2 & 11		
49	2.00 Each	VST2072MCT--TFL-PIL-R3-NGA-NGB-NGC-MBK Vision 20 x 72 Modular Credenza Top OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner (Worksurface) OPTION: R3:Eased Edge OPTION: NGA:No Grommet (A) OPTION: NGB:No Grommet (B) OPTION: NGC:No Grommet (C) OPTION: MBK:Matte Black Tag: MGR Office 2 & 11	204.70	409.40
50	4.00 Each	VST3620MLF--PIL-DWH-P001-MBK-NCGR-YLK-MBK Vision Modular Lateral File Pedestal - 18 7/8d x 35 7/8w x 28 5/16h OPTION: PIL:Pilsner (Chassis) OPTION: DWH:Designer White (Drawer Laminate) OPTION: P001:Bar Pull OPTION: MBK:Matte Black OPTION: NCGR:No Chassis Grommet OPTION: YLK:Locking OPTION: MBK:Matte Black Tag: MGR Office 2 & 11	577.76	2,311.04
51	4.00 Each	VST3628MPBK--PIL Vision Modular Pedestal Back Panel - 3/4d x 35 7/8w x 28h OPTION: PIL:Pilsner (Chassis) Tag: MGR Office 2 & 11	93.84	375.36
52	2.00 Each	VST3672BC--PIL Vision 15 1/2d x 36w x 72h 5-Shelf Bookcase OPTION: PIL:Pilsner (Chassis) Tag: MGR Office 2 & 11	685.40	1,370.80
53	2.00 Each	VST36TT--TFL-PIL-R3-NCB Vision 36 dia. Round Conference Table Top OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner (Worksurface) OPTION: R3:Eased Edge OPTION: NCB:No Cut Out in (B) Location Tag: MGR Office 2 & 11	400.20	800.40
54	2.00 Each	VST5410HMPR--PIL Vision Hanging Modesty - Rounded Corners - 3/4d x 53 5/8w x 10h OPTION: PIL:Pilsner Tag: MGR Office 2 & 11	159.16	318.32
55	2.00 Each	VST6010HMPR--PIL Vision Hanging Modesty - Rounded Corners - 3/4d x 59 5/8w x 10h OPTION: PIL:Pilsner Tag: MGR Office 2 & 11	162.84	325.68

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56	2.00 Each	VST6072SWPRT--TFL-PIL-R3-YGD-MBK Vision Modular Sweeping L Desk Top - 60d x 72w x 1 3/16h OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner (Worksurface) OPTION: R3:Eased Edge OPTION: YGD:Side (D) OPTION: MBK:Matte Black Tag: MGR Office 2 & 11	707.02	1,414.04
57	4.00 Each	N18MPUA--KD-51-1-11607-STD PICADO,TASK,PLASTIC BACK,UPHOLSTERED SEAT OPTION: KD:TOOL-LESS KNOCK DOWN OPTION: 51:WHITE OPTION: 1:GRADE 1 OPTION: 11607:CALI PIER OPTION: STD:HARD CASTER Tag: MGR Office 2 & 11	534.89	2,139.56
58	2.00 Each	405--~-B-67C-SS-51A-20S-~-18BB-16HP-~-LS1-2G-9FA-GR-4-GR 4 Genie chair with a medium B seat OPTION: ~:Not selected OPTION: B:Black frame OPTION: 67C:Quick adjust advanced synchro OPTION: SS:Seat depth adjustment OPTION: 51A:Black adjustable arm with up to 8 adjustments OPTION: 20S:Fixed black armrest OPTION: ~:Not selected OPTION: 18BB:Black low-profile 5-star base OPTION: 16HP:Black carpet casters OPTION: ~:Not selected OPTION: LS1:Black vertically adjustable lumbar support OPTION: 2G:Silver high-performance mesh OPTION: 9FA:Ships 95% assembled OPTION: GR-4:Grade 4 OPTION: GR 4:Endurance Noir Tag: MGR Office 2 & 11	824.56	1,649.12
59	3.00 Each	AW6001WL--C-Momentum-Mello-09543191-PIL Arwyn Mid Back Crossover Lounge - Wood Leg - 30 1/2d x 28w x 33h OPTION: C:Grade C OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 09543191:Ink OPTION: PIL:Pilsner Tag: Reception	987.16	2,961.48
60	1.00 Each	PLRD20-22M--T-PIL-MFS-MBK Poet Round Side Table - Metal Legs - 22d x 22w x 20h OPTION: T:Laminate Surface OPTION: PIL:Pilsner OPTION: MFS:Metal Finish Standard OPTION: MBK:Matte Black Tag: Reception	805.46	805.46
61	7.00 Each	AW6000WL--C-Momentum-Mello-09543191-PIL Arwyn Guest Chair - Wood Leg - 28d x 26w x 32h	896.54	6,275.78

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		OPTION: C:Grade C OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 09543191:Ink OPTION: PIL:Pilsner Tag: RH Office 3-5, 7-10		
62	7.00 Each	AH24-5472-3TS--MBK Vision Adjustable Height Base For Corner And L-Unit - Standard Range - 24d x 54-72w x Adj h OPTION: MBK:Matte Black Tag: RH Office 3-5, 7-10	784.76	5,493.32
63	7.00 Each	VSB3020WTC--B-Momentum-Guild-09212025 Vision 29 3/4w x 19h Wall Mount Tackboard OPTION: B:Grade B OPTION: Momentum:Momentum Fabric OPTION: Guild:Guild OPTION: 09212025:Indigo Tag: RH Office 3-5, 7-10	151.34	1,059.38
64	7.00 Each	VST1620MBBF--PIL-DWH-P001-MBK-NCGR-YLK-MBK Vision Modular Box/Box/File Pedestal - 18 7/8d x 16w x 28 5/16h OPTION: PIL:Pilsner (Chassis) OPTION: DWH:Designer White (Drawer Laminate) OPTION: P001:Bar Pull OPTION: MBK:Matte Black OPTION: NCGR:No Chassis Grommet OPTION: YLK:Locking OPTION: MBK:Matte Black Tag: RH Office 3-5, 7-10	416.76	2,917.32
65	7.00 Each	VST1620MFF--PIL-DWH-P001-MBK-NCGR-YLK-MBK Vision Modular File/File Pedestal - 18 7/8d x 16w x 28 5/16h OPTION: PIL:Pilsner (Chassis) OPTION: DWH:Designer White (Drawer Laminate) OPTION: P001:Bar Pull OPTION: MBK:Matte Black OPTION: NCGR:No Chassis Grommet OPTION: YLK:Locking OPTION: MBK:Matte Black Tag: RH Office 3-5, 7-10	408.48	2,859.36
66	14.00 Each	VST1628MPBK--PIL Vision Modular Pedestal Back Panel - 3/4d x 15 5/8w x 28h OPTION: PIL:Pilsner (Chassis) Tag: RH Office 3-5, 7-10	74.06	1,036.84
67	7.00 Each	VST1630WSO--PIL-LMNT-DWH-YLK-MBK Vision 16d x 30w x 17 1/2h Wall Mount Overhead Cabinet w/Two Doors OPTION: PIL:Pilsner (Chassis) OPTION: LMNT:Laminate Door OPTION: DWH:Designer White (Door Laminate) OPTION: YLK:Locking OPTION: MBK:Matte Black Tag: RH Office 3-5, 7-10	476.10	3,332.70
68	7.00	VST6010HMPR--PIL	162.84	1,139.88

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	Each	Vision Hanging Modesty - Rounded Corners - 3/4d x 59 5/8w x 10h OPTION: PIL:Pilsner Tag: RH Office 3-5, 7-10		
69	7.00 Each	VST6072SWPLT--TFL-PIL-R3-YGD-MBK Vision Modular Sweeping L Desk Top - 60d x 72w x 1 3/16h OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner (Worksurface) OPTION: R3:Eased Edge OPTION: YGD:Side (D) OPTION: MBK:Matte Black Tag: RH Office 3-5, 7-10	707.02	4,949.14
70	7.00 Each	ZVST3620MCTS--TFL-PIL-R3-NGA-NGB-NGC- Vision 20 x 36 Modular Pedestal Top Custom Width to 31-3/8" OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner OPTION: R3:Eased Edge OPTION: NGA:No Grommet in Left Location (A) OPTION: NGB:No Grommet in Center Location (B) OPTION: NGC:No Grommet in Right Location (C) OPTION: :Quote 260423-1310-294 Tag: RH Office 3-5, 7-10	164.22	1,149.54
71	7.00 Each	405--~-B-67C-SS-51A-20S-~-18BB-16HP-~-LS1-2G-9FA-GR-4-GR 4 Genie chair with a medium B seat OPTION: ~:Not selected OPTION: B:Black frame OPTION: 67C:Quick adjust advanced synchro OPTION: SS:Seat depth adjustment OPTION: 51A:Black adjustable arm with up to 8 adjustments OPTION: 20S:Fixed black armrest OPTION: ~:Not selected OPTION: 18BB:Black low-profile 5-star base OPTION: 16HP:Black carpet casters OPTION: ~:Not selected OPTION: LS1:Black vertically adjustable lumbar support OPTION: 2G:Silver high-performance mesh OPTION: 9FA:Ships 95% assembled OPTION: GR-4:Grade 4 OPTION: GR 4:Endurance Noir Tag: RH Office 3-5, 7-10	824.56	5,771.92
72	3.00 Each	FT110.4624J--91 +Frame,46" h,24" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 1-3	83.46	250.38
73	1.00 Each	FT110.4630J--91 +Frame,46" h,30" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 1-3	87.86	87.86
74	2.00 Each	FT110.4630N--91 +Frame,46" h,30" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 1-3	83.20	166.40



Proposal

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75	7.00 Each	FT110.4648J--91 +Frame,46" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 1-3	105.17	736.19
76	2.00 Each	FT110.5724N--91 +Frame,57" h,24" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 1-3	84.50	169.00
77	2.00 Each	FT110.5748J--91 +Frame,57" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 1-3	109.82	219.64
78	2.00 Each	FT110.5748N--91 +Frame,57" h,48" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 1-3	105.17	210.34
79	2.00 Each	FT112.24AP--91 +Frame Top Cap,24" w,std,painted OPTION: 91:+white (CP) Tag: WS 1-3	12.92	25.84
80	4.00 Each	FT112.48AP--91 +Frame Top Cap,48" w,std,painted OPTION: 91:+white (CP) Tag: WS 1-3	18.35	73.40
81	3.00 Each	FT114.1130P5A--91 +Frame Top Screen,11" h,30" w,painted std top cap,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 1-3	152.97	458.91
82	2.00 Each	FT114.1196G5A--91 @Frame Top Screen,11" h,96" w,painted ext std top cap to span 2 frames,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 1-3	357.88	715.76
83	3.00 Each	FT121.246 +90° Universal Con,2 way, 90° or 180°,for 46H frames & low Tag: WS 1-3	25.32	75.96
84	2.00 Each	FT121.346 +90° Universal Con,3 way,for 46H frames & low Tag: WS 1-3	29.46	58.92
85	2.00 Each	FT121.357 +90° Universal Con,3 way,for 53"-high frames & higher Tag: WS 1-3	43.41	86.82
86	4.00 Each	FT123.146BP--91 +90° Con Cover,1 side covered,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 1-3	19.12	76.48

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87	2.00 Each	FT123.211NP--91 +90° Con Cover,2 sides covered,11" h,no base,painted OPTION: 91:+white (CP) Tag: WS 1-3	21.71	43.42
88	3.00 Each	FT123.246BP--91 +90° Con Cover,2 sides covered,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 1-3	24.29	72.87
89	1.00 Each	FT123.311NP--91 +90° Con Cover,3 sides covered,11" h,no base,painted OPTION: 91:+white (CP) Tag: WS 1-3	29.97	29.97
90	1.00 Each	FT126.1AP--91 +90° Con Top Cap,for 1 frame top cap,painted OPTION: 91:+white (CP) Tag: WS 1-3	13.44	13.44
91	4.00 Each	FT126.2AP--91 +90° Con Top Cap,for 2 frame top caps, 90°,painted OPTION: 91:+white (CP) Tag: WS 1-3	13.44	53.76
92	2.00 Each	FT126.3AP--91 +90° Con Top Cap,for 3 frame top caps,painted OPTION: 91:+white (CP) Tag: WS 1-3	13.44	26.88
93	5.00 Each	FT128.46 +Frame-to-Frame Connection Hardware,46" h Tag: WS 1-3	11.11	55.55
94	2.00 Each	FT128.57 +Frame-to-Frame Connection Hardware,57" h Tag: WS 1-3	13.95	27.90
95	1.00 Each	FT140.06--LZ +Pwr Entry, External Direct Connect,6' l OPTION: LZ:+PVC-free Tag: WS 1-3	75.97	75.97
96	1.00 Each	FT143.57E--LZ-91 +Ceiling Pwr Entry, Con,57" h,4-circuit pwr connects in base OPTION: LZ:+PVC-free OPTION: 91:+white (CP) Tag: WS 1-3	406.72	406.72
97	3.00 Each	FT150.24--LZ +Base Pwr Harness,24" w OPTION: LZ:+PVC-free Tag: WS 1-3	54.52	163.56
98	1.00 Each	FT150.30--LZ +Base Pwr Harness,30" w OPTION: LZ:+PVC-free Tag: WS 1-3	56.33	56.33

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99	9.00 Each	FT150.48--LZ +Base Pwr Harness,48" w OPTION: LZ:+PVC-free Tag: WS 1-3	65.38	588.42
100	1.00 Each	FT155.A--91 +Receptacle, 15 Amp (package of 6),duplex, circ a 6/Pkg OPTION: 91:+white (CP) Tag: WS 1-3	77.52	77.52
101	1.00 Each	FT155.B--91 +Receptacle, 15 Amp (package of 6),duplex, circ b 6/Pkg OPTION: 91:+white (CP) Tag: WS 1-3	77.52	77.52
102	1.00 Each	FT155.DN--91 +Receptacle, 15 Amp (package of 6),duplex, circ d 6/Pkg OPTION: 91:+white (CP) Tag: WS 1-3	77.52	77.52
103	3.00 Each	FT160.46BP--91 +Fin End,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 1-3	25.58	76.74
104	3.00 Each	FT160.57BP--91 +Fin End,57" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 1-3	27.65	82.95
105	1.00 Each	FT162.30--91 +Retrofit Base Cover for Pwr Entry,30" w OPTION: 91:+white (CP) Tag: WS 1-3	19.90	19.90
106	10.00 Each	FT170.3024R--91-4SC-01 +Low Tile,30" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 1-3	55.56	555.60
107	6.00 Each	FT170.3030R--91-4SC-01 +Low Tile,30" h,30" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 1-3	59.69	358.14
108	22.00 Each	FT170.3048R--91-4SC-01 +Low Tile,30" h,48" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 1-3	72.35	1,591.70
109	2.00 Each	FT175.1148T--91-91 +Rail Tile,11" h,48" w,top OPTION: 91:@white (CP)	100.52	201.04

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		OPTION: 91:+white (CP) Tag: WS 1-3		
110	14.00 Each	FT181.1124R--91-4SC-01 +Upper Tile,11" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 1-3	32.04	448.56
111	6.00 Each	FT181.1130R--91-4SC-01 +Upper Tile,11" h,30" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 1-3	34.11	204.66
112	28.00 Each	FT181.1148R--91-4SC-01 +Upper Tile,11" h,48" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 1-3	41.86	1,172.08
113	4.00 Each	FT290.24L--91 +Surf Cantilever,for 20"- or 24"-deep surf,left-hand cantilever OPTION: 91:+white (CP) Tag: WS 1-3	14.47	57.88
114	4.00 Each	FT290.24R--91 +Surf Cantilever,for 20"- or 24"-deep surf,right-hand cantilever OPTION: 91:+white (CP) Tag: WS 1-3	14.47	57.88
115	3.00 Each	FT415.72PSSL--125-91-LD +Stg Cabinet, Frame Top, Mounted, Open,72" w,painted std top cap,single-sided,opening lf & rt,thermally-fused lam OPTION: 125:+natural maple (CP) OPTION: 91:+white (CP) OPTION: LD:+stacking on 35", 46", 57" base frame Tag: WS 1-3	592.77	1,778.31
116	3.00 Each	FT492.72 @Markerboard, Stg Cabinet, Frame Top Mtd,34 3/4" for 72" -wide cbt Tag: WS 1-3	64.86	194.58
117	3.00 Each	FTS10.2472LF--91-91 +Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/ thermoplastic edge,Canvas frame att surf OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 1-3	213.70	641.10
118	1.00 Each	FTS10.2496LF--91-91 +Rect Surf,sq-edge,24" d,96" w,high-pressure lam top/ thermoplastic edge,Canvas frame att surf OPTION: 91:+white (CP) OPTION: 91:+white (CP)	255.56	255.56



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		Tag: WS 1-3		
119	4.00 Each	Y7216.10--91 +Paper Tray,10" w OPTION: 91:+white (CP) Tag: WS 1-3	21.74	86.96
120	3.00 Each	DU6ACS.3072LE--NNP-SUD-91-91-91-PSC-NNN-57 @Renew Rectangle Table w/ C-Foot,sq-edge,30" d (29" surf size), 72" w (70" surf size),high-pressure lam top/thermoplastic edge,electric std range OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 91:@white (CP) OPTION: 91:@white (CP) OPTION: 91:@white leg with white foot (CP) OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Tag: WS 1-3	1,341.11	4,023.33
121	3.00 Each	LW100.20BBF--SB-XS-91-KA-2F-3M +W-Pull Freestd Pedestal,20" d,BBF OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 3M:+drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer Tag: WS 1-3	279.24	837.72
122	3.00 Each	LW100.20FF--SB-XS-91-KA-2F-1M +W-Pull Freestd Pedestal,20" d,FF OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 1M:+2 file converters in each file drawer Tag: WS 1-3	242.63	727.89
123	3.00 Each	LW200.303--XS-91-KC-CB-1R +W-Pull Freestd Lateral File,30" w,3 drw OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KC:+keyed differently, chrome OPTION: CB:+counterweight (recommended) OPTION: 1R:+front-to-back filing rail Tag: WS 1-3	596.59	1,789.77
124	3.00 Each	405--~-B-67C-SS-51A-20S-~-18BB-16HP-~-LS1-2G-9FA-GR-4-GR 4 Genie chair with a medium B seat OPTION: ~:Not selected OPTION: B:Black frame OPTION: 67C:Quick adjust advanced synchro OPTION: SS:Seat depth adjustment OPTION: 51A:Black adjustable arm with up to 8 adjustments	824.56	2,473.68



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		OPTION: 20S:Fixed black armrest OPTION: ~:Not selected OPTION: 18BB:Black low-profile 5-star base OPTION: 16HP:Black carpet casters OPTION: ~:Not selected OPTION: LS1:Black vertically adjustable lumbar support OPTION: 2G:Silver high-performance mesh OPTION: 9FA:Ships 95% assembled OPTION: GR-4:Grade 4 OPTION: GR 4:Endurance Noir Tag: WS 1-3		
125	17.00 Each	FT110.4624J--91 +Frame,46" h,24" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 4-43	83.46	1,418.82
126	30.00 Each	FT110.4630N--91 +Frame,46" h,30" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 4-43	83.20	2,496.00
127	47.00 Each	FT110.4648J--91 +Frame,46" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 4-43	105.17	4,942.99
128	2.00 Each	FT110.4648N--91 +Frame,46" h,48" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 4-43	99.48	198.96
129	7.00 Each	FT110.5724N--91 +Frame,57" h,24" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 4-43	84.50	591.50
130	16.00 Each	FT110.5730J--91 +Frame,57" h,30" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 4-43	93.54	1,496.64
131	13.00 Each	FT110.5730N--91 +Frame,57" h,30" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 4-43	88.63	1,152.19
132	24.00 Each	FT110.5748J--91 +Frame,57" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 4-43	109.82	2,635.68
133	8.00 Each	FT110.5748N--91 +Frame,57" h,48" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 4-43	105.17	841.36
134	7.00 Each	FT112.24AP--91 +Frame Top Cap,24" w,std,painted	12.92	90.44



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		OPTION: 91:+white (CP) Tag: WS 4-43		
135	29.00 Each	FT112.30AP--91 +Frame Top Cap,30" w,std,painted OPTION: 91:+white (CP) Tag: WS 4-43	13.95	404.55
136	32.00 Each	FT112.48AP--91 +Frame Top Cap,48" w,std,painted OPTION: 91:+white (CP) Tag: WS 4-43	18.35	587.20
137	30.00 Each	FT114.1130P5A--91 +Frame Top Screen,11" h,30" w,painted std top cap,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 4-43	152.97	4,589.10
138	2.00 Each	FT114.1148P5A--91 +Frame Top Screen,11" h,48" w,painted std top cap,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 4-43	208.79	417.58
139	15.00 Each	FT114.1196G5A--91 @Frame Top Screen,11" h,96" w,painted ext std top cap to span 2 frames,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 4-43	357.88	5,368.20
140	28.00 Each	FT121.246 +90° Universal Con,2 way, 90° or 180°,for 46H frames & low Tag: WS 4-43	25.32	708.96
141	1.00 Each	FT121.257 +90° Universal Con,2 way, 90° or 180°,for 53"-high frames & higher Tag: WS 4-43	38.24	38.24
142	19.00 Each	FT121.346 +90° Universal Con,3 way,for 46H frames & low Tag: WS 4-43	29.46	559.74
143	12.00 Each	FT121.357 +90° Universal Con,3 way,for 53"-high frames & higher Tag: WS 4-43	43.41	520.92
144	3.00 Each	FT121.446 +90° Universal Con,4 way,for 46H frames & low Tag: WS 4-43	34.37	103.11
145	4.00 Each	FT121.457 +90° Universal Con,4 way,for 53"-high frames & higher Tag: WS 4-43	48.58	194.32
146	4.00 Each	FT123.111NP--91 +90° Con Cover,1 side covered,11" h,no base,painted OPTION: 91:+white (CP) Tag: WS 4-43	18.09	72.36



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147	17.00 Each	FT123.146BP--91 +90° Con Cover,1 side covered,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 4-43	19.12	325.04
148	8.00 Each	FT123.157BP--91 +90° Con Cover,1 side covered,57" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 4-43	21.45	171.60
149	6.00 Each	FT123.211NP--91 +90° Con Cover,2 sides covered,11" h,no base,painted OPTION: 91:+white (CP) Tag: WS 4-43	21.71	130.26
150	28.00 Each	FT123.246BP--91 +90° Con Cover,2 sides covered,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 4-43	24.29	680.12
151	15.00 Each	FT123.311NP--91 +90° Con Cover,3 sides covered,11" h,no base,painted OPTION: 91:+white (CP) Tag: WS 4-43	29.97	449.55
152	14.00 Each	FT126.1AP--91 +90° Con Top Cap,for 1 frame top cap,painted OPTION: 91:+white (CP) Tag: WS 4-43	13.44	188.16
153	19.00 Each	FT126.2AP--91 +90° Con Top Cap,for 2 frame top caps, 90°,painted OPTION: 91:+white (CP) Tag: WS 4-43	13.44	255.36
154	2.00 Each	FT126.2BP--91 +90° Con Top Cap,for 2 frame top caps, 180°,painted OPTION: 91:+white (CP) Tag: WS 4-43	13.44	26.88
155	12.00 Each	FT126.3AP--91 +90° Con Top Cap,for 3 frame top caps,painted OPTION: 91:+white (CP) Tag: WS 4-43	13.44	161.28
156	6.00 Each	FT126.4AP--91 +90° Con Top Cap,for 4 frame top caps,painted OPTION: 91:+white (CP) Tag: WS 4-43	13.44	80.64
157	4.00 Each	FT127.A +Off-Module 90° Con Kit,for equal-height frames (no off-module tile) Tag: WS 4-43	102.07	408.28
158	32.00 Each	FT128.46	11.11	355.52



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		+Frame-to-Frame Connection Hardware,46" h Tag: WS 4-43		
159	24.00 Each	FT128.57 +Frame-to-Frame Connection Hardware,57" h Tag: WS 4-43	13.95	334.80
160	3.00 Each	FT140.06--LZ +Pwr Entry, External Direct Connect,6' l OPTION: LZ:+PVC-free Tag: WS 4-43	75.97	227.91
161	6.00 Each	FT143.57E--LZ-91 +Ceiling Pwr Entry, Con,57" h,4-circuit pwr connects in base OPTION: LZ:+PVC-free OPTION: 91:+white (CP) Tag: WS 4-43	406.72	2,440.32
162	17.00 Each	FT150.24--LZ +Base Pwr Harness,24" w OPTION: LZ:+PVC-free Tag: WS 4-43	54.52	926.84
163	16.00 Each	FT150.30--LZ +Base Pwr Harness,30" w OPTION: LZ:+PVC-free Tag: WS 4-43	56.33	901.28
164	70.00 Each	FT150.48--LZ +Base Pwr Harness,48" w OPTION: LZ:+PVC-free Tag: WS 4-43	65.38	4,576.60
165	8.00 Each	FT151. +Pwr Harness Extender Tag: WS 4-43	13.95	111.60
166	7.00 Each	FT155.A--91 +Receptacle, 15 Amp (package of 6),duplex, circ a 6/Pkg OPTION: 91:+white (CP) Tag: WS 4-43	77.52	542.64
167	4.00 Each	FT155.B--91 +Receptacle, 15 Amp (package of 6),duplex, circ b 6/Pkg OPTION: 91:+white (CP) Tag: WS 4-43	77.52	310.08
168	1.00 Each	FT155.C--91 +Receptacle, 15 Amp (package of 6),duplex, circ c 6/Pkg OPTION: 91:+white (CP) Tag: WS 4-43	77.52	77.52
169	8.00 Each	FT155.DN--91 +Receptacle, 15 Amp (package of 6),duplex, circ d 6/Pkg OPTION: 91:+white (CP) Tag: WS 4-43	77.52	620.16
170	32.00 Each	FT160.46BP--91 +Fin End,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP)	25.58	818.56

Proposal

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1810 13th Street, Suite 100
Sacramento, CA 95811
Phone: 916-373-1800
Fax: 916-373-1899
www.mtaoffice.com

Quote/Order No	119490
Date	05/11/2026
Customer PO No	
Customer Account	RANCHO CORDOVA
Terms	NET 30
Sales Associate	Hortencia Ruivivar
Project Number	
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		Tag: WS 4-43		
171	29.00 Each	FT160.57BP--91 +Fin End,57" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 4-43	27.65	801.85
172	1.00 Each	FT162.30--91 +Retrofit Base Cover for Pwr Entry,30" w OPTION: 91:+white (CP) Tag: WS 4-43	19.90	19.90
173	2.00 Each	FT162.48--91 +Retrofit Base Cover for Pwr Entry,48" w OPTION: 91:+white (CP) Tag: WS 4-43	24.29	48.58
174	2.00 Each	FT170.1130T--91-4SC-01 +Low Tile,11" h,30" w,tackable fabric OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 4-43	33.59	67.18
175	4.00 Each	FT170.1148T--91-4SC-01 +Low Tile,11" h,48" w,tackable fabric OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 4-43	41.60	166.40
176	48.00 Each	FT170.3024R--91-4SC-01 +Low Tile,30" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 4-43	55.56	2,666.88
177	116.00 Each	FT170.3030R--91-4SC-01 +Low Tile,30" h,30" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 4-43	59.69	6,924.04
178	158.00 Each	FT170.3048R--91-4SC-01 +Low Tile,30" h,48" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 4-43	72.35	11,431.30
179	1.00 Each	FT174.30--91-91 +Low Open Tile,30" w OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 4-43	76.23	76.23
180	2.00 Each	FT174.48--91-91	96.90	193.80



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		+Low Open Tile,48" w OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 4-43		
181	4.00 Each	FT175.1148T--91-91 +Rail Tile,11" h,48" w,top OPTION: 91:@white (CP) OPTION: 91:+white (CP) Tag: WS 4-43	100.52	402.08
182	62.00 Each	FT181.1124R--91-4SC-01 +Upper Tile,11" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 4-43	32.04	1,986.48
183	176.00 Each	FT181.1130R--91-4SC-01 +Upper Tile,11" h,30" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 4-43	34.11	6,003.36
184	222.00 Each	FT181.1148R--91-4SC-01 +Upper Tile,11" h,48" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 4-43	41.86	9,292.92
185	24.00 Each	FT290.24L--91 +Surf Cantilever,for 20"- or 24"-deep surf,left-hand cantilever OPTION: 91:+white (CP) Tag: WS 4-43	14.47	347.28
186	24.00 Each	FT290.24R--91 +Surf Cantilever,for 20"- or 24"-deep surf,right-hand cantilever OPTION: 91:+white (CP) Tag: WS 4-43	14.47	347.28
187	16.00 Each	FT411.48--91-SM +F-Style Shf,48" w OPTION: 91:@white (CP) OPTION: SM:+on module Tag: WS 4-43	84.76	1,356.16
188	5.00 Each	FT415.72PDLL--125-91-LD +Stg Cabinet, Frame Top, Mounted, Open,72" w,painted std top cap,double-sided,opening lf,thermally-fused lam OPTION: 125:+natural maple (CP) OPTION: 91:+white (CP) OPTION: LD:+stacking on 35", 46", 57" base frame Tag: WS 4-43	642.64	3,213.20
189	12.00 Each	FT415.72PSSL--125-91-LD +Stg Cabinet, Frame Top, Mounted, Open,72" w,painted std top cap,single-sided,opening lf & rt,thermally-fused lam	592.77	7,113.24

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		OPTION: 125:+natural maple (CP) OPTION: 91:+white (CP) OPTION: LD:+stacking on 35", 46", 57" base frame Tag: WS 4-43		
190	22.00 Each	FT492.72 @Markerboard, Stg Cabinet, Frame Top Mtd,34 3/4" for 72" -wide cbt Tag: WS 4-43	64.86	1,426.92
191	22.00 Each	FTS10.2472LF--91-91 +Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/ thermoplastic edge,Canvas frame att surf OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 4-43	213.70	4,701.40
192	2.00 Each	FTS10.2496LF--91-91 +Rect Surf,sq-edge,24" d,96" w,high-pressure lam top/ thermoplastic edge,Canvas frame att surf OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 4-43	255.56	511.12
193	8.00 Each	Y7216.10--91 +Paper Tray,10" w OPTION: 91:+white (CP) Tag: WS 4-43	21.74	173.92
194	18.00 Each	DU6ACS.3060LE--NNP-SUD-91-91-91-PSC-NNN-57 @Renew Rectangle Table w/ C-Foot,sq-edge,30" d (29" surf size), 60" w (58" surf size),high-pressure lam top/thermoplastic edge,electric std range OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 91:@white (CP) OPTION: 91:@white (CP) OPTION: 91:@white leg with white foot (CP) OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Tag: WS 4-43	1,290.40	23,227.20
195	22.00 Each	DU6ACS.3072LE--NNP-SUD-91-91-91-PSC-NNN-57 @Renew Rectangle Table w/ C-Foot,sq-edge,30" d (29" surf size), 72" w (70" surf size),high-pressure lam top/thermoplastic edge,electric std range OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 91:@white (CP) OPTION: 91:@white (CP) OPTION: 91:@white leg with white foot (CP) OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Tag: WS 4-43	1,341.11	29,504.42
196	22.00 Each	LW100.20BBF--SB-XS-91-KA-2F-3M +W-Pull Freestd Pedestal,20" d,BBF	279.24	6,143.28

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		OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 3M:+drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer Tag: WS 4-43		
197	22.00 Each	LW100.20FF--SB-XS-91-KA-2F-1M +W-Pull Freestd Pedestal,20" d,FF OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 1M:+2 file converters in each file drawer Tag: WS 4-43	242.63	5,337.86
198	3.00 Each	LW200.303--XS-91-KC-CB-1R +W-Pull Freestd Lateral File,30" w,3 drw OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KC:+keyed differently, chrome OPTION: CB:+counterweight (recommended) OPTION: 1R:+front-to-back filing rail Tag: WS 4-43	596.59	1,789.77
199	3.00 Each	LW400.3038--XS-91-KC +W-Pull Stg Case,30" w,38" h OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KC:+keyed differently, chrome Tag: WS 4-43	599.27	1,797.81
200	40.00 Each	405--~-B-67C-SS-51A-20S-~-18BB-16HP-~-LS1-2G-9FA-GR-4-GR 4 Genie chair with a medium B seat OPTION: ~:Not selected OPTION: B:Black frame OPTION: 67C:Quick adjust advanced synchro OPTION: SS:Seat depth adjustment OPTION: 51A:Black adjustable arm with up to 8 adjustments OPTION: 20S:Fixed black armrest OPTION: ~:Not selected OPTION: 18BB:Black low-profile 5-star base OPTION: 16HP:Black carpet casters OPTION: ~:Not selected OPTION: LS1:Black vertically adjustable lumbar support OPTION: 2G:Silver high-performance mesh OPTION: 9FA:Ships 95% assembled OPTION: GR-4:Grade 4 OPTION: GR 4:Endurance Noir Tag: WS 4-43	824.56	32,982.40
201	5.00 Each	FT110.4630N--91 +Frame,46" h,30" w,base covers, no knockouts OPTION: 91:+white (CP)	83.20	416.00

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		Tag: WS 44-48		
202	8.00 Each	FT110.4648J--91 +Frame,46" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 44-48	105.17	841.36
203	2.00 Each	FT110.5748J--91 +Frame,57" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 44-48	109.82	219.64
204	2.00 Each	FT110.5748N--91 +Frame,57" h,48" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 44-48	105.17	210.34
205	5.00 Each	FT110.6824J--91 +Frame,68" h,24" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 44-48	94.06	470.30
206	5.00 Each	FT110.6848J--91 +Frame,68" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 44-48	115.76	578.80
207	5.00 Each	FT112.24AP--91 +Frame Top Cap,24" w,std,painted OPTION: 91:+white (CP) Tag: WS 44-48	12.92	64.60
208	9.00 Each	FT112.48AP--91 +Frame Top Cap,48" w,std,painted OPTION: 91:+white (CP) Tag: WS 44-48	18.35	165.15
209	5.00 Each	FT114.1130P5A--91 +Frame Top Screen,11" h,30" w,painted std top cap,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 44-48	152.97	764.85
210	4.00 Each	FT114.1196G5A--91 @Frame Top Screen,11" h,96" w,painted ext std top cap to span 2 frames,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 44-48	357.88	1,431.52
211	5.00 Each	FT121.246 +90° Universal Con,2 way, 90° or 180°,for 46H frames & low Tag: WS 44-48	25.32	126.60
212	2.00 Each	FT121.257 +90° Universal Con,2 way, 90° or 180°,for 53"-high frames & higher Tag: WS 44-48	38.24	76.48
213	4.00 Each	FT121.357 +90° Universal Con,3 way,for 53"-high frames & higher	43.41	173.64

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		Tag: WS 44-48		
214	4.00 Each	FT123.122NP--91 +90° Con Cover,1 side covered,22" h,no base,painted OPTION: 91:+white (CP) Tag: WS 44-48	21.71	86.84
215	4.00 Each	FT123.168BP--91 +90° Con Cover,1 side covered,68" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 44-48	23.26	93.04
216	5.00 Each	FT123.246BP--91 +90° Con Cover,2 sides covered,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 44-48	24.29	121.45
217	2.00 Each	FT123.257BP--91 +90° Con Cover,2 sides covered,57" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 44-48	26.62	53.24
218	3.00 Each	FT123.311NP--91 +90° Con Cover,3 sides covered,11" h,no base,painted OPTION: 91:+white (CP) Tag: WS 44-48	29.97	89.91
219	3.00 Each	FT126.1AP--91 +90° Con Top Cap,for 1 frame top cap,painted OPTION: 91:+white (CP) Tag: WS 44-48	13.44	40.32
220	4.00 Each	FT126.2AP--91 +90° Con Top Cap,for 2 frame top caps, 90°,painted OPTION: 91:+white (CP) Tag: WS 44-48	13.44	53.76
221	4.00 Each	FT126.2BP--91 +90° Con Top Cap,for 2 frame top caps, 180°,painted OPTION: 91:+white (CP) Tag: WS 44-48	13.44	53.76
222	4.00 Each	FT128.46 +Frame-to-Frame Connection Hardware,46" h Tag: WS 44-48	11.11	44.44
223	2.00 Each	FT128.57 +Frame-to-Frame Connection Hardware,57" h Tag: WS 44-48	13.95	27.90
224	5.00 Each	FT128.68 +Frame-to-Frame Connection Hardware,68" h Tag: WS 44-48	14.21	71.05
225	1.00 Each	FT140.06--LZ +Pwr Entry, External Direct Connect,6' l OPTION: LZ:+PVC-free	75.97	75.97

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		Tag: WS 44-48		
226	5.00 Each	FT150.24--LZ +Base Pwr Harness,24" w OPTION: LZ:+PVC-free Tag: WS 44-48	54.52	272.60
227	15.00 Each	FT150.48--LZ +Base Pwr Harness,48" w OPTION: LZ:+PVC-free Tag: WS 44-48	65.38	980.70
228	1.00 Each	FT155.A--91 +Receptacle, 15 Amp (package of 6),duplex, circ a 6/Pkg OPTION: 91:+white (CP) Tag: WS 44-48	77.52	77.52
229	1.00 Each	FT155.B--91 +Receptacle, 15 Amp (package of 6),duplex, circ b 6/Pkg OPTION: 91:+white (CP) Tag: WS 44-48	77.52	77.52
230	2.00 Each	FT155.DN--91 +Receptacle, 15 Amp (package of 6),duplex, circ d 6/Pkg OPTION: 91:+white (CP) Tag: WS 44-48	77.52	155.04
231	5.00 Each	FT160.46BP--91 +Fin End,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 44-48	25.58	127.90
232	1.00 Each	FT160.57BP--91 +Fin End,57" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 44-48	27.65	27.65
233	1.00 Each	FT162.24--91 +Retrofit Base Cover for Pwr Entry,24" w OPTION: 91:+white (CP) Tag: WS 44-48	17.57	17.57
234	2.00 Each	FT170.1124T--91-4SC-01 +Low Tile,11" h,24" w,tackable fabric OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 44-48	30.75	61.50
235	8.00 Each	FT170.3024R--91-4SC-01 +Low Tile,30" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 44-48	55.56	444.48
236	10.00 Each	FT170.3030R--91-4SC-01 +Low Tile,30" h,30" w,tackable fabric, horiz OPTION: 91:+white (CP)	59.69	596.90

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		OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 44-48		
237	34.00 Each	FT170.3048R--91-4SC-01 +Low Tile,30" h,48" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 44-48	72.35	2,459.90
238	1.00 Each	FT174.24--91-91 +Low Open Tile,24" w OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 44-48	70.28	70.28
239	10.00 Each	FT181.1124R--91-4SC-01 +Upper Tile,11" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 44-48	32.04	320.40
240	10.00 Each	FT181.1130R--91-4SC-01 +Upper Tile,11" h,30" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 44-48	34.11	341.10
241	42.00 Each	FT181.1148R--91-4SC-01 +Upper Tile,11" h,48" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 44-48	41.86	1,758.12
242	10.00 Each	FT181.2224R--91-4SC-01 +Upper Tile,22" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 44-48	42.38	423.80
243	10.00 Each	FT181.2248R--91-4SC-01 OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 44-48	57.62	576.20
244	5.00 Each	FT290.24L--91 +Surf Cantilever,for 20"- or 24"-deep surf,left-hand cantilever OPTION: 91:+white (CP) Tag: WS 44-48	14.47	72.35
245	5.00 Each	FT290.24R--91 +Surf Cantilever,for 20"- or 24"-deep surf,right-hand cantilever OPTION: 91:+white (CP)	14.47	72.35

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		Tag: WS 44-48		
246	5.00 Each	FTS10.2472LF--91-91 +Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/ thermoplastic edge,Canvas frame att surf OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 44-48	213.70	1,068.50
247	5.00 Each	FV43C.F81524LWT--125 @OH Stg Cabinet, Open,Canvas frame connection,15" h,24" w,thermally-fused lam w/ thermo edge,fin case top OPTION: 125:@natural maple (CP) Tag: WS 44-48	295.87	1,479.35
248	5.00 Each	FV43C.F81548LWT--125 @OH Stg Cabinet, Open,Canvas frame connection,15" h,48" w,thermally-fused lam w/ thermo edge,fin case top OPTION: 125:@natural maple (CP) Tag: WS 44-48	356.08	1,780.40
249	5.00 Each	DU6ACS.3072LE--NNP-SUD-91-91-91-PSC-NNN-57 @Renew Rectangle Table w/ C-Foot,sq-edge,30" d (29" surf size), 72" w (70" surf size),high-pressure lam top/thermoplastic edge,electric std range OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 91:@white (CP) OPTION: 91:@white (CP) OPTION: 91:@white leg with white foot (CP) OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Tag: WS 44-48	1,341.11	6,705.55
250	5.00 Each	LW100.20BBF--SB-XS-91-KA-2F-3M +W-Pull Freestd Pedestal,20" d,BBF OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 3M:+drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer Tag: WS 44-48	279.24	1,396.20
251	5.00 Each	LW100.20FF--SB-XS-91-KA-2F-1M +W-Pull Freestd Pedestal,20" d,FF OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 1M:+2 file converters in each file drawer Tag: WS 44-48	242.63	1,213.15
252	5.00 Each	405--~-B-67C-SS-51A-20S-~-18BB-16HP-~-LS1-2G-9FA-GR-4-GR 4 Genie chair with a medium B seat	824.56	4,122.80



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		OPTION: ~:Not selected OPTION: B:Black frame OPTION: 67C:Quick adjust advanced synchro OPTION: SS:Seat depth adjustment OPTION: 51A:Black adjustable arm with up to 8 adjustments OPTION: 20S:Fixed black armrest OPTION: ~:Not selected OPTION: 18BB:Black low-profile 5-star base OPTION: 16HP:Black carpet casters OPTION: ~:Not selected OPTION: LS1:Black vertically adjustable lumbar support OPTION: 2G:Silver high-performance mesh OPTION: 9FA:Ships 95% assembled OPTION: GR-4:Grade 4 OPTION: GR 4:Endurance Noir Tag: WS 44-48		
253	4.00 Each	FT110.4624J--91 +Frame,46" h,24" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 49-52	83.46	333.84
254	4.00 Each	FT110.4630N--91 +Frame,46" h,30" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 49-52	83.20	332.80
255	8.00 Each	FT110.4648J--91 +Frame,46" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 49-52	105.17	841.36
256	6.00 Each	FT110.5748J--91 +Frame,57" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 49-52	109.82	658.92
257	2.00 Each	FT110.5748N--91 +Frame,57" h,48" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 49-52	105.17	210.34
258	8.00 Each	FT112.48AP--91 +Frame Top Cap,48" w,std,painted OPTION: 91:+white (CP) Tag: WS 49-52	18.35	146.80
259	4.00 Each	FT114.1130P5A--91 +Frame Top Screen,11" h,30" w,painted std top cap,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 49-52	152.97	611.88
260	2.00 Each	FT114.1196G5A--91 @Frame Top Screen,11" h,96" w,painted ext std top cap to span 2 frames,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 49-52	357.88	715.76
261	8.00		25.32	202.56



Proposal

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	Each	FT121.246 +90° Universal Con,2 way, 90° or 180°,for 46H frames & low Tag: WS 49-52		
262	2.00 Each	FT121.346 +90° Universal Con,3 way,for 46H frames & low Tag: WS 49-52	29.46	58.92
263	2.00 Each	FT123.146BP--91 +90° Con Cover,1 side covered,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 49-52	19.12	38.24
264	8.00 Each	FT123.246BP--91 +90° Con Cover,2 sides covered,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 49-52	24.29	194.32
265	6.00 Each	FT123.311NP--91 +90° Con Cover,3 sides covered,11" h,no base,painted OPTION: 91:+white (CP) Tag: WS 49-52	29.97	179.82
266	6.00 Each	FT126.1AP--91 +90° Con Top Cap,for 1 frame top cap,painted OPTION: 91:+white (CP) Tag: WS 49-52	13.44	80.64
267	2.00 Each	FT126.2AP--91 +90° Con Top Cap,for 2 frame top caps, 90°,painted OPTION: 91:+white (CP) Tag: WS 49-52	13.44	26.88
268	2.00 Each	FT126.3AP--91 +90° Con Top Cap,for 3 frame top caps,painted OPTION: 91:+white (CP) Tag: WS 49-52	13.44	26.88
269	6.00 Each	FT128.46 +Frame-to-Frame Connection Hardware,46" h Tag: WS 49-52	11.11	66.66
270	4.00 Each	FT128.57 +Frame-to-Frame Connection Hardware,57" h Tag: WS 49-52	13.95	55.80
271	2.00 Each	FT140.06--LZ +Pwr Entry, External Direct Connect,6' l OPTION: LZ:+PVC-free Tag: WS 49-52	75.97	151.94
272	4.00 Each	FT150.24--LZ +Base Pwr Harness,24" w OPTION: LZ:+PVC-free Tag: WS 49-52	54.52	218.08
273	14.00 Each	FT150.48--LZ +Base Pwr Harness,48" w	65.38	915.32



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		OPTION: LZ:+PVC-free Tag: WS 49-52		
274	1.00 Each	FT155.A--91 +Receptacle, 15 Amp (package of 6),duplex, circ a 6/Pkg OPTION: 91:+white (CP) Tag: WS 49-52	77.52	77.52
275	1.00 Each	FT155.B--91 +Receptacle, 15 Amp (package of 6),duplex, circ b 6/Pkg OPTION: 91:+white (CP) Tag: WS 49-52	77.52	77.52
276	1.00 Each	FT155.C--91 +Receptacle, 15 Amp (package of 6),duplex, circ c 6/Pkg OPTION: 91:+white (CP) Tag: WS 49-52	77.52	77.52
277	1.00 Each	FT155.DN--91 +Receptacle, 15 Amp (package of 6),duplex, circ d 6/Pkg OPTION: 91:+white (CP) Tag: WS 49-52	77.52	77.52
278	4.00 Each	FT160.46BP--91 +Fin End,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 49-52	25.58	102.32
279	2.00 Each	FT160.57BP--91 +Fin End,57" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 49-52	27.65	55.30
280	2.00 Each	FT162.48--91 +Retrofit Base Cover for Pwr Entry,48" w OPTION: 91:+white (CP) Tag: WS 49-52	24.29	48.58
281	4.00 Each	FT170.1148T--91-4SC-01 +Low Tile,11" h,48" w,tackable fabric OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 49-52	41.60	166.40
282	8.00 Each	FT170.3024R--91-4SC-01 +Low Tile,30" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 49-52	55.56	444.48
283	8.00 Each	FT170.3030R--91-4SC-01 +Low Tile,30" h,30" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 49-52	59.69	477.52
284	28.00		72.35	2,025.80



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	Each	FT170.3048R--91-4SC-01 +Low Tile,30" h,48" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 49-52		
285	2.00 Each	FT174.48--91-91 +Low Open Tile,48" w OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 49-52	96.90	193.80
286	8.00 Each	FT181.1124R--91-4SC-01 +Upper Tile,11" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 49-52	32.04	256.32
287	8.00 Each	FT181.1130R--91-4SC-01 +Upper Tile,11" h,30" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 49-52	34.11	272.88
288	48.00 Each	FT181.1148R--91-4SC-01 +Upper Tile,11" h,48" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 49-52	41.86	2,009.28
289	4.00 Each	FT290.24L--91 +Surf Cantilever,for 20"- or 24"-deep surf,left-hand cantilever OPTION: 91:+white (CP) Tag: WS 49-52	14.47	57.88
290	4.00 Each	FT290.24R--91 +Surf Cantilever,for 20"- or 24"-deep surf,right-hand cantilever OPTION: 91:+white (CP) Tag: WS 49-52	14.47	57.88
291	4.00 Each	FT415.72PSSL--125-91-LD +Stg Cabinet, Frame Top, Mounted, Open,72" w,painted std top cap,single-sided,opening lf & rt,thermally-fused lam OPTION: 125:+natural maple (CP) OPTION: 91:+white (CP) OPTION: LD:+stacking on 35", 46", 57" base frame Tag: WS 49-52	592.77	2,371.08
292	4.00 Each	FT492.72 @Markerboard, Stg Cabinet, Frame Top Mtd,34 3/4" for 72" -wide cbt Tag: WS 49-52	64.86	259.44
293	4.00 Each	FTS10.2472LF--91-91 +Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/	213.70	854.80



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		thermoplastic edge,Canvas frame att surf OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 49-52		
294	4.00 Each	DU6ACS.3072LE--NNP-SUD-91-91-91-PSC-NNN-57 @Renew Rectangle Table w/ C-Foot,sq-edge,30" d (29" surf size), 72" w (70" surf size),high-pressure lam top/thermoplastic edge,electric std range OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 91:@white (CP) OPTION: 91:@white (CP) OPTION: 91:@white leg with white foot (CP) OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Tag: WS 49-52	1,341.11	5,364.44
295	4.00 Each	LW100.20BBF--SB-XS-91-KA-2F-3M +W-Pull Freestd Pedestal,20" d,BBF OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 3M:+drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer Tag: WS 49-52	279.24	1,116.96
296	4.00 Each	LW100.20FF--SB-XS-91-KA-2F-1M +W-Pull Freestd Pedestal,20" d,FF OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 1M:+2 file converters in each file drawer Tag: WS 49-52	242.63	970.52
297	4.00 Each	405--~-B-67C-SS-51A-20S-~-18BB-16HP-~-LS1-2G-9FA-GR-4-GR 4 Genie chair with a medium B seat OPTION: ~:Not selected OPTION: B:Black frame OPTION: 67C:Quick adjust advanced synchro OPTION: SS:Seat depth adjustment OPTION: 51A:Black adjustable arm with up to 8 adjustments OPTION: 20S:Fixed black armrest OPTION: ~:Not selected OPTION: 18BB:Black low-profile 5-star base OPTION: 16HP:Black carpet casters OPTION: ~:Not selected OPTION: LS1:Black vertically adjustable lumbar support OPTION: 2G:Silver high-performance mesh OPTION: 9FA:Ships 95% assembled OPTION: GR-4:Grade 4 OPTION: GR 4:Endurance Noir	824.56	3,298.24

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		Tag: WS 49-52		
298	13.00 Each	FT110.4624J--91 +Frame,46" h,24" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 53-69	83.46	1,084.98
299	17.00 Each	FT110.4630N--91 +Frame,46" h,30" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 53-69	83.20	1,414.40
300	37.00 Each	FT110.4648J--91 +Frame,46" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 53-69	105.17	3,891.29
301	3.00 Each	FT110.5724N--91 +Frame,57" h,24" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 53-69	84.50	253.50
302	13.00 Each	FT110.5748J--91 +Frame,57" h,48" w,base covers, power/data knockouts OPTION: 91:+white (CP) Tag: WS 53-69	109.82	1,427.66
303	7.00 Each	FT110.5748N--91 +Frame,57" h,48" w,base covers, no knockouts OPTION: 91:+white (CP) Tag: WS 53-69	105.17	736.19
304	3.00 Each	FT112.24AP--91 +Frame Top Cap,24" w,std,painted OPTION: 91:+white (CP) Tag: WS 53-69	12.92	38.76
305	20.00 Each	FT112.48AP--91 +Frame Top Cap,48" w,std,painted OPTION: 91:+white (CP) Tag: WS 53-69	18.35	367.00
306	17.00 Each	FT114.1130P5A--91 +Frame Top Screen,11" h,30" w,painted std top cap,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 53-69	152.97	2,600.49
307	12.00 Each	FT114.1196G5A--91 @Frame Top Screen,11" h,96" w,painted ext std top cap to span 2 frames,opal etched - 1/4" thick OPTION: 91:+white (CP) Tag: WS 53-69	357.88	4,294.56
308	20.00 Each	FT121.246 +90° Universal Con,2 way, 90° or 180°,for 46H frames & low Tag: WS 53-69	25.32	506.40
309	6.00 Each	FT121.346 +90° Universal Con,3 way,for 46H frames & low	29.46	176.76

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		Tag: WS 53-69		
310	5.00 Each	FT121.357 +90° Universal Con,3 way,for 53"-high frames & higher Tag: WS 53-69	43.41	217.05
311	3.00 Each	FT121.446 +90° Universal Con,4 way,for 46H frames & low Tag: WS 53-69	34.37	103.11
312	2.00 Each	FT123.111NP--91 +90° Con Cover,1 side covered,11" h,no base,painted OPTION: 91:+white (CP) Tag: WS 53-69	18.09	36.18
313	9.00 Each	FT123.146BP--91 +90° Con Cover,1 side covered,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 53-69	19.12	172.08
314	2.00 Each	FT123.157BP--91 +90° Con Cover,1 side covered,57" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 53-69	21.45	42.90
315	3.00 Each	FT123.211NP--91 +90° Con Cover,2 sides covered,11" h,no base,painted OPTION: 91:+white (CP) Tag: WS 53-69	21.71	65.13
316	20.00 Each	FT123.246BP--91 +90° Con Cover,2 sides covered,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 53-69	24.29	485.80
317	8.00 Each	FT123.311NP--91 +90° Con Cover,3 sides covered,11" h,no base,painted OPTION: 91:+white (CP) Tag: WS 53-69	29.97	239.76
318	8.00 Each	FT126.1AP--91 +90° Con Top Cap,for 1 frame top cap,painted OPTION: 91:+white (CP) Tag: WS 53-69	13.44	107.52
319	15.00 Each	FT126.2AP--91 +90° Con Top Cap,for 2 frame top caps, 90°,painted OPTION: 91:+white (CP) Tag: WS 53-69	13.44	201.60
320	2.00 Each	FT126.2BP--91 +90° Con Top Cap,for 2 frame top caps, 180°,painted OPTION: 91:+white (CP) Tag: WS 53-69	13.44	26.88
321	6.00 Each	FT126.3AP--91 +90° Con Top Cap,for 3 frame top caps,painted	13.44	80.64



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		OPTION: 91:+white (CP) Tag: WS 53-69		
322	3.00 Each	FT126.4AP--91 +90° Con Top Cap,for 4 frame top caps,painted OPTION: 91:+white (CP) Tag: WS 53-69	13.44	40.32
323	25.00 Each	FT128.46 +Frame-to-Frame Connection Hardware,46" h Tag: WS 53-69	11.11	277.75
324	10.00 Each	FT128.57 +Frame-to-Frame Connection Hardware,57" h Tag: WS 53-69	13.95	139.50
325	4.00 Each	FT140.06--LZ +Pwr Entry, External Direct Connect,6' l OPTION: LZ:+PVC-free Tag: WS 53-69	75.97	303.88
326	13.00 Each	FT150.24--LZ +Base Pwr Harness,24" w OPTION: LZ:+PVC-free Tag: WS 53-69	54.52	708.76
327	50.00 Each	FT150.48--LZ +Base Pwr Harness,48" w OPTION: LZ:+PVC-free Tag: WS 53-69	65.38	3,269.00
328	3.00 Each	FT155.A--91 +Receptacle, 15 Amp (package of 6),duplex, circ a 6/Pkg OPTION: 91:+white (CP) Tag: WS 53-69	77.52	232.56
329	2.00 Each	FT155.B--91 +Receptacle, 15 Amp (package of 6),duplex, circ b 6/Pkg OPTION: 91:+white (CP) Tag: WS 53-69	77.52	155.04
330	1.00 Each	FT155.C--91 +Receptacle, 15 Amp (package of 6),duplex, circ c 6/Pkg OPTION: 91:+white (CP) Tag: WS 53-69	77.52	77.52
331	4.00 Each	FT155.DN--91 +Receptacle, 15 Amp (package of 6),duplex, circ d 6/Pkg OPTION: 91:+white (CP) Tag: WS 53-69	77.52	310.08
332	17.00 Each	FT160.46BP--91 +Fin End,46" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 53-69	25.58	434.86
333	8.00 Each	FT160.57BP--91 +Fin End,57" h,base cover/to-the-floor tile,painted OPTION: 91:+white (CP) Tag: WS 53-69	27.65	221.20



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334	1.00 Each	FT162.24--91 +Retrofit Base Cover for Pwr Entry,24" w OPTION: 91:+white (CP) Tag: WS 53-69	17.57	17.57
335	3.00 Each	FT162.48--91 +Retrofit Base Cover for Pwr Entry,48" w OPTION: 91:+white (CP) Tag: WS 53-69	24.29	72.87
336	2.00 Each	FT170.1124T--91-4SC-01 +Low Tile,11" h,24" w,tackable fabric OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 53-69	30.75	61.50
337	6.00 Each	FT170.1148T--91-4SC-01 +Low Tile,11" h,48" w,tackable fabric OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 53-69	41.60	249.60
338	30.00 Each	FT170.3024R--91-4SC-01 +Low Tile,30" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 53-69	55.56	1,666.80
339	34.00 Each	FT170.3030R--91-4SC-01 +Low Tile,30" h,30" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 53-69	59.69	2,029.46
340	108.00 Each	FT170.3048R--91-4SC-01 +Low Tile,30" h,48" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 53-69	72.35	7,813.80
341	1.00 Each	FT174.24--91-91 +Low Open Tile,24" w OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 53-69	70.28	70.28
342	3.00 Each	FT174.48--91-91 +Low Open Tile,48" w OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 53-69	96.90	290.70
343	6.00 Each	FT175.1148T--91-91 +Rail Tile,11" h,48" w,top	100.52	603.12



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		OPTION: 91:@white (CP) OPTION: 91:+white (CP) Tag: WS 53-69		
344	38.00 Each	FT181.1124R--91-4SC-01 +Upper Tile,11" h,24" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 53-69	32.04	1,217.52
345	34.00 Each	FT181.1130R--91-4SC-01 +Upper Tile,11" h,30" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 53-69	34.11	1,159.74
346	148.00 Each	FT181.1148R--91-4SC-01 +Upper Tile,11" h,48" w,tackable fabric, horiz OPTION: 91:+white (CP) OPTION: 4SC:@scatter-Pr Cat 1 OPTION: 01:+scatter alpine Tag: WS 53-69	41.86	6,195.28
347	20.00 Each	FT290.24L--91 +Surf Cantilever,for 20"- or 24"-deep surf,left-hand cantilever OPTION: 91:+white (CP) Tag: WS 53-69	14.47	289.40
348	20.00 Each	FT290.24R--91 +Surf Cantilever,for 20"- or 24"-deep surf,right-hand cantilever OPTION: 91:+white (CP) Tag: WS 53-69	14.47	289.40
349	4.00 Each	FT415.72PDLL--125-91-LD +Stg Cabinet, Frame Top, Mounted, Open,72" w,painted std top cap,double-sided,opening lf,thermally-fused lam OPTION: 125:+natural maple (CP) OPTION: 91:+white (CP) OPTION: LD:+stacking on 35", 46", 57" base frame Tag: WS 53-69	642.64	2,570.56
350	9.00 Each	FT415.72PSSL--125-91-LD +Stg Cabinet, Frame Top, Mounted, Open,72" w,painted std top cap,single-sided,opening lf & rt,thermally-fused lam OPTION: 125:+natural maple (CP) OPTION: 91:+white (CP) OPTION: LD:+stacking on 35", 46", 57" base frame Tag: WS 53-69	592.77	5,334.93
351	17.00 Each	FT492.72 @Markerboard, Stg Cabinet, Frame Top Mtd,34 3/4" for 72" -wide cbt Tag: WS 53-69	64.86	1,102.62
352	17.00 Each	FTS10.2472LF--91-91 +Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/ thermoplastic edge,Canvas frame att surf	213.70	3,632.90



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		OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 53-69		
353	3.00 Each	FTS10.2496LF--91-91 +Rect Surf,sq-edge,24" d,96" w,high-pressure lam top/ thermoplastic edge,Canvas frame att surf OPTION: 91:+white (CP) OPTION: 91:+white (CP) Tag: WS 53-69	255.56	766.68
354	12.00 Each	Y7216.10--91 +Paper Tray,10" w OPTION: 91:+white (CP) Tag: WS 53-69	21.74	260.88
355	17.00 Each	DU6ACS.3072LE--NNP-SUD-91-91-91-PSC-NNN-57 @Renew Rectangle Table w/ C-Foot,sq-edge,30" d (29" surf size), 72" w (70" surf size),high-pressure lam top/thermoplastic edge,electric std range OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 91:@white (CP) OPTION: 91:@white (CP) OPTION: 91:@white leg with white foot (CP) OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Tag: WS 53-69	1,341.11	22,798.87
356	17.00 Each	LW100.20BBF--SB-XS-91-KA-2F-3M +W-Pull Freestd Pedestal,20" d,BBF OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 3M:+drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer Tag: WS 53-69	279.24	4,747.08
357	17.00 Each	LW100.20FF--SB-XS-91-KA-2F-1M +W-Pull Freestd Pedestal,20" d,FF OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 1M:+2 file converters in each file drawer Tag: WS 53-69	242.63	4,124.71
358	6.00 Each	LW200.303--XS-91-KC-CB-1R +W-Pull Freestd Lateral File,30" w,3 drw OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KC:+keyed differently, chrome OPTION: CB:+counterweight (recommended) OPTION: 1R:+front-to-back filing rail Tag: WS 53-69	596.59	3,579.54

Proposal

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Customer Account	RANCHO CORDOVA
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359	3.00 Each	LW400.3038--XS-91-KC +W-Pull Stg Case,30" w,38" h OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KC:+keyed differently, chrome Tag: WS 53-69	599.27	1,797.81
360	17.00 Each	405--~-B-67C-SS-51A-20S-~-18BB-16HP-~-LS1-2G-9FA-GR-4-GR 4 Genie chair with a medium B seat OPTION: ~:Not selected OPTION: B:Black frame OPTION: 67C:Quick adjust advanced synchro OPTION: SS:Seat depth adjustment OPTION: 51A:Black adjustable arm with up to 8 adjustments OPTION: 20S:Fixed black armrest OPTION: ~:Not selected OPTION: 18BB:Black low-profile 5-star base OPTION: 16HP:Black carpet casters OPTION: ~:Not selected OPTION: LS1:Black vertically adjustable lumbar support OPTION: 2G:Silver high-performance mesh OPTION: 9FA:Ships 95% assembled OPTION: GR-4:Grade 4 OPTION: GR 4:Endurance Noir Tag: WS 53-69	824.56	14,017.52
430	1.00 Each	TARIFF VIA Tariff Fee	1,335.79	1,335.79
431	1.00 Each	Surcharge JSI Surcharge	1,660.32	1,660.32
432	1.00 Each	Freight Freight Charges - Appenx (Signage)	185.00	185.00
433	1.00 Each	DESIGN Design Fee	6,200.00	6,200.00
434	1.00 Each	PM Fees Project Management Fees	10,902.00	10,902.00
435	1.00 Each	RDI Receive, deliver, and install furniture. Labor to be performed during normal business hours. Prevailing wage rates applied. Furniture consists of the following: (69) Workstations (12) Private Offices (1) Reception Area (3) Meeting Rooms (5) Conference Rooms	83,870.00	83,870.00

TOTAL:	**$659,683.56**
8.7500%-RANCHO CORDOVA-95670-6291-SACRAMENTO SALES TAX	57,722.38
GRAND TOTAL:	717,405.94

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PRODUCT IS MANUFACTURED ESPECIALLY FOR YOUR ORDER AND CANNOT BE RETURNED, CANCELLED, OR CHANGED, ONCE ORDER IS SUBMITTED TO MANUFACTURERS. PLEASE REVIEW QUOTE CAREFULLY. IF YOU DO NOT UNDERSTAND SOMETHING OR HAVE ANY QUESTIONS, LET US KNOW IMMEDIATELY.

Click the link: https://www.mtaoffice.com/get/client-payment-portal to make a card payment.
Please note that a 3% processing fee will apply to all card payments.

Please note that the implementation of tariffs or changes in trade policies by the United States or other relevant governments may result in unforeseen cost increases. As such, we reserve the right to apply a surcharge or adjust pricing to reflect these additional costs. This ensures we can continue to provide high-quality products and services while adapting to external economic conditions. **Excluding any such tariff-related adjustments, our quoted pricing will be honored for 30 days from the date of this quote.**

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The following terms and conditions of contract are hereby incorporated in, and made a part of, the contract between Miles Treaster & Associates, a California corporation ("MTA"), and the above-designated purchaser ("PURCHASER"):

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

1. Prices listed may not include sales tax or other applicable taxes. Taxes will be included on the invoice in accordance with California law.
2. Prices of merchandise include charges for shipping, freight, trucking, insurance in transit, or delivery. Titles to and risk of loss of merchandises shall pass to PURCHASER or its designee at the earlier of a) the time and place of delivery, or b) when the merchandise is available for delivery but, at PURCHASER'S request, is being temporarily stored at MTA's or the merchandise manufacturers' warehouse. Applicable charges will be billed to PURCHASER as separate costs. Prices of merchandise do not include installation or delivery charges. This contract in no way obligates PURCHASER to purchase any shipping, delivery or installation services from MTA.
3. Orders for merchandise are non-cancelable, and all merchandise is non-returnable except as provided in Section 6.
4. Quoted delivery dates are estimates only and depend upon MTA's ability to obtain the merchandise or to procure the necessary labor. They are also contingent upon strikes, accidents and other causes beyond MTA's control.
5. Designs, samples, drawings, and specifications shall remain the property of MTA, whether or not MTA completes the work for which they are made.
6. MTA warrants that all merchandise is as described in this contract and will be free from defects for a period of six (6) months from the date of delivery, unless otherwise stated under manufacturer's warranty. In the event that any merchandise proves to be defective within the warranty period, MTA will repair or, at MTA's option, replace the defective merchandise, which in MTA's opinion, has not been damaged by accident, misuse, or neglect. In the event that any merchandise proves defective, PURCHASER'S sole remedy shall be the repair or replacement provided for in this warranty. UNDER NO CIRCUMSTANCES SHALL MTA BE LIABLE TO ANY PERSON FOR LOSS OR DAMAGE DIRECT, INCIDENTAL, OR CONSEQUENTIAL, ARISING FROM THE USE OF OR INABLITY TO USE THE MERCHANDISE. MTA DISCLAIMS ALL EXPRESS WARRANTIES IN CONNECTION WITH MERCHANDISE PROVIDED UNDER THIS CONTRACT EXCEPT AS STATED ABOVE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT. MTA DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE MERCHANDISE OR OF FITNESS FOR ANY PURPOSE, AND PURCHASER AGREES THAT THE MERCHANDISE IS SOLD "AS IS".
7. Unless otherwise requested, MTA will deliver all merchandise to the address PURCHASER has specified, which is shown on the face of this contract. PURCHASER agrees to pay MTA a reasonable storage charge of fifty-five cents per square foot per month, plus loading and unloading charges for any tendered merchandise which MTA stores at MTA's warehouse provided space is available, because of PURCHASER'S failure to accept delivery.
8. In the event PURCHASER elects to engage the services of MTA to perform installation work at the project site ("Project Site") designated on the front of this contract the undersigned parties agree as follows:
   - 8.1 MTA shall perform the installation work ("Work") described on the face of this contract in a diligent, thorough and workmanlike manner pursuant to the plans and specifications furnished by PURCHASER to MTA prior to the effective date of this contract.
   - 8.2 PURCHASER shall pay the price ("Installation Price") designated on the face of this contract for the Work in accordance with section 9 below.
   - 8.3 PURCHASER shall perform the following covenants at PURCHASER'S expense:
     - 8.3.1 Furnish upon MTA's request all evidence of titles, permits, and insurance documents as may be necessary for the Work;
     - 8.3.2 Provide names and addresses for all construction lenders and the project manager of project;
     - 8.3.3 Provide all plans, drawings, specifications, services, information, surveys, and reports pertaining to the Work as requested by MTA;
     - 8.3.4 Maintain adequate liability or course of construction insurance;
     - 8.3.5 Prepare the Project Site so that MTA is able to perform the Work without undue hindrance;
     - 8.3.6 Provide suitable space for the receipt and storage of materials and equipment; and,
     - 8.3.7 Be available for inspection and acceptance of all Work.
   - 8.4 Should PURCHASER make or request any modification in the Plans, specifications or Work, all such modifications shall be authorized by written change order approved by PURCHASER and MTA describing the modification. The written change order shall set forth any increase or decrease in the Installation Price, if any, caused by such modification. PURCHASER acknowledges that any modification in the plans, specifications or Work may delay completion of the work and result in a substantial increase in the Installation Price.
   - 8.5 MTA may terminate its performance of this contract at its option by giving written notice of termination to PURCHASER if: PURCHASER is adjudged bankrupt; PURCHASER becomes insolvent or has a receiver of its assets or property appointed because of insolvency; PURCHASER fails to cooperate with MTA in performance of the Work; PURCHASER defaults in the payment of any invoiced amount; or, MTA is delayed in performing the Work for a period which, in the aggregate, exceeds ten (10) days as the result of any cause or combination of causes described in section 8.6 below.

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MTA may exercise this right of termination without prejudice to any other remedy to which MTA may be entitled at law in equity or under this Agreement.

8.6 MTA shall not be responsible for delays in completion of the Work caused by PURCHASER'S failure to prepare the Project Site, delay in shipment or receipt of materials, strikes, acts of God, fire or other casualty, labor disputes, neglect or fault of PURCHASER or PURCHASER'S materials, weather or other conditions beyond MTA's control.

8.7 The Work shall conform to all applicable City, County, State or Federal laws, regulations, codes, requirements, permits, ordinances and inspections.

8.8 PURCHASER hereby undertakes and agrees, at PURCHASER'S cost, to defend, indemnify and hold harmless MTA and each of MTA's associates, owners, stockholders, subsidiaries, affiliates, partners, joint venturers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with them or MTA, or any of them, from and against any and all manner of claims, causes, causes of action, damages, losses, liabilities, costs and expenses (including attorneys' fees), however caused and of whatsoever kind or character, directly or indirectly arising out of or in connection with the Work and/or the Project Site, including but not limited to the acts or negligent omissions of PURCHASER'S agents, employees or contractors, except for the negligent acts or omissions of MTA.

8.9 PURCHASER covenants and agrees to comply fully with all applicable City, County, State, and Federal safety laws, regulations, codes, requirements, permits, ordinances, and inspections. PURCHASER undertakes and agrees, at PURCHASER'S cost, to defend, indemnify and hold harmless MTA and each of MTA's associates, owners, stockholders, subsidiaries, affiliates, partners, joint venturers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with them or MTA, or any of them, from and against any and all manner of claims, causes, causes of action, damages, losses, liabilities, costs and expenses (including attorneys' fees), however caused and of whatsoever kind of character, directly or indirectly arising out of or in connection with PURCHASER'S violation of any applicable City, County, State or Federal safety laws, regulations, codes, requirements, permits, ordinances and inspections.

8.10 In the event any claim or action is filed against MTA on account of or by reason of an occurrence, act, omission, or conduct of the type described in sections 8.8 and 8.9 hereinabove, PURCHASER agrees to cause such claim or action to be defended without cost or expense to MTA. In the event a settlement is made or a judgment entered upon any such claim or action against MTA, PURCHASER agrees to procure complete and full payment and satisfaction of such settlement of judgment within 30 days from the date of settlement or within 20 days from the date of the entry of judgment.

8.11 PURCHASER agrees to protect the Work and all materials and equipment furnished in connection with the Work from damage as a result of PURCHASER'S operations. Should such damage occur, PURCHASER shall pay MTA all charges incurred to repair such damage or replace such materials or equipment.

8.12 PURCHASER shall maintain the Project Site free from debris and waste.
Should such waste or debris remain on the Project Site, MTA may, at its option, remove the waste and debris and charge the cost thereof to PURCHASER.

9. Payments under this contract are due and payable within payment terms stated on proposal based on invoiced date. In the event MTA does not receive full payment when due, PURCHASER agrees to pay interest at the highest allowable rate on the unpaid balance from due date until paid in full. This interest charge shall in no way signify that MTA consents to deferred payment.

10. Any dispute or controversy arising under, out of, in connection with or in relation to this contract, and any amendments hereto, or the breach thereof, shall be determined and settled by arbitration to be held in the City and County of Sacramento, California, in accordance with the rules then obtaining of the American Arbitration Association. Any award rendered therein shall be final and binding upon each and all of the parties and judgment may be entered thereon in any court having jurisdiction thereof.

11. In the event any legal action or arbitration proceeding arises between the undersigned parties concerning this contract, the prevailing party shall be entitled to reasonable attorneys' fees in addition to all other costs and expenses incurred therein. PURCHASER promises to pay attorneys' fees and all other costs incurred by MTA in the collection of payments due under this contract.

12. The covenants and conditions herein contained shall inure to and bind the successors and assigns of the parties hereto. PURCHASER shall not assign this contract without the prior written consent of MTA.

I accept the terms and conditions above.

Signed _____ Company _____

Printed Name _____ Title _____

Date _____

MEMORANDUM

ITEM 9.11.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Laurel Bane, Facilities Management Analyst

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-72 IN AN AMOUNT NOT TO EXCEED $1,923,310.00 WITH KALER GENERAL CONTRACTORS, INC. TO CONSTRUCT THE CITY HALL FIRST FLOOR TENANT IMPROVEMENTS PER THE PLANS AND SPECIFICATION OF THE CONTRACT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2026-72 for an amount not to exceed $1,923,310.00 with Kaler General Contractors, Inc. to construct the City Hall First Floor Tenant Improvements per the plans and specifications of the contract.

BACKGROUND

The city retained NORR Architects, Inc. in 2019 to establish a Space Planning Master Plan for a 10-year horizon for staffing and operational needs for the city. The Space Planning Master Plan is assisting in prioritizing physical improvements to city-owned facilities. The first major improvement project to remodel Suite 220 was completed at the end of 2023. The second major improvement project to remodel Suite 230 for city staff to expand into former tenant-occupied space was completed in August 2025. The Public Works department vacated the first floor and moved into Suite 230 in August 2025. NORR Architects, Inc. completed the construction documents for the third major improvement project for City Hall First Floor. The city intends to move Code Enforcement onto the City Hall First Floor once completed. The improvement project needed for staffing and operational needs for the city and to accommodate current needs and future growth.

The City Hall First Floor Improvement Project will include a new locker room, new entry, expanded restrooms, relocation of file room, new electrical and HVAC modifications, LED lighting, new offices, conference rooms with updated technology, new carpet, paint and furnishings to accommodate current staff and future growth.

The contract award is based on the lowest qualified bidder. Bids for this project were solicited on the city's website and Open GOV procurement website on April 16, 2026. Bids for this

project were publicly opened on Thursday, May 14, 2026, with a total of thirteen (13) bids received and opened. On May 19, 2026, the city received a bid protest from TPM Construction, Inc. The city determined the lowest bidder, Nyecon, Inc. had a material defect in the bid. Therefore, the city determined Kaler General Contractors, Inc. to be the lowest responsive and responsible bidder.

As a result of reviewing all bid documents, staff recommends that the City Council award the contract to Kaler General Contractors, Inc., in the amount of $1,923,310.00.

FISCAL IMPACT AND FUNDING SOURCE

The total project budget for capital improvements is funded from the Capital Facilities Fees (Fund 201). This project is included in the city's currently approved Capital Improvement Plan in the FY 26/27 budget.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2026-72
3. Bid Summary
4. Bid Protest
5. Bid Protest Response
6. Notice of Non-Responsiveness - Reject Bid

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-72 IN AN AMOUNT NOT TO EXCEED $1,923,310.00 WITH KALER GENERAL CONTRACTORS, INC. TO CONSTRUCT THE CITY HALL FIRST FLOOR TENANT IMPROVEMENT PROJECT

WHEREAS, the city solicited bids for the City Hall First Floor Tenant Improvement Project under the requirements for state and local law and publicly opened bids on May 14, 2026; and

WHEREAS, the city received a Bid Protest and disqualified the lowest bidder for a material defect in their bid and determined the lowest responsive and responsible bidder to be Kaler General Contractors, Inc.; and

WHEREAS, staff recommends the City Council award the contract to Kaler General Contractors, Inc., in the amount of $1,923,310.00; and

WHEREAS, adoption of this Resolution will award construction Contract No. 2026-72 to Kaler General Contractors, Inc. in an amount not to exceed $1,923,310.00 for the City Hall First Floor Tenant Improvement Projects; and

WHEREAS, funding for this project consists of the Capital Facilities Fee Fund (CFF); and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act (CEQA) at the time the city approved its five-year Capital Improvement Program, and it has been determined to be exempt from further review pursuant to CEQA regulation 15301 (l) regarding repairs, maintenance, or minor alterations to "existing facilities," so long as the project involved negligible or no expansion beyond current facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-72 in an amount not to exceed $1,923,310.00 with Kaler General Contractors, Inc. to construct the City Hall First Floor Tenant Improvements in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND KALER GENERAL CONTRACTORS, INC. FOR CITY HALL SUITE 100 TENANT IMPROVEMENT PROJECT 20161

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and Kaler General Contractors, Inc, (herein "Contractor"), as of June 15, 2026.

WHEREAS, the City Council for the City heretofore caused and specifications for City Hall Suite 100 Tenant Improvement Project 20161 ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on May 14, 2026 in the Open Gov online Project Portal ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the City received a Bid Protest and found errors, disqualifying the lowest bidder and found Kaler General Contractors, Inc. to be the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

SECTION 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications ("Contract Specifications") dated January 2016; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

SECTION 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 14, 2027, unless the term of this Agreement is otherwise terminated in accordance with Section 5-22 of the Standard Specifications.

SECTION 3. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2026-72, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works

Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

SECTION 4. COMPLETION. Said work shall be completed and ready for acceptance.

SECTION 5. PAYMENT. Attached hereto as Exhibit A and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to in the amount not to exceed One Million, nine-hundred and twenty-three thousand, three hundred and ten dollars: ($1,923,310.00). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

SECTION 6. PREVAILING WAGES. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "Prevailing Wage Laws"), and be responsible for carrying out the requirements of such provisions. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, in the City Clerk's Department. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have

been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

SECTION 7. INSURANCE. The Contractor shall carry and maintain for the duration of the term of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

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

SECTION 8. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

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

SECTION 9. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

SECTION 10. INDEMNIFICATION.

10.1 Contractor's Performance. To the fullest extend permitted by law, Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10.2 PERS Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor 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 Contractor 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.

10.3 No Limitation of Liability for Indemnification. The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

SECTION 11. NONDISCRIMINATION AND EQUAL OPPORTUNITY. Contractor 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 subcontractor, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor 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 obligation required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

SECTION 12. TERMINATION OF CONTRACT. The City and/or authorized representative may terminate this Contract in accordance with Section 5-22 of the Standard Specifications.

SECTION 13. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

SECTION 14. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

SECTION 15. MISCELLANEOUS PROVISIONS.

15.1 Successors. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein

or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

15.2 Contract Administration. This Agreement shall be administered by Laurel Bane ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

15.3 Notices.

Any written notice to City shall be sent to:

ATTN: Laurel Bane
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Any written notice to Contractor shall be sent to:

ATTN: Jason Standley
3720 Omec Circle
Rancho Cordova, CA 95742
916-631-7211
jason@kalergc.com (used for insurance update requests)]

15.4 IRS Form W-9. Contract 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.

15.5 Governing Law and Venue. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.

15.6 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions 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.

15.7 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.

15.8 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.

15.9 Survival. The obligation of this Agreement, which by their nature would continue beyond the term or expiration of this Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

15.10 Entire Agreement. This Agreement, including the terms of payment attached hereto and incorporated herein as Exhibit A, and the Contract Documents as referenced above in Section 1, of this Agreement, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

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

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date:_____

CONTRACTOR

_____
Bill Kaler, President

Date:_____

EXHIBIT A
SCOPE OF WORK

City Hall First Floor Suite 100 TI
Bid Summary

May 14, 2026, 2:00 pm, Open Gov

	Construction Contractor	BID TOTAL	Bid Schedule	Project Contact	Contractors License	DIR Registration	Equal Employment	Public Contract Code 10285.1, 10162, 10232 Statements	Designation of Subcontractors	Experience / Qualifications Questions 9-13	Bidder's Bond	Non-Collusion Affidavit	Debarment & Suspension	CARB Certificate of Reported Compliance	Addendum Acknowledgement 1 &2	Submittal Confirmation
A	CNW Construction Inc.	$2,206,926.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
B	Core-Built Construction	$2,769,537.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
C	Creative Property Renewal	$2,236,203.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
D	Creekside Commercial Builders, Inc.	$2,327,542.00	X	X	X	X	X	X	X	X	X	x	x	X	X	x
E	Encore Construction and Management	$2,427,512.00	X	X	X	X	X	X	X	x	X	X	X	X	X	X
F	Integra Construction Serivces, Inc.	$2,295,000.00	x	X	X	X	X	X	X	X	X	X	x	X	X	X
G	Kaler General Contractors Inc.	$1,923,310.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
H	Nyecon Inc.	$1,905,757.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
I	Seegert Construction	$2,289,750.00	X	X	X	X	X	x	X	x	X	X	X	X	X	X
J	TPM Construction Inc.	$1,940,000.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
K	TriVel Construction, Inc.	$2,196.584.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Attendees : Laurel Bane, Kristine Courdy, Matt Thomas, Edgar Medina

Laurel Bane, Management Analyst — 5/14/2026 Date

TPM Construction

1150 Hillview Drive • Dixon, CA 95620 • 530-231-2603 • jtorres@tpmconstructioninc.com

May 19, 2026

VIA EMAIL AND HAND DELIVERY

Laurel Bane, Facilities Management Analyst

City of Rancho Cordova

Department of Public Works

2729 Prospect Park Drive

Rancho Cordova, CA 95670

Email: lbane@cityofranchocordova.org

Re: BID PROTEST — City Hall First Floor Suite 100 Tenant Improvement Project, Contract 2026-72; City's Notice of Apparent Low Responsible and Responsive Bidder (Nyecon, Inc.) dated May 18, 2026; City Council Award Tentatively Scheduled for June 1, 2026

Dear Ms. Bane:

TPM Construction, Inc. ("TPM"), a responsive and responsible bidder on the above-captioned Project, hereby submits this written Bid Protest with respect to the City of Rancho Cordova's Notice of Apparent Low Responsible and Responsive Bidder dated May 18, 2026, identifying Nyecon, Inc. as the apparent low responsible and responsive bidder on Contract 2026-72 for the City Hall First Floor Suite 100 Tenant Improvement Project (the "Project"). This protest is filed at the address and prior to the 5:00 p.m. deadline of May 21, 2026 designated in the City's Notice, and is filed pursuant to and consistent with Section 3-3.01.C of the Sacramento County Standard Construction Specifications (November 2024) (the "Specifications"), which are incorporated by reference in the City's Invitation for Bid and Special Provisions for the Project.

TPM has standing to file this protest as a "Bidder" within the meaning of Section 3-3.01.C. Bids on the Project were opened by the City on May 14, 2026. The publicly posted bid tabulation reflects the following three apparent low bids:

- Nyecon, Inc. — $1,905,757.00 (apparent low; subject of the May 18, 2026 Notice)
- Kaler General Contractors, Inc. — $1,923,310.00 (apparent second low)
- TPM Construction, Inc. — $1,940,000.00 (apparent third low)

This protest is grounded on two independent theories: (i) the bid of Nyecon, Inc. is non-responsive on its face on at least five separate, independently sufficient grounds, each requiring its rejection; and (ii) before any award is made to Kaler General Contractors, Inc., the City should conduct and document on the record the responsibility review contemplated by Section 3-3 of the Specifications, in light of the substantial comparable-experience differential between Kaler and TPM. If either or both apparent low bidders are rejected as non-responsive or found non-responsible, TPM is the lowest responsive, responsible bidder and is entitled to award of the Contract.

I. Statement of Protest

TPM respectfully protests the City of Rancho Cordova's proposed award of the Contract to Nyecon, Inc. on the grounds that Nyecon's bid is non-responsive to the Invitation for Bid, the Instructions to Bidders, the Special Provisions, and the Specifications, in each of the respects set forth in Section II below. TPM further requests, pursuant to Section 3-3 of the Specifications, that before any award is made to Kaler General Contractors, Inc., the City conduct and document a responsibility review of that bidder on the grounds set forth in Section III below. TPM further respectfully requests that the Contract be awarded to TPM Construction, Inc. as the lowest responsive, responsible bidder.

II. Protest of Nyecon, Inc. — Non-Responsiveness

The bid of Nyecon, Inc. suffers from at least five (5) separate, independently sufficient material defects on the face of the bid submittal, each of which under California public-contract law requires the City to reject the bid as non-responsive. These defects are not minor irregularities subject to waiver; they go to the affirmative obligations imposed on every bidder by statute, the Instructions to Bidders, and the Specifications. Each ground below references the page or response location in the Nyecon Response Document Report for the Project, IFB No. TBD, dated May 15, 2026 (the "Nyecon Report").

1. **Bid Bond — Principal Signature Missing (Pub. Contract Code § 20170; Instructions to Bidders — Bidder's Bond).** The Bidder's Bond submitted with Nyecon's bid (Nyecon Report, page 14) is executed by the Surety only. The Principal signature block — i.e., the signature line for Nyecon, Inc. as Principal/Bidder — is blank. The only executed signature on the bond is that of the surety's authorized representative, Simone Gerhard, on behalf of the surety company.

   A Bidder's Bond is not executed and is not enforceable as bid security in the absence of the Principal's signature. The City cannot pursue the surety obligation against Nyecon as Principal on a bond Nyecon has not signed. Under Public Contract Code § 20170 and the Instructions to Bidders, every bid must be accompanied by conforming bid security in the amount of ten percent (10%) of the bid. A bid bond unsigned by the Principal is not conforming bid security. The defect is material, is not subject to cure or waiver, and renders the Nyecon bid non-responsive as a matter of law. See, e.g., Konica Business Machines U.S.A., Inc. v. Regents of University of California (1988) 206 Cal.App.3d 449 (failure of bidder to execute bid security is a material, non-waivable defect rendering the bid non-responsive).

   This ground alone is sufficient to require rejection of the Nyecon bid.

2. **Equipment List — Facially Non-Responsive to IFB Question 13.** IFB Question 13 ("Equipment List") expressly requires bidders to provide, "for each item," the quantity, name/type/capacity, condition, and location of all plant and equipment owned by the bidder which is "definitely available for use on the proposed work as required."

Nyecon's response to Question 13 (Nyecon Report, Question 13 response) consists of a single line: "19/32 Electric Scissor lift / Excellent condition / Nyecon Inc. HQ." Nyecon thereby represents that its entire fleet of equipment "definitely available" for use on a $1.9 million occupied municipal City Hall tenant improvement is a single electric scissor lift. That response is non-responsive in form, in substance, and as to the underlying capacity inquiry posed by Question 13. A single scissor lift is facially inadequate equipment to perform a multi-trade, multi-phase tenant improvement involving demolition, framing, MEP, finishes, casework, and exterior site work, and the response does not provide the bid evaluator any meaningful representation that Nyecon possesses the equipment "definitely available" as the form requires.

IFB Question 13 is part of the affirmative responsiveness submittal required of every bidder. A bid that fails to provide the information called for by a mandatory bid form is non-responsive on its face.

3. **Equal Employment Opportunity Certification — Direct 41 CFR 60-1.7(b)(1) Trigger.** IFB Question 4 ("Equal Employment Opportunity Certification") requires the bidder to certify whether the bidder and/or its proposed subcontractors have "participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee … all reports due under the applicable filing requirements."

   Nyecon selected the response: "Bidder and/or a Proposed Subcontractors HAVE Participated" (Nyecon Report, Question 4 response). That election directly triggers the express prohibition incorporated by reference in IFB Question 4 itself, which provides: "Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period…"

   Unless Nyecon has affirmatively demonstrated to the City — independent of and outside the bid submission — that it has filed all required EEO-1 reports for each prior contract or subcontract participated in, the federal regulation by its own terms prevents award of this Contract to Nyecon. The City may not waive a federal prohibition on award.

4. **Splintered Signature Authority — Absence of Officer Signature on Binding Listing and Certification Documents.** Nyecon's bid is executed across multiple documents by multiple individuals, none of whom is identified as a corporate officer of Nyecon, Inc. on the documents themselves:

   (a) The Designation of Subcontractors list (Nyecon Report, pages 12–13) is signed by "Gene Armstrong, Chief Estimator." "Chief Estimator" is not an officer title and does not, on its face, evidence corporate authority to make a binding subcontractor listing election under Public Contract Code §§ 4100 et seq.

   (b) The Iran Contracting Act Compliance Affidavit (Nyecon Report, page 18) is signed by "Bruce Nye," with no title stated below the signature line, on a form that expressly requires the "Print Name and Title of Person Signing."

   Public Contract Code § 4104(a) requires the bidder itself to make the subcontractor designation. The Iran Contracting Act certification under PCC § 2204(b) is likewise a certification of the "bidder." A bid in which the principal listing and certification documents bear no corporate officer signature, and offer no evidence of authority to bind the corporate bidder, is non-responsive to the obligation to provide an authoritative, binding bid submission.

5. **Completed Contracts List — Facially Non-Conforming to IFB Question 12.** IFB Question 12 requires bidders to provide information for at least three (3) contracts "satisfactorily completed by the Bidder in the last three (3) years," including, for each contract, the Year, Type of Work, Contract Amount, and Owner/Agency.

   Nyecon's Question 12 response (Nyecon Report) identifies three projects, each listed as having been performed in calendar year "2023," with no specific completion dates, and not a single project completed in 2024 or 2025. The response is non-conforming on its face as to date specificity, and is inconsistent with the implicit requirement to demonstrate recent comparable experience across the trailing three-year window. The submission does not satisfy IFB Question 12.

Each of the foregoing five (5) grounds is, independently, sufficient to require rejection of the Nyecon bid as non-responsive. In the aggregate, the bid is plainly non-responsive and cannot lawfully be the basis for award.

III. Request for Heightened Responsibility Review of Kaler General Contractors, Inc.

In the event the bid of Nyecon, Inc. is rejected, the proposed award would fall to Kaler General Contractors, Inc., the apparent second-low bidder. Before any such award is made, TPM respectfully requests that the City conduct, and document on the record, the responsibility review contemplated by Section 3-3 of the Specifications. The responsibility inquiry is within the City's discretion, but it is also within the City's obligation: Section 3-3 expressly conditions award upon the City's determination of the "ability, capacity, skill, character, integrity, reputation, judgment, experience and efficiency" of the proposed awardee. Several aspects of Kaler's submission warrant a documented responsibility review.

A. Comparable Demonstrated Experience

The Project is a tenant improvement in an occupied municipal City Hall, with active continuous use of adjacent and overhead office space, public-facing operations on the ground floor, life-safety system tie-ins to an existing Siemens FS-250 fire alarm panel programmed and monitored by the City's existing fire alarm vendor of record, and full-spectrum MEP, data, door-controls, and finishes integration. This is precisely the project type for which demonstrated comparable experience is most material.

Kaler's Completed Projects list (Kaler Response Document Report, attached Completed Projects Form) identifies the following seven projects:

- Stonebridge Apartments — interior and exterior apartment rehab — $2,320,000 — Jan 2025
- Emmanuel Church — interior and exterior rehab of a 170-year-old church — $1,150,000 — June 2024
- Madsen Roofing Corp Offices — office and warehouse interior remodel — $375,000 — November 2024
- Sierra Regency Club House — interior remodel of gym and office — $230,000 — December 2024
- Delta HS Restrooms — restroom renovations — $370,000 — January 2025
- Mokelumne HS — light modernization, interior/exterior — $308,900 — August 2025
- City of Lodi Lake North Restrooms — restroom reconstruction — $469,000 — August 2025

Of the seven listed projects, exactly one (City of Lodi Lake North Restrooms, $469,000) is a direct municipal-agency project, and that project is a park-restroom build, not an occupied municipal tenant improvement. The remainder are private apartment, church, commercial, and gym/office rehabs, and school-district restroom and light-modernization work. None demonstrates occupied municipal City Hall tenant improvement experience comparable to the Project.

By contrast, TPM's bid submission lists three (3) public-agency renovation contracts completed in 2025 in response to IFB Question 12 (TPM Construction Inc Response, Question 12), and TPM further offers, in support of this protest, the following additional examples of directly comparable, recently completed work:

- City of Rancho Cordova — Tenant Improvement, Suite 220, City Hall 2nd Floor — $700,000 — Completed June 2023
- City of Rancho Cordova — Tenant Improvement, Suite 230, City Hall 2nd Floor — $835,000 — Completed July 2025
- City of Rancho Cordova — Building Renovation — $850,000 — Completed 2025 (TPM Q12)
- City of Vacaville — Building Addition — $1,650,000 — Completed 2025 (TPM Q12)
- City of Vacaville — Tenant Improvement, Finance & Attorneys Offices at City Hall — $625,000 — Completed February 2024
- City of Vacaville — Tenant Improvement, Transit Center Expansion / Addition (Occupied) — $1,875,000 — Completed November 2025
- City of West Sacramento — Tenant Improvement, Police Department Full Remodel (Four Phases, Occupied) — $725,000 — Completed March 2025
- Yolo County Housing Authority — Multi-Family Building Renovation — $1,400,000 — Completed 2025 (TPM Q12)

Of particular relevance: TPM has, within the last thirty-six (36) months, completed two prior tenant improvement projects in this very building — Suite 220 and Suite 230 on the City Hall 2nd Floor — for the City of Rancho Cordova itself. TPM is intimately familiar with this building's existing systems, occupied-operations protocols, building access and security procedures, City staff coordination, and the specific Siemens FS-250 fire alarm infrastructure to which the Project must tie in. Kaler General Contractors, Inc. has not performed any work in this building for the City.

The comparable-experience differential between TPM and Kaler is not a marginal one. TPM has eight (8) directly comparable, recently completed public-agency tenant improvement and renovation projects, including two in the same City Hall building that is the subject of this Project. Kaler has one (1) municipal project of any kind in its Completed Projects list, and it is a $469,000 park restroom build.

B. Subcontractor Listing — Description-of-Work Specificity (Pub. Contract Code § 4104(a)(1))

Kaler's Designation of Subcontractors list (Kaler Response Document Report, attached Subcontractor List) identifies Garrahan Electric Inc. (License No. 650844; DIR Reg. No. 1000001821) for a single portion of work described only as "Electric," in the amount of $345,000. The corresponding Base Bid Schedule line (Line 2 — "Electrical, Data, Door Controls, Lighting") is bid by Kaler at $379,700. The Project's life-safety scope further contemplates modifications to the existing Siemens FS-250 fire alarm system.

Public Contract Code § 4104(a)(1) requires the prime bidder to "set forth … the portion of work which will be done by such subcontractor." The City should examine, on the responsibility record, whether Kaler's single "Electric" listing for $345,000 satisfies the § 4104(a)(1) requirement, given that the listed scope on its face encompasses: (i) line-voltage electrical; (ii) data and communications; (iii) door controls; (iv) lighting; and (v) fire alarm tie-in to existing equipment programmed and monitored by the City's existing fire alarm vendor of record.

C. Years in Business Under Current Entity Name

In response to IFB Question 9, Kaler reports 4.5 years of operation under its current business name (Kaler General Contractors Inc.), and in response to IFB Question 10 reports 36+ years of "similar experience." The 36+ year representation is not tied to, or supported by, the documented Completed Projects list submitted with the bid. As part of any responsibility analysis, the City may wish to verify, through CSLB and DIR records and through references on the listed Completed Projects, that the corporate entity bidding on this Project has demonstrated experience attributable to it as a legal matter.

D. Continuity with the Existing Fire Alarm Vendor of Record and Siemens FS-250 Panel Programming

The Project's life-safety scope contemplates additions and modifications to the existing fire alarm and life safety system at City Hall, which is operated through a Siemens FS-250 fire alarm control panel. The existing fire alarm test-and-inspection vendor of record for the building, and the existing monitoring vendor of record, is Engineered Monitoring Systems, Inc. ("EMS") (Rancho Cordova, CA; CSLB License No. 460623, classifications C-7 and C-10). EMS holds the program for the existing Siemens FS-250 panel, and EMS is responsible for the building's NFPA 72 testing, inspection, and monitoring lineage.

These facts have direct project-specific consequences. First, additions or modifications to the FS-250 panel — including the addition of the new horn/strobes, strobes, relocated manual stations, and remote power supply contemplated by the Sac Metro reviewed plan set dated February 2, 2026 (Revision 1) — require coordination with the entity that holds the existing panel program in order to avoid programming gaps, system silencing, false-alarm conditions, or interruption to the building's monitored life-safety service during construction. Second, the existing NFPA 72 testing and inspection records, which are required to be maintained continuously by the vendor of record, materially benefit from being maintained by that same vendor through and following the modifications. Third, the City Hall building is occupied, public-facing, and contains active municipal operations; an interruption to life-safety monitoring during construction is a materially elevated risk in this setting.

TPM's bid expressly recognizes these realities. TPM's Designation of Subcontractors lists EMS as a separately identified fire alarm subcontractor at an estimated dollar amount of $35,000, with EMS's CSLB license number and DIR public works contractor registration number identified, and with the portion of work identified as "Fire Alarm." TPM further obtained from EMS, prior to bid, a written scope-of-work narrative and turn-key proposal addressed to TPM and dated May 12, 2026, confirming EMS's role as the test/inspection and monitoring vendor of record, confirming EMS's program responsibility for the FS-250, and committing to a turn-key installation including shop drawings, equipment, programming, terminations, and documentation of NFPA testing and Record-of-Completion Reports.

Kaler's Designation of Subcontractors, by contrast, identifies no separate fire alarm subcontractor. Garrahan Electric Inc. is identified for a single portion of work described only as "Electric" at $345,000. Garrahan's CSLB classifications include C-7 and C-10, which are legally sufficient classifications to install fire alarm equipment generally; that licensing is not at issue

here. The issue is project-specific: Kaler's bid as submitted does not, on its face, identify any subcontractor designated to perform the fire alarm modifications, does not identify how panel programming for the existing Siemens FS-250 will be obtained or coordinated, and does not identify any planned coordination with EMS as the existing vendor of record. The responsibility review should examine, on the record, (i) which entity Kaler proposes will perform the FS-250 modifications and programming, (ii) how Kaler proposes to coordinate with the existing testing/inspection/monitoring vendor of record, and (iii) how Kaler proposes to avoid interruption to the building's monitored life-safety service during construction.

TPM does not assert that EMS is the only entity legally capable of installing fire alarm equipment, nor that the work is proprietary in any procurement-law sense. TPM does assert that TPM's identification of EMS as a separately listed fire alarm subcontractor reflects an affirmative project-specific election to maintain continuity with the existing vendor of record on a life-safety system in an occupied municipal facility, and that the absence of any analogous election in Kaler's bid is a substantive responsibility-relevant fact that warrants documented review.

The responsibility review TPM requests is not an attack on Kaler General Contractors, Inc.'s integrity or qualifications generally. It is a request that the City discharge its Section 3-3 obligation on a project type, and in a building, where the responsibility differential between the apparent second-low bidder and TPM is unusually clear on the documentary record. TPM is a known, in-good-standing prior contractor at this very building, with demonstrated comparable experience that Kaler's submission does not match.

IV. Remedies Sought

Pursuant to Section 3-3.01.C of the Specifications, TPM respectfully requests that the City:

- Stay any further action on the proposed award to Nyecon, Inc., and remove or continue the award item from the June 1, 2026 City Council agenda pending resolution of this protest;
- Reject the bid of Nyecon, Inc. as non-responsive on each of the five (5) independently sufficient grounds set forth in Section II above;
- Conduct and document on the record the responsibility review of Kaler General Contractors, Inc. contemplated by Section 3-3 of the Specifications, and decline to award the Contract to Kaler if Kaler is not affirmatively found to be a responsible bidder under that standard;
- Award the Contract to TPM Construction, Inc. as the lowest responsive, responsible bidder; and
- Issue the City's written determination of this protest to all bidders prior to the City Council meeting at which the proposed contract award will be considered, as required by Section 3-3.01.C of the Specifications.

V. Reservation of Rights to Supplement

TPM expressly reserves the right to supplement this protest with additional grounds, additional factual support, and additional supporting documentation prior to the City's final determination of this protest and prior to the City Council meeting at which any proposed contract award will be considered.

TPM further notes, without waiver, that Section 3-3.01.C of the Specifications provides for a protest period of five (5) business days following issuance of the Notice of Intent to Award. The City's May 18, 2026 Notice references Section 3-2 (Consideration of Bids) of the Specifications

and sets a 5:00 p.m. May 21, 2026 deadline that is shorter than the period contemplated by Section 3-3.01.C. TPM has filed this protest within the City's stated deadline in order to preserve its rights, and reserves all rights and arguments regarding the proper protest period, the form of the City's Notice, and any related procedural matters.

VI. Certification

I, the undersigned, am the President of TPM Construction, Inc., and am authorized to submit this protest on its behalf. I certify under penalty of perjury under the laws of the State of California that the factual statements contained in this protest are true and correct to the best of my knowledge, that this protest is filed in good faith, and that the factual statements are based on the documentary record currently before TPM, including the Nyecon Response Document Report and the Kaler General Contractors Inc. Response Document Report obtained from the City.

Respectfully submitted,

Jonathan Torres

Jonathan Torres
President

TPM Construction, Inc.

1150 Hillview Drive

Dixon, CA 95620

530-231-2603

jtorres@tpmconstructioninc.com

Enclosures:

— Copy of City of Rancho Cordova Notice of Apparent Low Responsible and Responsive Bidder dated May 18, 2026

— Copy of City of Rancho Cordova OpenGov Pricing Results (Bid Opening, May 14, 2026)

— Copy of Engineered Monitoring Systems, Inc. letter to TPM Construction, Inc. dated May 12, 2026 (Fire Alarm and Life Safety System Additions and Modifications, Rancho Cordova City Hall, Suite 100)

cc:

City Manager, City of Rancho Cordova

City Attorney, City of Rancho Cordova

City Clerk, City of Rancho Cordova

June 1, 2026

TPM Construction Inc.
1150 Hillview Dr.
Dixon, CA 95620

Attention: Jonathan Torres

SUBJECT: City of Rancho Cordova Response to Bid Protest, City Hall First Floor Suite 100, Tenant Improvement Project.

Dear Mr. Torres,

On May 19, 2026, the City of Rancho Cordova (City) received a bid protest for the City of Rancho Cordova City Hall First Floor Suite 100 Tenant Improvement Project, from TPM Construction, Inc. (See attached bid protest). Below is the City's written response to the bid protest:

Statement of Protest
TPM respectfully protests the City of Rancho Cordova's proposed award of the Contract to Nyecon, Inc. on the grounds that Nyecon's bid is non-responsive to the Invitation for Bid, the Instructions to Bidders, the Special Provisions, and the Specifications, in each of the respects set forth in Section II below. TPM further requests, pursuant to Section 3-3 of the Specifications, that before any award is made to Kaler General Contractors, Inc., the City conduct and document a responsibility review of that bidder on the grounds set forth in Section III below. TPM further respectfully requests that the Contract be awarded to TPM Construction, Inc. as the lowest responsive, responsible bidder.

Protest of Nyecon, Inc. — Non-Responsiveness
The bid of Nyecon, Inc. suffers from at least five (5) separate, independently sufficient material defects on the face of the bid submittal, each of which under California public-contract law requires the City to reject the bid as non-responsive. These defects are not minor irregularities subject to waiver; they go to the affirmative obligations imposed on every bidder by statute, the Instructions to Bidders, and the Specifications. Each ground below references the page or response location in the Nyecon Response Document Report for the Project, IFB No. TBD, dated May 15, 2026 (the "Nyecon Report").

<u>Issue #1</u>
Bid Bond — Principal Signature Missing (Pub. Contract Code § 20170; Instructions to Bidders — Bidder's Bond).

City Response: As provided in page 6 of the project specifications "[t]he City of Rancho Cordova reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in their judgment, are the lowest responsive bid of a responsible bidder." Defects in bids are considered material and consequential if the defect affects the price of the bid or gives a low bidder a competitive advantage. (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal. App. 4th 897, 904.) The lack of a signature on an otherwise executed bid bond, which is signed by a surety and lists the entity bidding on the project renders the bid bond unenforceable by the City, and potentially gives the apparent low bidder a competitive advantage, the City interprets the signature in the bid bond as a material defect in the bid, and reserves its discretion to waive this bid informality as an immaterial defect. See *Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal. App. 4th 1181 finding that a errors in bid bonds that result in the bid bond being non-enforceable may be a material defect in the bid. On this basis, the City disqualifies the bid of NyeCon, Inc.

Issue #2
Equipment List — Facially Non-Responsive to IFB Question 13.

City Response: The City does not require specific equipment to be listed. Equipment could be owned by sub-contractors. The determination of whether the bidder itself owns particular equipment to perform the work does not indicate a defect in the bid that affects the price of the bid and would not result in the bidder receiving an unfair competitive advantage because they choose to utilize subcontractors that own necessary equipment. (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal. App. 4th 897, 904.) As provided in page 6 of the project specifications "[t]he City of Rancho Cordova reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in their judgment, are the lowest responsive bid of a responsible bidder."

Issue #3
Equal Employment Opportunity Certification — Direct 41 CFR 60-1.7(b)(1) Trigger.

City Response: EE0-1 Component Report (Standard Form 100) is a mandatory annual data collection for certain private employers and federal contractors. The apparent low bidder is neither a federal contractor nor an employer with at least 100 employees, which would trigger the requirement of this reporting form. As provided in page 6 of the project specifications "[t]he City of Rancho Cordova reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in their judgment, are the lowest responsive bid of a responsible bidder." Because the apparent low bidder does not meet either trigger to require Standard Form 100, the City interprets the apparent low bidder's certification in the bid as an inadvertent clerical error, and reserves its discretion to waive this bid informality as an immaterial defect. (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal. App. 4th 897, 904.)

Issue #4
Splintered Signature Authority — Absence of Officer Signature on Binding Listing and Certification Documents.

City Response: As provided in page 6 of the project specifications "[t]he City of Rancho Cordova reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in their judgment, are the lowest responsive bid of a responsible bidder." Because particular agent of the apparent low bidder does not affect the price of the bid or give the apparent low bidder a competitive advantage, the City interprets the apparent low bidder's signatures in the bid as an inadvertent clerical error, and reserves its discretion to waive this bid informality as an immaterial defect. (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal. App. 4th 897, 904.)

Issue #5
Completed Contracts List — Facially Non-Conforming to IFB Question 12.

City Response: As provided in page 6 of the project specifications "[t]he City of Rancho Cordova reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in their judgment, are the lowest responsive bid of a responsible bidder." The apparent low bidder's response conforms to the request of the City, because it does provide a list of projects that were completed within the last three years. The City's request does not require a list of completion dates, or indicate that projects must be listed for any particular year within the last three years. The only requirement is to list the year, type of work, contract amount, and owner/agency for whom work was performed. The apparent low bidder's response facially conforms to these requirements.

Protest of Kaler General Contractors, Inc. – Nonresponsible Bidder

TPM respectfully requests that the City conduct, and document on the record, the responsibility review contemplated by Section 3-3 of the Specifications. The responsibility inquiry is within the City's discretion, but it is also within the City's obligation: Section 3-3 expressly conditions award upon the City's determination of the "ability, capacity, skill, character, integrity, reputation, judgment, experience and efficiency" of the proposed awardee. Several aspects of Kaler's submission warrant a documented responsibility review.

City Response:

Public Contract Code section 1103 defines "responsible bidder" to mean "a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." Thus, determinations of

responsibility are based on the "personal quality of the bidder." (*Great West Contractors, Inc. v. Irvine Unif. Sch. Dist.* (2010) 187 Cal.App.4th 1425, 1453-54.) As provided in page 6 of the project specifications "[t]he City of Rancho Cordova reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in their judgment, are the lowest responsive bid of a responsible bidder."
TPM bases its request for a responsibility determination on four factors: (A) Comparable Demonstrated Experience; (B) Subcontractor Listing; (C) Years in Business Under Current Entity Name; (D) Continuity with the Existing Fire Alarm Vendor of Record and Siemens FS-250 Panel Programming.

Comparable Demonstrated Experience: Kaler General Contractors, Inc. indicated that it has completed numerous public projects within the last three years. The City finds that this experience is suitable for the City and does not find Kaler General Contractors, Inc. to be nonresponsible on this basis.

Subcontractor Listing: TPM indicates that Kaler General Contractors, Inc.'s Subcontractor listing does not highlight in depth detail for what portion of work a particular subcontractor will perform and merely states the category of work a particular subcontractor is selected to perform. The City finds that this level of detail is sufficient, as the City interprets the category of work "Electric" to mean the electric components of the project that is being bid. The City does not find Kaler General Contractors, Inc. to be nonresponsible on this basis.

Years in Business Under Current Entity Name: TPM indicates that Kaler General Contractor's report of 4.5 years of operation under its current business name, but also states having greater than 36 years of experience. There could be any number of reasons for this including the establishment of different corporate forms of entities, and the City does not find this as a basis to determine Kaler General Contractors, Inc. to be nonresponsible.

Continuity with the Existing Fire Alem Vendor of Record and Siemens FS-250 Panel Programming: TPM indicates that Kaler General Contractors Inc. does not specifically identify a subcontractor specifically tasked with fire alarm work, when TPM does. This does not indicate that Kaler General Contractors Inc, or its subcontractors, are not qualified to perform the work for the project. The City does not find this as a basis to determine Kaler General Contractors, Inc. to be nonresponsible.

Conclusion

Therefore, the City does disqualify Nyecon, Inc. as the lowest responsive and responsible bidder on this basis. The City determines Kaler General Contractors, Inc. to be the lowest responsive and responsible bidder.

Per Sacramento County Specification Section 3-3.01.C, if TPM disagrees with the City's decision, the protesting party may seek relief from the City Council at the public hearing for award of the Contract, currently scheduled for the June 15, 2026 City Council Meeting.

If you have any questions, please contact Laurel Bane at lbane@cityofranchocordova.org

Regards,

Laurel Bane

Laurel Bane
Management Analyst

Attachments:

1. TPM Construction's (TPM) Bid Protest per California Public Contract Code (PCC) § 20129 and PCC § 5103, for the City of Rancho Cordova City Hall Suite 100 Tenant Improvement Project

6481857.3

NOTICE OF NONRESPONSIVE BIDDER AND BID REJECTION FOR THE CITY HALL SUITE 100 TENANT IMPROVEMENT PROJECT

June 1, 2026

On May 14, 2026, Sealed Bids were submitted for the above reference project. Upon review of the sealed bids, the City of Rancho Cordova has deemed Nyecon Inc's bid non-responsive and rejects the bid for the following reasons:

- After reviewing the bids, the apparent low bidder, Nyecon, Inc, was discovered errors in bid bonds that result in the bid bond being non-enforceable and a material defect in the bid. On this basis, the City disqualifies the bid of Nyecon, Inc.

The Award of Contract will be tentatively set for the City Council's agenda on June 15, 2026, council meeting.

Any questions concerning this rejection letter may be submitted to the City of Rancho Cordova, Facilities Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

As a result, the City hereby authorizes the release of any bid bonds submitted for the subject project.

Please contact me at 916-851-8953 or via email lbane@cityofranchocordova.org if you have any questions.

The City of Rancho Cordova appreciates the tremendous effort put forth by all construction companies that submitted on this project. Thank you.

Respectfully Submitted,

Laurel Bane

Laurel Bane
Management Analyst
Facilities Department
City of Rancho Cordova

MEMORANDUM

ITEM 9.12.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Kristine Courdy, Principal Civil Engineer
Jonathan Lujano, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON-CALL CONTRACT NO. 2026-95 IN AN AMOUNT NOT TO EXCEED $3,000,000 WITH DEWBERRY ENGINEERS INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR FEDERALLY FUNDED PROJECTS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute on-call Contract No. 2026-95 with Dewberry Engineers Inc. in an amount not to exceed $3,000,000 for Construction Management Services for federally funded projects.

BACKGROUND

In order to provide flexibility to adapt to a variable development and construction market, the Public Works Department employs the assistance of qualified consultants for construction management, inspection, and plan review services. The on-call contracts allow the city to draw upon greater resources, thus increasing the ability to handle workload peaks and maintain efficient response times.

In 2026, a Request for Qualification solicitation for Construction Management Services was conducted for federally funded projects. The city received ten submittals from firms in the region and through the competitive selection review process, two firms are recommended for approval. Those two firms are Salaber Associates, Inc. and Dewberry Engineers Inc.

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

FISCAL IMPACT AND FUNDING SOURCE

Construction management of capital improvement projects is paid for through various funding sources earmarked for the projects. The total contract value is $3,000,000 over the full term of

the contract with specific project assignments drawing down against the full contract amount.

These services do not impact the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2026-95

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE ON-CALL CONTRACT 2026-95 IN AN AMOUNT NOT TO EXCEED $3,000,000 WITH DEWBERRY ENGINEERS INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR FEDERALLY FUNDED PROJECTS

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2026-95 with Dewberry Engineers Inc. in an amount not to exceed $3,000,000 for on-call construction management services for federally funded projects; and

WHEREAS, the Public Works Department employs the assistance of qualified consultants for construction management, inspection, and plan review services in order to provide flexibility to adapt to variable development and construction 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 on-call construction management consultants; and

WHEREAS, on-call construction management contracts allow the city to draw upon greater resources, thus increasing the ability to handle workload peaks and maintain efficient response times.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-95 with Dewberry Engineers Inc. in an amount not to exceed $3,000,000 for Construction Management Services for federally funded projects in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Garrett Gatewood, Mayor

_____
Stacy Leitner, CMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND DEWBERRY ENGINEERS INC. FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES ON FEDERALLY FUNDED PROJECTS

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Dewberry Engineering Inc., a California Corporation ("Professional") as of June 15, 2026. City and Professional are the only parties to this Agreement, therefore the United States Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any Party related to the scope of this Agreement.

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2029, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. 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.

1.5 Consultant Reports.

1.5.1 Reserved

1.5.2 If this Agreement does require "on-call" consulting services:

a. Professional shall submit progress reports at least once a month. The report should be sufficiently detailed for the City's Contract Administrator to determine, if Professional is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

1.6 **Consultant Meetings.** Professional's Project Manager shall meet with the City's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project.

1.7 **Inspection of Work.** Professional and any sub-consultant of Professional shall permit the City to review and inspect the project activities and files at a reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed Three Million Dollars and Zero Cents, ($3,000,000.00), 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. The specified rate shall include full compensation to the Professional for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

The method of payment for this Agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The City will reimburse the Professional for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by Professional in performance of the work. Professional will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by Agreement amendment. In no event, will Professional be reimbursed for overhead costs at a rate that exceeds the City's approved overhead rate set forth in the approved Cost Proposal. In the event, The City determines that changed work from that specified in the approved Cost Proposal and Agreement is required; the actual costs reimbursable by the City may be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Section 2 of this article shall not be exceeded unless authorized by Agreement amendment.

For personnel subject to prevailing wage rates as described in California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

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

2.1 **Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall be formatted in accordance with Local Assistance Procedures and shall also 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.

2.6.1 Services-related travel and subsistence (per diem) expenses of Professional, and any and all of its subcontractors, claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Professional are in excess of DPA rates, Professional is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Professional on demand within thirty (30) days of such invoice.

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

2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 **Prompt Payment.**

2.10.1 Prompt Payment from Local Agency to Professional: The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Professional on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Professional, which accrues at the rate of 10 percent per annum on the principal

amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

(1) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The City must return any payment request deemed improper by the City to the Professional as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

2.10.2 Prompt Payment Certification: For projects awarded on or after September 1, 2023: the Professional must now submit Exhibit 9-P to the City administering the contract by the 15th of the month following the month of any payment(s). If the Professional does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for all firms, and address any prompt payment issues until the end of the project.

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. Professional agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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

5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any 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 and all of Professional's subcontractors, as applicable, 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, and federal executive orders. 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 including 31 U.S.C. Chapter 38 relating to False Claims and Statements.

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.

7.6 **Safety.**

7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

7.6.2 Pursuant to the authority contained in Vehicle Code §591, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably

necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

7.6.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

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.**

8.3.1 The Parties may amend this Agreement only by a writing signed by all the Parties.

8.3.2 This Agreement may be amended or modified only by mutual written agreement of the parties.

8.3.3 Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.3.4 There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by City's Contract Administrator.

8.4 Assignment and Subcontracting.

8.4.1 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.

8.4.2 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subconsultants, and no subagreement shall relieve the Agreement of its responsibilities and obligations hereunder. The Agreement agrees to be as fully responsible to the City for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Agreement. The Agreement 's obligation to pay its Subconsultants is an independent obligation from the City 's obligation to make payments to the Agreement.

8.4.3 The Professional shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Administrator, except that which is expressly identified in the Professional's approved Cost Proposal.

8.4.4 Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

8.4.5 Professional shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Professional by the City.

8.4.6 Any substitution of Subconsultants must be approved in writing by the City Contract Administrator in advance of assigning work to a substitute Subconsultant.

8.4.7 Prompt Progress Payment: Professional or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Professional on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Professional or subconsultant to a subconsultant, Professional or subconsultant

may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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

8.4.8 Prompt Payment of Withheld Funds to Subconsultants: The City may hold retainage from Professional and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to Professional based on these acceptances. The City shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by Professional or subconsultant to a subconsultant.

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

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

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.

8.7 **Temporary Suspension.** The City may temporarily suspend this Agreement, at no additional cost to the City, proved that the Consultant is given written notice (delivered certified mail, return receipt requested) of temporary suspension. If the City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under the Agreement. A temporary suspension may be issued concurrent with the notice of termination.

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.

Professional and any subconsultants shall permit the City, the State, and the FHWA if federal participating funds are used in this Agreement to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

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

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

9.4 **Financial Management System and Records.** Professional, and any and all of Professional's subcontractors, shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Services costs and matching funds by line item for the Services. The financial management system of Professional, and any and all of Professional's subcontractors, shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by the City or the State.

9.5 **Backup documentation**. Professional must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Professional. Professional agrees to submit supporting backup documentation with invoices if requested by City or the State. Acceptable backup documentation includes, but is not limited to, City's progress payment/s to Professional, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs incurred pursuant to the Services.

9.6 **Audit Review Procedures.**

9.6.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.

9.6.2 Not later than thirty (30) calendar days after issuance of the final audit report, Professional may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

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

9.6.4 Professional and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Professional's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Professional and approved by City Contract Administrator to conform to the audit or review recommendations. Professional agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Professional to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

9.6.5 Professional's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Professional and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Professional to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

(1) During IOAI's review of the ICR audit work papers created by the Professional's independent CPA, IOAI will work with the CPA and/or Professional toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant

approval letter, City will reimburse the Professional at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI. Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

(2) If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Professional to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Professional's and/or the independent CPA's revisions.

(3) If the Professional fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

(4) Professional may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Professional must submit the final invoice to the City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Professional, either as a prime or subconsultant, with the same fiscal period ICR.

Section 10. FUNDING PROVISIONS.

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

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

(a) No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Professional to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Professional shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

10.1.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

10.2 Statement of Compliance.

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

10.2.2 During the performance of this Contract, Professional and all subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Professional and all subcontractors shall insure that the evaluation and

treatment of their employees and applicants for employment are free from such discrimination and harassment.

10.2.3 Professional and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-ij et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-n, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

10.2.4 Professional shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

10.2.5 Professional and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

10.2.6 Professional shall include the nondiscrimiation and compliance provisions of this clause in all subcontracts to perform work under this agreement.

10.2.7 The Professional, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

10.2.8 The Professional shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Professional shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

10.2.9 Professional, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against

anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

10.2.10 Title VI Assurances (Appendix A): During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Professional) agrees as follows:

A. Compliance with Regulations: Professional shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

B. Nondiscrimination: Professional, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Professional shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Professional for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Professional of the Professional's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Professional shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Professional is in the exclusive possession of another who fails or refuses to furnish this information, Professional shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Professional has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Professional's noncompliance with the nondiscrimination provisions of this agreement,

the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to Professional under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
(2) cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Professional shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

10.2.11 Pertinent Non-Discrimination Authorities (Appendix E). Professional and all of Professional's subcontractors agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and Ill of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. To the extent required by law, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. To the extent required by law, Executive Order 13166 Re, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

10.3 **Rebates, Kickbacks or other Unlawful Consideration.** Professional warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful

consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

10.4 Debarment and Suspension Certification.

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

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

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

10.5 Evaluation of Professional. Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

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

10.7 Equipment Purchase.

10.7 .1 Prior authorization in writing, by City's Contract Administrator shall be required before Professional enters into any unbudgeted purchase order, or subcontract

exceeding $5,000 for supplies, equipment, or Professional services. Professional shall provide an evaluation of the necessity or desirability of incurring such costs.

10.7.2 For purchase of any item, service or consulting work not covered in Professional's Cost Proposal and exceeding $5,000 prior authorization by City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

10.7.3 Any equipment purchased as a result of this contract is subject to the following: (1) "Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Professional may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Professional elects to keep the equipment, fair market value shall be determined at Professional's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City; and (2) Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

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

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

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

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

10.9 Cost Principles.

10.9.1 Professional agrees that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Services cost items

10.9.2 Professional agrees to comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and Federal regulations

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

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

10.10 [INTENTIONALLY OMITTED].

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

10.12 Funding Requirements.

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

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

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

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

10.13 State Prevailing Wage Rates.

10.13.1 No Professional or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

10.13.2 The Professional shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

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

10.13.4 Payroll Records:

(1) Each Professional and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Professional or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

(2) The payroll records enumerated under paragraph (1) above shall be certified as correct by the Professional under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representatives at all reasonable hours at the principal office of the Professional. The Professional shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Professional.
c. The public shall not be given access to certified payroll records by the Professional. The Professional is required to forward any requests for certified payrolls to the City Contract Administrator by both email and regular mail on the business day following receipt of the request.

(3) Each Professional shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

(4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Professional or Subconsultant performing the work shall not be marked or obliterated.

(5) The Professional shall inform City of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

(6) The Professional or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Professional or

Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments then due. Professional is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

10.13.5 When prevailing wage rates apply, the Professional is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Administrator.

10.13.6 Penalty:

(1) The Professional and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Professional and any Subconsultant shall forfeit to the City a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Professional or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

(2) The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Professional or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Professional or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Professional or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Professional or Subconsultant had knowledge of the obligations under the Labor Code. The Professional is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

(3) In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Professional or Subconsultant.

(4) If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Professional of the project is not liable for the penalties described above unless the

Professional had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Professional fails to comply with all of the following requirements:

a. The Agreement executed between the Professional and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Professional shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Professional shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Professional shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

(5) Pursuant to Labor Code §1775, City shall notify the Professional on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

(6) If City determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Professional shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

10.13.7 Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Professional shall forfeit, as a penalty to the City, twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the Professional or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more

than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

10.13.8 Employment of Apprentices:

(1) Where either the prime Agreement or the subagreement exceeds thirty thousand dollars ($30,000), the Professional and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

(2) Professional 's and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Professional and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Professional is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

10.14 Claims filed by City's Construction Contractor.

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

10.14.2 Professional's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City.

10.14.3 Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Professional's personnel services under this Agreement.

10.14.4 Services of Professional's personnel in connection with City's construction contractor claims will be performed pursuant to a written contract amendment, if

necessary, extending the termination date of this Agreement in order to resolve the construction claims.

10.15 Confidentiality of Data

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

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

10.15.3 Professional shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

10.15.4 Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt City's written permission.

10.15.5 Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

10.15.6 All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity, other than City, Caltrans, and/or FHWA. All of the materials prepared or assembled by Professional pursuant to performance of this Contract are confidential and Professional agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Professional or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Professional for any damages caused by Professional releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

Section 11 MISCELLANEOUS PROVISIONS.

11.1 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.

11.2 **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.

11.3 **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.

11.4 **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.

11.5 **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.

11.6 **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.

11.7 **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.

11.8 **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.

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

11.10 **Notices.** Any written notice to Professional shall be sent to:
Howard Zabell, PE, Vice President
Dewberry Engineers Inc.
11060 White Rock Rd, Suite 200
Rancho Cordova, CA 95670
Email Address (for Insurance Update Requests)

_____

Any written notice to City shall be sent to:
Jonathan Lujano
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

11.11 **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.

11.12 **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.

11.13 **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 first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date: _____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date: _____

PROFESSIONAL

_____
Howard Zabell, PE, Vice President

Date: _____

EXHIBIT A

SCOPE OF SERVICES

1.0 SCOPE OF WORK

Rancho Cordova Public Works (City) is soliciting Statements of Qualification (SOQs) from qualified firms to select up to two firms to provide construction management, construction inspection, materials sampling and testing, and laboratory services on an on-call basis for various projects in the City of Rancho Cordova. The Consultant shall perform services in accordance with the latest Caltrans, Sacramento County and City standards, the State Local Assistance Procedures Manual, and other appropriate documents.

The selected consultant will be expected to manage and control costs and resources, 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). The following tasks area suggested breakdown of Project tasks and should be incorporated into the fee schedule under the appropriate activities.

1.1. PROJECT TASKS

For each specific construction project the selected Consultant shall be issued a Task Order. The selected 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 Task Order shall detail the tasks required, schedule, and projected costs. The costs will be based on the specified rates of compensation in the Agreement. The City shall confer with the Consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

specific services anticipated to be included are as follows:

1.2. OVERVIEW

The Consultant shall provide construction administration of the project to facilitate the ongoing construction efforts. At a minimum the Consultant shall:

- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.
- Provide labor compliance services including, but not limited, to monitoring contractor compliance with applicable labor laws.
- Ensure compliance with Contractor's DBE requirements. Based on the US DOT IFR this will be an optional task if DBE requirements are required at the time of the construction solicitation.

- Provide administrative, management and related services as required to coordinate the work of the Contractor, to complete the project in accordance with contract documents, State regulations and in accordance with the City's objectives for cost, time and quality.

- Coordinate with the City, Caltrans and all other involved agencies to obtain and comply with all required permits.

- Prepare all ongoing documentation, testing and other administration associated with the project funding.

- Review the construction schedule, including activity sequences and durations, schedule of submittals and schedule of delivery for products with long lead-time. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.

- Prepare a cost control program. Provide continuous monitoring of the approved estimate of construction cost, showing actual costs for activities in progress and estimates for incomplete tasks. Identify variances between actual and budgeted or estimated costs and advise the City whenever projected costs exceed budgets or estimates.

- Recommend necessary or desirable changes in the construction Contractor's scope of work to the City, review and evaluate Contractor's request for changes, assist in negotiating Contractor's proposals, submit recommendations to the City supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.

- Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

- Develop and implement procedures for the review and processing of applications by Contractor for progress and final payments. Make recommendations for certification to the City for payment.

- Consult with the Design Engineer and the City if the Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.

- Manage any utility work to be performed by utility agencies (work not part of Contractor's responsibilities).

1.3. RESIDENT ENGINEER/ASSISTANT RESIDENT ENGINEER

The Resident Engineer/Assistant Resident Engineer shall be responsible for the construction contract administration and shall ensure that the performance of assigned work complies with the requirements of the plans, specifications, and City standards. The Consultant may propose one or two staff persons, as they see fit, to provide the duties described herein. The essential duties of the Resident Engineer/Assistant

Resident Engineer shall include, but not limited to, the following:

- Coordination with other Consultants
- Conduct pre-construction conference and periodic construction progress meetings
- Coordinate utility work
- Community Outreach including preparing and distributing notices.
- Grant administration including periodic reporting to granting agency.
- Attend pre-construction conference and periodic construction progress meetings including, but not limited to, preparation of agendas and meeting minutes.
- Monitor the contractor's operations.
- Analyze the plans, estimates, and preliminary quantity calculations, and determine if the estimated quantities cover all contemplated work items.
- Study the environmental permits or approvals.
- Coordinate required testing stated in the specifications and special inspections as necessary
- Ensure that the contractor complies with the DBE Program Plan. (Based on the US DOT IFR this will be an optional task if DBE requirements are required at the time of the construction solicitation).
- Assist the Labor Compliance Officer with administering labor compliance requirements.
- Prepare a monthly Project Progress Report, outlining at a minimum, accomplishments since the prior Project Progress Report; current status of Project performance such as cost and schedule performances; progress toward resolution of previously identified problems; problems or potential problems since the prior Project Progress Report, planned corrective actions; and milestones expected to be reached during the next reporting period. Each Project Progress Report shall also include photographs taken during the reporting period.
- Ensure the contractor complies with all contract requirements.
- Call for required tests to ensure work quality in conformance with the City's Quality Assurance Program (QAP).
- Keep complete, accurate, and concise records (daily reports) of the work and quantities measured for payment.
- Keep the City informed of work progress and problems.

- Respond to any contractor questions about plans and specifications.

- Work effectively by knowing construction methods and inspection techniques.

The aforementioned duties are essential and shall not be considered as a comprehensive list of duties for the resident engineer/assistant resident engineer. Full details of the responsibilities and duties of the Resident Engineer/Assistant Resident Engineer are discussed in the California Department of Transportation (Caltrans) Construction Manual, Local Assistance Procedures Manual, and Surveys Manual.

The Resident Engineer shall be a licensed professional civil engineer. It is preferred that the Resident Engineer be a Qualified Storm Water Pollution Prevention Plan Developer (QSD) or Qualified Storm Water Pollution Prevention Plan Practitioner (QSP), as certified by the California Stormwater Quality Association (CASQA)/California Construction General Permit Training Team certification due to the essential duties listed on the Request for Qualifications.

The Assistant Resident Engineer, is not required to be registered, however, if not registered, they must be working under the supervision of a registered engineer.

1.4. LABOR COMPLIANCE ADMINISTRATION SERVICES

The Labor Compliance Officer shall perform administration of the labor compliance to enforce the contract's provisions and ensure that all labor compliance requirements are performed and documented in the Project file. The essential duties of the Labor Compliance Officer shall include, but not be limited to the following:

- Participate in pre-construction conference and periodic construction progress meetings, as needed.

- Review Resident Engineer's daily reports, which note employees, labor classifications, hours worked, and equipment working on the Project.

- Conduct spot interviews with employees on the Project.

- Maintain written evidence of apprentices employed on the Project.

- Ensure that the contractor submits certified payrolls and/or owner operator listings for their work and from all subcontractors or equipment rental companies who perform work on the Project.

- Spot checking the payrolls or listings to ensure that, at the least, applicable Davis-Bacon or State prevailing wage rates are paid.

- Cross check reports, interviews, and payrolls and wage rates in order to determine the contractor's and subcontractor's compliance. Compare all force account or day labor work to certified payrolls.

- Ensure that the contractor posts all specified posters, notices, wage determinations, etc. at the job site.

- In concurrence with the Resident Engineer, apply necessary sanctions against the contractor for

failure to submit payrolls or noncompliance with the labor standard requirements.

- Reporting any apparent violation of state or federal labor requirements to the Resident Engineer, immediately upon discovery.

The aforementioned duties are essential and shall not be considered as a comprehensive list of duties. Full details of the responsibilities and duties of the Labor Compliance Officer are discussed in the California Department of Transportation (Caltrans) Construction Manual, and Local Assistance Procedures Manual.

1.5. CONSTRUCTABILITY REVIEW

The purpose of constructability reviews during project development is to ensure that projects are biddable, buildable, cost-effective and maintainable. Constructability reviews involve the optimum use of construction knowledge and experience in the planning and development of a project.

One of the primary goals of constructability reviews is to foster a greater level of involvement by construction personnel during project planning and development. The Regional/Resident/Maintenance Engineers and staff are key providers of comments on constructability issues throughout the project development process.

Waiting to conduct constructability reviews in the late stages of design is not effective. By project end, significant resources have been expended in developing the design. Plan changes at this late stage are costly to implement, have a significant effect on the project schedule and may conflict with long established approved permits and commitments. It is imperative that knowledgeable construction people are involved early in planning and development.

Deliverables:

- One copy of the final Constructability Review including plan mark ups

1.6. PROJECT BIDDING SUPPORT

Consultant shall be available to assist with any require Request for Information (RFI's) during Project bidding. The City utilizes and electronic procurement software to analyze bids. The Consultant shall be available to perform an overview of the submitted bids. The City will prepare the bid solicitation, manage the process, and draft the agreement. This task includes high level support.

1.7. DOCUMENTATION OF PRE-CONSTRUCTION CONDITIONS

Consultant shall document pre-construction conditions using photographs, written notes, and video. The entire site shall be video recorded prior to construction. Special or sensitive areas shall be noted and extra documentation may be required.

Deliverables:

- Copies of all documentation, including photographs, notes and video

1.8. DOCUMENTATION AND RECORD KEEPING

The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress and contractual obligations. The Consultant shall provide at a minimum the services below:

- Verify that all required certificate of bonds and insurance have been received from the Contractor and forwarded to the City for approval.

- Maintain at the project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which are relevant to the contract work.

- During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.

- A detailed photographic history of all phases of the project shall be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time and items of interest. The photographs shall be maintained in an album and the photographs shall be indexed for ease of retrieval. Photos shall also be taken of the following:

    - Barricade placement.

    - Disputed work items.

    - Work that has to be duplicated, replaced, or removed.

    - Completed work.

    - Extra work.

1.9. MEETINGS

Consultant shall prepare for and conduct weekly construction progress meetings to discuss such matters as procedures, progress, problems and scheduling and any other required meetings between the Contractor, City, the Design Engineer and any agencies related to the project. Consultant shall take minutes of the meetings and distribute them to attendees within one week of the meeting. Meetings shall be held at the offices of the City of Rancho Cordova Department of Public Works or at a mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- Pre-construction meeting with City and all applicable parties related to the project.

- Weekly meetings with City and all applicable parties related to the project.
- Any meetings necessary to immediately resolve project issues related to scope, cost, schedule, etc.
- Meeting agendas and minutes.

1.10. SUBMITTALS AND CLARIFICATIONS

The Consultant shall issue documented clarifications and interpretations of the Project Plans and Specifications in response to requests for information (RFI) by the Contractor. The Consultant shall notify the City of any clarifications or interpretations that may result in a change order. The Consultant shall also accept and process submittals, including but not limited to shop drawings, product data, and product samples. The Consultant shall review any submittals deemed appropriate by the City. Submittals requiring review by the Design Engineer shall be logged and transmitted for formal review. Consultant shall be responsible to see that all submittals are reviewed and returned in a timely manner.

Deliverables:

- Copies of submittals
- Copies of all documentation for clarification and interpretation of the Project Plans and Specifications

1.11. QUALITY ASSURANCE

The selected Consultant shall provide Construction Managers (hereinafter referred to as “CM”), licensed as Professional Civil Engineer Registered in the State of California, for a wide range of services including but not limited to: administration, project inspection, quality assurance, materials testing, safety, claims mitigation, document control, labor compliance, construction management and constructability review. The CM shall qualify and act as the City’s Resident Engineer in accordance with state and federal requirements

The CM shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the City, to assure that the work performed and materials furnished are in accordance with the contract documents. The CM shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the City and appropriate parties for resolution.

The CM shall review and follow the City's Quality Assurance Program (QAP) to provide assurance that the materials incorporated into construction projects are in conformance with the contract specifications. This QAP is intended to be used for routine Federal-aid and other designated projects, such as projects located off the National Highway System (NHS) within the City of Rancho Cordova. Projects on the NHS and State Highway System (SHS) must follow Caltrans QAP that meets federal requirements. Projects off the SHS, the City may adopt the Caltrans QAP described above or may develop their own QAP conforming with the requirements of the QAP Manual and FHWA regulation.

1.12. FIELD INSPECTION

Consultant shall provide experienced and qualified field inspectors (who are acceptable to the City) to observe/inspect the Contractor's construction work on a daily basis. The Inspector shall inspect all constructed facilities prior to burial and observe all tests required to be performed by the Contractor or referenced in the Project Plans and Specifications. Field inspectors shall monitor the Contractor's performance for adherence to project plans and specifications, construction quality, cost, and schedule and shall enforce, either approving or rejecting the Contractor's work in accordance with the requirements of applicable Contract Documents. Inspectors will review the safety programs developed by the Contractor as required by the contract documents and monitor the Contractor's compliance. Depending on the scope of the project, individual inspectors shall have inspection experience that includes, but is not limited to, the following areas:

1. General site preparation including clearing, grubbing, and mass grading. Environmentally sensitive issues such as wetland preservation/mitigation, tree protection, tree removal and mitigation, water quality management, and erosion control construction and monitoring.

2. Underground construction that includes wet and dry utilities, shoring, canals, detention ponds, etc.

3. New road construction, existing road widening and improvements including subgrade, structural section and paving, knowledge of bridge construction inspection, and pier construction and placement.

4. Other experience applicable to the project.

Daily inspection reports and diaries of Contractor's construction activities shall be prepared and made available to the City on the following day. Daily inspection reports shall include, at a minimum, the following information: Contractor's activities, weather conditions, discussions with the Contractor, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice. The Consultant shall document special situations by photograph or video accompanied with a written description. Consultant shall document any defective work until it is repaired to the Consultant's and City's satisfaction and quality of work is in accordance with the contract documents.

The Consultant shall prepare and submit a written weekly report to the City describing updates of the project progress, summaries of work performed including percent of work completed, work activities behind schedule, any community relations issues and defective work. All outstanding deficiencies shall also be noted in the weekly report until resolved or settled.

Deliverables:

- Daily Inspection Reports
- Weekly Reports

1.13. TESTING

Consultant shall provide, coordinate, and monitor all field and laboratory testing of soils, backfill, asphalt concrete, Portland cement concrete, and other testing required by law or the Project Plans and Specifications. Consultant(s) shall perform all testing work with certified technicians including, but not limited to, Caltrans certifications. All Consultant(s) laboratory facilities shall be certified to perform the respective tests according to the Caltrans Quality Assurance Program Manual for use by Local Agencies and shall be approved by the City. Consultant shall review results of tests, forward copies of the results to the City as part of the weekly reports, and work with the Contractor to resolve deficiencies. All test procedures will be in accordance with the latest Caltrans Test Methods and the City of Rancho Cordova Specifications.

Deliverables:

- Copies of all testing results

1.14. OTHER TASKS

As part of the inspections and construction administration activities, the Consultant shall include the tasks listed below as part of the overall project activities as listed in the professional services agreement:

1. Consultant shall monitor Contractor's coordination with various utility companies.

2. Consultant shall inspect traffic control and erosion control measures as often as necessary to assure activities are in accordance with the Contract documents and State regulations.

3. Consultant shall provide topographic survey and construction staking services upon request from City.

4. Consultant shall notify the City immediately of any errors or omissions that are found on the plans and specifications during construction.

5. Consultant shall enforce the requirements of the California Labor Code as they pertain to the project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications.

6. Consultant shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

1.15. PROJECT CLOSEOUT

The Consultant shall submit to the City's Representative the following close out items:

1. The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction of this project.

2. All records, maps, and plans maintained by the Consultant during construction.

3. All approved shop drawings, submittals and manufacturers' literature maintained by the Consultant during the construction project.

4. One complete set of annotated project progress photographs bound chronologically and video recordings taken before and during construction.

5. One set of record drawings of as-built changes in neat red pencil.

6. Project Closeout file from Consultant Software.

1.16. WARRANTY INSPECTION

The Consultant shall provide a warranty inspection prior to the warranty expiration date. The Consultant will submit a copy of the warranty report to the City.

1.17. LOCAL AGENCY OBLIGATIONS

All plans, specifications and data applicable to the projects and in possession of the City of Rancho Cordova are to be made available to the Consultant. The City will assign a City Project Manager for all projects associated with this RFQ to assist/direct the Consultant.

1.18. PROJECT RECORD KEEPING - ELECTRONIC PROJECT/CONSTRUCTION MANAGEMENT SOFTWARE

Consultant shall provide a software program for electronic project record keeping. The program shall be able to record daily progress, problems, transmittals, submittals, requests for information, project documents, inspection logs, change orders and all general correspondences. The program shall be accessed in the field through a computer, cell phone and tablets and the inspector shall have cell or internet coverage at the project site. The Consultant shall provide information on the proposed software program as part of the RFQ response.

1.19. DEPARTMENT OF INDUSTRIAL RELATIONS – SB 854 COMPLIANCE

Consultant shall comply with the Public Works Contractor Registration Law – SB 854 as required by the Department of Industrial Relations.

1.20. FINAL COMPLETION & ACCEPTANCE

After the project is substantially complete, the Consultant shall schedule a walk through with the City, request input from all other City Departments needed to prepare a "punch list" of incomplete or unsatisfactory items and submit the list to the Contractor. Once all work is satisfactorily complete, the Consultant shall deliver a statement to the City indicating that to the best of the Consultant's knowledge

and belief, after diligent investigation including satisfaction of its other obligations under the agreement, the project has been completed in accordance with the Project Plans and Specifications and the Consultant recommends acceptance of the project by the City. The Consultant shall submit the Final Progress Pay Estimate signed by the Contractor.

Deliverables:

- Copies of the Project punchlist
- Copies of the Final Progress Pay Estimate

EXHIBIT B

COMPENSATION SCHEDULE

[See attached Consultant Compensation Schedule]

COST PROPOSAL 2 Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** [x] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Federal Construction Management Services Contract No. Pre-Qualified List of Consultants Participation Amount $ _____ Date 4/17/2026

For Combined Rate

Fringe Benefit % + General & Administrative% + Overhead = Combined ICR %

Facilites Capital Cost of Money = Combined ICR %

OR

For Home Office

Fringe Benefit % + General & Administrative% + Overhead = **162.73%** Home Office ICR %

For Field Office

Fringe Benefit % + General & Administrative% + Overhead = **139.26%** Field Office ICR %

FEE % = **12%**

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. Hourly Rate [4]	% or $ increase	Hourly Range- for Classification Only		Billing Rate Range for Classification Only	
Howard Zabell*	$361.76	$361.76	$361.76	7/1/2025	6/30/2026	$135.00	0.00%	NA	NA	NA	NA
PRINCIPAL	$379.85	$379.85	$379.85	7/1/2026	6/30/2027	$141.75	5.00%	NA	NA	NA	NA
Project Manager	$398.84	$398.84	$398.84	7/1/2027	6/30/2028	$148.84	5.00%	NA	NA	NA	NA
	$418.78	$418.78	$418.78	7/1/2028	6/30/2029	$156.28	5.00%	NA	NA	NA	NA
	$439.72	$439.72	$439.72	7/2/2029	6/30/2030	$164.09	5.00%	NA	NA	NA	NA
Kyle Cameron*	$257.33	$257.33	$257.33	7/1/2025	6/30/2026	$96.03	0.00%	NA	NA	NA	NA
CONSTRUCTION PROFESSIONAL V	$270.20	$270.20	$270.20	7/1/2026	6/30/2027	$100.83	5.00%	NA	NA	NA	NA
Resident Engineer/Structures Rep	$283.71	$283.71	$283.71	7/1/2027	6/30/2028	$105.87	5.00%	NA	NA	NA	NA
	$297.89	$297.89	$297.89	7/1/2028	6/30/2029	$111.17	5.00%	NA	NA	NA	NA
	$312.79	$312.79	$312.79	7/2/2029	6/30/2030	$116.73	5.00%	NA	NA	NA	NA
Said Najafi (Straight)***	$250.53			7/1/2025	6/30/2026	$93.49	0.00%	NA	NA	NA	NA
INSPECTOR VI **	$263.05			7/1/2026	6/30/2027	$98.16	5.00%	NA	NA	NA	NA
Construction Inspector	$276.20			7/1/2027	6/30/2028	$103.07	5.00%	NA	NA	NA	NA
***Rates to be charged in accordance with	$290.01			7/1/2028	6/30/2029	$108.23	5.00%	NA	NA	NA	NA
Prevailing Wage Rates at time of work***	$304.52			7/2/2029	6/30/2030	$113.64	5.00%	NA	NA	NA	NA
Said Najafi (1.5 OT)***		$297.27		7/1/2025	6/30/2026	$110.93	0.00%	NA	NA	NA	NA
INSPECTOR VI **		$312.13		7/1/2026	6/30/2027	$116.48	5.00%	NA	NA	NA	NA
Construction Inspector		$327.74		7/1/2027	6/30/2028	$122.30	5.00%	NA	NA	NA	NA
***Rates to be charged in accordance with		$344.13		7/1/2028	6/30/2029	$128.42	5.00%	NA	NA	NA	NA
Prevailing Wage Rates at time of work***		$361.33		7/2/2029	6/30/2030	$134.84	5.00%	NA	NA	NA	NA

COST PROPOSAL 2 Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** [x] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Federal Construction Management Services Contract No. Pre-Qualified List of Consultants Participation Amount $ _____ Date 4/17/2026

Said Najafi (2.0 OT)***			$344.02	7/1/2025	6/30/2026	$128.38	0.00%	NA	NA	NA	NA
INSPECTOR VI **			$361.22	7/1/2026	6/30/2027	$134.80	5.00%	NA	NA	NA	NA
Construction Inspector			$379.28	7/1/2027	6/30/2028	$141.54	5.00%	NA	NA	NA	NA
***Rates to be charged in accordance with			$398.24	7/1/2028	6/30/2029	$148.61	5.00%	NA	NA	NA	NA
Prevailing Wage Rates at time of work***			$418.15	7/2/2029	6/30/2030	$156.04	5.00%	NA	NA	NA	NA
Raymond Tunkel (Straight)***	$254.22			7/1/2025	6/30/2026	$94.87	0.00%	NA	NA	NA	NA
INSPECTOR VI **	$266.93			7/1/2026	6/30/2027	$99.61	5.00%	NA	NA	NA	NA
Construction Inspector	$280.28			7/1/2027	6/30/2028	$104.59	5.00%	NA	NA	NA	NA
***Rates to be charged in accordance with	$294.30			7/1/2028	6/30/2029	$109.82	5.00%	NA	NA	NA	NA
Prevailing Wage Rates at time of work***	$309.01			7/2/2029	6/30/2030	$115.32	5.00%	NA	NA	NA	NA
Raymond Tunkel (1.5 OT)***		$301.66		7/1/2025	6/30/2026	$112.57	0.00%	NA	NA	NA	NA
INSPECTOR VI **		$316.74		7/1/2026	6/30/2027	$118.20	5.00%	NA	NA	NA	NA
Construction Inspector		$332.58		7/1/2027	6/30/2028	$124.11	5.00%	NA	NA	NA	NA
***Rates to be charged in accordance with		$349.21		7/1/2028	6/30/2029	$130.32	5.00%	NA	NA	NA	NA
Prevailing Wage Rates at time of work***		$366.67		7/2/2029	6/30/2030	$136.83	5.00%	NA	NA	NA	NA
Raymond Tunkel (2.0 OT)***			$349.09	7/1/2025	6/30/2026	$130.27	0.00%	NA	NA	NA	NA
INSPECTOR VI **			$366.55	7/1/2026	6/30/2027	$136.79	5.00%	NA	NA	NA	NA
Construction Inspector			$384.88	7/1/2027	6/30/2028	$143.63	5.00%	NA	NA	NA	NA
***Rates to be charged in accordance with			$404.12	7/1/2028	6/30/2029	$150.81	5.00%	NA	NA	NA	NA
Prevailing Wage Rates at time of work***			$424.33	7/2/2029	6/30/2030	$158.35	5.00%	NA	NA	NA	NA
To Be Determined	$397.24	$397.24	$397.24	7/1/2025	6/30/2026	$135.00	0.00%	$135.00	$135.00	$397.24	$397.24
PRINCIPAL	$417.11	$417.11	$417.11	7/1/2026	6/30/2027	$141.75	5.00%	$141.75	$141.75	$417.11	$417.11
	$437.96	$437.96	$437.96	7/1/2027	6/30/2028	$148.84	5.00%	$148.84	$148.84	$437.96	$437.96
	$459.86	$459.86	$459.86	7/1/2028	6/30/2029	$156.28	5.00%	$156.28	$156.28	$459.86	$459.86
Exempt/Hourly	$482.85	$482.85	$482.85	7/2/2029	6/30/2030	$164.09	5.00%	$164.09	$164.09	$482.85	$482.85
To Be Determined	$366.81	$366.81	$366.81	7/1/2025	6/30/2026	$124.66	0.00%	$115.56	$133.75	$340.04	$393.58
ENGINEER IX	$385.15	$385.15	$385.15	7/1/2026	6/30/2027	$130.89	5.00%	$121.34	$140.44	$357.04	$413.26
	$404.40	$404.40	$404.40	7/1/2027	6/30/2028	$137.43	5.00%	$127.40	$147.46	$374.89	$433.92
	$424.62	$424.62	$424.62	7/1/2028	6/30/2029	$144.30	5.00%	$133.77	$154.84	$393.63	$455.61
Exempt/Hourly	$445.86	$445.86	$445.86	7/2/2029	6/30/2030	$151.52	5.00%	$140.46	$162.58	$413.32	$478.39
To Be Determined	$316.59	$316.59	$316.59	7/1/2025	6/30/2026	$107.59	0.00%	$100.69	$114.49	$296.29	$336.89
ENGINEER VIII	$332.42	$332.42	$332.42	7/1/2026	6/30/2027	$112.97	5.00%	$105.73	$120.21	$311.10	$353.73
	$349.04	$349.04	$349.04	7/1/2027	6/30/2028	$118.62	5.00%	$111.01	$126.22	$326.66	$371.42
	$366.49	$366.49	$366.49	7/1/2028	6/30/2029	$124.55	5.00%	$116.56	$132.53	$342.99	$389.99
Exempt/Hourly	$384.81	$384.81	$384.81	7/2/2029	6/30/2030	$130.78	5.00%	$122.39	$139.16	$360.14	$409.49

COST PROPOSAL 2 Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** [x] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Federal Construction Management Services Contract No. Pre-Qualified List of Consultants Participation Amount $ _____ Date 4/17/2026

To Be Determined	$282.93	$282.93	$282.93	7/1/2025	6/30/2026	$96.15	0.00%	$87.06	$105.24	$256.17	$309.68
ENGINEER VII	$297.07	$297.07	$297.07	7/1/2026	6/30/2027	$100.96	5.00%	$91.41	$110.51	$268.98	$325.17
	$311.93	$311.93	$311.93	7/1/2027	6/30/2028	$106.01	5.00%	$95.98	$116.03	$282.43	$341.43
	$327.53	$327.53	$327.53	7/1/2028	6/30/2029	$111.31	5.00%	$100.78	$121.83	$296.55	$358.50
Exempt/Hourly	$343.90	$343.90	$343.90	7/2/2029	6/30/2030	$116.87	5.00%	$105.82	$127.92	$311.38	$376.42
To Be Determined	$246.22	$246.22	$246.22	7/1/2025	6/30/2026	$83.67	0.00%	$77.29	$90.06	$227.44	$265.00
ENGINEER VI	$258.53	$258.53	$258.53	7/1/2026	6/30/2027	$87.86	5.00%	$81.16	$94.56	$238.81	$278.25
	$271.45	$271.45	$271.45	7/1/2027	6/30/2028	$92.25	5.00%	$85.21	$99.29	$250.75	$292.16
	$285.03	$285.03	$285.03	7/1/2028	6/30/2029	$96.86	5.00%	$89.48	$104.25	$263.29	$306.77
Exempt/Hourly	$299.28	$299.28	$299.28	7/2/2029	6/30/2030	$101.71	5.00%	$93.95	$109.46	$276.45	$322.10
To Be Determined	$208.98	$208.98	$208.98	7/1/2025	6/30/2026	$71.02	0.00%	$64.22	$77.82	$188.97	$228.99
ENGINEER V	$219.43	$219.43	$219.43	7/1/2026	6/30/2027	$74.57	5.00%	$67.43	$81.71	$198.42	$240.44
	$230.40	$230.40	$230.40	7/1/2027	6/30/2028	$78.30	5.00%	$70.80	$85.80	$208.34	$252.46
	$241.92	$241.92	$241.92	7/1/2028	6/30/2029	$82.21	5.00%	$74.34	$90.09	$218.76	$265.08
Exempt/Hourly	$254.02	$254.02	$254.02	7/2/2029	6/30/2030	$86.32	5.00%	$78.06	$94.59	$229.70	$278.34
To Be Determined	$196.12	$196.12	$196.12	7/1/2025	6/30/2026	$66.65	0.00%	$61.39	$71.91	$180.64	$211.60
ENGINEER IV	$205.92	$205.92	$205.92	7/1/2026	6/30/2027	$69.98	5.00%	$64.46	$75.50	$189.67	$222.18
	$216.22	$216.22	$216.22	7/1/2027	6/30/2028	$73.48	5.00%	$67.68	$79.28	$199.16	$233.28
	$227.03	$227.03	$227.03	7/1/2028	6/30/2029	$77.15	5.00%	$71.07	$83.24	$209.11	$244.95
Exempt/Hourly	$238.38	$238.38	$238.38	7/2/2029	6/30/2030	$81.01	5.00%	$74.62	$87.41	$219.57	$257.20
To Be Determined	$158.50	$158.50	$158.50	7/1/2025	6/30/2026	$53.87	0.00%	$47.71	$60.02	$140.39	$176.62
ENGINEER III	$166.43	$166.43	$166.43	7/1/2026	6/30/2027	$56.56	5.00%	$50.09	$63.02	$147.41	$185.45
	$174.75	$174.75	$174.75	7/1/2027	6/30/2028	$59.39	5.00%	$52.60	$66.18	$154.78	$194.73
	$183.49	$183.49	$183.49	7/1/2028	6/30/2029	$62.36	5.00%	$55.23	$69.48	$162.51	$204.46
Exempt/Hourly	$192.66	$192.66	$192.66	7/2/2029	6/30/2030	$65.47	5.00%	$57.99	$72.96	$170.64	$214.69
To Be Determined	$138.55	$138.55	$138.55	7/1/2025	6/30/2026	$47.08	0.00%	$41.61	$52.56	$122.44	$154.65
ENGINEER II	$145.47	$145.47	$145.47	7/1/2026	6/30/2027	$49.44	5.00%	$43.69	$55.19	$128.56	$162.39
	$152.75	$152.75	$152.75	7/1/2027	6/30/2028	$51.91	5.00%	$45.88	$57.94	$134.99	$170.51
	$160.39	$160.39	$160.39	7/1/2028	6/30/2029	$54.51	5.00%	$48.17	$60.84	$141.74	$179.03
Exempt/Hourly	$168.40	$168.40	$168.40	7/2/2029	6/30/2030	$57.23	5.00%	$50.58	$63.88	$148.83	$187.98
To Be Determined	$122.39	$122.39	$122.39	7/1/2025	6/30/2026	$41.59	0.00%	$36.01	$47.17	$105.97	$138.80
ENGINEER I	$128.51	$128.51	$128.51	7/1/2026	6/30/2027	$43.67	5.00%	$37.82	$49.53	$111.27	$145.74
	$134.93	$134.93	$134.93	7/1/2027	6/30/2028	$45.85	5.00%	$39.71	$52.00	$116.84	$153.02
	$141.68	$141.68	$141.68	7/1/2028	6/30/2029	$48.15	5.00%	$41.69	$54.60	$122.68	$160.67
Exempt/Hourly	$148.76	$148.76	$148.76	7/2/2029	6/30/2030	$50.55	5.00%	$43.78	$57.33	$128.81	$168.71

COST PROPOSAL 2 Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** [x] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Federal Construction Management Services Contract No. Pre-Qualified List of Consultants Participation Amount $ _____ Date 4/17/2026

To Be Determined	$210.88	$210.88	$210.88	7/1/2025	6/30/2026	$71.66	0.00%	$60.26	$83.07	$177.32	$244.44
TECHNICAL VI	$221.42	$221.42	$221.42	7/1/2026	6/30/2027	$75.25	5.00%	$63.27	$87.22	$186.18	$256.66
	$232.49	$232.49	$232.49	7/1/2027	6/30/2028	$79.01	5.00%	$66.44	$91.58	$195.49	$269.49
	$244.12	$244.12	$244.12	7/1/2028	6/30/2029	$82.96	5.00%	$69.76	$96.16	$205.27	$282.97
Exempt/Hourly	$256.32	$256.32	$256.32	7/2/2029	6/30/2030	$87.11	5.00%	$73.25	$100.97	$215.53	$297.12
To Be Determined	$178.86	$178.86	$178.86	7/1/2025	6/30/2026	$60.78	0.00%	$53.41	$68.16	$157.15	$200.56
TECHNICAL V	$187.80	$187.80	$187.80	7/1/2026	6/30/2027	$63.82	5.00%	$56.08	$71.57	$165.01	$210.59
	$197.19	$197.19	$197.19	7/1/2027	6/30/2028	$67.01	5.00%	$58.88	$75.15	$173.26	$221.12
	$207.05	$207.05	$207.05	7/1/2028	6/30/2029	$70.36	5.00%	$61.82	$78.90	$181.92	$232.18
Exempt/Hourly	$217.40	$217.40	$217.40	7/2/2029	6/30/2030	$73.88	5.00%	$64.92	$82.85	$191.02	$243.79
To Be Determined	$162.85	$162.85	$162.85	7/1/2025	6/30/2026	$55.34	0.00%	$49.98	$60.71	$147.07	$178.63
TECHNICAL IV	$170.99	$170.99	$170.99	7/1/2026	6/30/2027	$58.11	5.00%	$52.48	$63.74	$154.42	$187.56
	$179.54	$179.54	$179.54	7/1/2027	6/30/2028	$61.01	5.00%	$55.10	$66.93	$162.14	$196.94
	$188.52	$188.52	$188.52	7/1/2028	6/30/2029	$64.07	5.00%	$57.86	$70.27	$170.25	$206.78
Non-Exempt/Hourly	$197.94	$197.94	$197.94	7/2/2029	6/30/2030	$67.27	5.00%	$60.75	$73.79	$178.76	$217.12
To Be Determined	$152.79	$152.79	$152.79	7/1/2025	6/30/2026	$51.93	0.00%	$44.21	$59.64	$130.09	$175.49
TECHNICAL III	$160.43	$160.43	$160.43	7/1/2026	6/30/2027	$54.52	5.00%	$46.42	$62.62	$136.60	$184.27
	$168.45	$168.45	$168.45	7/1/2027	6/30/2028	$57.25	5.00%	$48.74	$65.75	$143.43	$193.48
	$176.88	$176.88	$176.88	7/1/2028	6/30/2029	$60.11	5.00%	$51.18	$69.04	$150.60	$203.16
Exempt/Hourly	$185.72	$185.72	$185.72	7/2/2029	6/30/2030	$63.12	5.00%	$53.74	$72.49	$158.13	$213.31
To Be Determined	$121.45	$121.45	$121.45	7/1/2025	6/30/2026	$41.27	0.00%	$33.56	$48.99	$98.74	$144.16
TECHNICAL II	$127.52	$127.52	$127.52	7/1/2026	6/30/2027	$43.34	5.00%	$35.23	$51.44	$103.68	$151.36
	$133.90	$133.90	$133.90	7/1/2027	6/30/2028	$45.50	5.00%	$37.00	$54.01	$108.86	$158.93
	$140.59	$140.59	$140.59	7/1/2028	6/30/2029	$47.78	5.00%	$38.85	$56.71	$114.31	$166.88
Non-Exempt/Hourly	$147.62	$147.62	$147.62	7/2/2029	6/30/2030	$50.17	5.00%	$40.79	$59.55	$120.02	$175.22
To Be Determined	$64.95	$64.95	$64.95	7/1/2025	6/30/2026	$22.07	0.00%	$18.05	$26.09	$53.11	$76.78
TECHNICAL I	$68.19	$68.19	$68.19	7/1/2026	6/30/2027	$23.17	5.00%	$18.95	$27.40	$55.77	$80.62
	$71.60	$71.60	$71.60	7/1/2027	6/30/2028	$24.33	5.00%	$19.90	$28.77	$58.56	$84.65
	$75.18	$75.18	$75.18	7/1/2028	6/30/2029	$25.55	5.00%	$20.90	$30.21	$61.49	$88.88
Non-Exempt/Hourly	$78.94	$78.94	$78.94	7/2/2029	6/30/2030	$26.83	5.00%	$21.94	$31.72	$64.56	$93.32
To Be Determined	$339.13	$339.13	$339.13	7/1/2025	6/30/2026	$115.25	0.00%	$86.73	$143.78	$255.20	$423.07
PROFESSIONAL IX	$356.09	$356.09	$356.09	7/1/2026	6/30/2027	$121.01	5.00%	$91.06	$150.96	$267.96	$444.22
	$373.89	$373.89	$373.89	7/1/2027	6/30/2028	$127.06	5.00%	$95.62	$158.51	$281.35	$466.43
	$392.59	$392.59	$392.59	7/1/2028	6/30/2029	$133.42	5.00%	$100.40	$166.44	$295.42	$489.75
Exempt/Hourly	$412.22	$412.22	$412.22	7/2/2029	6/30/2030	$140.09	5.00%	$105.42	$174.76	$310.19	$514.24

COST PROPOSAL 2 Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** [x] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Federal Construction Management Services Contract No. Pre-Qualified List of Consultants Participation Amount $ _____ Date 4/17/2026

To Be Determined	$299.46	$299.46	$299.46	7/1/2025	6/30/2026	$101.77	0.00%	$91.71	$111.83	$269.87	$329.05
PROFESSIONAL VIII	$314.43	$314.43	$314.43	7/1/2026	6/30/2027	$106.86	5.00%	$96.30	$117.42	$283.36	$345.50
	$330.16	$330.16	$330.16	7/1/2027	6/30/2028	$112.20	5.00%	$101.11	$123.29	$297.53	$362.78
	$346.66	$346.66	$346.66	7/1/2028	6/30/2029	$117.81	5.00%	$106.17	$129.45	$312.41	$380.92
Exempt/Hourly	$364.00	$364.00	$364.00	7/2/2029	6/30/2030	$123.70	5.00%	$111.48	$135.92	$328.03	$399.96
To Be Determined	$254.44	$254.44	$254.44	7/1/2025	6/30/2026	$86.47	0.00%	$80.64	$92.30	$237.28	$271.61
PROFESSIONAL VII	$267.16	$267.16	$267.16	7/1/2026	6/30/2027	$90.79	5.00%	$84.67	$96.92	$249.14	$285.19
	$280.52	$280.52	$280.52	7/1/2027	6/30/2028	$95.33	5.00%	$88.90	$101.76	$261.60	$299.45
	$294.55	$294.55	$294.55	7/1/2028	6/30/2029	$100.10	5.00%	$93.35	$106.85	$274.68	$314.42
Exempt/Hourly	$309.28	$309.28	$309.28	7/2/2029	6/30/2030	$105.10	5.00%	$98.01	$112.20	$288.41	$330.14
To Be Determined	$242.05	$242.05	$242.05	7/1/2025	6/30/2026	$82.26	0.00%	$71.86	$92.66	$211.46	$272.64
PROFESSIONAL VI	$254.16	$254.16	$254.16	7/1/2026	6/30/2027	$86.37	5.00%	$75.46	$97.29	$222.04	$286.27
	$266.86	$266.86	$266.86	7/1/2027	6/30/2028	$90.69	5.00%	$79.23	$102.15	$233.14	$300.59
	$280.21	$280.21	$280.21	7/1/2028	6/30/2029	$95.23	5.00%	$83.19	$107.26	$244.80	$315.62
Exempt/Hourly	$294.22	$294.22	$294.22	7/2/2029	6/30/2030	$99.99	5.00%	$87.35	$112.62	$257.04	$331.40
To Be Determined	$220.93	$220.93	$220.93	7/1/2025	6/30/2026	$75.08	0.00%	$66.03	$84.14	$194.29	$247.57
PROFESSIONAL V	$231.98	$231.98	$231.98	7/1/2026	6/30/2027	$78.84	5.00%	$69.33	$88.34	$204.01	$259.95
	$243.58	$243.58	$243.58	7/1/2027	6/30/2028	$82.78	5.00%	$72.80	$92.76	$214.21	$272.95
	$255.76	$255.76	$255.76	7/1/2028	6/30/2029	$86.92	5.00%	$76.44	$97.40	$224.92	$286.60
Exempt/Hourly	$268.54	$268.54	$268.54	7/2/2029	6/30/2030	$91.26	5.00%	$80.26	$102.27	$236.16	$300.93
To Be Determined	$180.83	$180.83	$180.83	7/1/2025	6/30/2026	$61.45	0.00%	$55.02	$67.88	$161.91	$199.75
PROFESSIONAL IV	$189.87	$189.87	$189.87	7/1/2026	6/30/2027	$64.53	5.00%	$57.78	$71.28	$170.01	$209.74
	$199.37	$199.37	$199.37	7/1/2027	6/30/2028	$67.75	5.00%	$60.66	$74.84	$178.51	$220.22
	$209.33	$209.33	$209.33	7/1/2028	6/30/2029	$71.14	5.00%	$63.70	$78.58	$187.43	$231.24
Exempt/Hourly	$219.80	$219.80	$219.80	7/2/2029	6/30/2030	$74.70	5.00%	$66.88	$82.51	$196.80	$242.80
To Be Determined	$160.05	$160.05	$160.05	7/1/2025	6/30/2026	$54.39	0.00%	$47.50	$61.28	$139.77	$180.32
PROFESSIONAL III	$168.05	$168.05	$168.05	7/1/2026	6/30/2027	$57.11	5.00%	$49.88	$64.34	$146.76	$189.34
	$176.45	$176.45	$176.45	7/1/2027	6/30/2028	$59.97	5.00%	$52.37	$67.56	$154.10	$198.80
	$185.27	$185.27	$185.27	7/1/2028	6/30/2029	$62.96	5.00%	$54.99	$70.94	$161.80	$208.74
Exempt/Hourly	$194.54	$194.54	$194.54	7/2/2029	6/30/2030	$66.11	5.00%	$57.74	$74.49	$169.89	$219.18
To Be Determined	$147.68	$147.68	$147.68	7/1/2025	6/30/2026	$50.19	0.00%	$41.80	$58.58	$123.00	$172.36
PROFESSIONAL II	$155.07	$155.07	$155.07	7/1/2026	6/30/2027	$52.70	5.00%	$43.89	$61.50	$129.15	$180.98
	$162.82	$162.82	$162.82	7/1/2027	6/30/2028	$55.33	5.00%	$46.09	$64.58	$135.61	$190.03
	$170.96	$170.96	$170.96	7/1/2028	6/30/2029	$58.10	5.00%	$48.39	$67.81	$142.39	$199.53
Exempt/Hourly	$179.51	$179.51	$179.51	7/2/2029	6/30/2030	$61.00	5.00%	$50.81	$71.20	$149.51	$209.50

COST PROPOSAL 2 Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** [x] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Federal Construction Management Services Contract No. Pre-Qualified List of Consultants Participation Amount $ _____ Date 4/17/2026

To Be Determined	$105.10	$105.10	$105.10	7/1/2025	6/30/2026	$35.72	0.00%	$30.40	$41.03	$89.45	$120.75
PROFESSIONAL I	$110.35	$110.35	$110.35	7/1/2026	6/30/2027	$37.50	5.00%	$31.92	$43.09	$93.93	$126.78
	$115.87	$115.87	$115.87	7/1/2027	6/30/2028	$39.38	5.00%	$33.52	$45.24	$98.62	$133.12
	$121.67	$121.67	$121.67	7/1/2028	6/30/2029	$41.35	5.00%	$35.19	$47.50	$103.55	$139.78
Non-Exempt/Hourly	$127.75	$127.75	$127.75	7/2/2029	6/30/2030	$43.41	5.00%	$36.95	$49.88	$108.73	$146.77
To Be Determined	$367.40	$367.40	$367.40	7/1/2025	6/30/2026	$137.10	0.00%	$129.21	$145.00	$346.24	$388.56
CONSTRUCTION PROFESSIONAL VII	$385.77	$385.77	$385.77	7/1/2026	6/30/2027	$143.96	5.00%	$135.67	$152.25	$363.55	$407.99
(Field Rate)	$405.06	$405.06	$405.06	7/1/2027	6/30/2028	$151.16	5.00%	$142.45	$159.86	$381.73	$428.38
	$425.31	$425.31	$425.31	7/1/2028	6/30/2029	$158.71	5.00%	$149.57	$167.86	$400.81	$449.80
Exempt/Hourly	$446.57	$446.57	$446.57	7/2/2029	6/30/2030	$166.65	5.00%	$157.05	$176.25	$420.85	$472.29
To Be Determined	$330.66	$330.66	$330.66	7/1/2025	6/30/2026	$123.39	0.00%	$111.79	$135.00	$299.55	$361.76
CONSTRUCTION PROFESSIONAL VI	$347.19	$347.19	$347.19	7/1/2026	6/30/2027	$129.56	5.00%	$117.38	$141.75	$314.53	$379.85
(Field Rate)	$364.55	$364.55	$364.55	7/1/2027	6/30/2028	$136.04	5.00%	$123.24	$148.84	$330.26	$398.84
	$382.78	$382.78	$382.78	7/1/2028	6/30/2029	$142.84	5.00%	$129.41	$156.28	$346.77	$418.78
Exempt/Hourly	$401.92	$401.92	$401.92	7/2/2029	6/30/2030	$149.99	5.00%	$135.88	$164.09	$364.11	$439.72
To Be Determined	$278.17	$278.17	$278.17	7/1/2025	6/30/2026	$103.81	0.00%	$97.61	$110.00	$261.58	$294.77
CONSTRUCTION PROFESSIONAL V	$292.08	$292.08	$292.08	7/1/2026	6/30/2027	$109.00	5.00%	$102.49	$115.50	$274.66	$309.51
(Field Rate)	$306.68	$306.68	$306.68	7/1/2027	6/30/2028	$114.45	5.00%	$107.62	$121.28	$288.39	$324.98
	$322.02	$322.02	$322.02	7/1/2028	6/30/2029	$120.17	5.00%	$113.00	$127.34	$302.81	$341.23
Exempt/Hourly	$338.12	$338.12	$338.12	7/2/2029	6/30/2030	$126.18	5.00%	$118.65	$133.71	$317.95	$358.29
To Be Determined	$246.68	$246.68	$246.68	7/1/2025	6/30/2026	$92.06	0.00%	$86.11	$98.00	$230.75	$262.61
CONSTRUCTION PROFESSIONAL IV	$259.01	$259.01	$259.01	7/1/2026	6/30/2027	$96.66	5.00%	$90.42	$102.90	$242.29	$275.74
(Field Rate)	$271.97	$271.97	$271.97	7/1/2027	6/30/2028	$101.49	5.00%	$94.94	$108.05	$254.40	$289.53
	$285.56	$285.56	$285.56	7/1/2028	6/30/2029	$106.57	5.00%	$99.68	$113.45	$267.12	$304.01
Exempt/Hourly	$299.84	$299.84	$299.84	7/2/2029	6/30/2030	$111.89	5.00%	$104.67	$119.12	$280.48	$319.21
To Be Determined	$215.19	$215.19	$215.19	7/1/2025	6/30/2026	$80.30	0.00%	$73.61	$87.00	$197.25	$233.13
CONSTRUCTION PROFESSIONAL III	$225.95	$225.95	$225.95	7/1/2026	6/30/2027	$84.32	5.00%	$77.29	$91.35	$207.11	$244.79
(Field Rate)	$237.25	$237.25	$237.25	7/1/2027	6/30/2028	$88.53	5.00%	$81.15	$95.92	$217.46	$257.03
	$249.11	$249.11	$249.11	7/1/2028	6/30/2029	$92.96	5.00%	$85.21	$100.71	$228.34	$269.88
Exempt/Hourly	$261.56	$261.56	$261.56	7/2/2029	6/30/2030	$97.61	5.00%	$89.47	$105.75	$239.75	$283.38
To Be Determined	$178.45	$178.45	$178.45	7/1/2025	6/30/2026	$66.59	0.00%	$59.19	$74.00	$158.60	$198.30
CONSTRUCTION PROFESSIONAL II	$187.37	$187.37	$187.37	7/1/2026	6/30/2027	$69.92	5.00%	$62.15	$77.70	$166.53	$208.21
(Field Rate)	$196.74	$196.74	$196.74	7/1/2027	6/30/2028	$73.42	5.00%	$65.25	$81.59	$174.86	$218.62
	$206.58	$206.58	$206.58	7/1/2028	6/30/2029	$77.09	5.00%	$68.52	$85.66	$183.60	$229.56
Exempt/Hourly	$216.91	$216.91	$216.91	7/2/2029	6/30/2030	$80.94	5.00%	$71.94	$89.95	$192.78	$241.03

COST PROPOSAL 2 Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** [x] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Federal Construction Management Services Contract No. Pre-Qualified List of Consultants Participation Amount $ _____ Date 4/17/2026

To Be Determined	$146.96	$146.96	$146.96	7/1/2025	6/30/2026	$54.84	0.00%	$49.68	$60.00	$133.14	$160.78
CONSTRUCTION PROFESSIONAL I	$154.31	$154.31	$154.31	7/1/2026	6/30/2027	$57.58	5.00%	$52.17	$63.00	$139.79	$168.82
(Field Rate)	$162.02	$162.02	$162.02	7/1/2027	6/30/2028	$60.46	5.00%	$54.78	$66.15	$146.78	$177.26
	$170.12	$170.12	$170.12	7/1/2028	6/30/2029	$63.49	5.00%	$57.51	$69.46	$154.12	$186.13
Exempt/Hourly	$178.63	$178.63	$178.63	7/2/2029	6/30/2030	$66.66	5.00%	$60.39	$72.93	$161.83	$195.43
To Be Determined	$278.17	$336.30	$394.44	7/1/2025	6/30/2026	$103.81	0.00%	$97.61	$110.00	$261.58	$294.77
INSPECTOR VII **	$292.08	$353.12	$414.16	7/1/2026	6/30/2027	$109.00	5.00%	$102.49	$115.50	$274.66	$309.51
(Field Rate)	$306.68	$370.78	$434.87	7/1/2027	6/30/2028	$114.45	5.00%	$107.62	$121.28	$288.39	$324.98
*** Rates to be charged in accordance with	$322.02	$389.31	$456.61	7/1/2028	6/30/2029	$120.17	5.00%	$113.00	$127.34	$302.81	$341.23
Prevailing Wage Rates at the time of work ***	$338.12	$408.78	$479.44	7/2/2029	6/30/2030	$126.18	5.00%	$118.65	$133.71	$317.95	$358.29
To Be Determined	$236.18	$285.54	$334.90	7/1/2025	6/30/2026	$88.14	0.00%	$79.28	$97.00	$212.44	$259.93
INSPECTOR VI **	$247.99	$299.82	$351.64	7/1/2026	6/30/2027	$92.54	5.00%	$83.24	$101.85	$223.06	$272.93
(Field Rate)	$260.39	$314.81	$369.23	7/1/2027	6/30/2028	$97.17	5.00%	$87.40	$106.94	$234.21	$286.57
*** Rates to be charged in accordance with	$273.41	$330.55	$387.69	7/1/2028	6/30/2029	$102.03	5.00%	$91.77	$112.29	$245.92	$300.90
Prevailing Wage Rates at the time of work ***	$287.08	$347.08	$407.07	7/2/2029	6/30/2030	$107.13	5.00%	$96.36	$117.90	$258.22	$315.95
To Be Determined	$209.94	$253.81	$297.69	7/1/2025	6/30/2026	$78.34	0.00%	$74.69	$82.00	$200.15	$219.74
INSPECTOR V **	$220.44	$266.51	$312.57	7/1/2026	6/30/2027	$82.26	5.00%	$78.42	$86.10	$210.15	$230.72
(Field Rate)	$231.46	$279.83	$328.20	7/1/2027	6/30/2028	$86.38	5.00%	$82.35	$90.41	$220.66	$242.26
*** Rates to be charged in accordance with	$243.03	$293.82	$344.61	7/1/2028	6/30/2029	$90.69	5.00%	$86.46	$94.93	$231.69	$254.37
Prevailing Wage Rates at the time of work ***	$255.18	$308.51	$361.84	7/2/2029	6/30/2030	$95.23	5.00%	$90.79	$99.67	$243.28	$267.09
To Be Determined	$183.70	$222.09	$260.48	7/1/2025	6/30/2026	$68.55	0.00%	$63.10	$74.00	$169.10	$198.30
INSPECTOR IV **	$192.88	$233.19	$273.50	7/1/2026	6/30/2027	$71.98	5.00%	$66.26	$77.70	$177.55	$208.21
(Field Rate)	$202.53	$244.85	$287.18	7/1/2027	6/30/2028	$75.58	5.00%	$69.57	$81.59	$186.43	$218.62
*** Rates to be charged in accordance with	$212.65	$257.09	$301.53	7/1/2028	6/30/2029	$79.36	5.00%	$73.05	$85.66	$195.75	$229.56
Prevailing Wage Rates at the time of work ***	$223.29	$269.95	$316.61	7/2/2029	6/30/2030	$83.33	5.00%	$76.70	$89.95	$205.54	$241.03
To Be Determined	$162.70	$196.71	$230.71	7/1/2025	6/30/2026	$60.72	0.00%	$56.43	$65.00	$151.23	$174.18
INSPECTOR III **	$170.84	$206.54	$242.24	7/1/2026	6/30/2027	$63.75	5.00%	$59.26	$68.25	$158.79	$182.89
(Field Rate)	$179.38	$216.87	$254.36	7/1/2027	6/30/2028	$66.94	5.00%	$62.22	$71.66	$166.73	$192.03
*** Rates to be charged in accordance with	$188.35	$227.71	$267.07	7/1/2028	6/30/2029	$70.29	5.00%	$65.33	$75.25	$175.07	$201.64
Prevailing Wage Rates at the time of work ***	$197.77	$239.10	$280.43	7/2/2029	6/30/2030	$73.80	5.00%	$68.60	$79.01	$183.82	$211.72
To Be Determined	$125.96	$152.29	$178.61	7/1/2025	6/30/2026	$47.01	0.00%	$37.01	$57.00	$99.19	$152.74
INSPECTOR II **	$132.26	$159.90	$187.54	7/1/2026	6/30/2027	$49.36	5.00%	$38.86	$59.85	$104.15	$160.38
(Field Rate)	$138.88	$167.90	$196.92	7/1/2027	6/30/2028	$51.83	5.00%	$40.81	$62.84	$109.35	$168.40
*** Rates to be charged in accordance with	$145.82	$176.29	$206.77	7/1/2028	6/30/2029	$54.42	5.00%	$42.85	$65.98	$114.82	$176.82
Prevailing Wage Rates at the time of work ***	$153.11	$185.11	$217.10	7/2/2029	6/30/2030	$57.14	5.00%	$44.99	$69.28	$120.56	$185.66

COST PROPOSAL 2 Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** [x] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Federal Construction Management Services Contract No. Pre-Qualified List of Consultants Participation Amount $ _____ Date 4/17/2026

To Be Determined	$99.72	$120.56	$141.40	7/1/2025	6/30/2026	$37.21	0.00%	$34.43	$40.00	$92.26	$107.19
INSPECTOR I **	$104.71	$126.59	$148.47	7/1/2026	6/30/2027	$39.07	5.00%	$36.15	$42.00	$96.87	$112.55
(Field Rate)	$109.94	$132.92	$155.90	7/1/2027	6/30/2028	$41.03	5.00%	$37.96	$44.10	$101.71	$118.18
*** Rates to be charged in accordance with	$115.44	$139.57	$163.69	7/1/2028	6/30/2029	$43.08	5.00%	$39.85	$46.31	$106.80	$124.08
Prevailing Wage Rates at the time of work ***	$121.21	$146.54	$171.87	7/2/2029	6/30/2030	$45.23	5.00%	$41.85	$48.62	$112.14	$130.29
To Be Determined	$198.98	$198.98	$198.98	7/1/2025	6/30/2026	$67.62	0.00%	$62.82	$72.42	$184.86	$213.10
ADMIN PROFESSIONAL V	$208.93	$208.93	$208.93	7/1/2026	6/30/2027	$71.00	5.00%	$65.97	$76.04	$194.11	$223.75
	$219.38	$219.38	$219.38	7/1/2027	6/30/2028	$74.55	5.00%	$69.26	$79.84	$203.81	$234.94
	$230.35	$230.35	$230.35	7/1/2028	6/30/2029	$78.28	5.00%	$72.73	$83.84	$214.00	$246.69
Exempt/Hourly	$241.86	$241.86	$241.86	7/2/2029	6/30/2030	$82.20	5.00%	$76.36	$88.03	$224.70	$259.02
To Be Determined	$172.49	$172.49	$172.49	7/1/2025	6/30/2026	$58.62	0.00%	$50.15	$67.10	$147.55	$197.43
ADMIN PROFESSIONAL IV	$181.12	$181.12	$181.12	7/1/2026	6/30/2027	$61.55	5.00%	$52.65	$70.45	$154.93	$207.30
	$190.17	$190.17	$190.17	7/1/2027	6/30/2028	$64.63	5.00%	$55.29	$73.97	$162.68	$217.67
	$199.68	$199.68	$199.68	7/1/2028	6/30/2029	$67.86	5.00%	$58.05	$77.67	$170.81	$228.55
Exempt/Hourly	$209.67	$209.67	$209.67	7/2/2029	6/30/2030	$71.25	5.00%	$60.95	$81.55	$179.35	$239.98
To Be Determined	$132.98	$132.98	$132.98	7/1/2025	6/30/2026	$45.19	0.00%	$38.72	$51.66	$113.94	$152.02
ADMIN PROFESSIONAL III	$139.63	$139.63	$139.63	7/1/2026	6/30/2027	$47.45	5.00%	$40.66	$54.25	$119.63	$159.62
	$146.61	$146.61	$146.61	7/1/2027	6/30/2028	$49.82	5.00%	$42.69	$56.96	$125.61	$167.60
	$153.94	$153.94	$153.94	7/1/2028	6/30/2029	$52.31	5.00%	$44.82	$59.81	$131.89	$175.98
Non-Exempt/Hourly	$161.64	$161.64	$161.64	7/2/2029	6/30/2030	$54.93	5.00%	$47.06	$62.80	$138.49	$184.78
To Be Determined	$113.07	$113.07	$113.07	7/1/2025	6/30/2026	$38.43	0.00%	$34.25	$42.60	$100.79	$125.35
ADMIN ASSISTANT II	$118.72	$118.72	$118.72	7/1/2026	6/30/2027	$40.35	5.00%	$35.96	$44.73	$105.83	$131.62
	$124.66	$124.66	$124.66	7/1/2027	6/30/2028	$42.36	5.00%	$37.76	$46.97	$111.12	$138.20
	$130.89	$130.89	$130.89	7/1/2028	6/30/2029	$44.48	5.00%	$39.65	$49.31	$116.67	$145.11
Exempt/Hourly	$137.44	$137.44	$137.44	7/2/2029	6/30/2030	$46.71	5.00%	$41.63	$51.78	$122.51	$152.37
To Be Determined	$91.78	$91.78	$91.78	7/1/2025	6/30/2026	$31.19	0.00%	$25.11	$37.28	$73.88	$109.68
ADMIN ASSISTANT I	$96.37	$96.37	$96.37	7/1/2026	6/30/2027	$32.75	5.00%	$26.36	$39.14	$77.58	$115.17
	$101.19	$101.19	$101.19	7/1/2027	6/30/2028	$34.39	5.00%	$27.68	$41.10	$81.46	$120.93
	$106.25	$106.25	$106.25	7/1/2028	6/30/2029	$36.11	5.00%	$29.07	$43.15	$85.53	$126.97
Exempt/Hourly	$111.56	$111.56	$111.56	7/2/2029	6/30/2030	$37.91	5.00%	$30.52	$45.31	$89.80	$133.32
To Be Determined	$332.94	$332.94	$332.94	7/1/2025	6/30/2026	$113.15	0.00%	$106.29	$120.00	$312.77	$353.11
GEOGRAPHER/GIS IX	$349.58	$349.58	$349.58	7/1/2026	6/30/2027	$118.80	5.00%	$111.60	$126.00	$328.40	$370.76
	$367.06	$367.06	$367.06	7/1/2027	6/30/2028	$124.74	5.00%	$117.19	$132.30	$344.82	$389.30
	$385.41	$385.41	$385.41	7/1/2028	6/30/2029	$130.98	5.00%	$123.04	$138.92	$362.06	$408.76
Exempt/Hourly	$404.69	$404.69	$404.69	7/2/2029	6/30/2030	$137.53	5.00%	$129.20	$145.86	$380.17	$429.20

COST PROPOSAL 2 Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** [x] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Federal Construction Management Services Contract No. Pre-Qualified List of Consultants Participation Amount $ _____ Date 4/17/2026

To Be Determined	$286.12	$286.12	$286.12	7/1/2025	6/30/2026	$97.23	0.00%	$88.47	$106.00	$260.32	$311.91
GEOGRAPHER/GIS VIII	$300.42	$300.42	$300.42	7/1/2026	6/30/2027	$102.10	5.00%	$92.89	$111.30	$273.34	$327.51
	$315.44	$315.44	$315.44	7/1/2027	6/30/2028	$107.20	5.00%	$97.54	$116.87	$287.01	$343.88
	$331.22	$331.22	$331.22	7/1/2028	6/30/2029	$112.56	5.00%	$102.41	$122.71	$301.36	$361.08
Exempt/Hourly	$347.78	$347.78	$347.78	7/2/2029	6/30/2030	$118.19	5.00%	$107.53	$128.84	$316.42	$379.13
To Be Determined	$244.50	$244.50	$244.50	7/1/2025	6/30/2026	$83.09	0.00%	$76.18	$90.00	$224.17	$264.83
GEOGRAPHER/GIS VII	$256.72	$256.72	$256.72	7/1/2026	6/30/2027	$87.25	5.00%	$79.99	$94.50	$235.38	$278.07
	$269.56	$269.56	$269.56	7/1/2027	6/30/2028	$91.61	5.00%	$83.99	$99.23	$247.15	$291.97
	$283.04	$283.04	$283.04	7/1/2028	6/30/2029	$96.19	5.00%	$88.19	$104.19	$259.50	$306.57
Exempt/Hourly	$297.19	$297.19	$297.19	7/2/2029	6/30/2030	$101.00	5.00%	$92.60	$109.40	$272.48	$321.90
To Be Determined	$213.29	$213.29	$213.29	7/1/2025	6/30/2026	$72.48	0.00%	$66.97	$78.00	$197.05	$229.52
GEOGRAPHER/GIS VI	$223.95	$223.95	$223.95	7/1/2026	6/30/2027	$76.11	5.00%	$70.32	$81.90	$206.91	$241.00
	$235.15	$235.15	$235.15	7/1/2027	6/30/2028	$79.91	5.00%	$73.83	$86.00	$217.25	$253.04
	$246.91	$246.91	$246.91	7/1/2028	6/30/2029	$83.91	5.00%	$77.52	$90.29	$228.12	$265.70
Exempt/Hourly	$259.25	$259.25	$259.25	7/2/2029	6/30/2030	$88.10	5.00%	$81.40	$94.81	$239.52	$278.98
To Be Determined	$187.28	$187.28	$187.28	7/1/2025	6/30/2026	$63.64	0.00%	$59.29	$68.00	$174.46	$200.09
GEOGRAPHER/GIS V	$196.64	$196.64	$196.64	7/1/2026	6/30/2027	$66.83	5.00%	$62.25	$71.40	$183.18	$210.10
	$206.47	$206.47	$206.47	7/1/2027	6/30/2028	$70.17	5.00%	$65.37	$74.97	$192.34	$220.60
	$216.80	$216.80	$216.80	7/1/2028	6/30/2029	$73.68	5.00%	$68.63	$78.72	$201.96	$231.63
Exempt/Hourly	$227.64	$227.64	$227.64	7/2/2029	6/30/2030	$77.36	5.00%	$72.07	$82.65	$212.06	$243.22
To Be Determined	$166.47	$166.47	$166.47	7/1/2025	6/30/2026	$56.57	0.00%	$50.15	$63.00	$147.55	$185.38
GEOGRAPHER/GIS IV	$174.79	$174.79	$174.79	7/1/2026	6/30/2027	$59.40	5.00%	$52.65	$66.15	$154.93	$194.65
	$183.53	$183.53	$183.53	7/1/2027	6/30/2028	$62.37	5.00%	$55.29	$69.46	$162.68	$204.38
	$192.71	$192.71	$192.71	7/1/2028	6/30/2029	$65.49	5.00%	$58.05	$72.93	$170.81	$214.60
Exempt/Hourly	$202.34	$202.34	$202.34	7/2/2029	6/30/2030	$68.76	5.00%	$60.95	$76.58	$179.35	$225.33
To Be Determined	$145.66	$145.66	$145.66	7/1/2025	6/30/2026	$49.50	0.00%	$46.00	$53.00	$135.36	$155.96
GEOGRAPHER/GIS III	$152.94	$152.94	$152.94	7/1/2026	6/30/2027	$51.98	5.00%	$48.30	$55.65	$142.13	$163.75
	$160.59	$160.59	$160.59	7/1/2027	6/30/2028	$54.57	5.00%	$50.72	$58.43	$149.24	$171.94
	$168.62	$168.62	$168.62	7/1/2028	6/30/2029	$57.30	5.00%	$53.25	$61.35	$156.70	$180.54
Exempt/Hourly	$177.05	$177.05	$177.05	7/2/2029	6/30/2030	$60.17	5.00%	$55.92	$64.42	$164.54	$189.56
To Be Determined	$119.65	$119.65	$119.65	7/1/2025	6/30/2026	$40.66	0.00%	$33.32	$48.00	$98.06	$141.24
GEOGRAPHER/GIS II	$125.63	$125.63	$125.63	7/1/2026	6/30/2027	$42.69	5.00%	$34.99	$50.40	$102.96	$148.30
	$131.91	$131.91	$131.91	7/1/2027	6/30/2028	$44.83	5.00%	$36.74	$52.92	$108.11	$155.72
	$138.51	$138.51	$138.51	7/1/2028	6/30/2029	$47.07	5.00%	$38.58	$55.57	$113.51	$163.51
Exempt/Hourly	$145.43	$145.43	$145.43	7/2/2029	6/30/2030	$49.42	5.00%	$40.50	$58.34	$119.19	$171.68

Exhibit B

COST PROPOSAL 2 Form 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** [x] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Federal Construction Management Services Contract No. Pre-Qualified List of Consultants Participation Amount $ _____ Date 4/17/2026

To Be Determined	$109.24	$109.24	$109.24	7/1/2025	6/30/2026	$37.13	0.00%	$36.25	$38.00	$106.67	$111.82
GEOGRAPHER/GIS I	$114.71	$114.71	$114.71	7/1/2026	6/30/2027	$38.98	5.00%	$38.06	$39.90	$112.01	$117.41
	$120.44	$120.44	$120.44	7/1/2027	6/30/2028	$40.93	5.00%	$39.97	$41.90	$117.61	$123.28
	$126.46	$126.46	$126.46	7/1/2028	6/30/2029	$42.98	5.00%	$41.97	$43.99	$123.49	$129.44
Exempt/Hourly	$132.79	$132.79	$132.79	7/2/2029	6/30/2030	$45.13	5.00%	$44.06	$46.19	$129.66	$135.91

(add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. **Billing rate = (actual hourly rate * (1+ ICR) * (1+ Fee))+(actual hourly rate * FCCM))**. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL FORM 2 OF 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant **Dewberry Engineers Inc.** [X] Prime Consultant [ ] Subconsultant

Project No. #SPILL! Contract No. 0 Date 4/17/2026

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT

DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing & Reproduction (Note 5)	0.0	EA	$500.00	$0.00
U.S. Mail	0.0	EA	$20.00	$0.00
Overnight Mail Service	0.0	EA	$30.00	$0.00
Personal Vehicle	0.0	Mile	$0.725	$0.00
Rental Vehicle & Gas	0.0	Day	$75.00	$0.00
Tolls & Parking	0.0	EA	$15.00	$0.00
Per Diem (At Current GSA Rate)	0.0	EA	$150.00	$0.00
Research Fees	0.0	EA	$200.00	$0.00
EDR Record Search	0.0	EA	$350.00	$0.00
Cultural Record Search	0.0	EA	$400.00	$0.00
Trimble Rental	0.0	Per Day	$300.00	$0.00
			Total ODC's	$0.00
Subconsultant 1:				$0.00
Subconsultant 2:				$0.00
Subconsultant 3:				$0.00
			Total Subconsultants	$0.00

Note: Add Additional pages if necessary.

NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals

COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

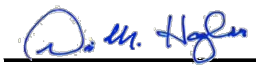
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Dennis Haglan Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 4/17/2026

Email: dhaglan@dewberry.com Phone Number: (916) 363-4210

Address: 11060 White Rock Road, Suite 200 | Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Transportation Design, Environmental Studies, Water/Wastewater Design, Public Outreach, Construction Management, Transportation Planning, Grant Writing

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant ENGEO Incorporated | Prime Consultant | Subconsultant | 2nd Tier Sunconsultant

Project No. Federal CM Services | Contract No. | Participation Amount $ | Date 4/16/2026

For Combined Rate

176.00%	+	86.00%	=	262.00%
Fringe Benefit %		General and Administrative %		Combined ICR %

FEE % = 10.00%

BILLING INFORMATION | **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual or avg. hourly rate[3]	% or $ increase	Hourly range - for classifications only	
Principal Engineer/Geologist	$389.16			01/01/26	12/31/26	$97.73	0	$76.92	$139.42
	$408.62			01/01/27	12/31/27	$102.62	5.00%	$80.77	$146.39
	$429.05			01/01/28	12/31/28	$107.75	5.00%	$84.80	$153.71
	$450.50			01/01/29	12/31/29	$113.13	5.00%	$89.04	$161.40
	$473.03			01/01/30	12/31/30	$118.79	5.00%	$93.50	$169.47
Associate Engineer/Geologist	$280.33			01/01/26	12/31/26	$70.40	0	$63.46	$83.65
	$294.35			01/01/27	12/31/27	$73.92	5.00%	$66.63	$87.83
	$309.07			01/01/28	12/31/28	$77.62	5.00%	$69.96	$92.22
	$324.52			01/01/29	12/31/29	$81.50	5.00%	$73.46	$96.84
	$340.75			01/01/30	12/31/30	$85.57	5.00%	$77.14	$101.68
Senior Engineer/Geologist/Environmental Scientist	$238.96			01/01/26	12/31/26	$60.01	0	$53.85	$65.87
	$250.91			01/01/27	12/31/27	$63.01	5.00%	$56.54	$69.16
	$263.45			01/01/28	12/31/28	$66.16	5.00%	$59.37	$72.62
	$276.63			01/01/29	12/31/29	$69.47	5.00%	$62.34	$76.25
	$290.46			01/01/30	12/31/30	$72.94	5.00%	$65.46	$80.07
Project Engineer/Geologist	$187.83			01/01/26	12/31/26	$47.17	0	$38.46	$57.69
	$197.22			01/01/27	12/31/27	$49.53	5.00%	$40.38	$60.57
	$207.08			01/01/28	12/31/28	$52.00	5.00%	$42.40	$63.60
	$217.44			01/01/29	12/31/29	$54.61	5.00%	$44.52	$66.78
	$228.31			01/01/30	12/31/30	$57.34	5.00%	$46.75	$70.12
Staff Engineer/Geologist/Environmental Scientist	$156.17			01/01/26	12/31/26	$39.22	0	$33.00	$44.71
	$163.98			01/01/27	12/31/27	$41.18	5.00%	$34.65	$46.95
	$172.18			01/01/28	12/31/28	$43.24	5.00%	$36.38	$49.29
	$180.79			01/01/29	12/31/29	$45.40	5.00%	$38.20	$51.76
	$189.83			01/01/30	12/31/30	$47.67	5.00%	$40.11	$54.35

Sr. GIS Developer	$230.68			01/01/26	12/31/26	$57.93	0	$57.21	$58.65
	$242.21			01/01/27	12/31/27	$60.83	5.00%	$60.07	$61.58
	$254.32			01/01/28	12/31/28	$63.87	5.00%	$63.07	$64.66
	$267.04			01/01/29	12/31/29	$67.06	5.00%	$66.23	$67.89
	$280.39			01/01/30	12/31/30	$70.41	5.00%	$69.54	$71.29
GIS Developer	$246.96			01/01/26	12/31/26	$62.02	0	$62.02	$62.02
	$259.31			01/01/27	12/31/27	$65.12	5.00%	$65.12	$65.12
	$272.28			01/01/28	12/31/28	$68.38	5.00%	$68.38	$68.38
	$285.89			01/01/29	12/31/29	$71.80	5.00%	$71.80	$71.80
	$300.19			01/01/30	12/31/30	$75.39	5.00%	$75.39	$75.39
GIS Analyst	$143.59			01/01/26	12/31/26	$36.06	0	$36.06	$36.06
	$150.77			01/01/27	12/31/27	$37.86	5.00%	$37.86	$37.86
	$158.31			01/01/28	12/31/28	$39.76	5.00%	$39.76	$39.76
	$166.22			01/01/29	12/31/29	$41.74	5.00%	$41.74	$41.74
	$174.54			01/01/30	12/31/30	$43.83	5.00%	$43.83	$43.83
Sr. CAD Specialist	$195.16			01/01/26	12/31/26	$49.01	0	$39.42	$57.69
	$204.92			01/01/27	12/31/27	$51.46	5.00%	$41.39	$60.57
	$215.16			01/01/28	12/31/28	$54.03	5.00%	$43.46	$63.60
	$225.92			01/01/29	12/31/29	$56.74	5.00%	$45.63	$66.78
	$237.22			01/01/30	12/31/30	$59.57	5.00%	$47.92	$70.12
Project Assistant	$174.57			01/01/26	12/31/26	$43.84	0	$27.88	$88.94
	$183.30			01/01/27	12/31/27	$46.03	5.00%	$29.27	$93.39
	$192.46			01/01/28	12/31/28	$48.33	5.00%	$30.74	$98.06
	$202.09			01/01/29	12/31/29	$50.75	5.00%	$32.27	$102.96
	$212.19			01/01/30	12/31/30	$53.29	5.00%	$33.89	$108.11
Senior Project Manager	$250.15	$284.70	$319.25	01/01/26	12/31/26	$62.82	0	$58.00	$67.79
	$262.66	$298.94	$335.21	01/01/27	12/31/27	$65.96	5.00%	$60.90	$71.18
	$275.79	$313.88	$351.97	01/01/28	12/31/28	$69.26	5.00%	$63.95	$74.74
	$289.58	$329.58	$369.57	01/01/29	12/31/29	$72.72	5.00%	$67.14	$78.48
	$304.06	$346.06	$388.05	01/01/30	12/31/30	$76.36	5.00%	$70.50	$82.40
Construction Services Manager II	$220.32	$250.76	$281.19	01/01/26	12/31/26	$55.33	0	$50.00	$63.00
	$231.34	$263.29	$295.25	01/01/27	12/31/27	$58.10	5.00%	$52.50	$66.15
	$242.91	$276.46	$310.01	01/01/28	12/31/28	$61.00	5.00%	$55.13	$69.46
	$255.05	$290.28	$325.51	01/01/29	12/31/29	$64.05	5.00%	$57.88	$72.93
	$267.81	$304.80	$341.78	01/01/30	12/31/30	$67.25	5.00%	$60.78	$76.58
Construction Services Manager I	$188.39	$214.41	$240.43	01/01/26	12/31/26	$47.31	0	$44.23	$52.40
	$197.81	$225.13	$252.45	01/01/27	12/31/27	$49.68	5.00%	$46.44	$55.02
	$207.70	$236.39	$265.07	01/01/28	12/31/28	$52.16	5.00%	$48.76	$57.77
	$218.08	$248.21	$278.33	01/01/29	12/31/29	$54.77	5.00%	$51.20	$60.66
	$228.99	$260.62	$292.24	01/01/30	12/31/30	$57.51	5.00%	$53.76	$63.69

Sr. Field Representative II**	$235.97	$268.57	$301.16	01/01/26	12/31/26	$59.26	0	$52.50	$65.60
	$247.77	$281.99	$316.22	01/01/27	12/31/27	$62.22	5.00%	$55.13	$68.88
	$260.16	$296.09	$332.03	01/01/28	12/31/28	$65.33	5.00%	$57.88	$72.32
	$273.17	$310.90	$348.63	01/01/29	12/31/29	$68.60	5.00%	$60.78	$75.94
	$286.83	$326.44	$366.06	01/01/30	12/31/30	$72.03	5.00%	$63.81	$79.74
Sr. Field Representative I**	$182.53	$207.75	$232.96	01/01/26	12/31/26	$45.84	0	$37.50	$63.00
	$191.66	$218.13	$244.61	01/01/27	12/31/27	$48.13	5.00%	$39.38	$66.15
	$201.24	$229.04	$256.84	01/01/28	12/31/28	$50.54	5.00%	$41.34	$69.46
	$211.31	$240.49	$269.68	01/01/29	12/31/29	$53.07	5.00%	$43.41	$72.93
	$221.87	$252.52	$283.16	01/01/30	12/31/30	$55.72	5.00%	$45.58	$76.58
Field Representative**	$143.83	$163.70	$183.56	01/01/26	12/31/26	$36.12	0	$29.00	$50.25
	$151.02	$171.88	$192.74	01/01/27	12/31/27	$37.93	5.00%	$30.45	$52.76
	$158.57	$180.47	$202.38	01/01/28	12/31/28	$39.82	5.00%	$31.97	$55.40
	$166.50	$189.50	$212.50	01/01/29	12/31/29	$41.81	5.00%	$33.57	$58.17
	$174.83	$198.97	$223.12	01/01/30	12/31/30	$43.90	5.00%	$35.25	$61.08
Sr. Laboratory Technician	$189.46	$215.63	$241.80	01/01/26	12/31/26	$47.58	0	$40.00	$61.06
	$198.94	$226.41	$253.89	01/01/27	12/31/27	$49.96	5.00%	$42.00	$64.11
	$208.88	$237.73	$266.59	01/01/28	12/31/28	$52.46	5.00%	$44.10	$67.32
	$219.33	$249.62	$279.92	01/01/29	12/31/29	$55.08	5.00%	$46.31	$70.68
	$230.29	$262.10	$293.91	01/01/30	12/31/30	$57.83	5.00%	$48.62	$74.22
Laboratory Technician	$129.93	$147.88	$165.83	01/01/26	12/31/26	$32.63	0	$26.50	$47.00
	$136.43	$155.27	$174.12	01/01/27	12/31/27	$34.26	5.00%	$27.83	$49.35
	$143.25	$163.04	$182.82	01/01/28	12/31/28	$35.97	5.00%	$29.22	$51.82
	$150.41	$171.19	$191.96	01/01/29	12/31/29	$37.77	5.00%	$30.68	$54.41
	$157.93	$179.75	$201.56	01/01/30	12/31/30	$39.66	5.00%	$32.21	$57.13

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

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant ENGEO Incorporated Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
SEE ATTACHED RATE SHEET											
PRIME TOTAL ODCs =			$0	SUBCONSULTANT #1 ODCs =			$0	SUBCONSULTANT #2 ODCs =			$0

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose. that could be used for the same purpose.

ENGEO
Expect Excellence

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES
COASTAL/MARINE GEOTECHNICS

SUMMARY OF LABORATORY FEES

Effective February through December 2026 (Subject to 5% annual escalation)
Our Laboratories are accredited by AASHTO, Caltrans, DSA, and the US Army Corps of Engineers

LAB CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS) *	STANDARD PRICING*	RUSH TURNAROUND (BUSINESS DAYS)*	RUSH PRICING*
SOIL AND ROCK					
8800	Caltrans Relative Compaction, CT216	3	$475	Same Day	$950
9100	Clay Lumps and Friable Particles, ASTM C142	5	$425	Next Day	$850
9130	Cleanness Value, CT 227 each	5	$295	2	$590
8310	Compaction, ASTM D1557 (A-C)	4	$420	2	$840
8309	Compaction, Manual, ASTM D1557 (A-C)	4	$575	2	$1,150
8311	Compaction Point, AASHTO T272	4	$375	2	$750
8312	Compaction, ASTM-1557 (A-D) or ASTM-D698 with Correction	4	$510	2	$1,020
8314	Rock crushing (25 lbs)	5	$205	2	$410
8315	Compaction, Rock Correction, ASTM D4718	4	$100	Next Day	$200
8316	Compaction, ASTM D4253, Vibratory Table	4	$440	2	$880
8317	Compaction, Lime/Cement Treated, ASTM D558	5	$625	3	$1,250
8185	Compression Testing of CLSM (ASTM D4832)	5	$148	3	$296
8220	Consolidation – Incremental Loading ASTM D2435, Method A	32	$600	16	$1,200
8221	Consolidation – Incremental Loading ASTM D2435, Method B	32	$685	16	$1,370
8230	Consolidation, ASTM D2435 Unload – Reload Cycle	4	$125	2 Additional	$250
8410	Consolidation – CRS, ASTM D4186, Depths from 0 to 75 feet	5	$800	4	$1,600
8411	Consolidation – CRS, ASTM D4186, Depths from 75 feet and below and/or stiff clays	5	$1,000	4	$2,000
Additional Unload – Reload Cycle (for CRS, Lab Code 8410 and 8411 only)					
8412	Stress Range: 1 - 5 ksf	Variable	$390	N/A	$780
8413	Stress Range: 5 - 10 ksf	Variable	$585	N/A	$1,170
8414	Stress Range: 10 - 15 ksf	Variable	$585	N/A	$1,170
8415	Stress Range: 15 - 20 ksf	Variable	$780	N/A	$1,560
8184	Deep Soil Mix (DSM) Compression Test	5	$148	2	$296
8201	Direct Shear – CD, Additional Cycles (per point) ASTM D3080	2	$110	N/A	$220
8202	Direct Shear – CD, (2-points) ASTM D3080	8	$590	5	$1,180
8203	Direct Shear – CD, (3-points) ASTM D3080	12	$826	8	$1,652
8204	Direct Shear – CD, (4-points) ASTM D3080	16	$1080	12	$2,160
8451	Direct Shear – CD, (Additional Point) ASTM D3080	5	$275	3	$550
8991	Cyclic Simple Shear Test (CSS), ASTM D8296	5	$2,100	5	$4,200
8992	Monotonic Simple Shear Test, Load-Controlled (per point) ASTM D6528 - Modified	5	$1,225	5	$2,450
8900	Durability Index, CT229	5	$345	Next Day	$690
8320	Expansion Index, ASTM D4829	8	$500	4	$1,000
8321	Expansion Index, ASTM D4829 - Lime Treated in Lab	Dependent on cure time	$595	Dependent on cure time	$1,190
9630	Fine Aggregate Angularity Percentage, CT 234, AASHTO T304, Method A	5	$195	Next Day	$390
8990	Laboratory Miniature Vane Shear (peak Value), ASTM D4648	5	$145	Next Day	$290
8160	Moisture Content & Unit Weight, ASTM D7263	5	$75	Next Day	$144
8140	Moisture Only, ASTM D2216, CT 226	5	$52	Next Day	$104
8150	Moisture Only, ASTM D4643, CT 370 (By Microwave oven)	5	$110	Same Day	$220
9590	Organic Content of Soil ASTM D2974	5	$200	Next Day	$400
9090	Organic Impurities, ASTM C40	5	$195	Next Day	$390
9120	Percent Crushed Particles Per Fraction, CT205	5	$295	Same Day	$590

Exhibit B

SUMMARY OF LABORATORY FEES

Effective February through December 2026 (Subject to 5% annual escalation)

Our Laboratories are accredited by AASHTO, Caltrans, DSA, and the US Army Corps of Engineers

LAB CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS) *	STANDARD PRICING*	RUSH TURNAROUND (BUSINESS DAYS)*	RUSH PRICING*
9110	Percent Flat or Elongated Particles, ASTM D4791, CT 235	5	$295	Same Day	$590
8980	Soil pH, percent Lime for Stabilization, ASTM D6276 (Eades and Grimm)	5	$465	Next Day	$930
8870	Soil pH, ASTM D4972, CT 643	5	$165	Same Day	$330
8190	Plasticity Index, Dry Method - ASTM D4318	5	$318	Next Day	$636
8191	Plasticity Index, Wet Method - ASTM D4318 (ASTM Default method)	5	$310	Next Day	$620
8192	Plasticity Index, Lime/Cement Treated - ASTM D4318)	5	$345	Next Day	$690
8510	Rock Core Unconfined Compressive Strength, ASTM D7012, Method C	5	$345	Same Day	$690
8970	R-Value – Lime/Cement Treated, ASTM D2844 CT301	6	$735	3	$1,470
8290	R-Value, ASTM 2844, CT301	6	$720	3	$1,440
8281	Sand Cone Sand Calibration (50 pounds), ASTM D1556	5	$390	3	$780
8280	Sand Equivalent, CT 217, ASTM D2419	5	$295	Next Day	$590
8261	Dry Sieve, ASTM D1140, C117	5	$195	Next Day	$390
8262	#200 Wash, ASTM D1140, C117	5	$160	Next Day	$320
8263	Sieve & #200 Wash, D6913, C136, CT202 (up to one 5-gal. bucket or 50 lbs)	5	$235	Next Day	$470
8264	Sieve & Hydrometer, ASTM D422, D7928	5	$420	2	$840
8253	Specific Gravity, ASTM D854	5	$250	Next Day	$500
8250	Specific Gravity Combined (ASTM C127 and (ASTM C128 or ASTM D854) one coarse fraction)	5	$490	Next Day	$980
8251	Specific Gravity, ASTM C127	5	$185 Per Size Fraction	Next Day	$370 Per Size Fraction
8252	Specific Gravity, ASTM C128	5	$285 Per Size Fraction	Next Day	$570 Per Size Fraction
8660	Specimen Remolding and/or Lab Mixing (per specimen)	Varies	$185	Dependent on type of remolding	$370
8240	California Bearing Ratio (CBR), ASTM D1883	4	$780	Dependent on soil type	$1,560
9070	Sulfate Soundness, CT 214, ASTM C88	6	$585/ Fraction	Dependent on number of fractions	$1,170/ Fraction
8111	Sulfate Testing in Soils ASTM C1580	5	$256	Next Day	$512
8490	Swell Test A, per point ASTM D4546 - 2004	5	$390	4	$780
8500	Swell Test B, per point ASTM D4546 - 2004	5	$410	4	$820
8501	Swell Test C, per point ASTM D4546 - 2004	5	$410	4	$820
8491	Swell/Collapse Test A, per point ASTM D4546	8	$410	4	$820
8503	Swell/Collapse Test B, per point ASTM D4546	5	$410	Dependent on material behavior	$410
8502	Swell/Collapse Test C, per point ASTM D4546	5	$410	Dependent on material behavior	$820
8170	Soil Cement – Wet/Dry Durability, ASTM D559	Varies	$1,250	N/A	$2,500
8350	Isotropic Triaxial Compression – CU, Single Specimen, Multistage Test ASTM D4767 - Modified	Varies	$1,050/ Stage	Dependent on number of stages / material type	$2,100/ Stage
8344	Triaxial CU Testing, SHANSEP Procedure (per point) USACE	Varies	$200	Varies	$400
8340	Isotropic Triaxial Compression – CU (1 point) ASTM D4767, USACE	5	$630	4	$1,260
8341	Isotropic Triaxial Compression – CU (2 points) ASTM D4767, USACE	9	$1,210	8	$2,420
8342	Isotropic Triaxial Compression – CU (3 points) ASTM D4767, USACE	14	$1,875	12	$3,750
8343	Isotropic Triaxial Compression – CU (4 points) ASTM D4767, USACE	18	$2,350	15	$4,700
8330	Isotropic Triaxial Compression – UU (per point) ASTM D2850, USACE	5	$295	Next Day	$590

Exhibit B

SUMMARY OF LABORATORY FEES

Effective February through December 2026 (Subject to 5% annual escalation)

Our Laboratories are accredited by AASHTO, Caltrans, DSA, and the US Army Corps of Engineers

LAB CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS) *	STANDARD PRICING*	RUSH TURNAROUND (BUSINESS DAYS)*	RUSH PRICING*
8180	Unconfined Compression - Soils, ASTM D2166	5	$195	Next Day	$390
8181	Unconfined Compression, Lime/Cement-Treated Soil ASTM D5102/D1633	18	$395	9	$790
8182	Unconfined Compression, Lime/Cement-Treated Soil CTM 373	18	$1,170	9	$2,340
8178	Unconfined Compression, Lime/Cement Slurry	18	$212	9	$424
8183	Unconfined Compression, Lime/Cement -Treated Soil, Additional points	18	$100	9	$200
8179	Unconfined Compressive Strength Testing, Soil-Cement-Bentonite Slurry (field sample), ASTM D1633	Dependent on the specified break schedule	$235	Dependent on the specified break schedule	$470
8091	Unit Weight (does not include voids) ASTM C29	5	$195	3	$390
8092	Unit Weight and Voids of Coarse Aggregate (Oven Dry, SSD), ASTM C29, C127	5	$345	3	$690
8093	Unit Weight and Voids of Fine Aggregate (Oven Dry, SSD), ASTM C29, C128	5	$390	3	$780
8094	Unit Weight and Voids of Mixed Aggregates (Oven Dry, SSD), ASTM C29, C127, C128	5	$685	3	$1.370
8661	LA Abrasion (Rattler), ASTM C131, CT 211	4	$300	2	$600
CONCRETE					
9220	Absorption, ASTM C642	6	$475	Next Day	$950
9013	Shotcrete, Field cores (cored in the field), per core, ASTM C1140	5	$148	2	$296
9014	Shotcrete, 1 core, ASTM C1140	5	$190	2	$380
9320	Compression Test, per 6” x 12” cylinder, ASTM C39	5	$70	Same Day	$140
9330	Compression Test, per 4” x 8” cylinder ASTM C39	5	$60	Same Day	$120
9941	Flexural Strength of Concrete Beams (4”x4”x14”) ASTM C78	5	$200	Same Day	$400
9940	Flexural Strength of Concrete Beams (6”x6”x21”) ASTM C78	5	$205	Same Day	$410
9340	Compressive Strength of Lightweight Insulating Concrete (ASTM C495)	5	$196	3	$392
9020	Core Trimming, In Laboratory	5	$98	Same Day	$196
9950	Thickness of Drilled Concrete Cores, ASTM C174	5	$98	Same Day	$196
9060	Laboratory Trial Batch, ASTM C192, Including Test Cylinders	5	$1,170	Same Day	$2,340
9080	Length Change (3 bars, 4 readings, up to 90 days), ASTM C157 modified	28-90	$610	28-90	$1,220
9050	Slab Moisture Determination Test Kit	5	$49	Next Day	$98
9000	Unit Weight of Lightweight Concrete Cylinders (ASTM C495)	5	$110	Next Day	$220
MORTAR & GROUT					
9250	Compression Test 2” Mortar Cubes, ASTM C109	5	$100	Next Day	$200
9240	Compression, Grout Prisms, ASTM C1019	5	$135	Next Day	$270
9230	Compression, Mortar Cylinder, ASTM C39	5	$115	Next Day	$230
9425	Grout Compression Conversion Factor for Alternative Method of Forming Test Specimens. (Typically, 20 breaks done at an age of 28 days)	30	$2,600	N/A	N/A
ASPHALTIC CONCRETE*					
8010	AC Correction Factor, ASTM D6307, CT 382	N/A	N/A	N/A	$780
8022	Aggregate Gradation Correction Factor (In conjunction with AC Correction Factor which is billed separately), AASHTO T308 (Annex A), ASTM D6307	N/A	N/A	N/A	$1,350
8021	Aggregate Gradation Correction Factor, AASHTO T308(Annex A), ASTM D6307	N/A	N/A	N/A	$2,250
8020	RAP Aggregate Gradation Correlation Factor, Caltrans LP-9	N/A	N/A	N/A	$3,000
9071	Soundness of Aggregate by Freeze-Thaw (Setup), AASHTO T103	5	$400	3	$800
9072	Soundness of Aggregate by Freeze-Thaw, (per cycle), AASHTO T103	1	$100	1	$200
9073	Soundness of Aggregate by Sodium Sulfate (Setup), AASHTO T104 ASTM C88, CT214	5	$400	3	$800
9074	Soundness of Aggregate by Sodium Sulfate, (per cycle), AASHTO T104 ASTM C88, CT214	1	$100	1	$200

SUMMARY OF LABORATORY FEES

Exhibit B

Effective February through December 2026 (Subject to 5% annual escalation)

Our Laboratories are accredited by AASHTO, Caltrans, DSA, and the US Army Corps of Engineers

LAB CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS) *	STANDARD PRICING*	RUSH TURNAROUND (BUSINESS DAYS)*	RUSH PRICING*
8265	Sieve & #200 Wash (Gradations on HMA extracted aggregates) AASHTO T30, ASTM D5444	N/A	N/A	N/A	$450
8070	AC Maximum Density (Avg. of 3 Briquettes) D1188, CT308	N/A	N/A	N/A	$655
8071	AC Maximum Density (Avg. of 3 Briquettes) D1188, CT 308 (S-Value is performed prior to LTMD)	N/A	N/A	N/A	$585
8080	AC Maximum Density by Superpave Gyratory Compactor (Avg. of 3 Briquettes) AASHTO T312, ASTM D6925	N/A	N/A	N/A	$750
8090	AC Maximum Theoretical Unit Weight ASTM D2041, CT 309 (Rice Specific Gravity)	N/A	N/A	N/A	$485
9460	Asphalt Core Density (4” Core), ASTM D1188, ASTM 2726, CT308	N/A	N/A	N/A	$145
9461	Asphalt Core Density (6” Core), ASTM D1188, ASTM 2726, CT 308	N/A	N/A	N/A	$165
9462	Thickness of Asphalt Cores, CT 308	N/A	N/A	2	$100
8532	Extraction by Centrifuge ASTM 2172	N/A	N/A	N/A	$550
8531	Extraction by Ignition Oven, ASTM D6307, CT 382	N/A	N/A	N/A	$450
8533	Extraction by Reflux Extractor, ASTM D2172 – Method B	N/A	N/A	N/A	$895
8050	Stability Test (Avg. of 3 Briquettes), ASTM D1560, CT 366, (w/o Max. Density test)	N/A	N/A	N/A	$900
8060	Marshall Stability and Flow of Bituminous Mixtures, ASTM D6927	5	N/A	3	$780
VOLUMETRIC PROPERTIES OF HMA					
9660	Absorbed Asphalt Binder CT 367	N/A	N/A	N/A	$210
9600	Air Void Content	N/A	N/A	N/A	$210
9670	Bulk Specific Gravity – Admixture Blend CT 367	N/A	N/A	N/A	$210
9640	Dust Proportions, CT 367, Caltrans LP-4	N/A	N/A	N/A	$210
9680	Effective Asphalt Binder of Volume, CT 367	N/A	N/A	N/A	$210
9690	Effective Binder Content, CT 367	N/A	N/A	N/A	$210
9580	Effective Specific Gravity of Aggregate-Admixture Blend, CT 367	N/A	N/A	N/A	$210
9620	Void Filled With Asphalt CT 367, LP-3	N/A	N/A	N/A	$210
9610	Voids in Mineral Aggregate CT 367, LP-2	N/A	N/A	N/A	$210
Note: Lab fees for volumetric properties of HMA per CT 367 are based on tests CT 202, CT 308, CT 309, and CT 382 have been completed.					
FIREPROOFING					
9990	Oven Dry Density, Fireproofing, per sample	5	$150	Next Day	$300
SAMPLE STORAGE					
10000	Sample Storage per month/per cubic yard	Per month	$158	N/A	N/A

- *Rush turnaround times are calculated based on the average minimum time required to complete the test and remain compliant with the applicable test standard.
- *Rush turnaround time prioritizes rush testing over other requested testing and dedicates a technician to complete the rush testing as quickly as possible. Rush turnaround times are estimates only and do not guarantee test completion within the estimated rush testing timeframe.
- *Test turnaround time is the amount of time required to perform the test once started. Test start times are dependent on available labor and equipment. Please contact Lab Services at labservices@engeo.com to determine equipment capacity and availability. Turnaround times are estimates only and do not guarantee test completion within the estimated testing timeframe.
- *The testing fees and test durations listed reflect the standard business hours required to perform the test. Samples requiring premium handling will incur additional hourly personnel charges in accordance with the Laboratory Technician Rate presented on our Fee Schedule.
- *For HMA testing, only rush pricing is provided because all HMA testing is expedited on a rush basis. When HMA testing is requested, all other testing is secondary due to the timeliness needed for the HMA results.
- Add three days to the estimated test duration for soil testing that requires remolded specimens.
- The above fees are reviewed annually and are subject to change. Additional tests are available upon request.
- Prices exclude field collection and transportation to the laboratory.
- Supplemental fees for laboratory preparation of specimens are charged on an hourly basis.

- Where tests are to be run on an immediate need basis (tests to be initiated out of order received and regardless of status of other previously received samples), the expediting fee is 100% of the listed unit rate.
- There is a 3:00 pm cut-off time for sample delivery/test start time.
- Turnaround times are based on samples delivered to the laboratory before 3:00 pm. Turnaround time on samples received after 3:00 pm will begin at 7:00 am the following business day.
- Concrete/masonry compression breaks requested prior to the scheduled break date and/or prior to 7:00 am will be considered rush testing requests and billed a rush fee.
- Witness testing will be billed at $150.00/hour per individual witness.
- There is a 100% increase in fees per test for testing contaminated samples.
- Disposal charges for contaminated samples will be billed to the project on a time-and-expense basis.
- All project required weekend work is billed directly to the project with a 2-hour minimum charge.
- Samples requiring premium handling, such as searching for testable portions (Shelby, D&M tubes, etc.), will be billed on a time-and-expense basis to the project.

SAMPLE COST PROPOSAL 2 Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant R.E.Y. Engineers, Inc. [ ] Prime Consultant [x] Subconsultant [ ] 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount _____ Date 4/15/2026

	Fringe %		Overhead %		G&A %		Combined ICR %
For Combined Rate	66.82%	+	91.47%	+		=	158.29%

OR

	Fringe %		Overhead %		G&A %		Home Office ICR %
For Home Office Rate		+		+		=	0.00%
For Field Office Rate	Fringe %	+	Overhead %	+	G&A %	=	Field Office ICR %
							0.00%

Fee =	15%
% Increase =	5.0%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only	
Principal Engineer/Surveyor II	$328.22	$328.22	$328.22	1/1/2026	12/31/2026	$110.50		$101.50	$119.50
Exempt	$344.63	$344.63	$344.63	1/1/2027	12/31/2027	$116.03	5.0%	$106.58	$125.48
	$361.86	$361.86	$361.86	1/1/2028	12/31/2028	$121.83	5.0%	$111.90	$131.75
	$379.96	$379.96	$379.96	1/1/2029	12/31/2029	$127.92	5.0%	$117.50	$138.34
	$398.96	$398.96	$398.96	1/1/2030	12/31/2030	$134.31	5.0%	$123.37	$145.25
Principal Engineer/Surveyor I	$290.35	$290.35	$290.35	1/1/2026	12/31/2026	$97.75		$89.00	$106.50
Exempt	$304.87	$304.87	$304.87	1/1/2027	12/31/2027	$102.64	5.0%	$93.45	$111.83
	$320.11	$320.11	$320.11	1/1/2028	12/31/2028	$107.77	5.0%	$98.12	$117.42
	$336.12	$336.12	$336.12	1/1/2029	12/31/2029	$113.16	5.0%	$103.03	$123.29
	$352.92	$352.92	$352.92	1/1/2030	12/31/2030	$118.82	5.0%	$108.18	$129.45

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Hourly Ranges	
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only	
Senior Engineer/Surveyor V	$273.72	$273.72	$273.72	1/1/2026	12/31/2026	$92.15		$86.80	$97.50
Exempt	$287.40	$287.40	$287.40	1/1/2027	12/31/2027	$96.76	5.0%	$91.14	$102.38
	$301.77	$301.77	$301.77	1/1/2028	12/31/2028	$101.60	5.0%	$95.70	$107.49
	$316.86	$316.86	$316.86	1/1/2029	12/31/2029	$106.68	5.0%	$100.48	$112.87
	$332.70	$332.70	$332.70	1/1/2030	12/31/2030	$112.01	5.0%	$105.51	$118.51
Senior Engineer/Surveyor IV	$254.85	$254.85	$254.85	1/1/2026	12/31/2026	$85.80		$80.60	$91.00
Exempt	$267.60	$267.60	$267.60	1/1/2027	12/31/2027	$90.09	5.0%	$84.63	$95.55
	$280.98	$280.98	$280.98	1/1/2028	12/31/2028	$94.59	5.0%	$88.86	$100.33
	$295.03	$295.03	$295.03	1/1/2029	12/31/2029	$99.32	5.0%	$93.30	$105.34
	$309.78	$309.78	$309.78	1/1/2030	12/31/2030	$104.29	5.0%	$97.97	$110.61
Senior Engineer/Surveyor III	$235.99	$235.99	$235.99	1/1/2026	12/31/2026	$79.45		$74.40	$84.50
Exempt	$247.79	$247.79	$247.79	1/1/2027	12/31/2027	$83.42	5.0%	$78.12	$88.73
	$260.18	$260.18	$260.18	1/1/2028	12/31/2028	$87.59	5.0%	$82.03	$93.16
	$273.19	$273.19	$273.19	1/1/2029	12/31/2029	$91.97	5.0%	$86.13	$97.82
	$286.85	$286.85	$286.85	1/1/2030	12/31/2030	$96.57	5.0%	$90.43	$102.71
Senior Engineer/Surveyor II	$217.13	$217.13	$217.13	1/1/2026	12/31/2026	$73.10		$68.20	$78.00
Exempt	$227.99	$227.99	$227.99	1/1/2027	12/31/2027	$76.76	5.0%	$71.61	$81.90
	$239.39	$239.39	$239.39	1/1/2028	12/31/2028	$80.59	5.0%	$75.19	$86.00
	$251.36	$251.36	$251.36	1/1/2029	12/31/2029	$84.62	5.0%	$78.95	$90.29
	$263.92	$263.92	$263.92	1/1/2030	12/31/2030	$88.85	5.0%	$82.90	$94.81
Senior Engineer/Surveyor I	$198.27	$198.27	$198.27	1/1/2026	12/31/2026	$66.75		$62.00	$71.50
Exempt	$208.18	$208.18	$208.18	1/1/2027	12/31/2027	$70.09	5.0%	$65.10	$75.08
	$218.59	$218.59	$218.59	1/1/2028	12/31/2028	$73.59	5.0%	$68.36	$78.83
	$229.52	$229.52	$229.52	1/1/2029	12/31/2029	$77.27	5.0%	$71.77	$82.77
	$241.00	$241.00	$241.00	1/1/2030	12/31/2030	$81.14	5.0%	$75.36	$86.91
Associate Engineer/Surveyor V	$196.34	$196.34	$196.34	1/1/2026	12/31/2026	$66.10		$62.20	$70.00
Exempt	$206.16	$206.16	$206.16	1/1/2027	12/31/2027	$69.41	5.0%	$65.31	$73.50
	$216.46	$216.46	$216.46	1/1/2028	12/31/2028	$72.88	5.0%	$68.58	$77.18
	$227.29	$227.29	$227.29	1/1/2029	12/31/2029	$76.52	5.0%	$72.00	$81.03
	$238.65	$238.65	$238.65	1/1/2030	12/31/2030	$80.34	5.0%	$75.60	$85.09

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Hourly Ranges	
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only	
Associate Engineer/Surveyor IV	$181.78	$181.78	$181.78	1/1/2026	12/31/2026	$61.20		$57.40	$65.00
Exempt	$190.87	$190.87	$190.87	1/1/2027	12/31/2027	$64.26	5.0%	$60.27	$68.25
	$200.42	$200.42	$200.42	1/1/2028	12/31/2028	$67.47	5.0%	$63.28	$71.66
	$210.44	$210.44	$210.44	1/1/2029	12/31/2029	$70.85	5.0%	$66.45	$75.25
	$220.96	$220.96	$220.96	1/1/2030	12/31/2030	$74.39	5.0%	$69.77	$79.01
Associate Engineer/Surveyor III	$167.23	$167.23	$167.23	1/1/2026	12/31/2026	$56.30		$52.60	$60.00
Exempt	$175.59	$175.59	$175.59	1/1/2027	12/31/2027	$59.12	5.0%	$55.23	$63.00
	$184.37	$184.37	$184.37	1/1/2028	12/31/2028	$62.07	5.0%	$57.99	$66.15
	$193.59	$193.59	$193.59	1/1/2029	12/31/2029	$65.17	5.0%	$60.89	$69.46
	$203.27	$203.27	$203.27	1/1/2030	12/31/2030	$68.43	5.0%	$63.94	$72.93
Associate Engineer/Surveyor II	$152.68	$152.68	$152.68	1/1/2026	12/31/2026	$51.40		$47.80	$55.00
Exempt	$160.31	$160.31	$160.31	1/1/2027	12/31/2027	$53.97	5.0%	$50.19	$57.75
	$168.32	$168.32	$168.32	1/1/2028	12/31/2028	$56.67	5.0%	$52.70	$60.64
	$176.74	$176.74	$176.74	1/1/2029	12/31/2029	$59.50	5.0%	$55.33	$63.67
	$185.58	$185.58	$185.58	1/1/2030	12/31/2030	$62.48	5.0%	$58.10	$66.85
Associate Engineer/Surveyor I	$138.12	$138.12	$138.12	1/1/2026	12/31/2026	$46.50		$43.00	$50.00
Exempt	$145.03	$145.03	$145.03	1/1/2027	12/31/2027	$48.83	5.0%	$45.15	$52.50
	$152.28	$152.28	$152.28	1/1/2028	12/31/2028	$51.27	5.0%	$47.41	$55.13
	$159.89	$159.89	$159.89	1/1/2029	12/31/2029	$53.83	5.0%	$49.78	$57.88
	$167.89	$167.89	$167.89	1/1/2030	12/31/2030	$56.52	5.0%	$52.27	$60.78
Assistant Engineer/Surveyor VII	$188.08	$188.08	$188.08	1/1/2026	12/31/2026	$63.32		$59.64	$67.00
Exempt	$197.49	$197.49	$197.49	1/1/2027	12/31/2027	$66.49	5.0%	$62.62	$70.35
	$207.36	$207.36	$207.36	1/1/2028	12/31/2028	$69.81	5.0%	$65.75	$73.87
	$217.73	$217.73	$217.73	1/1/2029	12/31/2029	$73.30	5.0%	$69.04	$77.56
	$228.61	$228.61	$228.61	1/1/2030	12/31/2030	$76.97	5.0%	$72.49	$81.44
Assistant Engineer/Surveyor VI	$174.94	$174.94	$174.94	1/1/2026	12/31/2026	$58.90		$55.29	$62.50
Exempt	$183.68	$183.68	$183.68	1/1/2027	12/31/2027	$61.84	5.0%	$58.05	$65.63
	$192.87	$192.87	$192.87	1/1/2028	12/31/2028	$64.93	5.0%	$60.96	$68.91
	$202.51	$202.51	$202.51	1/1/2029	12/31/2029	$68.18	5.0%	$64.01	$72.35
	$212.64	$212.64	$212.64	1/1/2030	12/31/2030	$71.59	5.0%	$67.21	$75.97
Assistant Engineer/Surveyor V	$161.78	$161.78	$161.78	1/1/2026	12/31/2026	$54.47		$50.93	$58.00
Exempt	$169.87	$169.87	$169.87	1/1/2027	12/31/2027	$57.19	5.0%	$53.48	$60.90
	$178.36	$178.36	$178.36	1/1/2028	12/31/2028	$60.05	5.0%	$56.15	$63.95
	$187.28	$187.28	$187.28	1/1/2029	12/31/2029	$63.05	5.0%	$58.96	$67.14
	$196.64	$196.64	$196.64	1/1/2030	12/31/2030	$66.20	5.0%	$61.91	$70.50
Assistant Engineer/Surveyor V	$161.78	$189.01	$216.24	1/1/2026	12/31/2026	$54.47		$50.93	$58.00
Non-Exempt	$169.87	$198.46	$227.06	1/1/2027	12/31/2027	$57.19	5.0%	$53.48	$60.90
	$178.36	$208.39	$238.41	1/1/2028	12/31/2028	$60.05	5.0%	$56.15	$63.95
	$187.28	$218.80	$250.33	1/1/2029	12/31/2029	$63.05	5.0%	$58.96	$67.14

ITEM 9.12. Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only	
	Straight[3]	OT(1.5x)	OT(2x)	From	To				
	$196.64	$229.75	$262.85	1/1/2030	12/31/2030	$66.20	5.0%	$61.91	$70.50

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Hourly Ranges	
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only	
Assistant Engineer/Surveyor IV	$147.88	$147.88	$147.88	1/1/2026	12/31/2026	$49.79		$46.57	$53.00
Exempt	$155.27	$155.27	$155.27	1/1/2027	12/31/2027	$52.27	5.0%	$48.90	$55.65
	$163.04	$163.04	$163.04	1/1/2028	12/31/2028	$54.89	5.0%	$51.34	$58.43
	$171.19	$171.19	$171.19	1/1/2029	12/31/2029	$57.63	5.0%	$53.91	$61.35
	$179.75	$179.75	$179.75	1/1/2030	12/31/2030	$60.51	5.0%	$56.61	$64.42
Assistant Engineer/Surveyor IV	$147.88	$172.77	$197.66	1/1/2026	12/31/2026	$49.79		$46.57	$53.00
Non-Exempt	$155.27	$181.41	$207.55	1/1/2027	12/31/2027	$52.27	5.0%	$48.90	$55.65
	$163.04	$190.48	$217.92	1/1/2028	12/31/2028	$54.89	5.0%	$51.34	$58.43
	$171.19	$200.00	$228.82	1/1/2029	12/31/2029	$57.63	5.0%	$53.91	$61.35
	$179.75	$210.00	$240.26	1/1/2030	12/31/2030	$60.51	5.0%	$56.61	$64.42
Assistant Engineer/Surveyor III	$134.72	$157.40	$180.07	1/1/2026	12/31/2026	$45.36		$42.21	$48.50
Non-Exempt	$141.46	$165.27	$189.08	1/1/2027	12/31/2027	$47.62	5.0%	$44.32	$50.93
	$148.53	$173.53	$198.53	1/1/2028	12/31/2028	$50.00	5.0%	$46.54	$53.47
	$155.95	$182.21	$208.46	1/1/2029	12/31/2029	$52.50	5.0%	$48.86	$56.14
	$163.75	$191.32	$218.88	1/1/2030	12/31/2030	$55.13	5.0%	$51.31	$58.95
Assistant Engineer/Surveyor II	$121.58	$142.04	$162.51	1/1/2026	12/31/2026	$40.93		$37.86	$44.00
Non-Exempt	$127.65	$149.14	$170.63	1/1/2027	12/31/2027	$42.98	5.0%	$39.75	$46.20
	$134.04	$156.60	$179.16	1/1/2028	12/31/2028	$45.13	5.0%	$41.74	$48.51
	$140.74	$164.43	$188.12	1/1/2029	12/31/2029	$47.38	5.0%	$43.83	$50.94
	$147.78	$172.65	$197.53	1/1/2030	12/31/2030	$49.75	5.0%	$46.02	$53.48
Assistant Engineer/Surveyor I	$108.42	$126.67	$144.92	1/1/2026	12/31/2026	$36.50		$33.50	$39.50
Non-Exempt	$113.84	$133.00	$152.16	1/1/2027	12/31/2027	$38.33	5.0%	$35.18	$41.48
	$119.53	$139.65	$159.77	1/1/2028	12/31/2028	$40.24	5.0%	$36.93	$43.55
	$125.51	$146.63	$167.76	1/1/2029	12/31/2029	$42.25	5.0%	$38.78	$45.73
	$131.78	$153.96	$176.15	1/1/2030	12/31/2030	$44.37	5.0%	$40.72	$48.01
Senior LiDAR Specialist II	$219.06	$219.06	$219.06	1/1/2026	12/31/2026	$73.75		$68.00	$79.50
Exempt	$230.02	$230.02	$230.02	1/1/2027	12/31/2027	$77.44	5.0%	$71.40	$83.48
	$241.52	$241.52	$241.52	1/1/2028	12/31/2028	$81.31	5.0%	$74.97	$87.65
	$253.59	$253.59	$253.59	1/1/2029	12/31/2029	$85.37	5.0%	$78.72	$92.03
	$266.27	$266.27	$266.27	1/1/2030	12/31/2030	$89.64	5.0%	$82.65	$96.63

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Hourly Ranges	
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only	
Senior LiDAR Specialist I	$194.56	$194.56	$194.56	1/1/2026	12/31/2026	$65.50		$60.00	$71.00
Exempt	$204.28	$204.28	$204.28	1/1/2027	12/31/2027	$68.78	5.0%	$63.00	$74.55
	$214.50	$214.50	$214.50	1/1/2028	12/31/2028	$72.21	5.0%	$66.15	$78.28
	$225.22	$225.22	$225.22	1/1/2029	12/31/2029	$75.82	5.0%	$69.46	$82.19
	$236.49	$236.49	$236.49	1/1/2030	12/31/2030	$79.62	5.0%	$72.93	$86.30
LiDAR Technician III	$187.38	$187.38	$187.38	1/1/2026	12/31/2026	$63.09		$58.17	$68.00
Exempt	$196.75	$196.75	$196.75	1/1/2027	12/31/2027	$66.24	5.0%	$61.08	$71.40
	$206.59	$206.59	$206.59	1/1/2028	12/31/2028	$69.55	5.0%	$64.13	$74.97
	$216.92	$216.92	$216.92	1/1/2029	12/31/2029	$73.03	5.0%	$67.34	$78.72
	$227.77	$227.77	$227.77	1/1/2030	12/31/2030	$76.68	5.0%	$70.71	$82.65
LiDAR Technician II	$166.83	$166.83	$166.83	1/1/2026	12/31/2026	$56.17		$51.33	$61.00
Exempt	$175.17	$175.17	$175.17	1/1/2027	12/31/2027	$58.97	5.0%	$53.90	$64.05
	$183.93	$183.93	$183.93	1/1/2028	12/31/2028	$61.92	5.0%	$56.59	$67.25
	$193.13	$193.13	$193.13	1/1/2029	12/31/2029	$65.02	5.0%	$59.42	$70.62
	$202.78	$202.78	$202.78	1/1/2030	12/31/2030	$68.27	5.0%	$62.39	$74.15
LiDAR Technician I	$145.55	$170.05	$194.55	1/1/2026	12/31/2026	$49.00		$44.50	$53.50
Non-Exempt	$152.82	$178.55	$204.27	1/1/2027	12/31/2027	$51.45	5.0%	$46.73	$56.18
	$160.46	$187.48	$214.49	1/1/2028	12/31/2028	$54.02	5.0%	$49.06	$58.98
	$168.49	$196.85	$225.21	1/1/2029	12/31/2029	$56.72	5.0%	$51.51	$61.93
	$176.91	$206.69	$236.47	1/1/2030	12/31/2030	$59.56	5.0%	$54.09	$65.03
GIS Manager	$164.85	$164.85	$164.85	1/1/2026	12/31/2026	$55.50		$50.50	$60.50
Exempt	$173.10	$173.10	$173.10	1/1/2027	12/31/2027	$58.28	5.0%	$53.03	$63.53
	$181.75	$181.75	$181.75	1/1/2028	12/31/2028	$61.19	5.0%	$55.68	$66.70
	$190.84	$190.84	$190.84	1/1/2029	12/31/2029	$64.25	5.0%	$58.46	$70.04
	$200.38	$200.38	$200.38	1/1/2030	12/31/2030	$67.46	5.0%	$61.38	$73.54
GIS Analyst	$142.58	$142.58	$142.58	1/1/2026	12/31/2026	$48.00		$43.00	$53.00
Exempt	$149.70	$149.70	$149.70	1/1/2027	12/31/2027	$50.40	5.0%	$45.15	$55.65
	$157.19	$157.19	$157.19	1/1/2028	12/31/2028	$52.92	5.0%	$47.41	$58.43
	$165.05	$165.05	$165.05	1/1/2029	12/31/2029	$55.57	5.0%	$49.78	$61.35
	$173.30	$173.30	$173.30	1/1/2030	12/31/2030	$58.34	5.0%	$52.27	$64.42
GIS Analyst	$142.58	$166.58	$190.58	1/1/2026	12/31/2026	$48.00		$43.00	$53.00
Non-Exempt	$149.70	$174.90	$200.10	1/1/2027	12/31/2027	$50.40	5.0%	$45.15	$55.65
	$157.19	$183.65	$210.11	1/1/2028	12/31/2028	$52.92	5.0%	$47.41	$58.43
	$165.05	$192.83	$220.62	1/1/2029	12/31/2029	$55.57	5.0%	$49.78	$61.35
	$173.30	$202.47	$231.65	1/1/2030	12/31/2030	$58.34	5.0%	$52.27	$64.42
Senior Technician III	$173.76	$173.76	$173.76	1/1/2026	12/31/2026	$58.50		$54.00	$63.00
Exempt	$182.45	$182.45	$182.45	1/1/2027	12/31/2027	$61.43	5.0%	$56.70	$66.15
	$191.58	$191.58	$191.58	1/1/2028	12/31/2028	$64.50	5.0%	$59.54	$69.46
	$201.15	$201.15	$201.15	1/1/2029	12/31/2029	$67.72	5.0%	$62.51	$72.93

ITEM 9.12. **ATTACHMENT 2**

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Hourly Range	
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only	
	$211.21	$211.21	$211.21	1/1/2030	12/31/2030	$71.11	5.0%	$65.64	$76.58
Senior Technician II	$155.20	$155.20	$155.20	1/1/2026	12/31/2026	$52.25		$48.00	$56.50
Exempt	$162.96	$162.96	$162.96	1/1/2027	12/31/2027	$54.86	5.0%	$50.40	$59.33
	$171.11	$171.11	$171.11	1/1/2028	12/31/2028	$57.61	5.0%	$52.92	$62.29
	$179.66	$179.66	$179.66	1/1/2029	12/31/2029	$60.49	5.0%	$55.57	$65.41
	$188.65	$188.65	$188.65	1/1/2030	12/31/2030	$63.51	5.0%	$58.34	$68.68

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Hourly Ranges	
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only	
Senior Technician I	$136.64	$136.64	$136.64	1/1/2026	12/31/2026	$46.00		$42.00	$50.00
Exempt	$143.47	$143.47	$143.47	1/1/2027	12/31/2027	$48.30	5.0%	$44.10	$52.50
	$150.64	$150.64	$150.64	1/1/2028	12/31/2028	$50.72	5.0%	$46.31	$55.13
	$158.17	$158.17	$158.17	1/1/2029	12/31/2029	$53.25	5.0%	$48.62	$57.88
	$166.08	$166.08	$166.08	1/1/2030	12/31/2030	$55.91	5.0%	$51.05	$60.78
Technician III	$130.69	$152.69	$174.69	1/1/2026	12/31/2026	$44.00		$40.00	$48.00
Non-Exempt	$137.23	$160.33	$183.43	1/1/2027	12/31/2027	$46.20	5.0%	$42.00	$50.40
	$144.09	$168.35	$192.60	1/1/2028	12/31/2028	$48.51	5.0%	$44.10	$52.92
	$151.30	$176.76	$202.23	1/1/2029	12/31/2029	$50.94	5.0%	$46.31	$55.57
	$158.86	$185.60	$212.34	1/1/2030	12/31/2030	$53.48	5.0%	$48.62	$58.34
Technician II	$112.87	$131.87	$150.87	1/1/2026	12/31/2026	$38.00		$34.00	$42.00
Non-Exempt	$118.52	$138.47	$158.42	1/1/2027	12/31/2027	$39.90	5.0%	$35.70	$44.10
	$124.44	$145.39	$166.34	1/1/2028	12/31/2028	$41.90	5.0%	$37.49	$46.31
	$130.66	$152.66	$174.65	1/1/2029	12/31/2029	$43.99	5.0%	$39.36	$48.62
	$137.20	$160.29	$183.39	1/1/2030	12/31/2030	$46.19	5.0%	$41.33	$51.05
Technician I	$94.31	$110.18	$126.06	1/1/2026	12/31/2026	$31.75		$28.00	$35.50
Non-Exempt	$99.02	$115.69	$132.36	1/1/2027	12/31/2027	$33.34	5.0%	$29.40	$37.28
	$103.97	$121.48	$138.98	1/1/2028	12/31/2028	$35.00	5.0%	$30.87	$39.14
	$109.17	$127.55	$145.93	1/1/2029	12/31/2029	$36.75	5.0%	$32.41	$41.10
	$114.63	$133.93	$153.22	1/1/2030	12/31/2030	$38.59	5.0%	$34.03	$43.15
Grant Administrator	$198.27	$198.27	$198.27	1/1/2026	12/31/2026	$66.75		$60.00	$73.50
Exempt	$208.18	$208.18	$208.18	1/1/2027	12/31/2027	$70.09	5.0%	$63.00	$77.18
	$218.59	$218.59	$218.59	1/1/2028	12/31/2028	$73.59	5.0%	$66.15	$81.03
	$229.52	$229.52	$229.52	1/1/2029	12/31/2029	$77.27	5.0%	$69.46	$85.09
	$241.00	$241.00	$241.00	1/1/2030	12/31/2030	$81.14	5.0%	$72.93	$89.34
Senior Project Coordinator	$181.93	$181.93	$181.93	1/1/2026	12/31/2026	$61.25		$49.00	$73.50
Exempt	$191.03	$191.03	$191.03	1/1/2027	12/31/2027	$64.31	5.0%	$51.45	$77.18
	$200.58	$200.58	$200.58	1/1/2028	12/31/2028	$67.53	5.0%	$54.02	$81.03
	$210.61	$210.61	$210.61	1/1/2029	12/31/2029	$70.90	5.0%	$56.72	$85.09
	$221.14	$221.14	$221.14	1/1/2030	12/31/2030	$74.45	5.0%	$59.56	$89.34

ITEM 9.12. Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Actual Wages	
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only	
Project Coordinator	$117.33	$117.33	$117.33	1/1/2026	12/31/2026	$39.50		$28.00	$51.00
Exempt	$123.19	$123.19	$123.19	1/1/2027	12/31/2027	$41.48	5.0%	$29.40	$53.55
	$129.35	$129.35	$129.35	1/1/2028	12/31/2028	$43.55	5.0%	$30.87	$56.23
	$135.82	$135.82	$135.82	1/1/2029	12/31/2029	$45.73	5.0%	$32.41	$59.04
	$142.61	$142.61	$142.61	1/1/2030	12/31/2030	$48.01	5.0%	$34.03	$61.99
Certified Party Chief**	$196.31	$229.35	$262.40	3/1/2026	2/28/2027	$66.09		$65.79	$68.79
Non-Exempt				3/1/2027	2/29/2028		DIR***		
				3/1/2028	2/28/2029		DIR***		
				3/1/2029	2/28/2030		DIR***		
Prevailing Wage				3/1/2030	2/28/2031		DIR***		
Party Chief**	$173.73	$202.98	$232.22	3/1/2026	2/28/2027	$58.49		$64.75	$64.75
Non-Exempt				3/1/2027	2/29/2028		DIR***		
				3/1/2028	2/28/2029		DIR***		
				3/1/2029	2/28/2030		DIR***		
Prevailing Wage				3/1/2030	2/28/2031		DIR***		
Chainman/Rodman**	$151.55	$177.06	$202.57	3/1/2026	2/28/2027	$51.02		$54.28	$54.28
Non-Exempt				3/1/2027	2/29/2028		DIR***		
				3/1/2028	2/28/2029		DIR***		
				3/1/2029	2/28/2030		DIR***		
Prevailing Wage				3/1/2030	2/28/2031		DIR***		
Apprentice - 4th Period**	$136.40	$159.36	$182.32	3/1/2026	2/28/2027	$45.92		$48.85	$48.85
Non-Exempt				3/1/2027	2/29/2028		DIR***		
				3/1/2028	2/28/2029		DIR***		
				3/1/2029	2/28/2030		DIR***		
Prevailing Wage				3/1/2030	2/28/2031		DIR***		

ITEM 9.12. Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual **or** Avg.	% or $	Average Hourly Range	
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only	
Apprentice - 3rd Period**	$128.82	$150.51	$172.19	3/1/2026	2/28/2027	$43.37		$46.14	$46.14
Non-Exempt				3/1/2027	2/29/2028		DIR***		
				3/1/2028	2/28/2029		DIR***		
				3/1/2029	2/28/2030		DIR***		
Prevailing Wage				3/1/2030	2/28/2031		DIR***		
Apprentice - 2nd Period**	$113.67	$132.81	$151.94	3/1/2026	2/28/2027	$38.27		$40.71	$40.71
Non-Exempt				3/1/2027	2/29/2028		DIR***		
				3/1/2028	2/28/2029		DIR***		
				3/1/2029	2/28/2030		DIR***		
Prevailing Wage				3/1/2030	2/28/2031		DIR***		
Apprentice - 1st Period**	$90.92	$106.23	$121.53	3/1/2026	2/28/2027	$30.61		$32.57	$32.57
Non-Exempt				3/1/2027	2/29/2028		DIR***		
				3/1/2028	2/28/2029		DIR***		
				3/1/2029	2/28/2030		DIR***		
Prevailing Wage				3/1/2030	2/28/2031		DIR***		

NOTES:

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

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

5. Escalation for personnel subject to prevailing wage (***) shall follow the annual DIR determinations.

SAMPLE COST PROPOSAL 2 Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant R.E.Y. Engineers, Inc. [ ] Prime Consultant [x] Subconsultant [ ] 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Date 4/15/2026

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEM	**Quantity**	**Unit**	**Unit Cost**	**Total**
Terrestrial LiDAR (TLS) Equipment		Hour	$ 235.00	$ -
Mobile LiDAR (MTLS) Equipment		Hour	$ 810.00	$ -
UAV LiDAR		Flight	$ 815.00	$ -
Bathymetric Survey Vessel		Day	$ 1,215.00	$ -
Plan Sheets (Color)		Sq Ft	$ 1.00	$ -
Plan Sheets (B&W)		Sq Ft	$ 0.50	$ -
				$ -
				$ -
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

SAMPLE COST PROPOSAL 2 Page 3 of 3

Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1 Generally Accepted Accounting Principles (GAAP)
2 Terms and conditions of the contract
3 Title 23 United States Code Section 112 - Letting of Contracts
4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying

Name:	Jim Fisher, PE, QSD/P	Title:	President
Signature:		Date of Certification: (mm/dd/yyy)	4/15/2026
Email:	jfisher@reyengineers.com	Phone Number:	916-366-3040
Address:	905 Sutter Street, Suite 200, Folsom, CA 95630		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

On-Call Land Surveying Services

Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Dewberry Engineers Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: 162.73 and Field Office Rate (if applicable): 139.26

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 01/01/2024-12/31/2024

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

Exhibit B

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $452.3M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 45
- Years of consultant's experience with 48 CFR Part 31 is 44
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☑	Local Govt ICR Audit ☐	Caltrans ICR Audit ☑
CPA ICR Audit ☑	Federal Govt ICR Audit ☑	L2026-2107

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Cynthia Chen Title**: Chief Financial Officer

Signature: Cynthia Chen Digitally signed by Cynthia Chen Date: 2025.07.01 10:25:47 -04'00' Date: 07/01/2025

Phone**: (703) 849-0409 Email**: cchen@dewberry.com

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

MEMORANDUM

ITEM 9.13.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Erin Naderi, Finance Analyst II

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2021-270-5 WITH THE SACRAMENTO COUNTY DISTRICT ATTORNEY'S OFFICE IN AN AMOUNT NOT TO EXCEED $193,592 FOR COMMUNITY PROSECUTION PROGRAM SERVICES THROUGH JUNE 30, 2027**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute the fifth amendment to the city's Memorandum of Understanding with the Sacramento County District Attorney's Office in an amount not to exceed $193,592 for Community Prosecution Program Services through June 30, 2027.

BACKGROUND

The city has contracted with the Sacramento County District Attorney's Office since 2008 to work collaboratively with the Rancho Cordova Police Department, Neighborhood Services, and other local agencies to reduce the number of major nuisance properties, reduce crime, and address quality-of-life issues throughout the community.

As part of this agreement, a full-time Community Prosecutor is shared between the city and the Sacramento County Sheriff's East Division and is assigned to work out of the Rancho Cordova Police Department office. The city pays 50% of the cost of the assigned Community Prosecutor, totaling $193,592 for Fiscal Year 2026-2027.

The assigned Community Prosecutor works with members of the city team, law enforcement, local agencies, businesses, and the community to develop solutions and help address some of the most significant and persistent issues facing the city, including chronic nuisance offenders, theft, trespassing, problem properties, and other quality-of-life violations.

Over the last three years, the Community Prosecutor assigned to the City of Rancho Cordova has reviewed approximately five to ten search warrants per month and prosecuted approximately 40 individuals who participated in the CORE program, mental health diversion, and/or completed in-custody jail time. For these individuals, the Community Prosecutor

reviewed approximately eight to ten misdemeanor cases per person, totaling an estimated 320 to 400 misdemeanor cases over the three-year period. Several of these individuals participated in programs multiple times or qualified for the CORE program more than once.

During this same period, the Community Prosecutor worked with Code Enforcement and/or the POP team on approximately 35 projects involving businesses, apartments, hotels, and private residences. The Community Prosecutor also prosecuted approximately seven individuals charged with felony crimes, including felony stalking, assault with a deadly weapon, theft, and vandalism.

In addition to casework and project coordination, the Community Prosecutor regularly participates in the monthly FOZ Business Watch meeting, quarterly Neighborhood Watch meetings, community events in Rancho Cordova, internet safety presentations for elementary and middle school students, the RCPD Citizen’s Academy, and Leadership Rancho Cordova. The Community Prosecutor also remains available to assist with questions and issues raised by officers at RCPD and the Sacramento County Sheriff's East Division.

The attached amendment to the city's Memorandum of Understanding with the Sacramento County District Attorney's Office extends the term of service through June 30, 2027. Continuing this partnership provides the city with dedicated legal expertise, coordinated problem-solving capacity, and focused support for recurring public safety and quality-of-life concerns.

FISCAL IMPACT AND FUNDING SOURCE

The Fiscal Impact will be an expense of $193,592 to the General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2021-270-5

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2021-270-5 WITH THE SACRAMENTO COUNTY DISTRICT ATTORNEY'S OFFICE IN AN AMOUNT NOT TO EXCEED $193,592 FOR COMMUNITY PROSECUTION PROGRAM SERVICES THROUGH JUNE 30, 2027

WHEREAS, the Sacramento County District Attorney's Office ("District Attorney") operates a Community Prosecution Program to solve problems, ensure public safety, and enhance the quality of life; and

WHEREAS, the District Attorney Community Prosecution Program focuses on targeted areas and involves a long-term proactive partnership between prosecutors, law enforcement, the community, and public and private organizations; and

WHEREAS, the City of Rancho Cordova ("Rancho Cordova") desires to obtain said Community Prosecution Program services for the improvement of Rancho Cordova; and

WHEREAS, the District Attorney and Rancho Cordova have previously entered into a Memorandum of Understanding (MOU) on July 1, 2021, to provide reimbursement for services for the Community Prosecution Program; and

WHEREAS, the District Attorney and Rancho Cordova desire to formally amend said MOU to modify the term and reimbursement amount for services by the Community Prosecution Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute Contract Amendment No. 2021-270-5 with the Sacramento County District Attorney's Office in an amount not to exceed $193,592 for Community Prosecution Program Services through June 30, 2027, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO COUNTY DISTRICT ATTORNEY'S OFFICE AND CITY OF RANCHO CORDOVA FOR COMMUNITY PROSECUTION PROGRAM SERVICES

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this _____ day of _____, 2026 by and between the City of Rancho Cordova, California, a California municipal corporation, hereinafter called "RANCHO CORDOVA," and the County of Sacramento, California, District Attorney's Office hereinafter called "DISTRICT ATTORNEY."

WHEREAS, DISTRICT ATTORNEY operates a Community Prosecution Program to solve problems, ensure public safety and enhance the quality of life; and

WHEREAS, DISTRICT ATTORNEY'S Community Prosecution Program focuses on targeted areas and involves a long-term proactive partnership between prosecutors, law enforcement, the community and public and private organizations; and

WHEREAS, RANCHO CORDOVA desires to obtain said Community Prosecution Program services for the improvement of RANCHO CORDOVA;

NOW, THEREFORE, in consideration of the provisions of this MOU, both RANCHO CORDOVA and DISTRICT ATTORNEY agree as follows:

A. Scope of Services

The duties of a full time Community Prosecutor shared between RANCHO CORDOVA and the Sacramento County Sheriff's East Division and assigned by DISTRICT ATTORNEY to the geographic area described in Attachment "A" shall include:

1. Community Prosecutor will be assigned to, and work out of an office located at, the Sacramento Sheriff's Office (SSO) East Division/City of Rancho Cordova Police Department, 2897 Kilgore Road, Rancho Cordova, CA 95670.

2. Community Prosecutor will be an Attorney, Lv IV or above.

3. Community Prosecutor will work collaboratively with Rancho Cordova Police Department, SSO, and City Departments including, but not limited to, Neighborhood Services, Finance and Community Development, and other local agencies to establish

priorities, geographic focus areas, and short and long-term goals, to include:

a. Reducing major nuisance properties; and

b. Reducing crime, addressing quality-of-life concerns, and mitigating nuisance violations in certain geographic areas as supported by data, the community, and the City's Grow Strong Neighborhood initiative; and

c. Being part of the regional effort to reduce homelessness.

4. RANCHO CORDOVA community priorities as established by the Rancho Cordova City Council will be provided to the DISTRICT ATTORNEY Community Prosecutor and shall be considered in determining priorities and efforts.

   a. In no way may these priorities interfere with DISTRICT ATTORNEY prosecutorial discretion.

   b. RANCHO CORDOVA recognizes that the Community Prosecutor's decision to take action on any particular case or matter must be consistent with the law including, but not limited to, criminal law, laws of evidence, criminal procedure and ethical responsibilities.

5. Community Prosecutor will familiarize him or herself with Rancho Cordova, including its ordinances. He or she will communicate with the Rancho Cordova City Attorney's Office on any questions or issues that may have an impact with the Community Prosecutor performing his or her duties.

6. Community Prosecutor will work collaboratively with RANCHO CORDOVA, Sacramento County Law Enforcement, Rancho Cordova Neighborhood Services Director , Rancho Cordova City Manager and City Attorney, community members and community organizations to focus resources, craft solutions and solve the most significant and pressing problems including, but not limited to, chronic offender rehabilitation effort (CORE), theft, trespassing, and other quality of life violations. Some of the duties the Community Prosecutor will perform include:

   a. Attend meetings of community organizations to familiarize community members with the Community Prosecution Program. Community meetings include, but are not limited to, Neighborhood Crime Watch meeting, Folsom Olsen and Zinfandel Business Crime Watch meeting, Hotel Crime Watch

meeting, and Good Neighbor Day(s). Distribute a Needs Assessment survey intended to reveal public safety and quality of life problems. Evaluate data from the Needs Assessment survey and formulate priorities for addressing the problems; priorities will also take into consideration data received from Rancho Cordova City Council and City officials.

b. Meet with community members and law enforcement at regular sessions of community groups, public and private organizations, and neighborhood and business associations, or at discussion sessions organized by the Community Prosecutor. The Community Prosecutor and Problem-Oriented Police (POP) Officers will meet with community groups to present survey results and solicit citizen ideas and concerns for ultimate strategies to address problems identified in the survey.

c. Discuss with POP officers legal issues that arise in the course of investigations, arrests, and searches in cases involving community problems. Consult with law enforcement agencies, Rancho Cordova City officials, and community members to devise strategies to eliminate community problems. Refine partnerships with Rancho Cordova Police Department, public and private agencies and community members, to focus resources on identified community problems. Attend monthly POP and Code Enforcement collaboration meeting to identify nuisance property and quality of life issues throughout the City.

d. In working with law enforcement and the community to craft solutions, the Community Prosecutor will rely upon:

- Criminal Prosecution – Felony, Misdemeanor and Infraction
- Civil Prosecution
- Probation and Parole Violations
- Informal Meetings
- Informal Mediation
- Citizen Mobilization
- Commercial Intervention
- Local and State Legislative Process
- Juvenile Prosecution
- Community Action
- Landlord Training
- Other applicable resources

e. Monitor the filing and prosecution of significant "impact" cases affecting the service area.

f. Educate community members on Victim/Witness Assistance Program services available through the District Attorney's Office and the State of California; and familiarize community members with the criminal justice process.

g. Present and facilitate community forums throughout the community to address issues such as domestic violence, unlawful sexual conduct, corporal punishment and gang activity.

h. Periodically distribute a survey to evaluate the success of the Community Prosecution Program. Share the results of surveys with Rancho Cordova City staff.

i. The Sacramento County District Attorney's Office executive team will meet semiannually with City officials, including Rancho Cordova Police Department leadership, Neighborhood Services, and the City Attorney's Office. That discussion will include a review of completed projects, filed and completed criminal prosecutions (including Chronic Nuisance Offender cases), attendance at community meetings/activities, hosted meetings/activities/trainings, and ongoing long-term projects within the City of Rancho Cordova. RANCHO CORDOVA may request a written summary of these reports.

B. Term

This MOU shall be effective July 1, 2026 through June 30, 2027. RANCHO CORDOVA may renew this MOU annually by letter amendment for four additional one-year periods for a total contract term up to five years.

C. Reimbursement

1. Upon receipt of quarterly invoices from DISTRICT ATTORNEY, RANCHO CORDOVA will reimburse DISTRICT ATTORNEY for 50% of the salary, benefits, vehicle and fuel costs of a full time Community Prosecutor from July 1, 2026 through June 30, 2027, not to exceed a total reimbursement of $193,592.

2. In anticipation of possible personnel, vehicle and fuel cost increases for the assigned Community Prosecutor, the annual reimbursement rate shall be reviewed by DISTRICT ATTORNEY and RANCHO CORDOVA for each of the subsequent twelve-month

periods under the terms of this MOU and revised as mutually agreed by letter amendment to this MOU.

D. Indemnification

1. To the fullest extent permitted by law, each party shall defend, indemnify and hold the other party, its governing body, officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this MOU. It is the intent of the parties hereto that, where negligence or fault is determined to have been contributory, the principles of comparative fault will be followed and each party shall bear the proportionate costs of any loss, damage, expense and liability attributable to a finding of that party's negligence or the fault of that party.

2. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

3. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.

4. The provisions of this Paragraph shall survive the expiration or termination of this MOU.

E. Insurance

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage.

F. Disputes

In the event of any dispute arising out of or relating to this MOU, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, DA shall continue without delay to carry out all its responsibilities under this MOU unless the MOU is otherwise terminated in accordance with the Termination provisions herein.

G. Termination

This MOU may be terminated without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. Any overpayment for services that have not yet been rendered shall be returned to RANCHO CORDOVA by DISTRICT ATTORNEY.

H. Entire Agreement

This MOU constitutes the entire agreement between the parties with respect to the subject matter.

I. Alteration

This MOU may be modified or extended by letter amendment upon the mutual consent and signature of RANCHO CORDOVA and DISTRICT ATTORNEY.

J. Notice

1. Notice to DISTRICT ATTORNEY:

   Sacramento County District Attorney
   901 G Street
   Sacramento, CA 95814
   Attn: Chief Deputy District Attorney

2. Notice to RANCHO CORDOVA:

   City of Rancho Cordova
   2729 Prospect Park Drive
   Rancho Cordova, CA 95670
   Attn: Neighborhood Services Director

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of the parties here, the day and year first above written.

_____

MICAH RUNNER
City Manager
City of Rancho Cordova

THIEN HO
District Attorney
Sacramento County District Attorney's Office

MEMORANDUM

ITEM 9.14.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2025-271-2 WITH CREATIVE NOGGIN, LLC FOR ECONOMIC DEVELOPMENT MARKETING AND COMMUNICATIONS SERVICES MAKING THE CUMULATIVE AMOUNT OF THE CONTRACT $160,000**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract Amendment No. 2025-271-2 with Creative Noggin, LLC for economic development marketing and communications services making the cumulative amount of the contract $160,000.

BACKGROUND

On January 1, 2026, the city entered into a Professional Services Agreement with Creative Noggin, LLC to provide communications and graphic design support services for the Rancho Cordova Youth Center (RCYC) and the Rancho Cordova Promise Program (RCCP).

On March 3, 2026, the City Council approved a First Amendment to the Agreement to expand the scope of services to include development of an Economic Development Communications Strategy and Implementation Toolkit in support of the city's Economic Development Strategic Plan (EDSP). The project included development of key messaging, visual assets, marketing templates, storytelling tools, and a communications framework designed to support the city's business attraction, retention, and expansion efforts.

Through that work, the strategy and toolkit identified marketing and communications activities that would strengthen the city's economic development initiatives. The city seeks to expand Creative Noggin's scope of services to continue the implementation and advancement of the recommendations identified.

FISCAL IMPACT AND FUNDING SOURCE

The additional services would increase the Agreement amount by $30,000, for a total amount not to exceed $160,000.

This project has been budgeted for from the Economic Development Department's approved Fiscal Year 2026-2027 Measure R budget.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2025-271-2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2025-271-2 WITH CREATIVE NOGGIN, LLC FOR ECONOMIC DEVELOPMENT MARKETING AND COMMUNICATIONS SERVICES MAKING THE CUMULATIVE AMOUNT OF THE CONTRACT $160,000

WHEREAS, the City of Rancho Cordova entered into a Professional Services Agreement with Creative Noggin, LLC dated January 1, 2026, for communications and graphic design support services for the Rancho Cordova Youth Center (RCYC) and the Rancho Cordova Promise Program (RCCP); and

WHEREAS, on March 3, 2026, the City Council approved a First Amendment to the Agreement to expand the scope of services to include development of an Economic Development Communications Strategy and Implementation Toolkit; and

WHEREAS, the Economic Development Communications Strategy and Implementation Toolkit identified recommendations to strengthen the city's economic development marketing and communications efforts; and

WHEREAS, the city desires to expand the scope of services under the Agreement to implement priority projects, marketing assets, storytelling initiatives, and related economic development marketing and communications activities; and

WHEREAS, the second amendment increases the total compensation under the Agreement by $30,000, for a total not-to-exceed amount of $160,000; and

WHEREAS, funding for the amendment is included in the approved Economic Development Department budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does hereby authorize the City Manager to execute Contract Amendment No. 2025-271-2 with Creative Noggin, LLC in an amount not to exceed $30,000 for economic development marketing and communications services making the cumulative amount $160,000 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND CREATIVE NOGGIN, LLC

This Second Amendment to the Professional Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and Creative Noggin, LLC ("Professional") as of June 16, 2026. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") dated January 1, 2026; and

WHEREAS, the Parties subsequently entered into a First Amendment to the Agreement dated March 3, 2026, to expand the scope of services to include Economic Development Marketing and Communications Support for the City's Economic Development Department; and

WHEREAS, Creative Noggin developed an Economic Development Communications Strategy and Implementation Toolkit which recommended opportunities and priority projects to strengthen the City's economic development marketing, business support, and storytelling efforts; and

WHEREAS, the City desires to expand the scope of services under the Agreement to include implementation of priority recommendations and completion of economic development marketing and communications projects; and

WHEREAS, Creative Noggin possesses unique familiarity with the City's Economic Development Strategic Plan, communications strategy, messaging framework, visual assets, and implementation priorities, making it well-positioned to efficiently provide the additional services; and

WHEREAS, the cost for additional implementation services is Thirty Thousand Dollars ($30,000); and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the Agreement, "Compensation," provides for the City to pay Professional a sum not to exceed One Hundred Thousand Dollars: ($130,000.00). The Parties agree to amend Section 2 of the Agreement in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the Agreement is amended to read as follows:

   "City hereby agrees to pay Professional a sum not to exceed One Hundred Sixty Thousand Dollars: ($160,000.00), notwithstanding any contrary indication that may be contained in

Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. The document entitled "Scope of Services," attached hereto as Exhibit A, shall replace and supersede the Agreement's Exhibit A.

3. The document entitled "Compensation Schedule," attached hereto as Exhibit B, shall replace and supersede the Agreement's Exhibit B.

4. All other terms and conditions in the Agreement shall remain in full force and effect to the extent they are not in conflict with this Amendment.

5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

Date:_____

PROFESSIONAL

_____
Tracy Marlowe, CEO

Date:_____

EXHIBIT A
SCOPE OF SERVICES

The Professional shall perform professional services for **Communications and Graphic Design Support for the Rancho Cordova Youth Center (RCYC) and Rancho Cordova Promise Program (RCCP)**.

The Professional will be expected to manage and control costs and resources, 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).

The Professional shall, with guidance from the City's Communications & Public Affairs Department and the City Manager's Department, implement RCYC's & RCCP's strategic communications plans.

The main goals of the RCYC plan include increasing the number of students registered at RCYC and enrolled in new and seasonal programming, market new programming options, and build brand trust.

The main goal of the RCCP plan is to improve program awareness, enrollment and build brand trust.

The Professional will provide the scope of work below but also may include additional scope based on new programs or pilots and / or change of programs. The City may, from time to time, request changes to the Scope of Services, including but not limited to increases or decreases in the number or type of deliverables (such as additional editorial calendars, newsletter templates, or campaigns). No such change shall be effective or compensable unless authorized in advance through a written amendment to this Agreement executed by both Parties in accordance with Section 8.3 ("Amendments"). Any such amendment may, as appropriate, revise Exhibit A (Scope of Services), Exhibit B (Compensation Schedule), and/or the Term of the Agreement.

Content Development

- Produce monthly editorial calendars and develop compelling stories across all channels.
- Update RCYC Programming Guide tri-annually (Fall / Winter, Winter / Spring and Summer).
- Update RCYC flyers (general, February break, Spring break, specialty enrichment and Trunk-or-treat, transportation program) annually.
- Design RCCP two flyers for high school and veteran audiences annually.
- Update RCYC and RCCP digital billboard advertising quarterly, as needed.
- Create two (2) RCYC and RCCP electronic newsletter templates: one (1) template for the Rancho Cordova Youth Center (RCYC) and one (1) template for the Rancho Cordova Promise Program (RCCP), configured to be reusable by City staff.
- Design monthly Instagram and Facebook content for the RCYC and RCCP (approximately 16 annually).
- Generate original media assets (photo shoots, video shorts and reels) quarterly to showcase RCYC and RCCP benefits; maintain an archive for future use.

Digital Marketing & SEO

- Optimize the City's RCYC and RCCP webpages for local search by enhancing metadata, adding location keywords and ensuring mobile friendly signup forms.
- Collaborate with the city to strategize and manage advertising on Nextdoor and Meta (Instagram and Facebook); craft audience-specific parameters for advertising to targeted demographics to optimize campaigns for two to five campaigns annually.

In addition, the Professional will:

- Measure the success of tactical implementation of the RCYC Strategic Communications Plan by tracking and reporting performance metrics:
    - Performance Metrics
        - RCYC
            - Increase website visits to program pages by 30% (leveraging local SEO and Nextdoor).
        - Search engine ranking for keywords
- Improve enrollment conversion rates; track the impact of SMS and email campaigns on signups.
- Grow social media reach and engagement (followers, shares, comments) across Meta and Nextdoor.
- Achieve specified attendance targets for open houses and info sessions.
- Gather community feedback via surveys to gauge awareness and satisfaction.
- Increase website visits to RCCP program pages by +30%

The Professional will attend and contribute to team meetings and brainstorm sessions and conduct other outreach as needed to gather information for story content.

The Professional shall complete all work under this Agreement by June 30, 2027, as referenced in subsection 1.1.

Accessibility Requirements

1. **Accessibility Laws.**
   Professional acknowledges that City is a public entity subject to the Americans with Disabilities Act ("ADA"), including Title II, the U.S. Department of Justice's 2024 ADA Title II Digital Accessibility Rule Section 504 (28 C.F.R. Part 35, Subpart I), Section 504 of the California Building Code accessibility requirements, and other applicable federal and state accessibility laws and regulations, including implementing regulations and successor standards (collectively, "Accessibility Laws"). Professional shall perform all Services in compliance with, and in support of City's obligation to comply with, Accessibility Laws.

2. **Accessible Deliverables.**
   To the extent required by law, Professional's Services that include creation or modification of web content or mobile applications, shall:
   a. Design, develop, and deliver content and materials that are: (1) accessible by default; (2) compatible with commonly used assistive technologies; and (3) generally consistent with then-current accessibility requirements under Accessibility Laws (including, where applicable, Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA or any successor standard that applies).
   b. Not rely solely on accessibility overlays or automated tools as a substitute for creating, coding, and delivering accessible content.
   c. Use accessibility language provided by City in notices and materials, and coordinate with City regarding any requested reasonable accommodations when assisting with public-facing outreach or events.

3. **Testing and Certification.**
   At its sole cost and expense, Professional shall perform reasonable accessibility testing of its work product and deliverables to confirm compliance with Accessibility Laws and applicable accessibility standards. Professional certifies that any deliverables under this Agreement have been tested and comply with such the Accessibility Laws.

4. **Cooperation and Remediation.**
   Professional shall cooperate with City in assessing the accessibility of Professional's work product and deliverables. If City, in its sole discretion, determines that Professional's work product or deliverables do not meet the requirements of the Accessibility Laws or any standard therein, and which are within Professional's control, Professional shall correct such issues within five (5) business days of identification at no additional cost to City.

A work plan for the Communications and Graphic Design Support for the RCYC and RCCP is also attached as part of Exhibit A and included on the following page.

The Professional shall also perform professional services in support of the City of Rancho Cordova's Economic Development Department.

Economic Development Communications Strategy & Implementation Toolkit
Project Timeline: March 3, 2026 – June 30, 2026

Purpose
The Professional shall, with guidance from the City's Economic Development Department and the City's Communications & Public Affairs Department, develop a comprehensive economic development communications strategy and implementation toolkit aligned with the City's Economic Development Strategic Plan.

The main goal of the Economic Development communications strategy is to clearly articulate Rancho Cordova's economic development value proposition; promote the City's assets, target industries, and

competitive advantages; highlight business success stories; and position Rancho Cordova as the premier place to do business in the region. This project would deliver ready-to-use tools that communicate the city's economic development messages, promote the city's assets to attract more business, feature key success stories, and measure results.

Deliverables

- **Discovery:** Review the city's economic development strategic plan and already-available research and materials to understand key audiences and goals.
- **Strategic Planning:** Work with the city to develop a communications strategy for economic development.
    - Identify priority audiences and sectors
    - Identify key channels to best reach audiences/sectors
    - Identify tactics, including communications toolkit and website layout/configuration, to position Rancho Cordova as the place to do business
- **Communications Toolkit:** Deliver key assets, including messaging; visual templates; and video, social and digital storytelling.
    - Develop key messaging
    - Create a distinct look and feel for economic development that aligns with the city brand
    - Create new templates and new key assets, including but not limited to social media graphics, digital content graphics, flyer, one-pager, slide deck, and digital newsletter.
        - Work with the city to create both industry- and audience-specific assets.
    - Coordinate 5 videos with production company that bring sector stories and business wins to life.
    - Develop Website Recommendations

Timeline: Professional shall complete and deliver all work no later than June 30, 2026.

Economic Development Communications Project Implementation
Project Timeline: July 1, 2026 – December 31, 2026

The Professional will provide strategic marketing, communications, branding, and creative services to support the City's economic development objectives. Services may include planning, content development, creative direction, stakeholder coordination, marketing execution, and related consulting activities.

Projects may include: Marketing Videos Coordination and Creative Content, Branding and Collateral Creation, Digital Communications and Website Support, Social Media and Content Creation (20-30 social media posts), Paid Media Planning and Support, Email Communication Support, and General Consulting Services for Marketing and Communications.

Services will be provided on an as-needed basis and billed hourly. Specific tasks, deliverables, and timelines will be mutually agreed upon in writing prior to the commencement of work.

Work plan for the Communications and Graphic Design Support for the RCYC and RCCP

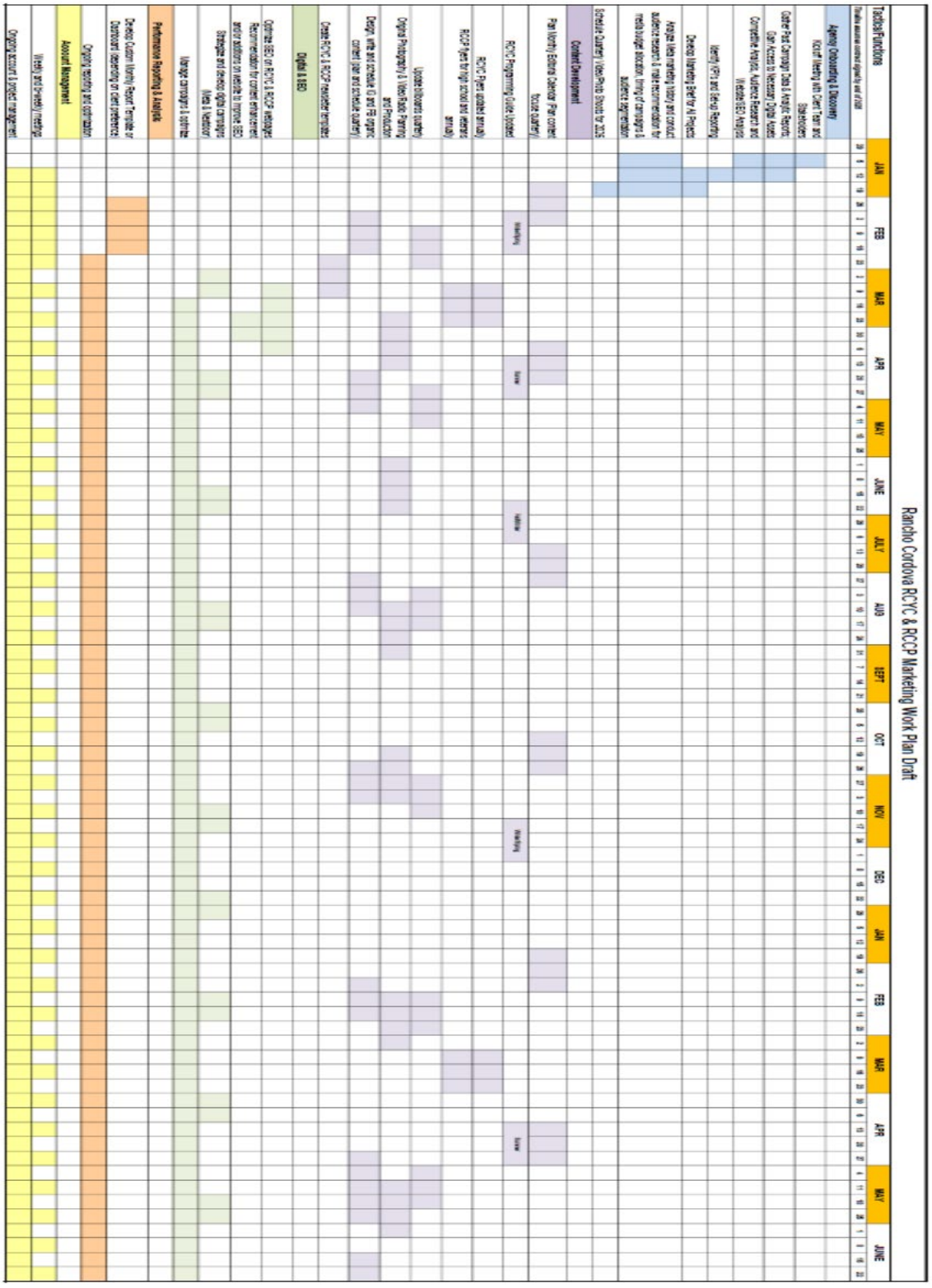


EXHIBIT B
COMPENSATION SCHEDULE

Communications and Graphic Design Support for the Rancho Cordova Youth Center (RCYC) and Rancho Cordova Promise Program (RCCP)

Professional shall be compensated for all services performed under this Agreement on a time-and-materials basis at a single blended hourly rate of One Hundred Fifty Dollars ($150.00) per hour for all classifications of Professional's staff and services.

These services include:

- Marketing planning and strategy
- Account service
- Project management
- Creative concepting
- Copywriting
- Art direction
- Digital strategy and management
- Search Engine Optimization (SEO)
- Generative Engine Optimization (GEO, i.e. AI search optimization)
- Design
- Website development

Marketing Services Estimates

1. City Onboarding, Research & Discovery
   a. Onboarding
      i. Set up as a client in Professional systems.
      ii. Gain access to all necessary assets (website, analytics, dashboard, Meta, etc.).
      iii. Gain access to photo and video library, marketing and collateral files, past advertising history, etc.
   b. Kickoff meeting
      i. Identify key attendees.
      ii. Schedule.
      iii. Prepare agenda and discovery guide and share with client.
      iv. Conduct meeting.
      v. Define goals, progress reporting needs and on-going meeting frequency.
   c. Research
      i. Client, audience and industry research.
      ii. Competitive research.

Approximately 23 hours $3,400

2. Content Marketing
    a. Social media writing and design as well as management of the overall monthly editorial calendar to ensure consistency in all channels of communications (managed quarterly at 4 posts per quarter = 60 hours over 18 months).
        i. Includes set up and scheduling of all social media on city's Hootsuite account.
    b. Update RCYC programming guide (five times over 18 months = 52 hours).
    c. Update RCYC flyers annually (2x over 18 months = 18 hours).
    d. Design RCCP flyers for high school and veterans in 2026 and update in 2027 (12 hours).
    e. Refresh RCCP and RCYC digital billboard ad quarterly (36 hours).
    f. Create RCCP and RCYC newsletter templates (10 hours).

        Approximately 188 hours..... $28,200

    g. General original media assets (photo, video shots and reels) – quarterly
        i. Includes one pre-production meeting prior to each quarterly shoot day, concept creation, all shoot set-up and planning, background, interviewing if necessary, logging and script.
        ii. ½-day shoot (up to 4 hours), 1–2 locations, 2–3-person video and still photo crew.
        iii. Deliverable of 25 edited photos, 3–5 short vertical reels (15–30 seconds) and 1 compiled horizontal 30–60 second cut for website.
        iv. Includes captions, subtitles to meet city's brand guidelines and licensed music if requested.
        v. Includes one round of video edits.

        $5,850 per quarter (x 6 quarters) $35,100

3. Digital Marketing & SEO
    a. Optimize RCCP and RCYC webpages for local search and ensure mobile-friendly sign-up forms (14 hours).
        i. On-page optimization (titles/meta/headers/alt text), local listings, basic schema where appropriate, and GA4/Search Console integration.
    b. Conduct current search and keyword research, analyze current on-site content SEO and identify opportunities for improved/additional content to enhance organic search traction; does not include writing content; Professional can provide estimate once needs are determined (4 hours).
    c. Collaborate with City to strategize and manage advertising on Nextdoor and Meta (Facebook and Instagram) to grow following and increase engagement with targeted demographics (assumes 6 campaigns over 18-month period, planned quarterly; 90 hours).
        i. Includes optimization of accounts based upon reporting/dashboard findings.
    d. Costs do not include writing of SEO content for website, only recommendations.

        Requested services (108 hours) $16,200

4. Success Measurement & Reporting – Custom Monthly Reporting
    a. Professional will work with city to gain access to all desired platforms that the city would like included in report.
    b. Professional will develop the template for a custom, PDF-based report that will be run monthly and sent to the city.
    c. Monthly report will be automatically generated and emailed to the city.
    d. Includes set-up of report, as well as monitoring.
    e. Assumes first report at the end of February 2026 with last report in June of 2027.

Estimated 24 hours for set-up and monthly review $3,600

5. Account & Project Management
    a. Attend and contribute to team meetings and brainstorm sessions.
    b. Weekly or bi-weekly meetings to discuss project status, move things forward and keep abreast of city happenings and needs.
    c. Conduct outreach and communications with city, as needed, to gather information for social and story content.
    d. Internal management of projects to ensure deliverables meet city needs, are strategically aligned, and are on time and on budget.

Estimated 90 hours $13,500

6. Marketing Services Budget
    a. As there will be a larger amount of time spent up front with onboarding, discovery, setting up of campaigns, new templates, reports, etc., Professional will invoice on a monthly basis for the hours that were accrued the month prior, per section 2.1 of this Agreement. The Professional will track hours against budget and provide a regular monthly update to ensure Professional is on track and on budget.

Economic Development Communications Strategy & Implementation Toolkit

Professional shall be compensated for all services performed under this Agreement on a time-and-materials basis at a single blended hourly rate of One Hundred Fifty Dollars ($150.00) per hour for all classifications of Professional's staff and services.

1. Communications Strategy & Implementation Toolkit

Estimated 200 hours $30,000

2. Project Implementation

Estimated 200 hours $30,000

The total compensation for the **Communications and Graphic Design Support for the Rancho Cordova Youth Center (RCYC) and Rancho Cordova Promise Program (RCCP)** and the **Economic Development Communications Strategy & Implementation** shall not exceed One-Hundred Sixty Thousand dollars ($160,000).

MEMORANDUM

ITEM 11.1.

DATE:	June 15, 2026
TO:	Honorable Mayor and Council Members
FROM:	Brenda Roach, Assistant Director of Administrative Services - Human Resources
SUBJECT:	**CITY OF RANCHO CORDOVA'S 2025 VACANCIES, RECRUITMENT AND RETENTION EFFORTS (COMPLIANCE WITH ASSEMBLY BILL 2561/GOVERNMENT CODE SECTION 3502.3)**

RECOMMENDATION

Receive a presentation regarding the city's vacancies, recruitment and retention efforts pursuant to Assembly Bill (AB) 2561.

RESULT OF RECOMMENDED ACTION

This item is for informational purposes only. No action is required.

BACKGROUND

Assembly Bill (AB) 2561 was enacted into law and codified as Government Code section 3502.3 effective January 1, 2025. The bill was introduced to address the issue of job vacancies in local government, which adversely affects the delivery of public services and negatively impacts employee workload.

AB 2561 established several annual reporting requirements for local agencies, including:
1. Holding at least one (1) public hearing each fiscal year to present the status of vacant positions and related recruitment and retention strategies.
2. Hold the hearing prior to the adoption of an annual or multi-year budget, if applicable.
3. Identify any necessary changes to policies, procedures, or recruitment practices that may hinder hiring efforts.
4. Provide recognized employee organizations the opportunity to present during the hearing.

The City of Rancho Cordova does not currently have employee organizations representing city staff; therefore, the fourth requirement is not applicable.

During calendar year 2025, the city maintained a relatively low vacancy rate, averaging approximately five percent (5%) across regular full-time positions. A total of six (6) employees separated from city service during the year. Vacancies occurred for a variety of reasons, including retirements, promotional opportunities, newly added positions, and employee transitions to other organizations.

Despite ongoing competition in the public-sector labor market, the city continued to make progress in filling vacant positions throughout the year, particularly following the addition of four (4) newly budgeted positions in July 2025. A month-by-month summary of vacancies, separations, hiring activity, and promotions is provided in Table 1.

Table 1: 2025 Vacancies Per Month

2025	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**
# of Vacancies	10.00	10.00	9.00	9.00	9.00	6.00
# of Separations	0	1	0	0	0	0
# of New Hires	2	1	1	0	0	3
# of Promotions	4	0	10	0	0	0
# of Budgeted FTEs	126.00	126.00	126.00	126.00	126.00	126.00
% of Vacancies	8%	8%	7%	7%	7%	5%

2025	**July**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
# of Vacancies	5.00	5.00	3.00	4.00	5.00	5.00
# of Separations	1	1	0	1	0	2
# of New Hires	2	2	2	1	0	2
# of Promotions	0	2	0	3	3	2
# of Budgeted FTEs	130.00	130.00	130.00	130.00	130.00	130.00
% of Vacancies	4%	4%	2%	3%	4%	4%

Consistent with AB 2561 requirements, staff reviewed current recruitment and hiring practices to evaluate whether any policies or procedures may be creating barriers to attracting qualified candidates. At this time, staff did not identify any significant impediments within the city's hiring process.

The city continues to support recruitment and retention through competitive compensation, comprehensive benefits, professional development opportunities, and organizational flexibility where appropriate. Similar to regional trends experienced by other public agencies, recruitment remains challenging in certain specialized classifications, particularly traffic engineering positions, due to a limited pool of qualified candidates and strong market competition.

Staff will continue to monitor workforce trends and evaluate opportunities to enhance recruitment outreach, streamline hiring processes, and support long-term employee retention.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact associated with this report.

ATTACHMENT(S)

None

MEMORANDUM

ITEM 12.1.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Brenda Roach, Assistant Director of Administrative Services - Human Resources

SUBJECT: **A RESOLUTION APPROVING THE FISCAL YEAR 2026-27 SALARY SCHEDULE AND IDENTIFYING EXCEPTIONAL PERFORMANCE BONUS PROGRAM ELIGIBILITY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Fiscal Year 2026–27 Salary Schedule shall replace all previously adopted salary schedules and shall become effective on July 5, 2026. This action also identifies classifications eligible to receive a performance bonus as required by CalPERS and SB 707 transparency requirements.

BACKGROUND

The City of Rancho Cordova annually reviews and adopts a salary schedule to ensure compensation structures remain current, competitive, and aligned with organizational needs. The salary schedule establishes the authorized salary ranges for all city classifications and is maintained in accordance with California Public Employees' Retirement System (CalPERS) regulations, including California Code of Regulations, Title 2, Section 570.5, which requires public agencies to maintain and publicly adopt a salary schedule. Adoption of the salary schedule established authorized ranges only and does not establish or modify the salary of any individual employee.

In addition to adopting the salary schedule, the city is identifying classifications eligible for participation in the Exceptional Performance Bonus Program. The program originated in 2003 with the city's first City Manager employment agreement and was established to recognize exceptional performance and contributions that advance city priorities and strategic objectives. Recent amendments to the Brown Act through Senate Bill 707, effective January 1, 2026, require additional public transparency regarding executive compensation prior to final approval by a legislative body. Consistent with those requirements, the city is publicly identifying the structure of the Exceptional Performance Bonus Program and the classifications eligible to participate. Pursuant to Government code section 54953(d)(3), the City Manager will provide an oral report to the City Council identifying any proposed exceptional performance bonus awards and the amount of each award prior to final Council action authorizing payment. Eligible

classifications may receive an exceptional performance bonus of up to five percent (5%) of annual base pay. Eligibility does not guarantee an award. Any performance bonus is discretionary, based on individual performance, subject to City Manager approval, and contingent upon available funding.

Pursuant to California Code of Regulations, Title 2, Section 571(a)(1) and (a)(5), compensation programs recognized by CalPERS must be available to a group or class of employees rather than a single individual. Accordingly, the City Manager has designated certain executive and management classifications as eligible for participation in the Exceptional Performance Bonus Program, as identified in Exhibit B to the Resolution (Attachment 3).

FISCAL IMPACT AND FUNDING SOURCE

Adoption of the salary schedule establishes authorized compensation ranges but does not create an immediate fiscal impact. Any exceptional performance bonuses awarded would be funded within the approved Fiscal Year 2025-27 operating budget.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - FY 2026-2027 Salary Schedule
3. Exhibit B to the Resolution - Exceptional Performance Bonus List

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ADOPTING THE FULL-TIME EMPLOYEE SALARY SCHEDULE AND ACKNOWLEDGING THE EXCEPTIONAL PERFORMANCE BONUS PROGRAM

WHEREAS, the City of Rancho Cordova annually reviews and adopts a salary schedule establishing authorized salary ranges for the city classifications; and

WHEREAS, the City Manager has the authority to recommend and implement adjustments to the salary schedule to ensure the city maintains a competitive compensation program; and

WHEREAS, the Fiscal Year 2025-2027 Operating Budget anticipates salary adjustments for each of the two fiscal years in accordance with the city's compensation philosophy; and,

WHEREAS, Title 2, California Code of Regulations, Section 570.5 requires that all pay schedules be made publicly available and approved by the City Council; and

WHEREAS, the Fiscal Year 2026-2027 Salary Schedule shall become effective beginning with the pay period commencing on July 5, 2026; and

WHEREAS, Government Code section 3511.2, as amended by Senate Bill 707, requires public disclosure of executive compensation prior to final approval by a legislative body; and

WHEREAS, the city maintains an Exceptional Performance Bonus Program for designated classifications; and

WHEREAS, the City Manager has designated the classifications identified in Exhibit B as eligible for participation in the Exceptional Performance Bonus Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA approves and adopts the Fiscal Year 2026-2027 Salary Schedule attached hereto as Exhibit A, effective July 5, 2026, and identifies the classifications listed in Exhibit B as eligible classifications under the city's Exceptional Performance Bonus Program.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

ATTACHMENT 2
Exhibit A to the Resolution

Fiscal Year 2026/2027 (Effective 7/5/2026)

Classification	Step A Hourly	Step A Monthly	Step A1 Hourly	Step A1 Monthly	Step B Hourly	Step B Monthly	Step B1 Hourly	Step B1 Monthly	Step C Hourly	Step C Monthly	Step C1 Hourly	Step C1 Monthly	Step D Hourly	Step D Monthly	Step D1 Hourly	Step D1 Monthly	Step E Hourly	Step E Monthly
Accountant	$ 44.47	$ 7,708.46	$ 45.58	$ 7,901.16	$ 46.72	$ 8,098.70	$ 47.89	$ 8,301.17	$ 49.09	$ 8,508.70	$ 50.32	$ 8,721.40	$ 51.57	$ 8,939.45	$ 52.86	$ 9,162.92	$ 54.18	$ 9,392.00
Accounting Technician	$ 32.31	$ 5,600.40	$ 33.12	$ 5,740.80	$ 33.95	$ 5,884.67	$ 34.80	$ 6,032.00	$ 35.67	$ 6,182.80	$ 36.56	$ 6,337.07	$ 37.47	$ 6,494.80	$ 38.41	$ 6,657.73	$ 39.37	$ 6,824.00
Administrative Assistant I	$ 31.38	$ 5,439.20	$ 32.16	$ 5,574.40	$ 32.97	$ 5,714.80	$ 33.79	$ 5,856.93	$ 34.63	$ 6,002.53	$ 35.50	$ 6,153.33	$ 36.39	$ 6,307.60	$ 37.30	$ 6,465.33	$ 38.23	$ 6,627.27
Administrative Assistant II	$ 34.52	$ 5,983.47	$ 35.38	$ 6,132.53	$ 36.27	$ 6,286.80	$ 37.18	$ 6,444.53	$ 38.10	$ 6,604.00	$ 39.06	$ 6,770.40	$ 40.03	$ 6,938.53	$ 41.03	$ 7,111.87	$ 42.06	$ 7,290.00
Administrative Services Director	$ 95.67	$ 16,582.37	$ 98.06	$ 16,996.92	$ 100.51	$ 17,421.84	$ 103.02	$ 17,857.39	$ 105.60	$ 18,303.83	$ 108.24	$ 18,761.43	$ 110.94	$ 19,230.45	$ 113.72	$ 19,711.21	$ 116.56	$ 20,204.00
Animal Services Officer I	$ 31.15	$ 5,399.33	$ 31.93	$ 5,534.53	$ 32.72	$ 5,671.47	$ 33.55	$ 5,815.33	$ 34.38	$ 5,959.20	$ 35.24	$ 6,108.27	$ 36.12	$ 6,260.80	$ 37.02	$ 6,416.80	$ 37.95	$ 6,577.27
Animal Services Officer II	$ 34.26	$ 5,938.40	$ 35.11	$ 6,085.73	$ 35.99	$ 6,238.27	$ 36.90	$ 6,396.00	$ 37.81	$ 6,553.73	$ 38.76	$ 6,718.40	$ 39.73	$ 6,886.53	$ 40.72	$ 7,058.13	$ 41.74	$ 7,235.00
Assistant Administrative Services Director - Finance	$ 83.18	$ 14,417.22	$ 85.26	$ 14,777.66	$ 87.39	$ 15,147.10	$ 89.57	$ 15,525.77	$ 91.81	$ 15,913.93	$ 94.11	$ 16,311.77	$ 96.46	$ 16,719.56	$ 98.87	$ 17,137.55	$ 101.34	$ 17,566.00
Assistant Administrative Services Director - Human Resources	$ 83.18	$ 14,417.26	$ 85.26	$ 14,777.69	$ 87.39	$ 15,147.12	$ 89.57	$ 15,525.79	$ 91.81	$ 15,913.93	$ 94.11	$ 16,311.77	$ 96.46	$ 16,719.56	$ 98.87	$ 17,137.55	$ 101.34	$ 17,566.00
Assistant City Clerk	$ 58.62	$ 10,160.02	$ 60.08	$ 10,414.02	$ 61.58	$ 10,674.37	$ 63.12	$ 10,941.23	$ 64.70	$ 11,214.75	$ 66.32	$ 11,495.12	$ 67.98	$ 11,782.51	$ 69.68	$ 12,077.07	$ 71.42	$ 12,379.00
Assistant City Manager	$ 105.23	$ 18,240.28	$ 107.86	$ 18,696.28	$ 110.56	$ 19,163.69	$ 113.32	$ 19,642.78	$ 116.16	$ 20,133.84	$ 119.06	$ 20,637.20	$ 122.04	$ 21,153.12	$ 125.09	$ 21,681.94	$ 128.22	$ 22,224.00
Assistant Civil Engineer	$ 49.35	$ 8,554.30	$ 50.59	$ 8,768.18	$ 51.85	$ 8,987.38	$ 53.15	$ 9,212.06	$ 54.48	$ 9,442.36	$ 55.84	$ 9,678.41	$ 57.23	$ 9,920.39	$ 58.66	$ 10,168.38	$ 60.13	$ 10,422.61
Assistant Community Development Director	$ 83.18	$ 14,417.26	$ 85.26	$ 14,777.69	$ 87.39	$ 15,147.12	$ 89.57	$ 15,525.79	$ 91.81	$ 15,913.93	$ 94.11	$ 16,311.77	$ 96.46	$ 16,719.56	$ 98.87	$ 17,137.55	$ 101.34	$ 17,566.00
Assistant Planner	$ 42.50	$ 7,367.32	$ 43.57	$ 7,551.51	$ 44.66	$ 7,740.29	$ 45.77	$ 7,933.81	$ 46.92	$ 8,132.15	$ 48.09	$ 8,335.45	$ 49.29	$ 8,543.84	$ 50.52	$ 8,757.43	$ 51.79	$ 8,976.36
Assistant Public Works Director	$ 83.18	$ 14,417.22	$ 85.26	$ 14,777.66	$ 87.39	$ 15,147.10	$ 89.57	$ 15,525.77	$ 91.81	$ 15,913.93	$ 94.11	$ 16,311.77	$ 96.46	$ 16,719.56	$ 98.87	$ 17,137.55	$ 101.34	$ 17,566.00
Assistant to the City Manager	$ 67.14	$ 11,637.77	$ 68.82	$ 11,928.71	$ 70.54	$ 12,226.93	$ 72.30	$ 12,532.61	$ 74.11	$ 12,845.93	$ 75.96	$ 13,167.07	$ 77.86	$ 13,496.25	$ 79.81	$ 13,833.65	$ 81.80	$ 14,179.50
Assistant Transportation Planner	$ 44.70	$ 7,748.59	$ 45.82	$ 7,942.31	$ 46.97	$ 8,140.86	$ 48.14	$ 8,344.38	$ 49.34	$ 8,552.98	$ 50.58	$ 8,766.81	$ 51.84	$ 8,985.99	$ 53.14	$ 9,210.63	$ 54.47	$ 9,440.91
Associate Civil Engineer	$ 56.75	$ 9,837.47	$ 58.17	$ 10,083.41	$ 59.63	$ 10,335.50	$ 61.12	$ 10,593.87	$ 62.65	$ 10,858.73	$ 64.21	$ 11,130.19	$ 65.82	$ 11,408.45	$ 67.46	$ 11,693.65	$ 69.15	$ 11,986.00
Associate Planner	$ 46.75	$ 8,104.05	$ 47.92	$ 8,306.65	$ 49.12	$ 8,514.33	$ 50.35	$ 8,727.18	$ 51.61	$ 8,945.37	$ 52.90	$ 9,168.99	$ 54.22	$ 9,398.22	$ 55.58	$ 9,633.17	$ 56.97	$ 9,874.00
Associate Transportation Planner	$ 49.17	$ 8,523.45	$ 50.40	$ 8,736.54	$ 51.66	$ 8,954.96	$ 52.95	$ 9,178.82	$ 54.28	$ 9,408.30	$ 55.64	$ 9,643.51	$ 57.03	$ 9,884.59	$ 58.45	$ 10,131.72	$ 59.91	$ 10,385.00
Building Inspector I	$ 39.15	$ 6,786.00	$ 40.13	$ 6,955.87	$ 41.13	$ 7,129.20	$ 42.16	$ 7,307.73	$ 43.21	$ 7,489.73	$ 44.29	$ 7,676.93	$ 45.40	$ 7,869.33	$ 46.54	$ 8,066.93	$ 47.70	$ 8,268.18
Building Inspector II	$ 43.06	$ 7,463.73	$ 44.14	$ 7,650.93	$ 45.24	$ 7,841.60	$ 46.38	$ 8,039.20	$ 47.54	$ 8,240.27	$ 48.72	$ 8,444.80	$ 49.94	$ 8,656.27	$ 51.19	$ 8,872.93	$ 52.47	$ 9,095.00
Building Inspector Supervisor	$ 59.06	$ 10,236.74	$ 60.53	$ 10,492.67	$ 62.05	$ 10,754.99	$ 63.60	$ 11,023.87	$ 65.19	$ 11,299.47	$ 66.82	$ 11,581.96	$ 68.49	$ 11,871.51	$ 70.20	$ 12,168.30	$ 71.96	$ 12,472.50
Building Permit Services Supervisor	$ 42.11	$ 7,298.87	$ 43.17	$ 7,481.35	$ 44.24	$ 7,668.38	$ 45.36	$ 7,860.08	$ 46.48	$ 8,056.58	$ 47.65	$ 8,257.99	$ 48.84	$ 8,464.43	$ 50.06	$ 8,676.05	$ 51.31	$ 8,892.95
Building Permit Technician I	$ 30.26	$ 5,245.07	$ 31.02	$ 5,376.80	$ 31.79	$ 5,510.27	$ 32.59	$ 5,648.93	$ 33.40	$ 5,789.33	$ 34.24	$ 5,934.93	$ 35.09	$ 6,082.27	$ 35.97	$ 6,234.80	$ 36.87	$ 6,390.91
Building Permit Technician II	$ 33.29	$ 5,770.27	$ 34.12	$ 5,914.13	$ 34.97	$ 6,061.47	$ 35.85	$ 6,214.00	$ 36.75	$ 6,370.00	$ 37.66	$ 6,527.73	$ 38.61	$ 6,692.40	$ 39.57	$ 6,858.80	$ 40.56	$ 7,030.00
Building Plans Examiner I	$ 40.60	$ 7,036.81	$ 41.61	$ 7,212.73	$ 42.65	$ 7,393.04	$ 43.72	$ 7,577.85	$ 44.81	$ 7,767.31	$ 45.93	$ 7,961.48	$ 47.08	$ 8,160.51	$ 48.26	$ 8,364.53	$ 49.46	$ 8,573.64
Building Plans Examiner II	$ 44.66	$ 7,740.46	$ 45.77	$ 7,933.97	$ 46.92	$ 8,132.32	$ 48.09	$ 8,335.62	$ 49.29	$ 8,544.01	$ 50.52	$ 8,757.60	$ 51.79	$ 8,976.54	$ 53.08	$ 9,200.97	$ 54.41	$ 9,431.00
Chief Building Official	$ 72.21	$ 12,515.56	$ 74.01	$ 12,828.44	$ 75.86	$ 13,149.18	$ 77.76	$ 13,477.90	$ 79.70	$ 13,814.84	$ 81.69	$ 14,160.21	$ 83.74	$ 14,514.22	$ 85.83	$ 14,877.07	$ 87.98	$ 15,249.00
Chief Innovation/Information Officer	$ 95.67	$ 16,582.37	$ 98.06	$ 16,996.92	$ 100.51	$ 17,421.84	$ 103.02	$ 17,857.39	$ 105.60	$ 18,303.83	$ 108.24	$ 18,761.43	$ 110.94	$ 19,230.45	$ 113.72	$ 19,711.21	$ 116.56	$ 20,204.00
City Clerk	$ 75.68	$ 13,117.17	$ 77.57	$ 13,445.10	$ 79.51	$ 13,781.24	$ 81.49	$ 14,125.76	$ 83.53	$ 14,478.90	$ 85.62	$ 14,840.89	$ 87.76	$ 15,211.91	$ 89.96	$ 15,592.20	$ 92.20	$ 15,982.00
City Manager (1/1/2026 - 12/31/2026)								Negotiated by City Council									$ 152.88	$ 26,500.00
Code Enforcement Manager	$ 64.34	$ 11,152.85	$ 65.95	$ 11,431.68	$ 67.60	$ 11,717.46	$ 69.29	$ 12,010.40	$ 71.02	$ 12,310.65	$ 72.80	$ 12,618.43	$ 74.62	$ 12,933.90	$ 76.48	$ 13,257.25	$ 78.40	$ 13,588.69
Code Enforcement Officer I	$ 33.58	$ 5,820.53	$ 34.42	$ 5,966.13	$ 35.28	$ 6,115.20	$ 36.16	$ 6,267.73	$ 37.06	$ 6,423.73	$ 37.99	$ 6,584.93	$ 38.94	$ 6,749.60	$ 39.91	$ 6,917.73	$ 40.91	$ 7,090.91
Code Enforcement Officer II	$ 36.93	$ 6,401.20	$ 37.86	$ 6,562.40	$ 38.80	$ 6,725.33	$ 39.78	$ 6,895.20	$ 40.77	$ 7,066.80	$ 41.79	$ 7,243.60	$ 42.83	$ 7,423.87	$ 43.90	$ 7,609.33	$ 45.00	$ 7,800.00
Communications and Public Affairs Director	$ 95.67	$ 16,582.37	$ 98.06	$ 16,996.92	$ 100.51	$ 17,421.84	$ 103.02	$ 17,857.39	$ 105.60	$ 18,303.83	$ 108.24	$ 18,761.43	$ 110.94	$ 19,230.45	$ 113.72	$ 19,711.21	$ 116.56	$ 20,204.00
Communications Manager	$ 64.34	$ 11,152.85	$ 65.95	$ 11,431.68	$ 67.60	$ 11,717.46	$ 69.29	$ 12,010.40	$ 71.02	$ 12,310.65	$ 72.80	$ 12,618.43	$ 74.62	$ 12,933.90	$ 76.48	$ 13,257.25	$ 78.40	$ 13,588.69
Communications Officer I	$ 42.23	$ 7,319.56	$ 43.28	$ 7,502.56	$ 44.37	$ 7,690.11	$ 45.48	$ 7,882.36	$ 46.61	$ 8,079.44	$ 47.78	$ 8,281.41	$ 48.97	$ 8,488.44	$ 50.20	$ 8,700.66	$ 51.45	$ 8,918.18
Communications Officer II	$ 46.45	$ 8,051.53	$ 47.61	$ 8,252.81	$ 48.80	$ 8,459.12	$ 50.02	$ 8,670.61	$ 51.27	$ 8,887.36	$ 52.56	$ 9,109.56	$ 53.87	$ 9,337.29	$ 55.22	$ 9,570.73	$ 56.60	$ 9,810.00
Community Development Director	$ 95.67	$ 16,582.37	$ 98.06	$ 16,996.92	$ 100.51	$ 17,421.84	$ 103.02	$ 17,857.39	$ 105.60	$ 18,303.83	$ 108.24	$ 18,761.43	$ 110.94	$ 19,230.45	$ 113.72	$ 19,711.21	$ 116.56	$ 20,204.00
Community Engagement Manager	$ 64.34	$ 11,152.85	$ 65.95	$ 11,431.68	$ 67.60	$ 11,717.46	$ 69.29	$ 12,010.40	$ 71.02	$ 12,310.65	$ 72.80	$ 12,618.43	$ 74.62	$ 12,933.90	$ 76.48	$ 13,257.25	$ 78.40	$ 13,588.69
Community Services Director	$ 95.67	$ 16,582.35	$ 98.06	$ 16,996.89	$ 100.51	$ 17,421.82	$ 103.02	$ 17,857.36	$ 105.60	$ 18,303.81	$ 108.24	$ 18,761.41	$ 110.94	$ 19,230.45	$ 113.72	$ 19,711.21	$ 116.56	$ 20,204.00
Customer Service Representative I	$ 23.32	$ 4,042.13	$ 23.90	$ 4,142.67	$ 24.50	$ 4,246.67	$ 25.12	$ 4,354.13	$ 25.74	$ 4,461.60	$ 26.38	$ 4,572.53	$ 27.04	$ 4,686.93	$ 27.72	$ 4,804.80	$ 28.41	$ 4,924.55
Customer Service Representative II	$ 25.65	$ 4,446.00	$ 26.29	$ 4,556.93	$ 26.95	$ 4,671.33	$ 27.63	$ 4,789.20	$ 28.31	$ 4,907.07	$ 29.02	$ 5,030.13	$ 29.74	$ 5,154.93	$ 30.49	$ 5,284.93	$ 31.25	$ 5,417.00
Deputy City Clerk	$ 36.39	$ 6,307.60	$ 37.30	$ 6,465.33	$ 38.23	$ 6,626.53	$ 39.20	$ 6,794.67	$ 40.17	$ 6,962.80	$ 41.17	$ 7,136.13	$ 42.20	$ 7,314.67	$ 43.26	$ 7,498.40	$ 44.34	$ 7,686.00
Development Senior Analyst	$ 65.27	$ 11,313.08	$ 66.90	$ 11,595.91	$ 68.57	$ 11,885.81	$ 70.29	$ 12,182.95	$ 72.04	$ 12,487.52	$ 73.84	$ 12,799.71	$ 75.69	$ 13,119.71	$ 77.58	$ 13,447.70	$ 79.52	$ 13,783.90
Economic Development Director	$ 95.67	$ 16,582.37	$ 98.06	$ 16,996.92	$ 100.51	$ 17,421.84	$ 103.02	$ 17,857.39	$ 105.60	$ 18,303.83	$ 108.24	$ 18,761.43	$ 110.94	$ 19,230.45	$ 113.72	$ 19,711.21	$ 116.56	$ 20,204.00
Economic Development Manager	$ 70.30	$ 12,186.03	$ 72.06	$ 12,490.68	$ 73.86	$ 12,802.94	$ 75.71	$ 13,123.02	$ 77.60	$ 13,451.10	$ 79.54	$ 13,787.37	$ 81.53	$ 14,132.04	$ 83.57	$ 14,485.34	$ 85.66	$ 14,847.48
Engineering Technician I	$ 34.91	$ 6,051.07	$ 35.78	$ 6,201.87	$ 36.67	$ 6,356.13	$ 37.60	$ 6,517.33	$ 38.53	$ 6,678.53	$ 39.49	$ 6,844.93	$ 40.48	$ 7,016.53	$ 41.49	$ 7,191.60	$ 42.53	$ 7,371.82
Engineering Technician II	$ 38.39	$ 6,654.27	$ 39.35	$ 6,820.67	$ 40.34	$ 6,992.27	$ 41.35	$ 7,167.33	$ 42.38	$ 7,345.87	$ 43.44	$ 7,529.60	$ 44.53	$ 7,718.53	$ 45.64	$ 7,910.93	$ 46.78	$ 8,109.00
Events Attendant	$ 20.28	$ 3,515.20	$ 20.79	$ 3,603.60	$ 21.31	$ 3,693.73	$ 21.85	$ 3,787.33	$ 22.39	$ 3,880.93	$ 22.95	$ 3,978.00	$ 23.52	$ 4,076.80	$ 24.11	$ 4,179.07	$ 24.71	$ 4,282.21
Events Coordinator I	$ 30.91	$ 5,357.73	$ 31.68	$ 5,491.20	$ 32.47	$ 5,628.13	$ 33.29	$ 5,770.27	$ 34.12	$ 5,914.13	$ 34.97	$ 6,061.47	$ 35.85	$ 6,214.00	$ 36.74	$ 6,368.27	$ 37.66	$ 6,528.18
Events Coordinator II	$ 34.00	$ 5,893.33	$ 34.85	$ 6,040.67	$ 35.72	$ 6,191.47	$ 36.62	$ 6,347.47	$ 37.53	$ 6,505.20	$ 38.47	$ 6,668.13	$ 39.43	$ 6,834.53	$ 40.42	$ 7,006.13	$ 41.43	$ 7,181.00
Facilities Maintenance Technician I	$ 31.40	$ 5,442.67	$ 32.19	$ 5,579.60	$ 32.99	$ 5,718.27	$ 33.82	$ 5,862.13	$ 34.66	$ 6,007.73	$ 35.53	$ 6,158.53	$ 36.42	$ 6,312.80	$ 37.33	$ 6,470.53	$ 38.26	$ 6,630.91
Facilities Maintenance Technician II	$ 34.54	$ 5,986.93	$ 35.40	$ 6,136.00	$ 36.29	$ 6,290.27	$ 37.20	$ 6,448.00	$ 38.12	$ 6,607.47	$ 39.08	$ 6,773.87	$ 40.05	$ 6,942.00	$ 41.05	$ 7,115.33	$ 42.08	$ 7,294.00
Facilities Services Manager	$ 56.74	$ 9,835.02	$ 58.16	$ 10,080.89	$ 59.61	$ 10,332.92	$ 61.10	$ 10,591.23	$ 62.63	$ 10,856.02	$ 64.20	$ 11,127.42	$ 65.80	$ 11,405.59	$ 67.45	$ 11,690.75	$ 69.13	$ 11,983.00
Finance Analyst I	$ 45.67	$ 7,916.46	$ 46.81	$ 8,114.36	$ 47.98	$ 8,317.23	$ 49.18	$ 8,525.16	$ 50.41	$ 8,738.30	$ 51.67	$ 8,956.76	$ 52.97	$ 9,180.69	$ 54.29	$ 9,410.20	$ 55.65	$ 9,645.45
Finance Analyst II	$ 50.24	$ 8,708.12	$ 51.50	$ 8,925.82	$ 52.78	$ 9,148.97	$ 54.10	$ 9,377.68	$ 55.45	$ 9,612.14	$ 56.84	$ 9,852.44	$ 58.26	$ 10,098.75	$ 59.72	$ 10,351.21	$ 61.21	$ 10,610.00
Finance Manager	$ 69.19	$ 11,992.74	$ 70.92	$ 12,292.56	$ 72.69	$ 12,599.88	$ 74.51	$ 12,914.87	$ 76.37	$ 13,237.75	$ 78.28	$ 13,568.69	$ 80.24	$ 13,907.92	$ 82.24	$ 14,255.61	$ 84.30	$ 14,612.00
Housing Manager	$ 64.34	$ 11,152.85	$ 65.95	$ 11,431.68	$ 67.60	$ 11,717.46	$ 69.29	$ 12,010.40	$ 71.02	$ 12,310.65	$ 72.80	$ 12,618.43	$ 74.62	$ 12,933.90	$ 76.48	$ 13,257.25	$ 78.40	$ 13,588.69
Human Resources Analyst I	$ 46.33	$ 8,029.88	$ 47.48	$ 8,230.63	$ 48.67	$ 8,436.39	$ 49.89	$ 8,647.30	$ 51.14	$ 8,863.49	$ 52.41	$ 9,085.07	$ 53.72	$ 9,312.20	$ 55.07	$ 9,545.01	$ 56.44	$ 9,783.64
Human Resources Analyst II	$ 50.96	$ 8,832.87	$ 52.23	$ 9,053.70	$ 53.54	$ 9,280.05	$ 54.88	$ 9,512.04	$ 56.25	$ 9,749.85	$ 57.66	$ 9,993.60	$ 59.10	$ 10,243.44	$ 60.57	$ 10,499.52	$ 62.09	$ 10,762.00
Human Resources Manager	$ 70.11	$ 12,151.97	$ 71.86	$ 12,455.78	$ 73.66	$ 12,767.17	$ 75.50	$ 13,086.34	$ 77.39	$ 13,413.51	$ 79.32	$ 13,748.84	$ 81.30	$ 14,092.56	$ 83.34	$ 14,444.89	$ 85.42	$ 14,806.00
Human Resources Technician I	$ 34.50	$ 5,980.00	$ 35.36	$ 6,129.07	$ 36.24	$ 6,281.60	$ 37.15	$ 6,439.33	$ 38.08	$ 6,600.53	$ 39.03	$ 6,765.20	$ 40.00	$ 6,933.33	$ 41.00	$ 7,106.67	$ 42.03	$ 7,285.45
Human Resources Technician II	$ 37.94	$ 6,576.27	$ 38.89	$ 6,740.93	$ 39.86	$ 6,909.07	$ 40.87	$ 7,084.13	$ 41.88	$ 7,259.20	$ 42.93	$ 7,441.20	$ 44.00	$ 7,626.67	$ 45.10	$ 7,817.33	$ 46.23	$ 8,014.00
Information Technology Analyst I	$ 44.26	$ 7,671.76	$ 45.37	$ 7,863.55	$ 46.50	$ 8,060.13	$ 47.66	$ 8,261.63	$ 48.85	$ 8,468.18	$ 50.08	$ 8,679.88	$ 51.33	$ 8,896.88	$ 52.61	$ 9,119.31	$ 53.93	$ 9,347.27
Information Technology Analyst II	$ 48.69	$ 8,438.93	$ 49.90	$ 8,649.90	$ 51.15	$ 8,866.13	$ 52.43	$ 9,087.80	$ 53.74	$ 9,315.00	$ 55.08	$ 9,547.87	$ 56.46	$ 9,786.55	$ 57.87	$ 10,031.23	$ 59.32	$ 10,282.00
Information Technology Manager	$ 71.01	$ 12,308.73	$ 72.79	$ 12,616.46	$ 74.61	$ 12,931.86	$ 76.47	$ 13,255.17	$ 78.38	$ 13,586.54	$ 80.34	$ 13,926.21	$ 82.35	$ 14,274.35	$ 84.41	$ 14,631.22	$ 86.52	$ 14,997.00
Information Technology Technician	$ 40.77	$ 7,066.80	$ 41.79	$ 7,243.60	$ 42.84	$ 7,425.60	$ 43.91	$ 7,611.07	$ 45.01	$ 7,801.73	$ 46.13	$ 7,995.87	$ 47.29	$ 8,196.93	$ 48.47	$ 8,401.47	$ 49.68	$ 8,612.00
Maintenance & Operations Supervisor	$ 48.70	$ 8,442.18	$ 49.92	$ 8,653.23	$ 51.17	$ 8,869.58	$ 52.45	$ 9,091.31	$ 53.76	$ 9,318.60	$ 55.11	$ 9,551.56	$ 56.48	$ 9,790.34	$ 57.89	$ 10,035.11	$ 59.34	$ 10,286.00
Maintenance & Operations Technician I	$ 31.53	$ 5,465.20	$ 32.32	$ 5,602.13	$ 33.13	$ 5,742.53	$ 33.96	$ 5,886.40	$ 34.81	$ 6,033.73	$ 35.68	$ 6,184.53	$ 36.57	$ 6,338.80	$ 37.48	$ 6,496.53	$ 38.42	$ 6,660.00
Maintenance & Operations Technician II	$ 34.69	$ 6,012.93	$ 35.56	$ 6,163.73	$ 36.45	$ 6,318.00	$ 37.37	$ 6,477.47	$ 38.29	$ 6,636.93	$ 39.25	$ 6,803.33	$ 40.23	$ 6,973.20	$ 41.24	$ 7,148.27	$ 42.27	$ 7,326.00
Management Analyst I	$ 44.23	$ 7,666.51	$ 45.34	$ 7,858.18	$ 46.47	$ 8,054.65	$ 47.63	$ 8,256.00	$ 48.82	$ 8,462.42	$ 50.04	$ 8,673.97	$ 51.29	$ 8,890.81	$ 52.58	$ 9,113.09	$ 53.89	$ 9,340.91
Management Analyst II	$ 48.65	$ 8,433.17	$ 49.87	$ 8,644.00	$ 51.12	$ 8,860.11	$ 52.39	$ 9,081.61	$ 53.70	$ 9,308.65	$ 55.05	$ 9,541.37	$ 56.42	$ 9,779.90	$ 57.83	$ 10,024.39	$ 59.28	$ 10,275.00
Management Technician	$ 37.97	$ 6,581.47	$ 38.92	$ 6,746.13	$ 39.89	$ 6,914.27	$ 40.89	$ 7,087.60	$ 41.91	$ 7,264.40	$ 42.96	$ 7,446.40	$ 44.03	$ 7,631.87	$ 45.13	$ 7,822.53	$ 46.26	$ 8,019.00
Neighborhood Services Director	$ 95.67	$ 16,582.35	$ 98.06	$ 16,996.89	$ 100.51	$ 17,421.82	$ 103.02	$ 17,857.36	$ 105.60	$ 18,303.81	$ 108.24	$ 18,761.41	$ 110.94	$ 19,230.45	$ 113.72	$ 19,711.21	$ 116.56	$ 20,204.00

ATTACHMENT 2
Exhibit A to the Resolution

Fiscal Year 2026/2027 (Effective 7/5/2026)

Classification	Step A Hourly	Step A Monthly	Step A1 Hourly	Step A1 Monthly	Step B Hourly	Step B Monthly	Step B1 Hourly	Step B1 Monthly	Step C Hourly	Step C Monthly	Step C1 Hourly	Step C1 Monthly	Step D Hourly	Step D Monthly	Step D1 Hourly	Step D1 Monthly	Step E Hourly	Step E Monthly
Neighborhood Services Technician I	$ 26.54	$ 4,600.27	$ 27.21	$ 4,716.40	$ 27.89	$ 4,834.27	$ 28.59	$ 4,955.60	$ 29.30	$ 5,078.67	$ 30.03	$ 5,205.20	$ 30.78	$ 5,335.20	$ 31.55	$ 5,468.67	$ 32.34	$ 5,605.46
Neighborhood Services Technician II	$ 29.19	$ 5,059.60	$ 29.92	$ 5,186.13	$ 30.67	$ 5,316.13	$ 31.44	$ 5,449.60	$ 32.22	$ 5,584.80	$ 33.03	$ 5,725.20	$ 33.86	$ 5,869.07	$ 34.70	$ 6,014.67	$ 35.57	$ 6,166.01
Payroll/Accounting Technician	$ 37.16	$ 6,441.07	$ 38.08	$ 6,600.53	$ 39.04	$ 6,766.93	$ 40.02	$ 6,936.80	$ 41.01	$ 7,108.40	$ 42.04	$ 7,286.93	$ 43.09	$ 7,468.93	$ 44.17	$ 7,656.13	$ 45.27	$ 7,847.60
Planning Manager	$ 75.23	$ 13,040.02	$ 77.11	$ 13,366.02	$ 79.04	$ 13,700.16	$ 81.02	$ 14,042.67	$ 83.04	$ 14,393.73	$ 85.12	$ 14,753.59	$ 87.24	$ 15,122.42	$ 89.43	$ 15,500.49	$ 91.66	$ 15,888.00
Planning Technician I	$ 30.73	$ 5,326.53	$ 31.50	$ 5,460.00	$ 32.28	$ 5,595.20	$ 33.10	$ 5,737.33	$ 33.92	$ 5,879.47	$ 34.77	$ 6,026.80	$ 35.64	$ 6,177.60	$ 36.53	$ 6,331.87	$ 37.44	$ 6,489.09
Planning Technician II	$ 33.80	$ 5,858.67	$ 34.64	$ 6,004.27	$ 35.51	$ 6,155.07	$ 36.40	$ 6,309.33	$ 37.31	$ 6,467.07	$ 38.24	$ 6,628.27	$ 39.20	$ 6,794.67	$ 40.18	$ 6,964.53	$ 41.18	$ 7,138.00
Principal Civil Engineer	$ 75.06	$ 13,010.05	$ 76.93	$ 13,335.31	$ 78.86	$ 13,668.68	$ 80.83	$ 14,010.40	$ 82.85	$ 14,360.67	$ 84.92	$ 14,719.68	$ 87.04	$ 15,087.67	$ 89.22	$ 15,464.87	$ 91.45	$ 15,851.49
Principal Finance Analyst	$ 66.44	$ 11,516.51	$ 68.10	$ 11,804.41	$ 69.80	$ 12,099.51	$ 71.55	$ 12,402.00	$ 73.34	$ 12,712.05	$ 75.17	$ 13,029.86	$ 77.05	$ 13,355.59	$ 78.98	$ 13,689.48	$ 80.95	$ 14,031.73
Principal Human Resources Analyst	$ 67.39	$ 11,681.45	$ 69.08	$ 11,973.50	$ 70.80	$ 12,272.85	$ 72.58	$ 12,579.67	$ 74.39	$ 12,894.16	$ 76.25	$ 13,216.52	$ 78.16	$ 13,546.93	$ 80.11	$ 13,885.60	$ 82.11	$ 14,232.75
Principal Information Technology Analyst	$ 64.39	$ 11,160.48	$ 66.00	$ 11,439.48	$ 67.65	$ 11,725.46	$ 69.34	$ 12,018.59	$ 71.07	$ 12,319.06	$ 72.85	$ 12,627.03	$ 74.67	$ 12,942.71	$ 76.54	$ 13,266.28	$ 78.45	$ 13,597.95
Principal Management Analyst	$ 64.34	$ 11,152.85	$ 65.95	$ 11,431.68	$ 67.60	$ 11,717.46	$ 69.29	$ 12,010.40	$ 71.02	$ 12,310.65	$ 72.80	$ 12,618.43	$ 74.62	$ 12,933.90	$ 76.48	$ 13,257.25	$ 78.40	$ 13,588.69
Principal Planner	$ 61.83	$ 10,717.61	$ 63.38	$ 10,985.54	$ 64.96	$ 11,260.19	$ 66.59	$ 11,541.70	$ 68.25	$ 11,830.24	$ 69.96	$ 12,125.99	$ 71.71	$ 12,429.15	$ 73.50	$ 12,739.87	$ 75.34	$ 13,058.37
Principal Transportation Planner	$ 65.03	$ 11,272.26	$ 66.66	$ 11,554.08	$ 68.32	$ 11,842.91	$ 70.03	$ 12,138.99	$ 71.78	$ 12,442.47	$ 73.58	$ 12,753.52	$ 75.42	$ 13,072.37	$ 77.30	$ 13,399.17	$ 79.24	$ 13,734.16
Public Works Director	$ 95.67	$ 16,582.37	$ 98.06	$ 16,996.92	$ 100.51	$ 17,421.84	$ 103.02	$ 17,857.39	$ 105.60	$ 18,303.83	$ 108.24	$ 18,761.43	$ 110.94	$ 19,230.45	$ 113.72	$ 19,711.21	$ 116.56	$ 20,204.00
Public Works Division Manager - Maint & Ops	$ 65.59	$ 11,368.15	$ 67.23	$ 11,652.38	$ 68.91	$ 11,943.69	$ 70.63	$ 12,242.27	$ 72.39	$ 12,548.32	$ 74.20	$ 12,862.03	$ 76.06	$ 13,183.58	$ 77.96	$ 13,513.18	$ 79.91	$ 13,851.00
Senior Accountant	$ 51.14	$ 8,864.72	$ 52.42	$ 9,086.33	$ 53.73	$ 9,313.48	$ 55.08	$ 9,546.33	$ 56.45	$ 9,784.99	$ 57.86	$ 10,029.61	$ 59.31	$ 10,280.36	$ 60.79	$ 10,537.37	$ 62.31	$ 10,800.80
Senior Accounting Technician	$ 37.16	$ 6,441.07	$ 38.08	$ 6,600.53	$ 39.04	$ 6,766.93	$ 40.02	$ 6,936.80	$ 41.01	$ 7,108.40	$ 42.04	$ 7,286.93	$ 43.09	$ 7,468.93	$ 44.17	$ 7,656.13	$ 45.27	$ 7,847.60
Senior Administrative Assistant	$ 39.70	$ 6,881.33	$ 40.69	$ 7,052.93	$ 41.71	$ 7,229.73	$ 42.75	$ 7,410.00	$ 43.82	$ 7,595.47	$ 44.92	$ 7,786.13	$ 46.04	$ 7,980.27	$ 47.19	$ 8,179.60	$ 48.37	$ 8,383.50
Senior Animal Services Officer	$ 39.40	$ 6,829.33	$ 40.39	$ 7,000.93	$ 41.40	$ 7,174.31	$ 42.43	$ 7,354.53	$ 43.49	$ 7,538.27	$ 44.58	$ 7,727.20	$ 45.69	$ 7,919.60	$ 46.83	$ 8,117.20	$ 48.00	$ 8,320.25
Senior Building Inspector	$ 49.52	$ 8,583.47	$ 50.76	$ 8,798.40	$ 52.03	$ 9,018.53	$ 53.34	$ 9,245.60	$ 54.67	$ 9,476.13	$ 56.03	$ 9,711.87	$ 57.43	$ 9,954.53	$ 58.87	$ 10,204.13	$ 60.34	$ 10,459.25
Senior Building Permit Technician	$ 38.28	$ 6,635.20	$ 39.24	$ 6,801.60	$ 40.22	$ 6,971.47	$ 41.23	$ 7,146.53	$ 42.25	$ 7,323.33	$ 43.31	$ 7,507.07	$ 44.39	$ 7,694.27	$ 45.50	$ 7,886.67	$ 46.64	$ 8,084.50
Senior Building Plans Examiner	$ 51.35	$ 8,901.51	$ 52.64	$ 9,124.05	$ 53.95	$ 9,352.16	$ 55.30	$ 9,585.96	$ 56.69	$ 9,825.62	$ 58.10	$ 10,071.25	$ 59.56	$ 10,323.04	$ 61.04	$ 10,581.11	$ 62.57	$ 10,845.65
Senior Civil Engineer	$ 65.27	$ 11,313.10	$ 66.90	$ 11,595.91	$ 68.57	$ 11,885.81	$ 70.29	$ 12,182.95	$ 72.04	$ 12,487.54	$ 73.84	$ 12,799.71	$ 75.69	$ 13,119.71	$ 77.58	$ 13,447.70	$ 79.52	$ 13,783.90
Senior Code Enforcement Officer	$ 42.48	$ 7,363.20	$ 43.54	$ 7,546.93	$ 44.63	$ 7,734.81	$ 45.75	$ 7,930.00	$ 46.89	$ 8,127.60	$ 48.06	$ 8,330.40	$ 49.26	$ 8,538.40	$ 50.49	$ 8,751.60	$ 51.75	$ 8,970.00
Senior Communications Officer	$ 53.42	$ 9,259.25	$ 54.75	$ 9,490.74	$ 56.12	$ 9,728.01	$ 57.53	$ 9,971.22	$ 58.96	$ 10,220.49	$ 60.44	$ 10,476.01	$ 61.95	$ 10,737.89	$ 63.50	$ 11,006.34	$ 65.09	$ 11,281.50
Senior Customer Service Representative	$ 29.50	$ 5,113.33	$ 30.24	$ 5,241.60	$ 30.99	$ 5,371.60	$ 31.77	$ 5,506.80	$ 32.56	$ 5,643.73	$ 33.37	$ 5,784.13	$ 34.21	$ 5,929.73	$ 35.06	$ 6,077.07	$ 35.94	$ 6,229.55
Senior Deputy City Clerk	$ 41.85	$ 7,254.00	$ 42.90	$ 7,436.00	$ 43.97	$ 7,621.47	$ 45.07	$ 7,812.13	$ 46.20	$ 8,008.00	$ 47.36	$ 8,209.07	$ 48.54	$ 8,413.60	$ 49.75	$ 8,623.33	$ 50.99	$ 8,838.90
Senior Environmental Planner	$ 53.77	$ 9,319.68	$ 55.11	$ 9,552.66	$ 56.49	$ 9,791.47	$ 57.90	$ 10,036.26	$ 59.35	$ 10,287.16	$ 60.83	$ 10,544.34	$ 62.35	$ 10,807.96	$ 63.91	$ 11,078.17	$ 65.51	$ 11,355.10
Senior Events Coordinator	$ 39.10	$ 6,777.33	$ 40.08	$ 6,947.20	$ 41.08	$ 7,120.53	$ 42.11	$ 7,299.07	$ 43.16	$ 7,481.07	$ 44.24	$ 7,668.27	$ 45.34	$ 7,858.93	$ 46.48	$ 8,056.53	$ 47.64	$ 8,258.15
Senior Facilities Maintenance Technician	$ 39.72	$ 6,884.80	$ 40.71	$ 7,056.40	$ 41.73	$ 7,233.20	$ 42.77	$ 7,413.47	$ 43.84	$ 7,598.93	$ 44.93	$ 7,787.87	$ 46.06	$ 7,983.73	$ 47.21	$ 8,183.07	$ 48.39	$ 8,388.10
Senior Finance Analyst	$ 57.78	$ 10,014.33	$ 59.22	$ 10,264.69	$ 60.70	$ 10,521.31	$ 62.22	$ 10,784.35	$ 63.77	$ 11,053.94	$ 65.37	$ 11,330.30	$ 67.00	$ 11,613.55	$ 68.68	$ 11,903.91	$ 70.39	$ 12,201.50
Senior Human Resources Analyst	$ 58.60	$ 10,157.81	$ 60.07	$ 10,411.74	$ 61.57	$ 10,672.05	$ 63.11	$ 10,938.85	$ 64.69	$ 11,212.33	$ 66.30	$ 11,492.63	$ 67.96	$ 11,779.95	$ 69.66	$ 12,074.44	$ 71.40	$ 12,376.30
Senior Information Technology Analyst	$ 55.99	$ 9,704.76	$ 57.39	$ 9,947.38	$ 58.82	$ 10,196.05	$ 60.29	$ 10,450.96	$ 61.80	$ 10,712.24	$ 63.35	$ 10,980.04	$ 64.93	$ 11,254.53	$ 66.55	$ 11,535.90	$ 68.22	$ 11,824.30
Senior Maintenance & Operations Technician	$ 39.90	$ 6,916.00	$ 40.89	$ 7,087.60	$ 41.92	$ 7,266.13	$ 42.97	$ 7,448.13	$ 44.04	$ 7,633.60	$ 45.14	$ 7,824.27	$ 46.27	$ 8,020.13	$ 47.42	$ 8,219.47	$ 48.61	$ 8,424.90
Senior Management Analyst	$ 55.95	$ 9,698.13	$ 57.35	$ 9,940.60	$ 58.78	$ 10,189.12	$ 60.25	$ 10,443.83	$ 61.76	$ 10,704.94	$ 63.30	$ 10,972.56	$ 64.89	$ 11,246.86	$ 66.51	$ 11,528.03	$ 68.17	$ 11,816.25
Senior Planner	$ 53.77	$ 9,319.68	$ 55.11	$ 9,552.66	$ 56.49	$ 9,791.47	$ 57.90	$ 10,036.26	$ 59.35	$ 10,287.16	$ 60.83	$ 10,544.34	$ 62.35	$ 10,807.96	$ 63.91	$ 11,078.17	$ 65.51	$ 11,355.10
Senior Planning Technician	$ 38.86	$ 6,735.73	$ 39.83	$ 6,903.87	$ 40.83	$ 7,077.20	$ 41.85	$ 7,254.00	$ 42.90	$ 7,436.00	$ 43.97	$ 7,621.47	$ 45.07	$ 7,812.13	$ 46.20	$ 8,008.00	$ 47.36	$ 8,208.70
Senior Transportation Planner	$ 56.55	$ 9,801.98	$ 57.96	$ 10,047.03	$ 59.41	$ 10,298.19	$ 60.90	$ 10,555.65	$ 62.42	$ 10,819.55	$ 63.98	$ 11,090.04	$ 65.58	$ 11,367.29	$ 67.22	$ 11,651.47	$ 68.90	$ 11,942.75
Part Time Salary Schedule:																		
Council Member (monthly stipend)																		$ 500.00
College Intern	$ 19.10	$ -	$ 19.55	$ -	$ 20.01	$ -	$ 20.49	$ -	$ 20.97	$ -	$ 21.47	$ -	$ 21.99	$ -	$ 22.51	$ -	$ 23.05	$ -
Engineering Intern	$ 19.10	$ -	$ 19.55	$ -	$ 20.01	$ -	$ 20.49	$ -	$ 20.97	$ -	$ 21.47	$ -	$ 21.99	$ -	$ 22.51	$ -	$ 23.05	$ -
Events Attendant	$ 18.95	$ -	$ 19.43	$ -	$ 19.92	$ -	$ 20.43	$ -	$ 20.95	$ -	$ 21.48	$ -	$ 22.03	$ -	$ 22.59	$ -	$ 23.16	$ -

Note: In accordance with Resolution #103-2012 and 20-2004, the City Manager is authorized to make title, salary range and classification changes during the fiscal year.

Revision Summary:

Resolution 75-2020; Effective 7-1-2020
Resolution 80-2021; Effective 6-27-2021
Resolution 122-2022; Effective 6-26-2022
Resolution 65-2023; Effective 6-25-2023
Resolution 119-2024; Retroactivley effective 7-7-2024
Resolution 55-2025; Effective 6-22-2025
Resolution xx-2026; Effective 7-5-2026

EXHIBIT B

ELIGIBLE CLASSIFICATIONS FOR THE EXCEPTIONAL PERFORMANCE BONUS PROGRAM

The following classifications are designated as eligible for participation in the City's Exceptional Performance Bonus Program:

- City Manager
- Assistant City Manager
- Administrative Services Director
- Assistant Administrative Services Director – Human Resources
- City Clerk
- Chief Technology and Innovation Officer
- Communications and Legislative Affairs Director
- Community Development Director
- Community Services Director
- Economic Development Director
- Neighborhood Services Director
- Public Works Director

Eligibility for participation in the Exceptional Performance Bonus Program does not guarantee the award of a bonus. Any bonus awarded is discretionary, subject to City Manager approval, individual performance, and available funding.

MEMORANDUM

ITEM 12.2.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Micah Runner, City Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2026-83 FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF RANCHO CORDOVA FOR A TERM STARTING JULY 1, 2026, AND ENDING JUNE 30, 2031**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the County of Sacramento to continue operating as the Rancho Cordova Police Department through June 30, 2031.

BACKGROUND

The City of Rancho Cordova was incorporated on July 1, 2003. Pursuant to Government Code section 57384, the County of Sacramento continued to provide law enforcement services to the city for the remainder of Fiscal Year 2003/04. On July 1, 2004, the city and county entered into an agreement for continued law enforcement services through June 30, 2010. In 2010, both parties agreed to continue the partnership and enter into a new Agreement for Law Enforcement Services. The current agreement has been amended to extend the term four (4) times with an effective current term ending on June 30, 2026.

The new proposed agreement for law enforcement services includes some updated language from the 2010 agreement:

- Length of the Contract - Five (5) years (July 1, 2026 - June 30, 2031)
- Incorporation of Data Sharing to support Growing Strong Neighborhoods & city services
- Formalized collaboration for media strategy
- Formalized Rancho Cordova Police Department updates/reports from the Police Chief to City Council
- Formalized the Police Chief's participation in the city's Leadership team
- Incorporated the ability to provide pay differential for additional positions
- Maintained a minimum assignment period for personnel in select positions

The contract provides a partnership between the City of Rancho Cordova and Sacramento County Sheriff's Office to provide comprehensive law enforcement services with the contract outlining the overall service delivery, operational responsibilities, communication protocols and accountability measures. The approval for the service plan that incorporates the service level is adopted biennially with the budget process. The proposed new Agreement would set the term of the agreement for five (5) years to June 30, 2031.

FISCAL IMPACT AND FUNDING SOURCE

The cost of the service plan is incorporated into the city's adopted budgets moving forward. For Fiscal Year 2026-27, the proposed budget is $29,599,367 funded from the general fund and $1,787,038 from the Community Enhancement Fund for the Crime Suppression Unit, Youth Services Officer and the Folsom Olson Zinfandel (FOZ) Officer and approved in the adopted Fiscal Year 2025-27 operating budget.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Law Enforcement Services Contract No. 2026-83
3. Presentation

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT 2026-83 FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF RANCHO CORODVA

WHEREAS, the City of Rancho Cordova incorporated on July 1, 2003; and

WHEREAS, pursuant to Government Code Section 57384, the County of Sacramento continued to provide law enforcement services to the city for the remainder of fiscal year 2003/04; and

WHEREAS, the city and county entered into an agreement on July 1, 2004, for three subsequent years; and

WHEREAS, the city and county entered into a subsequent three year agreement on July 1, 2007, which was automatically renewed for an additional three years; and

WHEREAS, the city and county entered into a subsequent agreement on July 1, 2010, which was extended multiple times for an additional sixteen years; and

WHEREAS, the city and county have agreed to terminate the existing agreement for services that would have expired June 30, 2026 with the execution of this new agreement; and

WHEREAS, the city desires to have the Sacramento County Sheriff's Office ("Sheriff' or "County Sheriff') continue to provide law enforcement services within the city's municipal boundaries; and

WHEREAS, the county, through the County Sheriff, is capable of rendering such law enforcement services under the terms and conditions set forth in this agreement; and

WHEREAS, the city and county are authorized to enter into this Agreement pursuant to Article 1 (commencing with Section 51300) of Chapter 1 of Part 2 of Division 1 of Title 5 of the California Government Code; and

WHEREAS, this Agreement establishes the service level standards for the County Sheriff's performance of law enforcement services within the city's municipal boundaries; and

WHEREAS, the County Sheriff will continue to operate a shared command municipal police force on behalf of the city, utilizing personnel from the Sheriff's Office; and

WHEREAS, as part of this Agreement, the city and county agree that the city will have significant and meaningful input into the selection and continued assignment of personnel from the Sheriff's Office performing services under this Agreement; and

WHEREAS, the Parties wish to enter into Agreement 2026-83 for Law Enforcement Services (Exhibit A) for services from July 1, 2026, through June 30, 2031.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2026-83 for Law Enforcement Services between the County of Sacramento and the City of Rancho Cordova in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of June 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE COUNTY OF SACRAMENTO

AND THE CITY OF RANCHO CORDOVA

Contract No. 2026-83

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CITY OF RANCHO CORDOVA
AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF SACRAMENTO
AND THE CITY OF RANCHO CORDOVA

This Agreement ("Agreement") is made and entered into this ____ day of June, 2026, by and between the County of Sacramento, a political subdivision of the State of California ("County"), and the City of Rancho Cordova, a municipal corporation organized and existing under the laws of the State of California ("City"), collectively referred to as "the Parties."

RECITALS

WHEREAS, the City of Rancho Cordova incorporated on July 1, 2003; and

WHEREAS, pursuant to Government Code Section 57384, the County continued to provide law enforcement services to the City for the remainder of fiscal year 2003/2004; and

WHEREAS, City and County entered into an agreement on July 1, 2004, for three subsequent years; and

WHEREAS, City and County entered into a subsequent three year agreement on July 1, 2007, which was automatically renewed for an additional three years; and

WHEREAS, City and County entered into a subsequent agreement on July 1, 2010, which was extended multiple times for an additional sixteen years; and

WHEREAS, City and County have agreed to terminate the existing agreement for services that would have expired June 30, 2026 with the execution of this new agreement; and

WHEREAS, the City desires to have the Sacramento County Sheriff's Office ("Sheriff' or "County Sheriff') continue to provide law enforcement services within the City's municipal boundaries; and

WHEREAS, the County, through the County Sheriff, is capable of rendering such law enforcement services under the terms and conditions set forth in this Agreement; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to Article 1 (commencing with Section 51300) of Chapter 1 of Part 2 of Division 1 of Title 5 of the Government Code; and

WHEREAS, this Agreement establishes the service level standards for the County Sheriff's performance of law enforcement services within the City's municipal boundaries; and

WHEREAS, the County Sheriff will continue to operate a shared command municipal police force on behalf of the City, utilizing personnel from the Sheriff's Office; and

WHEREAS, as part of this Agreement, the City and County agree that the City will have significant and meaningful input into the selection and continued assignment of personnel from the Sheriff's Office performing services under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, the City and the County hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated by reference.

2. **SCOPE OF SERVICES.**

   A. Duties and Functions. The County agrees to have the County Sheriff's Office provide municipal law enforcement services within the corporate limits of the City, to the extent and in the manner set forth under this Agreement. The services shall encompass duties and functions of the type falling under the jurisdiction of, and customarily rendered by, a city police department under applicable State statutes. Such services shall include: (1) the enforcement of State statutes and City codes and ordinances; (2) patrol and traffic enforcement; (3) investigative services; and (4) such other special services customarily performed by police departments to the extent specifically set forth in this Agreement.

   B. County as Independent Contractor. County enters into this Agreement as, and shall at all times remain as to the City, an independent contractor. The County is not an employee of the City. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. County shall at all times while performing services under this Agreement conduct itself as an independent contractor and City shall not have the right to control the means and methods by which County provides the services rendered pursuant to this Agreement. The County shall have no power or authority to bind the City, except as set forth under this Agreement. County shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

   C. County Employees, Agents, Contractors or Subcontractors. All employees, agents, contractors or subcontractors hired or retained by the County to perform services under this Agreement are, and at all times shall be, employees, agents, contractors or subcontractors of the County and not of the City. The personnel performing the services under this Agreement on behalf of County shall at all times be under County's exclusive direction and control and the City shall not have the right to control the means and methods by which the County's personnel, officers, employees, or agents provide the services rendered

pursuant to this Agreement. Neither City nor any of its officers, employees or agents shall have control over the conduct of County or any of County's officers, employees, or agents, except as set forth in this Agreement. County shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers or employees of the City, and shall not represent that they are agents of the City of Rancho Cordova except in the limited capacity to perform services under this Agreement.

D. Compensation, Benefits and Claims related to County Employees. The City shall not be responsible, obligated, or liable in any way to pay any salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against the County and/or the City by any County employee, agent, contractor or subcontractor, or any other person arising from performance of this Agreement. The County shall be solely responsible, obligated, and liable for any and/or all salary, wage, compensation, tax, withholding, benefit, injury, illness or other similar employment related claims made against County and/or the City by any such employees, agents, contractors or subcontractors, or other person arising from performance of this Agreement. The County shall indemnify, defend and hold harmless the City against such claims.

E. Performance of Services under this Agreement as Rancho Cordova Police Department. Any performance under this Agreement shall be by only the County, its employees, agents, contractors, subcontractors or others performing directly at the County's direction. Notwithstanding the foregoing limitation, the City expects the Sheriff to publicly identify personnel assigned to perform services under this Agreement as members of the Rancho Cordova Police Department. Such identification is expected to take the form of patrol cars, uniforms, business cards, stationary, forms and similar items.

i. *External Communications – Coordination and Authority.* The City and County agree to collaborate regarding all external communications, press releases, and media statements concerning Rancho Cordova Police Department operations, including social media content and postings.

- The City will manage non-law enforcement/softer side of law enforcement/routine public communications, media relations, and community messaging on behalf of the Department.

- The Sheriff's Office will manage public communications, press releases, and media statements regarding law enforcement operations, public safety matters, and other official activities.

In circumstances involving imminent public safety needs, time-sensitive operational matters, or other urgent situations, the Sheriff will make

reasonable, good faith efforts to collaborate with the City prior to issuing public communications. When advance collaboration is not practicable, the Sheriff may issue or post factual information as necessary and will notify the City as soon as reasonably practicable in real-time or shortly thereafter.

In all other situations, the Sheriff's Office will collaborate with the City in good faith in advance of external communications to promote consistency and accuracy. The City and Sheriff's Office agree to collaborate in good faith on messaging and public information efforts.

The City retains ownership and administrative control of RCPD branding assets and digital platforms, including websites, domain names, and social media accounts, as well as associated content and analytics. The Sheriff's Office shall have appropriate access to these platforms and may utilize them for official law enforcement communications consistent with this agreement.

ii. *Social Media Services in the Service Plan*. The parties agree that RCPD social media and website is an external communication subject to City coordination and final authority under this Section. At the City's election, the Service Plan shall include Social Media Services delivered by a non-sworn County employee assigned as the RCPD Social Media Coordinator ("Coordinator"). The Coordinator is a County employee and shall be supervised by the RCPD Chief of Police, but shall coordinate on all non-law enforcement external communications (as defined in section E. paragraph i.) with the City's Communications Manager or designee, coordinate with the Sheriff's PIO as needed, and comply with City communications policies and applicable law. All RCPD social media accounts, handles, URLs, content, and analytics are City-owned; credentials are administered by the City and provided to County staff for use during the term. The County shall follow City credential, archiving, and records-retention protocols; provide monthly metrics reports; and promptly remove or replace the Coordinator at the City's written request for documented reasons. Costs for Social Media Services (including the non-sworn position) shall be included in the Service Plan and may be adjusted by mutual written agreement.

3. TERM.

A. Effective Date and Term. This Agreement shall be effective July 1, 2026, and shall continue in force until June 30, 2031, unless terminated earlier pursuant to Section 26 below. The parties indemnification obligations set forth in Section 29 hereof and the City's obligations for funding and repaying the County's self-insurance program as set forth in Section 30 hereof shall survive the termination and/or expiration of this Agreement. No later than eighteen (18) months prior to

the expiration date, the City shall notify the County of its intent to continue this Agreement or pursue an alternative service-delivery method, which notice shall not be unreasonably withheld, delayed, or conditioned.

B. Recission of July 1, 2010 Agreement. The City and County have agreed to terminate the existing agreement for the contract with an effective date of July 1, 2010.

4. SERVICE PLAN.

A. Preparation and Submission of Service Plan. In support of the City's preparation of its annual budget, and as a means of establishing appropriate levels of service under this Agreement, the Sheriff shall prepare and submit by April 1st of each year during the term of this Agreement, a proposed Service Plan for the next fiscal year. The estimated cost of performing the services described in the proposed Service Plan will be included in such plan. The proposed Service Plan will be prepared in consultation with the City Manager, and/or the City Manager's designee (hereinafter "City Manager").

B. Contents of Service Plan. The Service Plan includes two components: (1) The Goals & Performance Measures [see Attachment A], and (2) the Staffing & Budget Plan (separately adopted each fiscal year).

C. Goals & Performance Measures. The Goals & Performance Measures for this Agreement are included as Attachment A. The Sheriff's Office will work together with the City to implement appropriate systems and tools to measure and evaluate the performance activities listed in Attachment A by September 30, 2026.

i. *Quarterly Reporting*. Effective at the end of the first quarter of this Agreement, the outcomes or results for all Performance Measure that can be measured via current systems shall be provided to the City Manager on a quarterly basis.

ii. *Modification of Goals & Performance Measures*. The City Manager and Sheriff by mutual agreement can modify Attachment A during the term of this Agreement.

D. Staffing & Budget Plan. A Staffing & Budget Plan will be prepared by the Sheriff's Office on an annual basis. The County shall provide law enforcement services for fiscal year 2026-2031 at the levels specified in the Staffing & Budget Plan as approved by the City Manager and the Sheriff or the Board of Supervisors as required by the County. The Staffing & Budget Plan will be developed based on the outcomes desired in the Goals & Performance Measures subject to fiscal

constraints.

i. *Annual Staffing & Budget Plan*. The Sheriff's Office shall annually provide the City a Staffing & Budget Plan that will detail the deployment of resources consistent with the specific performance measures and outcomes described in the Goals & Performance Measures. The budget for each Fiscal Year during the term of this Agreement shall be adopted by the City Council (by adoption of the relevant fiscal year operating budget) and approved in writing by the Sheriff and the County Executive. Once the Staffing & Budget Plan is established, the Sheriff agrees to and is responsible for the implementation of the Staffing & Budget Plan in such a manner as to substantially comply with the scope and cost of services set forth therein.

ii. *Modification of Staffing & Budget Plan.* Consistent with this Section, the Sheriff has the discretion to modify the Staffing & Budget Plan after obtaining the written agreement of the City Manager.

E. Adoption of Service Plan. The parties shall use reasonable efforts to adopt an updated Service Plan, as well as the estimated cost for performance of such plan, by June 15th of each year, commencing July 1, 2026. The updated Service Plan and the compensation for such services shall be incorporated into this Agreement by means of an adopted Service Plan for the new fiscal year, which shall be approved by the City Manager and signed by both the City Manager and the Sheriff. In the event of any delay in the adoption of an annual Service Plan and estimated cost pursuant to this section, the County is authorized to continue providing services pursuant to the previously adopted Service Plan until such time as a new Service Plan is adopted as set forth above. The City shall continue to pay the County for all costs incurred by County in providing services pursuant to such previously adopted plan as set forth in Sections 19 and 20 below.

F. Adjustment of Staffing Levels. The City Manager shall have flexibility to adjust staffing levels or position classifications and related budget based on the determination of changing and legitimate needs, unless such changes increase the staffing and or budget in which case the change needs to be approved by the Board of Supervisors. The City Manager will not request adjusting staffing up and down based on seasonal effects. Changes to the Service Plan shall occur within 90 days from the date of request from the City Manager. In case Board of Supervisors approval is required, the Sheriff Department will bring the modification to a Board of Supervisors meeting in a timely manner.

The rendition of the services performed by the Sheriff's Office, the standards of performance, the discipline of personnel, and other matters incident to the performance of such services and the control of personnel so employed shall

remain with the Sheriff. In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or level of services or manner of performance of such services, the Sheriff and the City shall meet and confer to resolve such disputes.

5. SELECTION AND ASSIGNMENT OF POLICE COMMANDER/CHIEF

A. Selection of Police Commander/Chief. The Sheriff shall provide to the City a list of at least three persons within the Sheriff's Office whom the Sheriff believes to be appropriate for serving as the City's Police Commander or Chief ("Commander'). The City Manager shall, at his/her discretion, select one of the persons identified by the Sheriff or request the Sheriff to supply several additional names for consideration and possible selection. The City Manager shall identify from the original or additional list of names provided by the Sheriff a person to serve as the City's Police Commander. Subject to the ultimate control of the Sheriff under the terms of this Agreement, the Police Commander shall perform the traditional role of a municipal Police Commander at the direction of the City for no less than three (3) years.

B. Reassignment of Police Commander. The City Manager may request reassignment of the Police Commander at any time. The Sheriff and City Manager shall meet and confer regarding the request within ten (10) days after the Sheriff's receipt of the request. Subject to Section 5(A) of this Agreement and reasonable notice (preferably of at least forty-five (45) days), the Sheriff shall likewise have the absolute and unqualified right to reassign the Commander to other duties within the Sheriff's Office. Should the Sheriff reassign the Commander, the Sheriff shall provide alternative names to the City Manager for review and selection as replacement Commander, consistent with the provisions of Section 5(A) of this Agreement.-The City Manager shall have the absolute and unqualified right to have the Sheriff reassign the persons serving as management personnel for the City upon thirty (30) days written notice. Subject to reasonable notice (at least thirty (30) days), the Sheriff shall have the absolute and unqualified right to reassign these management personnel to other duties within the Sheriff's Office

C. Assignment of Management Personnel. The Police Commander shall select his/her management personnel to work with the Commander for the City. For purposes of this provision, management personnel shall be defined as personnel within the Sheriff's Office with a civil service classification of lieutenant or higher. These management personnel shall be assigned to the City. The City Manager may request reassignment of the management personnel at any time. The Sheriff and City Manager shall meet and confer regarding the request within ten (10) days after the Sheriff's receipt of the request. The City Manager shall have the absolute and unqualified right to have the Sheriff

reassign the persons serving as management personnel for the City upon thirty (30) days written notice. Subject to reasonable notice (at least thirty (30) days), the Sheriff shall have the absolute and unqualified right to reassign these management personnel to other duties within the Sheriff's Office.

6. SELECTION AND ASSIGNMENT OF PERSONNEL.

A. Selection of Personnel. The Commander shall work collaboratively with the City Manager in developing criteria for the selection of personnel from the Sheriff's Office to be assigned to perform law enforcement services for the City pursuant to this Agreement. The City shall have the unqualified right to select from the top ten (10) personnel that are interested and available to serve in the position being recruited for with the additional flexibility that the City can hire personnel beyond the top ten list for personnel with identified, specialized skills and/or training related to the position. If the City is recruiting for more than one of the same position at one time, the City will receive the right to select from five additional interested and available personnel beyond the first position for each additional position to be filled (i.e. if the City is recruiting for two officer positions the qualified, interested list shall consist of the top fifteen personnel). The City Manager has the right to designate any City staff to interview personnel at any rank or class. The ultimate authority with respect to the assignment of such personnel shall rest with the Sheriff.

B. Minimum Year Requirement. It is understood and agreed that line-level personnel assigned to the City will normally be so assigned for a minimum period of three (3) years. Mid-level and supervisory personnel shall serve at least two (2) years. Notwithstanding this normal commitment, such personnel may be assigned to other duties within the Sheriff's Office for purposes of promotional opportunities or career advancement. The Sheriff shall provide the Commander and the City Manager reasonable notice (when possible of at least thirty (30) days unless such notice is waived by the City Manager) of any person's reassignment from the City.

C. Additional Personnel Provisions – Longevity and Pay Differentials. To promote continuity, effectiveness, and institutional knowledge, personnel assigned to the Homeless Outreach Team (HOT), Problem Oriented Policing (POP) Team, Crime Suppression Unit (CSU) Team, Traffic (Motors) Team and select Administrative Staff (collectively, "Specialty Assignments") shall ordinarily serve a minimum of three (3) years in their designated Specialty Assignment, unless reassignment is requested by the City or is necessitated by performance, promotion, or other good cause. The City may authorize pay differentials for Specialty Assignments as part of the annually adopted Service Plan. Nothing in this subsection limits the Sheriff's ultimate authority with respect to assignment decisions under this Agreement, or alters any applicable civil service or labor obligations.

D. Reassignment of Personnel. The City Manager shall have the right to request the Commander to reassign any personnel assigned to the City, pursuant to this Agreement, upon notice to the employee by the Commander, or his/her designee, of the reason for the transfer. The City Manager may request reassignment of personnel at any time. The Sheriff and City Manager shall meet and confer regarding the request within ten (10) days after the Sheriff's receipt of the request. Such reassignment may be to another position within the services provided under this Agreement ("City Contract Service") or may be to County service and shall take place within thirty (30) days.

E. Onboarding Program. The Sheriff and City shall jointly develop and implement a standardized onboarding program for all personnel newly assigned under this Agreement. The onboarding program shall include orientation to City policies, community standards, performance expectations, partnership protocols, data and reporting systems, and any Specialty Assignment responsibilities to ensure consistent service philosophy and operational integration. Costs associated with onboarding shall be incorporated into the Service Plan consistent with the training cost provisions of this Agreement.

F. Commander and Management Personnel. The provisions of Section 6 (a) - 6(c) shall not apply to the Commander or management personnel as defined in Section 5 hereof.

G. No Reassignment due to Layoffs. All personnel, including management, shall be retained within the City Contract Service and not subject to reassignment due to seniority in the event of a Sheriff's Office layoff. This provision shall not apply if the employee is the subject of a layoff.

7. SUPPLEMENTAL ENFORCEMENT SERVICES BY CITY. The City shall have the right to augment non-sworn law enforcement services as it deems necessary outside the scope of this Agreement.

8. SUPERVISION AND LABOR AGREEMENTS.

A. Labor and Employment. Subject to the provisions of Section 5 and 6 of this Agreement, the Sheriff shall have the responsibility for supervision of law enforcement services, hiring of personnel, establishing employee standards of performance for individual personnel, assignment of personnel, determining and effecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of employee services and control of personnel. In the event of a dispute between the Parties as to the manner of performance by personnel of required services, the City shall be consulted and a mutual determination thereof shall be made by the Sheriff and

the City Manager. In recognition of the Sheriffs professional expertise in the area of law enforcement, it is agreed that, in any unresolved dispute related to personnel, the Sheriff shall have the final and conclusive determination as between the Parties hereto subject to the provisions of Sections 5 and 6 under this Agreement.

B. Bargaining Agreements. The City acknowledges that the County is legally obligated to comply with bargaining agreements covering County employees performing services pursuant to this Agreement and, as a result, agrees that the County's performance under this Agreement shall be subject to any such bargaining agreements.

C. Service During Labor Actions. The County shall be obligated to provide service comparable to that in the unincorporated area and other cities the County contracts with to provide law enforcement services regardless of any event of a strike, work slowdown, "blue flu" or any other type of job action (formal or informal) by County employees assigned to perform services under this Agreement. Any Labor Action does not excuse the County from providing such a comparable level of service during the duration of the Labor Action. In the event of any Labor Action the County will have to use replacement workers, management personnel or make other arrangements to furnish such comparable level of services for the duration of the Labor Action.

9. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES.

A. County Resources and Equipment. For the purpose of performing the services required by this Agreement, the County shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to maintain the level of service set forth in the adopted Service Plan.

B. Annual Inventory of City Owned Equipment. The County shall conduct an Annual Inventory of all City owned equipment and present an Inventory List separately identifying federally purchased items. The annual inventory list will be provided to the City Finance Department by July 15th of each year reporting to assets owned as of June 30th. All purchases of City owned equipment shall follow City purchasing requirements. The City Finance Director shall be authorized signer for police grants at all times. If city owned property is sold, proceeds shall be reported and remitted to the City.

C. City Provided Supplies. The City shall be responsible for supplying any special supplies, stationery, notices, forms or similar items that it requires to be issued with the City logo. All such items shall be approved by the Police Commander and provided at the City's sole cost and expense.

D. Use of Existing County Resources. In order to provide the law enforcement services set forth in this Agreement, the County may use existing County resources including, but not limited to, County facilities, equipment, general supplies, and non-law enforcement support personnel and, in addition, may acquire new resources. An appropriate charge for the use of such County resources is included in the County's charges set forth in the adopted Service Plan.

E. Acquisition of New Equipment. To the extent that the County acquires new equipment and supplies for its use in providing services under this Agreement, the City will pay for the cost of such acquisition through the above-referenced charges. Upon the expiration or termination of this Agreement, the County shall be entitled to retain any equipment or supplies acquired by it to provide law enforcement services to the City pursuant to this Agreement. In return for the County's right to retain such equipment and supplies for its own use, the City shall be entitled to a credit for any fair market value of such property and supplies as of the date of termination or expiration of the Agreement. This credit shall be accounted for in the final reconciliation of costs and payments.

F. City's Right to Augment County Resources. The City shall have the option of acquiring equipment and supplies and furnishing them to augment the resources used by the County for the County's use in providing services pursuant to this Agreement, either through direct procurement or grants awarded to the Rancho Cordova Police Department. Upon expiration or termination of this Agreement, the City shall be entitled to retain any equipment or supplies acquired by the City.

G. Relocation of Operations. The County shall not relocate any of its operations to perform services under this Agreement without the prior express written agreement of the City. For purposes of this Agreement, "operations" shall mean "the principal place of operation within the City, e.g. the Police Station."

H. Prior Agreement Before Obtaining Equipment or Services. The County shall not obtain any equipment or services for use within the City or to provide services under this Agreement without the prior express written agreement of the City or as specifically set forth in the Service Plan. The City shall have no obligation to reimburse for any cost of equipment obtained by the County prior to the execution of this Agreement or without the express written agreement of the City having been first obtained unless specifically set forth in the Service Plan.

10. EMPLOYMENT STATUS OF PERSONNEL.

A. Status of County Personnel. Any person employed by the County for the performance of services pursuant to this Agreement shall remain employees of

the County on special assignment to the City for purposes of this Agreement, shall at all times be under the direction and control of the County, and shall not be considered employees of the City. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges afforded to County employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

B. Salaries, Wages, Compensation and Benefits. City shall not be liable for the direct payment of any salaries, wages, compensation or other benefits to any County employee performing services pursuant to this Agreement, or for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

11. LABOR RELATIONS. County shall be responsible for negotiating and administering all labor relations agreements and personnel rules and procedures between County and its employees rendering services pursuant to this Agreement.

12. TEMPORARY REASSIGNMENT DURING LABOR ACTION OF PERSONNEL PERFORMING SERVICES UNDER THIS AGREEMENT.

A. Use of Mutual Aid. In the event of a Labor Action by County employees or other emergency, the City understands and agrees that the County may use the Mutual Aid (as defined in Section 18, of this Agreement) to establish police services within the City at a level comparable to that it was receiving prior to the labor action or emergency, at the discretion of the Sheriff. Prior to utilizing such mutual aid, the Sheriff shall advise the Police Commander of the need for mutual aid and seek the input of the Police Commander with respect to the Sheriff's proposed use of such mutual aid.

B. Temporary Reduction of Service. The City understands that if law enforcement personnel assigned to provide services under this Agreement are utilized outside the City for Mutual Aid under these circumstances the City may be temporarily provided with a reduced level of service. If such reduced level of service results from a Labor Action by County employees, City will be invoiced a reduced amount for services based on the percentage reduction in the level of services provided. The County agrees that it will continue to provide service to the City comparable to that in the unincorporated area and other cities the County contracts with to provide law enforcement services and further agrees that the City, at its option, may secure law enforcement services from another public agency during the duration of any Labor Action or other emergency. The County and the Sheriff further agree under these circumstances to utilize resources reasonably available from the unincorporated area before utilizing

City contracted for resources.

13. RULES, REGULATIONS, POLICIES AND PROCEDURES.

A. County Procedures. County personnel assigned to provide services under this Agreement are required to abide by all rules, regulations, policies and procedures applicable to employees of the Sheriff's Office ("County Procedures"), a true, accurate and current copy of which is incorporated into this Agreement by this reference and shall be available at all times in the office of the Police Commander and the City Manager's office.

B. City Procedures. County personnel performing services pursuant to this Agreement may be requested by the City Manager to comply with specified city procedures ("City Procedures"). County personnel will comply with such City Procedures, except where such City Procedures may conflict with County Procedures or the requirements of this Agreement, or both.

C. Conflicts between Procedures or Agreement. The provisions of this Agreement shall take precedence over any conflicting City Procedures or County procedures. The Sheriff and the City Manager shall confer should any conflict exist between City Procedures and County Procedures. However, in light of the Sheriff's expertise with respect to law enforcement procedures and their impact upon the operations of the Sheriff's Office, the Sheriff shall retain as related to specific law enforcement issues the final authority to determine how conflicts between City Procedures and County Procedures will be resolved as long as such resolution is consistent with the implementation and cost of the Staffing & Budget Plan.

14. SCHEDULING OF SHIFTS. All patrol and supervisory shifts shall be established by the Commander after consultation with the City Manager. Personnel assigned to each shift may work varying and different times, and may be deployed to other shifts, at the discretion of the Commander. Any long-term shift deployment change will not be implemented by the Commander without first consulting with the City Manager.

15. REPORTING REQUIREMENTS.

A. Quarterly Reports. The County shall provide the City Manager with accurate and timely quarterly reports in a mutually agreeable format. Such reports will include the following items: crime statistics specific to the corporate limits of the City, progress reports and significant activities related to the adopted Goals & Performance Measures, any major incidents occurring during the reporting period and significant staffing issues. In the event the results of the Performance Measures are not presented to the City Manager within sixty (60) days of the

conclusion of each quarter, the City may charge a penalty equal to 10% of the next regularly scheduled monthly payment

B. Monthly Reports. In addition, the Commander shall report monthly the number of instances where contract personnel respond to calls for service or an event outside the city boundaries as well as when personnel assigned to areas outside of the City boundaries respond to calls or an event within the boundaries.

C. City Council Presentations. Upon request of the City Manager or City Council, the Police Commander/Chief shall provide updates and reports to the City Council, including presentations on performance, staffing, and significant initiatives.

D. Coordination Meetings. The Police Commander/Chief and appropriate staff shall attend a monthly coordination meeting with City executive leadership to review operations, staffing, reporting, and strategic priorities. The Police Commander/Chief (or designee) shall attend weekly City leadership team meetings and additional City meetings as reasonably requested by the City Manager.

E. Reports Requested by City Manager. As reasonably requested and directed by the City Manager, County shall also provide the City Manager with reports pertaining to issues the City Manager determines are either relevant to the County's performance under the terms of this Agreement and/or the Service Plan, or which are reasonably related to the City's interests concerning law enforcement activities within the City.

F. Annual Reports. The County shall submit an annual report to the City Manager and City Council highlighting services provided during the prior year and setting forth objectives for the upcoming year.

G. Statistics to State and Federal Agencies. The County shall provide statistics for State and Federal agencies that collect the information on a jurisdictional basis.

H. Information for Grants. The County shall also be responsible for preparing on the City's behalf any crime statistics or other reports necessary to comply with Federal or State grants including but not limited to Byrne Grants, U.S. Homeland Security Grants, and COPS program grant requirements which provide funding for any law enforcement services provided under this Agreement. Such reporting shall be sufficient to result in any allocation of funds from any state or federal funding program to the City of Rancho Cordova as its own individual police department including but not limited to Byrne Grant allocations and COPS grant allocations.

16. TRAINING.

A. Required Experience and Training. The County agrees to provide personnel with the required experience and training to perform the services specified in this Agreement.

B. Request to Increase Number of Personnel by City. If, during the term of this Agreement, the City increases the number of personnel allocated hereunder, the City agrees to reimburse the County for "All Costs" incurred in training all levels of personnel hired or promoted by the County as a result of such increased staffing allocation as set forth in the adopted Service Plan. "All Costs" as used in this Section 16 mean direct training costs, such as tuition, training materials and travel expenses associated with training, as well as associated costs such as overtime or other relief while personnel are unable to perform normal services due to training, on a per person basis.

C. Specialized Training. The City shall also be responsible for All Costs associated with any specialized training (e.g. traffic enforcement) required for personnel directly assigned to perform services under this Agreement as set forth in the adopted Service Plan.

D. Reimbursements for Training. Any reimbursement received by the County from the State Commission on Peace Officer Standards and Training, or from any other non-County funding source, for training provided to personnel assigned to perform services hereunder shall be credited to the City, prorated on a per person basis, unless already factored into the allocated costs set forth in the adopted Service Plan.

E. Reassignment of Trained Personnel. If any personnel providing service under this Agreement and trained at the expense of the City, as set forth in this Section, is reassigned within 24 months after the training has commenced to perform for the County duty not covered by this Agreement, and was not reassigned at the request of the City, the County shall pay to the City All Costs of training for that employee paid by the City on a pro-rata basis, based on the actual number of months of reassignment during the 24 month period, for training that is required for a municipal policing agency.

17. CITY POWERS AND ENFORCEMENT OF CITY ORDINANCES.

A. Power to Enforce Local Ordinances. In performing services pursuant to this Agreement, the County shall have all the powers of the City and shall receive the full cooperation and assistance of the City, its officers, agents and employees in enforcing rules, regulations, codes and ordinances of the City pursuant to this Agreement.

B. Validity of City Rules, Regulations, Code and Ordinances. The City shall be responsible for the validity of its rules, regulations, codes and ordinances, including any ordinances or codes incorporated by reference in the City's ordinances or code. The City shall defend, hold harmless, and indemnify the County, its officers, agents and employees with respect to any claim or action challenging the validity of any City ordinance or with respect to any claim or action that any arrest, citation or other action taken under an invalid City ordinance.

18. MUTUAL AID.

A. Mutual Aid Plan. The State of California Law Enforcement Mutual Aid Plan provides the basis for emergency law enforcement operational deployment procedures within the statewide mutual aid system. The Parties to this Agreement agree to abide by such plan in support of the mutual aid system.

B. Use of Personnel Performing Services Under this Agreement. The City understands and agrees that the Sheriff may use employees performing services under this Agreement to meet the needs under a request for Mutual Aid. The Sheriff shall consult with the Police Commander regarding the City's level of participation in Mutual Aid requests. The County/Sheriff agrees to utilize resources reasonably available from the unincorporated area before utilizing City contracted for resources.

19. COMPENSATION FOR SERVICES.

A. Compensation for Law Enforcement Services. The City shall pay the County for providing the law enforcement services set forth in this Agreement. The costs of these services shall be set forth in the Service Plan. All such costs for services provided hereunder will be segregated and recorded within a separate index established within the County's financial system. For each Fiscal Year, the total budgeted cost for providing law enforcement services pursuant to this Agreement shall not exceed the amount set forth in the Service Plan. The Service Plan shall contain a specific breakdown of the budgeted cost of the various components of these law enforcement services. A budgeted amount for each of the subsequent fiscal years during the term of this Agreement shall be developed pursuant to the procedure set forth in Section 4 hereof. The amount paid by the City will not exceed the amount stated in the Service Plan, except in the case of an emergency as defined by Section 20(E).

B. Adjustment of Rates and Staffing Levels. In the event that the City and the County are unable to agree on an updated Service Plan, the existing Service Plan shall continue in effect and the County may adjust the rates set forth in such Service Plan up to a maximum cost escalation not to exceed the CPI for the

State of California. The County reserves the right to adjust staffing levels to achieve this cost maximum. The City will select the positions to be eliminated in this process. The City shall be provided with written notice of any proposed change in the rates to be charged to the City at least sixty (60) days prior to submittal of the proposed change to the County Board of Supervisors for adoption. During this period, the City shall be afforded the opportunity to review the proposed change with County staff. The City shall thereafter be notified of the adoption of any new rates to be charged to the City and the date upon which such new rates shall become effective. If City fails to appropriate or expend the funds necessary to support the level of service provided under the existing Service Plan, the County shall reduce the level of service consistent with the amount of funds the City makes available to support law enforcement services. No change in funds beyond an annual CPI adjustment or positions may occur until both parties agree to a change.

C. Pursuit of State and Federal Grants. County staff is encouraged to aggressively pursue any and all state and federal grant opportunities, however, any grant accepted for the city must be accepted by the City Finance Director or their designee. The County agrees to administer the grant in conformance with federal and state guidelines and regulations and by the City's internal control requirements.

20. INVOICES AND PAYMENT.

A. Payment of Actual Costs. Except as otherwise specified in this Section, the City shall pay the County for all actual costs incurred by County in providing the law enforcement services set forth in this Agreement. Such costs, which are set forth in the Service Plan, shall include both direct costs and indirect overhead costs allocated to the Sheriff's Office as part of the countywide cost allocation plan as approved by the State Controller's office ("A-87 Plan"). All such costs for services provided hereunder will be segregated and recorded within a separate index established within the County's financial system. A specific breakdown of the budgeted cost of the various components of these law enforcement services is set forth in the Service Plan.

B. Change in Cost Allocation Methodology. At any time during the term of this Agreement, the City may propose that an indirect cost allocation methodology other than A-87 be used in determining the indirect costs payable by the City to the County pursuant to this Agreement. Upon receipt of such request in writing and a written description of the proposed alternative methodology, the County shall be obligated to meet and confer with the City in a good- faith effort to reach a mutually acceptable agreement with respect to the implementation of an indirect cost allocation methodology other than A-87. Any change in the indirect cost allocation methodology from A-87 to a mutually agreeable alternative shall

be implemented in the form of an amendment to this Agreement that shall be approved by the City Council and the Board of Supervisors.

C. Compensation Schedule. Compensation by the City to the County for the law enforcement services rendered under this Agreement shall be paid on a monthly period basis during the term of this Agreement at the rate of one-twelfth (1/12) of the annual cost of providing such services as set forth in the Service Plan. The City shall make this payment to the County in equal monthly installments beginning on July 1, 2026. The parties understand and agree that the Service Plan for fiscal year 2026-2027 represents estimated costs for the entire fiscal year.

D. Invoices by County. The County shall, no later than the end of the each month, provide a report to the City for each monthly period detailing the County's cost of providing law enforcement services pursuant to this Agreement during the preceding monthly period.

E. Costs in Excess of Agreed Upon Amount. If in any month during the term of this Agreement the County's actual costs exceed the agreed costs as set forth in the Service Plan, the County shall, within thirty (30) days, state in detail the cause(s) of the excess and set forth a plan for completing the Service Plan at the agreed service levels and agreed cost receipt. If the excess is due to an "Emergency Beyond the Reasonable Control of the County and the City" the City and the County shall agree upon a method for the City to pay for those excessive costs incurred by "Emergency Beyond the Control of the County and the City." The phrase "Emergency Beyond the Reasonable Control of the County and the City" shall mean situations where because of flood, earthquake, or other disaster or emergency within the City of Rancho Cordova, the Commander determines that a form of emergency response over and above that contemplated by the Service Plan is required.

F. Timing of Payment; Late Fee. The City agrees to make monthly payments within thirty (30) days of invoice receipt. The County may assess a 10% late fee for payments received sixty (60) days or more delinquent.

G. Government Code Section 51350. In conformance with Government Code Section 51350 the County agrees to not charge the City any portion of the cost allocated in the A- 87 Plan which are attributable to services made available to all portions of the County. In the course of negotiating the terms and conditions of this Agreement, the City and County have agreed to implement the provisions of Government Code Section 51350 as set forth in subsections (i)-(v) below.

i. *Service Plan*. The Service Plan each year sets forth all the direct and indirect costs that the County will charge to the City for law enforcement services during

any fiscal year. The City will have a full and complete opportunity to review those costs and the methodology used in calculating them. Each Annual Service Plan shall be subject to negotiation and mutual agreement consistent with the provisions of Section 4 of this Agreement.

ii. *City's Review of Methodology in Service Plan*. In approving any Service Plan during the term of this Agreement, the City agrees and acknowledges that it has had a full and complete opportunity to review the costs set forth in any such Service Plan, together with the methodology used in calculating them, and, based upon such review, is satisfied that such costs are appropriately charged by the County and paid by the City.

iii. *Legal Action Regarding Methodology*. The City shall have the right to challenge the legal validity of any direct or any indirect costs under any approved Service Plan (pursuant to Section 4 of this Agreement) charged by the County so long as such challenge is filed within one hundred eighty (180) days after the Service Plan goes into effect. The City may challenge the methodology in, the charges made under, and any payments made pursuant to the continuing Service Plan as not in compliance with law, including but not limited to Government Code section 51350.

iv. *Legal Action Regarding Services Not Received*. Nothing in this Section shall preclude the City from challenging any charge by the County for law enforcement services on the basis that the service for which the charge was assessed was not actually provided by the County.

v. *Limited to Contractual Relationship under Agreement*. The provisions of this Section are intended to be limited to the contractual relationship between the City and the County during the term of this Agreement only and shall not be construed so as to bind or otherwise limit the City with respect to any legal rights that it may seek to exercise under Government Code Section 51350 outside the scope of this Agreement or with any other Agreement the City may have with the County.

H. Actual Costs Less than Costs Paid by City. If at the end of the Service Plan quarter the County's costs were less than the costs paid by the City, the County shall adjust the next monthly billing to the City by the difference. If at the end of the Service Plan quarter the County's costs were more than the costs paid by the City, the County shall adjust the next monthly billing by the difference.

I. Risk-Management Cost Adjustments and Pension-Obligation-Bond Costs. The County shall provide the City with not less than ninety (90) days' written notice of any anticipated changes to risk-management, insurance, or self-insurance cost allocations applicable to this Agreement. The Parties shall meet and confer

in good faith to review the methodology and fiscal impacts prior to inclusion in the subsequent fiscal-year Service Plan. Nothing herein modifies the Parties' commitments regarding indirect cost allocations or Government Code Section 51350.

21. PENAL CODE SECTION 13823.95 COSTS AND BOOKING COSTS.

A. Penal Code Section 13823.95. Subject to Penal Code Section 13823.95, and any amendment thereto, the City shall be responsible for all costs charged pursuant to Penal Code Section 13823.95 (costs incurred by a qualified health care professional, hospital, or other emergency medical facility for the examination of the victim of a sexual assault under specified conditions) related to offenses alleged to have taken place in the City. These Penal Code Section 13823.95 charges shall be billed separately and represent costs to be paid by the City in excess of its obligations set forth in Sections 18 and 19, above. Such charges shall be paid by the City within thirty (30) days of the City's receipt of an invoice from the County.

B. Booking Costs. The City shall also be responsible for the payment of booking costs as set forth in the Service Plan. The City's responsibility to pay for booking costs shall be subject to, and comply with, State law related to booking costs. However, nothing in this Agreement shall be construed as preventing the City from seeking reimbursement for such booking charges from the person arrested. In recognition of the cost to the City of paying booking charges to the County pursuant to this Agreement, the County and the Sheriff agree to take the following steps with respect to the subject of booking costs:

i. *Support Reimbursement Efforts*. The County and the Sheriff will support any efforts by the City to seek legislation to provide for State reimbursement of booking charges paid by any city pursuant to a law enforcement services agreement with a county, and

ii. *Cite and Release Policy*. The City of Rancho Cordova's Police Commander has the authority to implement what he deems in his reasonable discretion to be a prudent cite and release policy.

22. FINES, FORFEITURES AND MISCELLANEOUS REIMBURSEMENTS.

A. Fines and Forfeitures of Bail. Fines and forfeitures of bail pursuant to Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the employees performing services under this Agreement were employees of the City. Any reimbursement received by the County from any non-County funding sources for services charged to the City under this Agreement shall be credited to the City; less any mutually agreed

upon County administrative costs directly associated with obtaining or processing the reimbursement.

B. Federal or State Grant Reimbursement. Any funds received by the County on behalf of the City or for the benefit of the City shall be credited to the City. The County will credit City with City's reasonable estimate of fair share of Byrne Grant funding or other Federal or State grant funding applied for and awarded to Sacramento County on behalf of the Rancho Cordova Police Department.

23. ASSET SEIZURES AND FORFEITURES.

A. Assets Seized within the City. When assets are seized in the City by or with the support of personnel performing services under this Agreement, and such assets are subsequently forfeited to the Sheriff, the forfeited assets shall be shared with the City, as set forth below, for purposes of augmenting law enforcement services within the City. The sharing and use of forfeited assets under this Section shall be subject to approval of the forfeiting agency.

B. Use of Assets to Augment Law Enforcement Services within the City. When assets are seized as set forth in Section 23(A), the Sheriff shall apply to the forfeiting agency for the return of assets to the County. In the application, the Sheriff shall specify the percentage of assets returned to the County that are proposed to be used to augment law enforcement services in the City. The City Manager may provide recommendations for the distribution of assets seized within the City. Prior to the submissions of any such applications, the Sheriff shall advise the City Manager of the distribution of assets that will be proposed in the application. The distribution proposed by the Sheriff shall be based upon applicable State and Federal guidelines pertaining to asset forfeitures, the provisions of this Section, and any applicable memorandum of understanding between the City and the County. Assets that are returned to the County by the forfeiting agency with approval to be used to augment the City's law enforcement services shall be used by the City and the County solely for such purpose. If the forfeiting agency attaches specific conditions to the use of such assets, the City and the County shall comply with such conditions. The Sheriff and the City Manager shall determine the specific use to be made of such assets consistent with any conditions imposed by the forfeiting agency.

C. Seized with the City by Personnel Serving City. In those cases in which assets are seized within the City by personnel assigned to the City pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is the result solely of activities self-initiated by such personnel in response to a call for service within the City, the Sheriff shall apply to have those assets that are subject to distribution to the Sheriff, pursuant to Health and Safety Code Section 11489, to be used to augment the City's law

enforcement services.

D. Seized within the City by Personnel Serving both City and County. In those cases where assets are seized within the City by both County personnel assigned to the City pursuant to this Agreement and other law enforcement personnel not so assigned, the Sheriff shall determine the appropriate percentage of the total forfeited assets that shall be proposed to be used to augment the City's law enforcement services. The Sheriff shall determine such percentage based upon the circumstances of the seizure and the pro rata involvement of the various personnel.

24. COMPLAINTS. County agrees to handle and respond to complaints regarding law enforcement service provided under this Agreement in a courteous and timely manner. Complaints shall be processed and appropriate records maintained consistent with applicable law and established Sheriff's Office procedures for addressing citizen complaints. Disclosure of information relative to complaints and any associated internal investigations shall be made only to the extent prescribed by applicable law. The City of Rancho Cordova through its City Manager and/or Commander shall be entitled to information relative to complaints, and any associated internal investigations regarding services performed under this Agreement to the extent permissible by law, as well as action taken and disposition dates.

25. ENHANCED SERVICES OR SPECIALIZED EQUIPMENT.

A. Request by City for Enhanced Law Enforcement Services. At the written request of the City Manager, the Sheriff, at his/her sole discretion, may provide, consistent with the procedures set forth in this Section, law enforcement services within the City in addition to those contemplated in the Service Plan ("Enhanced Law Enforcement Services"). If the Sheriff determines that it is appropriate to provide such Enhanced Law Enforcement Services and there is sufficient staffing available, the type, time and place of such Enhanced Law Enforcement Services shall be agreed upon by the City Manager and the Sheriff.

B. Cost of Enhanced Law Enforcement Services. The Sheriff shall determine the personnel and equipment required to provide such Enhanced Law Enforcement Services and the budgeted cost for such Enhanced Law Enforcement Services. Upon the written concurrence of the City Manager and the County Executive as to this budgeted cost, the Sheriff may proceed to provide such Enhanced Law Enforcement Services and the City shall pay the cost of such Enhanced Law Enforcement Services as agreed to by the City Manager.

C. Invoice and Payment of Enhanced Law Enforcement Services. The County shall submit a separate invoice or invoices for such Enhanced Law Enforcement

Services. Such invoice or invoices shall be due and payable within thirty (30) days of receipt by the City.

D. Special Equipment. If, during the term of this Agreement, items of special equipment ("Special Equipment") are necessary to support Enhanced Law Enforcement Services within the City that fall outside the services set forth in the Service Plan, the City may furnish such Special Equipment or authorize the County to obtain such Special Equipment. In either case, all costs associated with providing and maintaining such Special Equipment shall be borne by the City. Any such Special Equipment shall meet applicable County specifications. Title to any Special Equipment purchased pursuant to this provision shall remain vested with the City. If the City elects not to provide Special Equipment, including but not limited to the authority under Government Code section 7070 et. seq., the County shall be authorized to modify or discontinue the performance of Enhanced Law Enforcement Services for which the Special Equipment is necessary.

26. TERMINATION.

A. Termination Without Cause. Either Party may not terminate this Agreement without cause. No later than 18 months prior to the expiration date of this agreement, City will notify County of its intent to continue this contract or pursue an alternative service delivery method.

B. Termination due to Breach. If the County fails to perform a material element of this Agreement, and further fails to correct such breach after being given a written notice specifically describing the breach and a reasonable opportunity to cure, the City shall be entitled to terminate this Agreement without further cause upon not less than ninety (90) days prior written notice to the County.

C. Termination for Lack of Reconciliation Payment. If any undisputed reconciliation payment required to be made by either Party pursuant to Sections 19 and 20 is not received by the Party to whom it is due within the prescribed time, and the defaulting Party fails to cure such breach by making the undisputed reconciliation payment within fifteen (15) business days after receipt of a delinquency notice from the other Party, the Party to whom the undisputed payment is owed shall be entitled to terminate this Agreement without further cause upon not less than ninety (90) days prior written notice to the other Party.

D. Payments During Notice Period. In the event of the termination of the Agreement pursuant to this Section, the City shall pay the County for all costs of services rendered through and until the effective date of termination.

E. Transition Plan. In the event that a notice of intent to terminate the Agreement is

given, the City and Sheriff will negotiate, in good faith, a transition plan which will provide an orderly transition of service to maintain the same level of service and equipment during the remainder of the term.

F. Hiring of Additional Law Enforcement Officers. If either Party provides notice of its intent to terminate this Agreement pursuant to this Section, after such notice of termination, the City shall have the right to hire law enforcement officers and to otherwise augment law enforcement services.

G. Police Reports and Files. Upon termination of the Agreement, the County shall give the City any and all Police Reports and other activity reports to the extent permitted by law. Whenever possible the reports and logs shall be provided in a digital format usable by the City; the City shall pay the County all reasonable expenses to duplicate these records.

H. Surplus Equipment and Supplies. The County shall give the City the right of first refusal to acquire surplus equipment and supplies used in this contract to include but limited to: office furnishings, vehicles and equipment installed in such vehicles and personal equipment for officers including, but not limited to, guns, vests, uniforms, communications gear, utility belts and similar safety equipment.

27. ADMINISTRATION. The City Manager shall administer this Agreement on behalf of the City and the Sheriff shall administer this Agreement on behalf of the County.

28. AUDIT.

A. Keeping of Records. The County shall maintain adequate financial records during the term of this Agreement to document its charges to the City, and report to the City in a manner acceptable to the City. Records for each fiscal year during the term of this Agreement shall be maintained by the County for a three (3) year period after the City's receipt of the reconciliation for that fiscal year.

B. Access to Records. County shall provide free access to the representatives of City, or its designees, at reasonable times, to all records relating to performance of this Agreement. The City shall have the right to examine and obtain an independent audit of all records relating to performance of this Agreement of the County at any reasonable time and as often as the City desires. County shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. The City shall have the unrestricted right to Audit the County's records related to the Agreement.

C. Audit by State Auditor. Pursuant to Government Code Section 8546.7, the City and the County shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by the City to the County pursuant to this Agreement. The City and the County shall retain all records relating to performance of this Agreement for this three (3) year period, except that records pertaining to any audit then in progress, or any claims or litigation, shall be retained beyond such three (3) year period until final resolution of such audit, claim or litigation.

29. **INDEMNIFICATION.** The County and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or other act or omission of City or any of its officers, agents or employees, for any dangerous or defective condition of any public street or work or property of the City, or for any illegality or unconstitutionality of the City's ordinances. The City shall indemnify and hold the County and its officers, agents, employees and independent contractors harmless from any claim or liability whatsoever, based or asserted upon the condition of any public street or work or property of the City, upon the illegality or unconstitutionality of any City ordinances, or upon any act or omission of the City or its officers, employees subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the City shall defend at its expense including attorney fees, the County and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such condition of any such public street or work or property, such alleged illegality or unconstitutionality of a City ordinance, or such alleged acts or omissions. With respect to public streets, works or property, City and County agree that nothing in this Section is intended to require City to indemnify and hold harmless the County for any claim or liability arising prior to the incorporation of City on July 1, 2003.

County shall indemnify and hold the City and its officers, agents, employees and independent contractors harmless from and against any loss, damage, claim or liability whatsoever, based or asserted upon any act or omission of the County or its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the County shall indemnify and defend at its expense, including attorney fees, the City and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

30. **INSURANCE.** Parties acknowledge that County is a self-insured entity. County has and shall maintain during the term of this Agreement insurance coverage for worker's compensation, general liability, automobile liability, and professional liability. County shall provide City with certificates of self-insurance, or other

documentation, which details the scope, limits, and forms of County's self-insurance coverage. County agrees to provide City with written notification of any changes in coverage applicable to this Agreement and shall do so within thirty (30) days of the change or within ten (10) days in the event the change results in the termination of coverage(s) applicable to this Agreement. In the event County is unable to maintain insurance coverage(s) applicable to this Agreement, City shall have the right to terminate this Agreement.

31. **ASSIGNMENT.** Neither Party hereto shall assign, subcontract, or transfer any interest in this Agreement, or any duty hereunder, without the prior written consent of the other Party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such written consent. Because of the unique nature of the services contemplated by this Agreement, consent of either Party may be withheld by either Party, within that Party's sole discretion, whether deemed reasonable or not.

32. **AMENDMENTS.** This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement, approved by the Sacramento County Board of Supervisors and the Rancho Cordova City Council and executed by each of the Parties hereto, which amendment shall then be attached to this Agreement and become an integrated part of this Agreement.

33. **INTEGRATION.** This Agreement and the subjects addressed herein supersede all prior negotiations, representations or agreements, oral or written, which may be related to the subject matter of this Agreement, including any "interim" agreements that the parties may have entered into.

34. **CONSTRUCTION AND INTERPRETATION. I**t is agreed and acknowledged by the Parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

35. **WAIVER.** The waiver, at any time by any Party, of any of its right with respect to a default or other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

36. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement shall, at the option of either Party, render the other provisions unenforceable, invalid or illegal, provided that such invalidity materially affects the respective rights and obligations of the parties.

37. **SUCCESSORS AND ASSIGNS.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, provided that the required written consent has been obtained pursuant to Section 31 above.

38. **NOTICES.** Any notice, demand, request, consent, or approval that either Party hereto may, or is required to, give the other shall be in writing and shall be deemed to have been received three (3) days after deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO COUNTY:
Sacramento County Sheriff
4500 Orange Grove Avenue
Sacramento, CA 95841

TO CITY:
City Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Either Party hereto shall have the right to serve any notice by personal delivery and change the address at which it will receive such communications by giving fifteen (15) days advance notice to the other party.

39. **DISPUTE RESOLUTION.** Prior to initiating any legal proceedings with respect to the performance of this Agreement, the Parties shall first engage in a good faith effort to resolve any claims, disputes, or other matters in question between them by mediation. The costs of the mediation shall be borne equally between the parties and shall be held in Sacramento, California.

40. **DATA SHARING.**

A. Automatic Data Exchange. The Parties shall implement automatic data transfer between County systems and the City's systems, including but not limited to Growing Strong Neighborhood reporting and traffic accident reporting, to support operational management, performance measurement, and public transparency. The Sheriff shall provide the City with timely, machine-readable data extracts in a mutually agreed format and frequency.

B. Privacy, Security and Compliance. All data sharing shall comply with applicable laws and standards, including confidentiality, records retention, evidence integrity, and information security requirements. The Parties shall adopt a data-governance protocol specifying data elements, access rights, retention

schedules and points of contact.

C. Costs and Support. Any costs associated with initial configuration, integration, and maintenance of automated data transfer shall be identified in the Service Plan. The Parties shall collaborate to ensure data accuracy and continuity despite system upgrades or vendor changes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of year first written above.

CITY OF RANCHO CORDOVA

_____

Micah Runner, City Manager

Date:_____

Attest:

_____

City Clerk

Date:_____

Approved as to Form:

_____

Adam Lingren, City Attorney

Date:_____

SACRAMENTO COUNTY

_____

Chair of the Board of Supervisors of Sacramento County, California

Date:_____

ATTACHMENT A

Goals and Performance Measures

City Goals for Police Services

1. Ensuring Order and Civility in Public Places
2. Reduction of Crime and Victimization
3. Holding Offenders Accountable
4. Efficient and Effective Use of the (Operational and Financial)
5. Using Authority and Force Fairly and Effectively
6. Quality Service/Customer Satisfaction

Performance Measures for Each Goal

Ensuring Order and Civility in Public Places

- Neighborhood revitalization activities (POP projects, changes in property values)*
- Traffic Safety
  - Accident rates; fatal, injury and non-injury
  - Traffic citations
  - Traffic calming measures
  - Special program (DUI, seatbelt enforcement, child restraint)
- School safety*
  - Reported crimes in schools
  - Public perception of safety in schools
  - Special programs (gang education, youth mentoring)
- Park Safety
  - Usage of space
  - Reported crime in parks
  - Public perception of safety in parks

Reduction of Crime and Victimization

- Part 1 and Part 2 crime rates per capita; citywide, by beats, and neighborhoods
- Reporting of crime, and fear of crime; use of alternative measures such as victimization, fear level, domestic violence, and public health surveys)*
- Reduction in repeat calls for service (by category and specific locations)
- Crime prevention initiatives (measuring crime reduction, target hardening programs)*
- Crime Prevention through Environmental Design (CPTED)*
- Crime statistics related to HOT, POP, and CSU.

Holding Offenders Accountable

- Arrest data - felony and misdemeanor
- Filing rates*
- Conviction rates*
- Clearance rates for crime category

- Gang related enforcement in court and probation conditions
- Parole and probation searches and arrests
- Diversion programs (drug courts, family violence treatment programs, etc.)*

Efficient and Effective Use of the (Operational and Financial)

- Response time to emergency (life threatening and crimes in progress) calls for service
- Response time to non-emergency calls for service
- Alternative methods of service delivery
    - Civilian employees
    - Volunteers
    - Self-reporting (Internet, mail)
    - Telephonic response
    - Referrals
- Percentage of discretionary patrol time available*
- Resources used for repeat calls for service (by type and location - such as false alarms, domestic violence, chronic nuisances, etc.)*
- Financial accountability
- Meeting budget goals of overtime management
- Risk management (vehicle accident rates, lawsuits)*
- Problem-solving initiatives*
- Community goals (community engagement in goals setting, beat meetings)*
- Formal program evaluations*

Using Authority and Force Fairly and Effectively

- Use of force rates (officer involved shootings, less than lethal force, physical force)
- Complaints related to force and abuse of authority
- Other citizen complaints
- Officer initiated activity levels (vehicle stops, suspicious person stops)
- Confidence/trust levels between community and police department*
- Racial profiling data*
- Pursuit analysis

Quality Service/Customer Satisfaction

- Customer satisfaction surveys*
- Service related complaints
- Feedback systems regarding public perceptions
- Community participation in problem identification and solutions*
- Accessibility

*Denotes measures that are non-traditional or not commonly employed by police agencies.

6368433.1



CONTRACT FOR LAW ENFORCEMENT SERVICES

June 15, 2026

SERVICE CONTRACT MODEL

Contract provides the partnership between the City and the Sacramento County Sheriff's Office to provide comprehensive law enforcement services.

Contract outlines:

- Overall Service Delivery
- Operational Responsibilities
- Communication Protocols
- Accountability Measures

The specific cost and level of service is outlined and approved in the City's budget process biennially.

- FY 2026/27 Service Plan was approved by Council through the budget process at the cost of $29,600,000 plus Measure H supported positions (CSU/FOZ/Youth Services) at the cost of $1,770,000

SERVICE MODEL OVERVIEW

Sacramento County Sheriff Provides:

- Patrol
- Emergency Response
- Investigations
- Traffic Enforcement
- Specialty Services, such as Community Policing (POP), Homeless Outreach Team (HOT), Crime Suppression Unit (CSU)
- Administration & Support Services
- Operates as an Independent Contractor
- Personnel remain County employees under Sheriff's Office

City of Rancho Cordova Receives:

- Flexibility to scale services annually with approval of the Annual Service Plan that occurs with the Budget
- Access to specialized units from the Sheriff, such as Helicopter, Ruck, Specialized Investigations, etc.
- Reduced administrative costs related to Human Resources, Pensions, Payroll, Risk Management
- Personnel turnovers are filled quicker



UPDATED TERMS

- **Length of Contract – 5 years (July 1, 2026 – June 30, 2031)**
  - No later than 18 months prior to expiration date, the City to notify the County of intent to modify the service delivery method
  - Termination due to Breach in contract – not less than 90 days
- **Incorporated Data Sharing to support Growing Strong Neighborhoods & City Services**
- **Formalized collaboration for the media strategy**
- **Formalized Rancho Cordova Police Department updates/reports from the Police Chief to City Council on an as needed basis**
- **Formalized the Police Chief's participation in the City's Leadership team**
- **Incorporated the ability to provide pay differential for additional positions**
- **Maintained a minimum assignment period for personnel in select positions**

BENEFITS OF THE CURRENT SERVICE MODEL

Operational Expertise & Availability of Staff

- Sheriff provides training (POST), discipline and operational polices
- Staffing of RCPD positions are filled quicker than normal HR processes
  - RCPD gets first pick of all trained staff
  - City does not pay for Academy or hiring process

Sheriff Onboarding Process

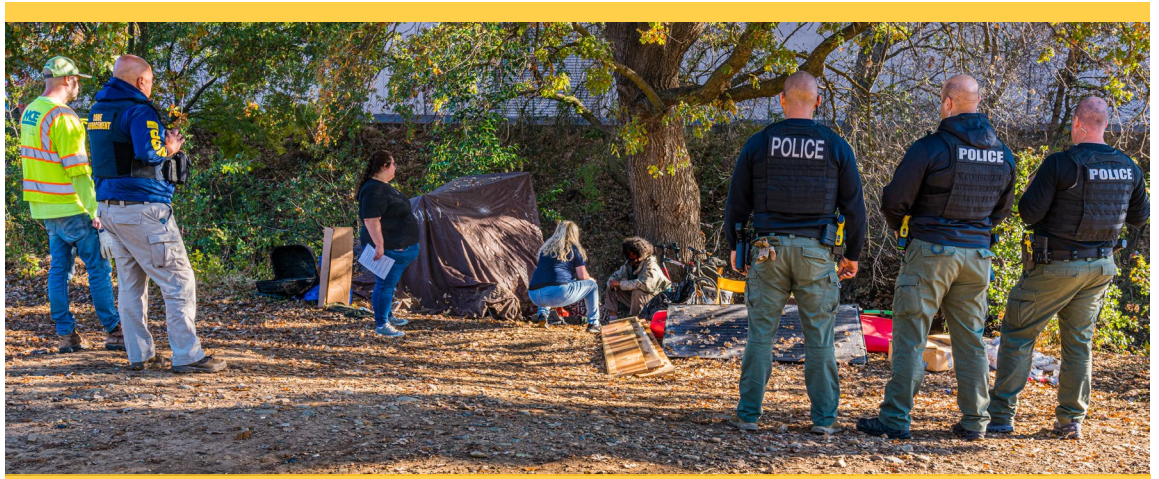
Hiring Process

3-4 Months for background

6 months for Law Enforcement Academy

Patrol Training

25 Weeks

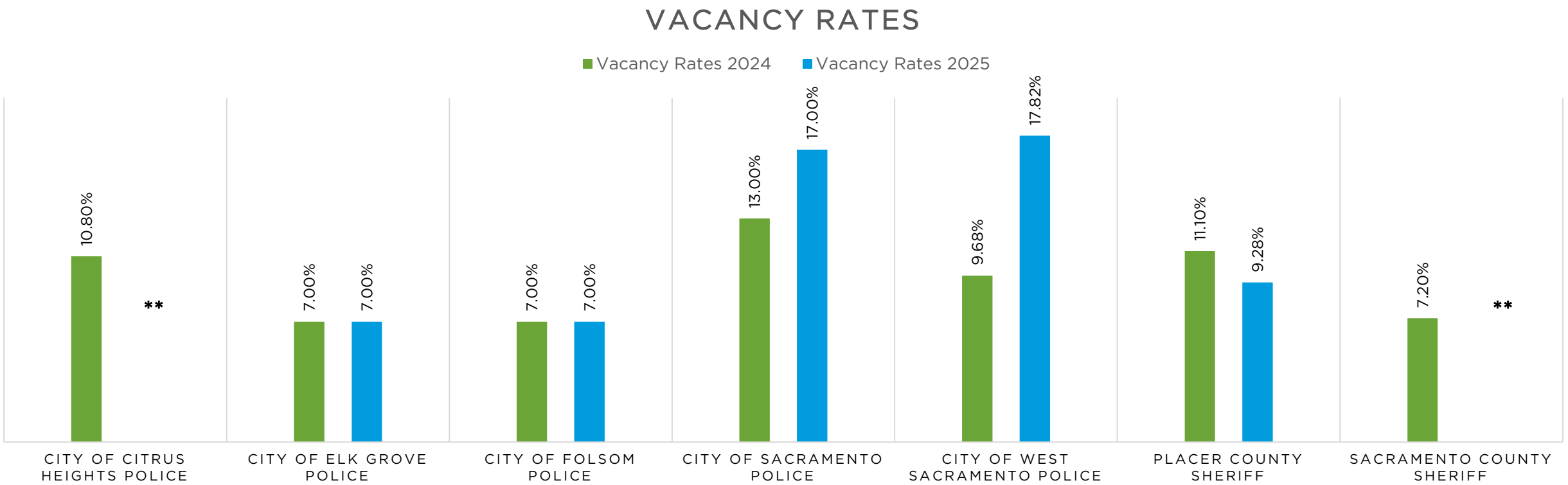




BENEFITS OF THE CURRENT SERVICE MODEL

Flexibility & Scalability

- Staffing services are adjusted annually through the Service Plan
- City can increase/decrease service levels bason on budget availability and community needs
- Current staff levels at RCPD reflect a functional zero vacancy rate



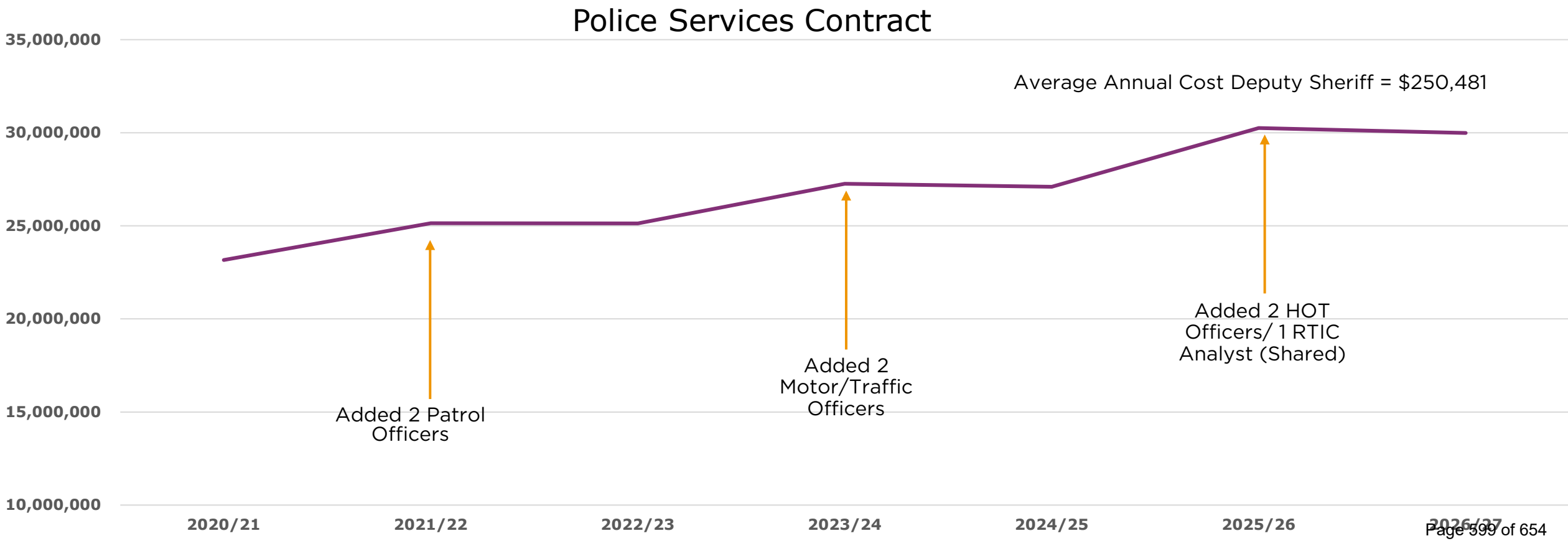
*Vacancy Rate data pulled from Staff Reports for AB 2561 Compliance

** City of Citrus Heights & Sacramento County Sheriff have not posted their AB 2561 reports for 2025 as of 6.3.26

BENEFITS OF THE CURRENT SERVICE MODEL

Financial Predictability

City pays actual costs of services
Shared County infrastructure of administrative services (HR, Training, Facilities, Fleet, Equipment)
Annual Service Plan Process
Reduction of complex labor management, risk/liability exposure for the City



BENEFITS OF THE CURRENT SERVICE MODEL

Access to Regional Resources & Expertise

Immediate Access to Specialized Units

Ability to scale resources during emergencies or major incidents

Specialized Tools/Resources/Teams

Specialized Tools	Investigative Teams	Fleet Management	Technology
• SWAT • Explosive Ordinance Detail • Full-Time K9 Unit • Drone Team • Air Operations - Helicopter & Fixed Wing (Surveillance/Transport)	• Internal Affairs • Homicide • Sex-Assualts • High-Tech/Internet Crimes Against Children • SAFE Team (Sex Offender Management/Registration)	• Vehicle Builds • Vehicle Service/Maintenance • In Car Radio – In Car Computer (Installation & Maintenance)	• In-Car Camera & Body Worn Camera (Management of Data) • Records Management (Crime Reports) • Records Database (Criminal) • Vendor Management for Technology • Report Writing Program

BEYOND ENFORCEMENT: RANCHO CORDOVA'S EXPECTATIONS OF RCPD

Managed by the City through Oversight of the Contract

- Overall High Performance
- Proactive Public Safety (Patrol)
- Continuity Consistency of Service Delivery through personnel changes
- Innovation and Pilot Program Leadership
- Data-Driven Performance Management
- Strong Community Engagement and Visibility
- Responsive Communication and Follow-Through with the Community

The City is responsible for establishing, monitoring, and enforcing service expectations under the contract. Effective contract management ensures RCPD services align with the Rancho Cordova's priorities and community expectations.



RECOMMENDATION

- By Resolution authorize the City Manager to execute Contract No. 2026-83 with Sacramento County for Law Enforcement Services from July 1, 2026 through June 30, 2031.

MEMORANDUM

ITEM 12.3.

DATE: June 15, 2026

TO: Honorable Mayor and Council Members

FROM: Amanda Norton, Economic Development Director

SUBJECT: **RANCHO CORDOVA TOURISM BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN**

RECOMMENDATION

Receive public testimony on the modification to the Rancho Cordova Tourism Business Improvement District (RCTBID).

RESULT OF RECOMMENDED ACTION

Receiving public testimony will result in a public hearing on July 6, 2026 on the modification of the RCTBID.

BACKGROUND

The Rancho Cordova Tourism Business Improvement District (RCTBID) is a benefit assessment district proposed to continue a revenue source to help fund marketing and sales promotions and destination development programs for assessed Rancho Cordova lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed businesses.

The Property and Business Improvement District Law of 1994, Streets and Highways Code §36600 et seq., allows for the Owners' Association to request that the city modify the Management District Plan (Plan). As the RCTBID Owners' Association, Rancho Cordova Travel and Tourism Corporation (RCTTC) provided a written request to the City Council to modify the RCTBID Plan. This written request was submitted on February 17, 2026. The proposed modification of the RCTBID Plan will include modifying the boundaries of the RCTBID to establish two benefit zones and increasing the assessment rate within DOVA Zone from four and one-half of one percent (4.5%) to six percent (6%). The modified RCTBID will continue to include all lodging businesses with two (2) rooms or more located within the boundaries of the City of Rancho Cordova.

To continue the modification process, the City Council adopted a Resolution of Intention to Modify the RCTBID on May 18, 2026. Pursuant to that action, a public meeting is now being held to allow for public testimony on the proposed modification, prior to the public hearing.

Tourism Business Improvement Districts

Tourism Business Improvement Districts (TBIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow assessed business owners to organize their efforts to increase tourism. Business owners within the TBID fund the TBID, and those funds are used to provide services that are desired by and benefit the assessed businesses within the TBID.

TBID benefits:

- Funds cannot be diverted for other government programs;
- They are customized to fit the needs of each destination;
- They allow for a wide range of services; including: destination marketing, tourism promotion, and sales lead generation;
- They are designed, created and governed by those who will pay the assessment; and
- They provide a stable funding source for tourism promotion.

In California, TBIDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. The key difference between TBIDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the TBID.

RCTBID MODIFICATION PROCESS

May 18, 2026	Adopt Resolution of Intention to Modify **(COMPLETED)** Upon the submission of a written request from the Owners' Association of the RCTBID, the City Council (Council) may initiate proceedings to modify the RCTBID by the adoption of a resolution expressing its intention to modify the RCTBID.
No later than May 22, 2026	NOTICE **(COMPLETED)** The 94 Law requires the City to mail written notice to the owners of all businesses proposed to be assessed within the RCTBID. Mailing the notice begins a mandatory forty-five (45) day period in which assessed business owners may protest RCTBID modification.
June 15, 2026	PUBLIC MEETING

	Allow public testimony on the modification of the RCTBID and levy of assessments. No Council action required.
July 6, 2026	FINAL PUBLIC HEARING If written protests are received from the owners of businesses in the modified RCTBID which will pay fifty percent (50%) or more of the assessments proposed to be levied, and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council. If the Council, following the public hearing, decides to establish the modified RCTBID, the Council shall adopt a resolution of modification.

FISCAL IMPACT AND FUNDING SOURCE

None immediately. The city will continue to receive a fee of two percent (2%) of the amount collected to cover its costs of administration. Because the RCTBID programs are intended to increase visitation to the city, there may be an increase in transient occupancy tax and sales tax collections.

ATTACHMENT(S)

1. Presentation
2. Resolution No. 69-2026
3. RCTBID Management District Plan

Public Meeting to Modify the Rancho Cordova Tourism Business Improvement District

June 15, 2026

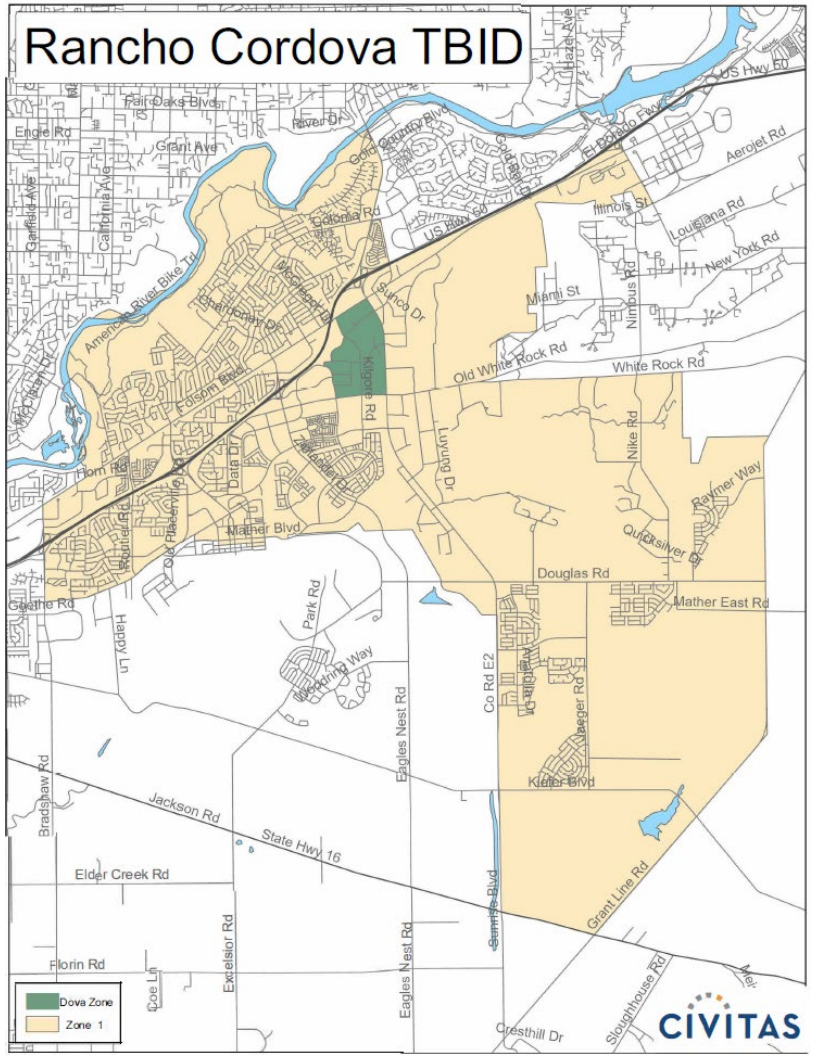
RANCHO CORDOVA CALIFORNIA

Rancho Cordova Tourism Business Improvement District (RCTBID)

The Rancho Cordova Tourism Business Improvement District (RCTBID) is a benefit assessment district proposed to continue a revenue source to help fund marketing and sales promotions and destination development programs for assessed Rancho Cordova lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed businesses.

- The RCTBID was established on December 6, 2010
- On April 19, 2021, the Management District Plan was renewed, thereby renewing the RCTIB for an additional 10 years

Proposed Rancho Cordova Tourism Business Improvement District (RCTBID) Modifications



Zone	Assessment Rate
DOVA Zone	6.0%
Zone 1	4.5%

Rancho Cordova Tourism Business Improvement District (RCTBID) Modification Process

RCTBID Modification Process	
May 18, 2026	RESOLUTION OF INTENTION Upon the submission of a written request from the Owners' Association of the RCTBID, the City Council (Council) may initiate proceedings to modify the RCTBID by the adoption of a resolution expressing its intention to modify the RCTBID.
No later than May 22, 2026	NOTICE The 94 Law requires the City to mail written notice to the owners of all businesses proposed to be assessed within the RCTBID. Mailing the notice begins a mandatory forty-five (45) day period in which assessed business owners may protest RCTBID modification.
June 15, 2026	PUBLIC MEETING Allow public testimony on the modification of the RCTBID and levy of assessments. No Council action required.
July 6, 2026	FINAL PUBLIC HEARING If written protests are received from the owners of businesses in the modified RCTBID which will pay fifty percent (50%) or more of the assessments proposed to be levied, and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

Next Steps in the RCTBID Process

Receive public testimony of the proposed modifications to the RCTBID

- No Council action is required at this meeting

The proposed modifications would:

- Establish two benefit zones: Zone 1 and the DOVA Zone
- Set assessment rates of 4.5% for Zone 1 and 6.0% for the DOVA Zone

The next steps include:

- A final public hearing (July 6, 2026)
- Allow for public testimony and the required business-owner protest period
- Final action would occur only after the public hearing process is complete

THANK YOU

CITY OF RANCHO CORDOVA

RESOLUTION NO. 69-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO MODIFY THE RANCHO CORDOVA TOURISM BUSINESS IMPROVEMENT DISTRICT, FIXING THE TIME AND PLACE OF A PUBLIC HEARING THEREON, AND GIVING NOTICE THEREOF

WHEREAS, the City of Rancho Cordova (City) created the Rancho Cordova Tourism Business Improvement District (RCTBID) on December 6, 2010, by Resolution No. 136-2010; and

WHEREAS, on April 19, 2021, the City Council subsequently adopted Resolution No. 44-2021 adopting the Management District Plan (Plan) and renewing the RCTBID for an additional ten (10) year term; and

WHEREAS, the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et seq.) authorizes cities to modify the Plan at the request of the Owners' Association; and

WHEREAS, the RCTBID Owners' Association, Rancho Cordova Travel and Tourism Corporation (RCTTC), has requested modification of the Plan.

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

1. The recitals set forth herein are true and correct.

2. The City Council declares its intention to modify the RCTBID Plan.

3. The proposed modifications of the RCTBID Plan will include implementing updates to modernize the Plan, modifying the boundaries of the RCTBID to establish two benefit zones and increasing the assessment rate within DOVA Zone from four and one-half of one percent (4.5%) to six percent (6%), as described below.

a. The boundaries of the RCTBID shall be modified to establish two benefit zones, as shown on the map attached hereto and incorporated herein by reference.

b. The current annual assessment rate levied on all lodging businesses with two (2) rooms or more within the RCTBID is four and one-half of one percent (4.5%) of gross room rental revenue. The modified annual assessment rate for lodging businesses with two (2) rooms or more located within DOVA Zone shall be increased from four and one-half of one percent (4.5%) to six percent (6%) of gross room rental revenue, as shown in the table below:

Zone	Assessment Rate
DOVA Zone	6.0%
Zone 1	4.5%

4. The time and place for a public meeting for comments on the modification of the RCTBID Plan are set for June 15, 2026, at 5:30 PM, or as soon as possible thereafter as the matter may be heard, at Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

5. The time and place for a public hearing on modification of the RCTBID Plan is set for July 6, 2026, at 5:30 PM or as soon thereafter as the matter may be heard at Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

6. At the public meeting and hearing, the testimony of all interested persons for or against the modification of the RCTBID may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the lodging businesses within the modified RCTBID that will pay fifty percent (50%) or more of the estimated total assessment of the entire RCTBID, no further proceedings to modify the RCTBID shall occur for a period of one (1) year.

7. This Resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th Day of May 2026 by the following vote:

AYES: Budge, Little, Pulipati, Sander and Gatewood

NOES: None

ABSENT: None

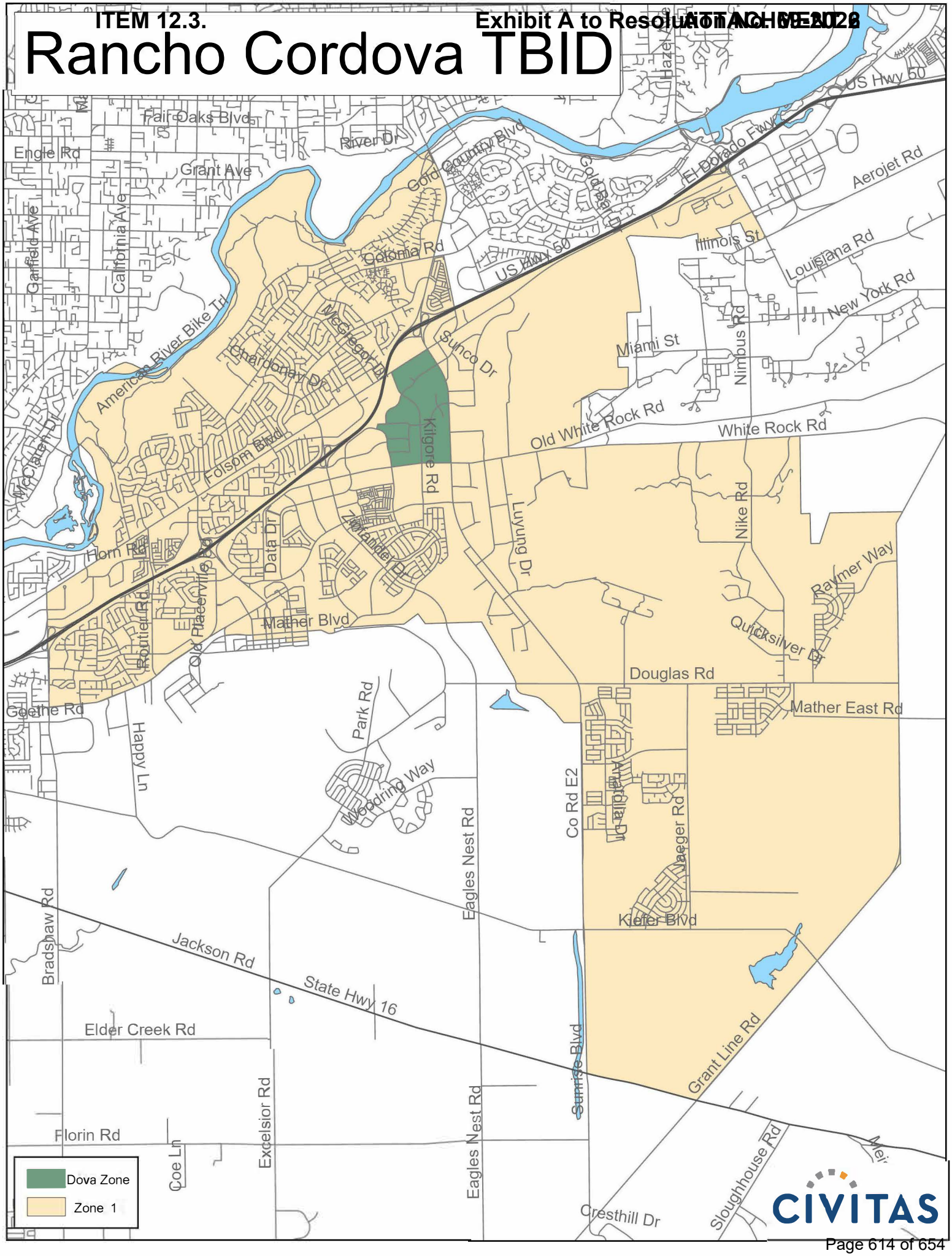
ABSTAIN: None

ATTEST:

Stacy Leitner, CMC
City Clerk

Garrett Gatewood, Mayor

Rancho Cordova TBID



2021-2031



RANCHO CORDOVA TOURISM BUSINESS IMPROVEMENT DISTRICT

MANAGEMENT DISTRICT PLAN

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

May 12, 2026

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Prepared
by Civitas

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VISIT
RANCHO
CORDOVA
CALIFORNIA

I. OVERVIEW

Developed by Rancho Cordova Travel & Tourism Corporation (RCTTC) and Rancho Cordova hoteliers, the Rancho Cordova Tourism Business Improvement District (RCTBID) is an assessment district proposed to provide specific benefits to payors by funding marketing, sales promotion efforts, and destination development for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors.

This Management District Plan, as modified in 2026, reflects updates to the structure, assessment methodology, and programmatic elements of the RCTBID, including the establishment of benefit zones to reflect differing levels and types of benefit expected to be received by assessed lodging businesses.

Dova Zone is intended to accommodate concentrated visitor-serving, hospitality, entertainment, event, and related destination development anticipated to generate overnight visitation and room-night demand.

Location: The RCTBID includes all Lodging Businesses with two (2) rooms or more located within the boundaries of the City of Rancho Cordova, as shown on the map in Section IV. The RCTBID includes two benefit zones; assessments, services, and expenditures shall be administered in a manner consistent with the benefits anticipated to be conferred within each benefit zone.

Services: RCTBID is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Marketing and sales promotions and destination development programs will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales. For Dova Zone, such destination development programs may include visitor-serving capital improvements, public realm improvements, event and entertainment infrastructure, transportation and mobility improvements, programming, marketing, and related facilities, uses, and activities intended to support overnight visitation and lodging demand.

Budget: The total RCTBID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately $2,464,000. This amount may fluctuate as room sales do, as businesses open and close, and if the assessment rate is increased pursuant to this Plan. At the time of this modification, this budget reflects assessments generated from existing Lodging Businesses and does not include revenues attributable to Dova Zone, for which assessments will commence upon the operation of Lodging Businesses within Dova Zone.

Cost: The annual assessment rate is a percentage of gross room rental revenue, varied by benefit zone. The initial annual assessment rate for each benefit zone is shown in the table below.

Zone	Assessment Rate
Dova Zone	6.0%
Zone 1	4.5%

At the City of Rancho Cordova City Council's discretion, assessments collected may be used to repay a capital infrastructure bond if the City Council chooses to issue bonds. Until and unless bonds are issued, any funds collected by the RCTBID will be used towards the services outlined in this Plan. The assessment levied pursuant to this Plan will also not be collected on stays pursuant to contracts executed prior to July 1, 2021. Stays pursuant to contracts executed between September 1, 2013 and June 30, 2021 shall instead be subject to assessment at the rate of $1.50 per paid occupied room per night. During the ten (10) year term, the assessment rate may be increased annually by the RCTBID Owners' Association by a maximum of one percent (1%) of gross room rental revenue per year, as described in Section IV. The total assessment rate may not exceed ten percent (10%) in any zone.

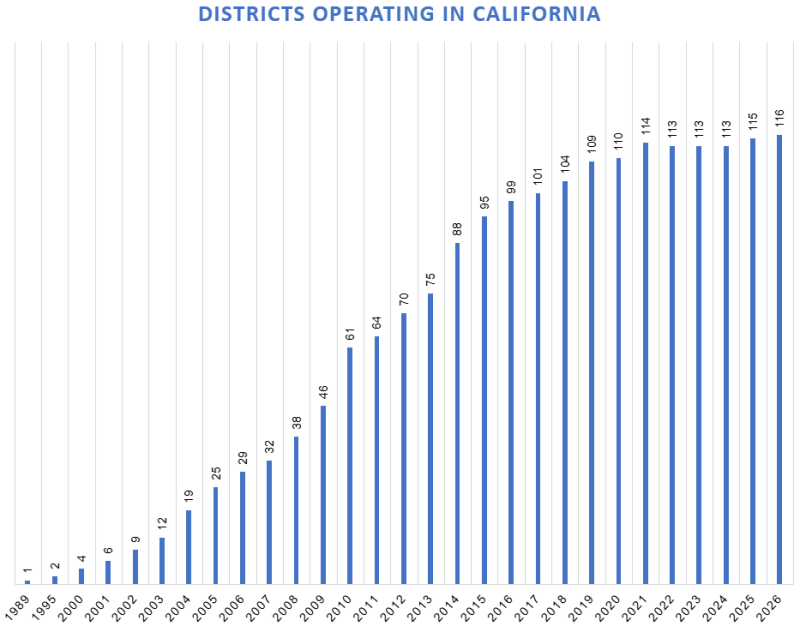
Collection: The City of Rancho Cordova (City) will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each assessed Lodging business located in the boundaries of the RCTBID. The City shall take all reasonable efforts to collect the assessments from each Lodging Business.

Duration: RCTBID will have a ten (10) year life, beginning July 1, 2021 through June 30, 2031. Once per year, beginning on the anniversary of RCTBID renewal, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on RCTBID termination. This provision shall be read together with the governance provisions applicable to Dova Zone pursuant to Section VI.

Management: Rancho Cordova Travel and Tourism Corporation (RCTTC) will continue to serve as the RCTBID Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the City Council. This provision shall be read together with the governance provisions applicable to Dova Zone pursuant to Section VI.

II. BACKGROUND

TBIDs are an evolution of the traditional Business Improvement District. The first TBID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TBID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TBID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TBIDs without a state law.



California's TBIDs collectively raise over $300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Rancho Cordova Lodging Businesses continue to invest in stable, lodging-specific marketing programs.

TBIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TBIDs allow lodging business owners to organize their efforts to increase demand for room night sales. Lodging business owners within the TBID pay an assessment and those funds are used to provide services that increase demand for room night sales.

In California, most TBIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TBIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TBIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

III. RANCHO CORDOVA TRAVEL & TOURISM CORPORATION ACCOMPLISHMENTS

Established in 2010, but formally organized in 2011, the Rancho Cordova Tourism Business Improvement District (RCTBID) set out to increase the number of district visitors, improve the brand of the destination and increase market share for the hotels in Rancho Cordova. Through robust marketing, business development, brand positioning and consistent relationship management, the Visit Rancho Cordova brand, managed by Rancho Cordova Travel & Tourism Corporation (RCTTC) has accomplished these goals and continues to serve as an asset to the Rancho Cordova community. Since the formation of RCTBID in 2011 through year- end 2019, Occupancy rate increased 49.2%, Average Daily Rate (ADR) increased by 44.1%, and RevPAR increased by 77.6%. Over this same timeframe, nationally the Occupancy rate increased 15.1%. At the time of the 2026 modification of this Plan, occupancy has trended close to national averages with a slight decrease to 61.1%, while ADR has continued to climb, resulting in flat RevPAR for hotels. (Source: Statista).

Mission:
To drive sustainable tourism in Rancho Cordova that increases economic impact, supports local hotels and businesses, and enhances the quality of life for residents and visitors alike.

Vision:
To put Rancho Cordova on the map as a must-visit hidden gem destination.

Values:
Ambassadors of Community, Collaboration-Fueled, Inclusive at the Core, Always Trustworthy, Possibility-Minded, Unapologetically Joyful.

Brand Promise:
Stunning landscapes, cultural richness, and quirky experiences make Rancho Cordova one-of-a-kind.

Visitor Promise:
In Rancho Cordova, every traveler belongs and there is something for everyone.

Marketing Impact:

- Website impact of 1.4 million sessions, 1.9 million views, and engagement rate of 32.7% since January 1, 2019; influencing, from July-December 2025, over $1,318,321.25 in visitor spending.
- Social media impact of 37,000+ followers across all channels, including a reach of 888,000 on Meta platforms since January 2023 and 1.7 million views on Instagram collaboration posts from 2024-2025.
- Paid commercial CTV advertisement impact surpassing 174,229 total plays since November 2025.
- Ongoing direct booking campaigns with Expedia, resulting in over 2,048,466 impressions, 1,845 hotel nights, and $247,514 in bookings from 2024-2025.
- Leisure media and PR impact resulting in a printed distribution of more than 1.5 million and more than a digital distribution of 1.8 million from 2024-2025.
- Promotional impact of over 30,000 items distributed to assessed hotels, residents, travelers, and Sacramento International Airport from 2024-2025.
- UGC (User Generated Content) online photo galleries garnered 196,700 views since January 1, 2025.
- Virtual tour impact of 2,794,838 Google views and 876,887 clicks via Threshold 360 since January 1, 2023.

Sales & Business Development Impact:

- Since 2022, we have hosted 40 meeting and event planners from 11 states across the U.S. and Mexico for Meeting Planner Familiarization Trips
- Since 2022, we have hosted 5 partner Destination Analysis immersions
- Since 2022, we have conducted over 700 tradeshow appointments
- In 2025 generated 195 leads consisting of 76,785 room nights and $51,083,905.38 in potential economic impact and support 14,064 jobs

RCTTC staff volunteered on the following boards and committees:

- California Capital Airshow
- Rancho Cordova Area Chamber of Commerce
- California Travel Association
- Meeting Professionals International Sacramento Sierra Nevada Chapter
- Associations West ELEVATE Steak Committee
- Associations West Capital Regional Counsel
- Gold Country Visitors Association
- Destinations International
- Cordova Recreation & Parks Foundation
- U.S. Travel
- Visit California CEO Committee
- Associations West Membership Advisory Group
- Associations West ELEVATE Sizzle Committee
- OneWest Disaster Recovery Committee
- OneWest Event Committee
- Leadership Rancho Cordova
- STAR Communities
- RCPD Citizen's Academy
- Sacramento Metro Fire

Industry Recognition and Organization Awards and Certificates:

- Marc Sapoznik Class X Leadership Rancho Cordova graduate 2015
- Marc Sapoznik awarded CHIA (Certification in Hotel Industry Analytics) 2023
- Dawn Hall inducted into Chamber of Commerce Hall of Fame 2023
- Maggie Thyken Huss Class XVII Leadership Rancho Cordova graduate 2024
- Kristen Achziger Class XVIII Leadership Rancho Cordova graduate 2025
- Dawn Hall Class XVIII Leadership Rancho Cordova honorary graduate 2025
- Aubrey Hall awarded PDM (Professional in Destination Management) Certification 2023
- Kristen Achziger awarded PDM (Professional in Destination Management) Certification 2023
- Maggie Thyken Huss awarded PDM (Professional in Destination Management) Certification 2025
- HSMAI International Marketing Campaign Award – Silver 2020
- Smart Women in Meetings Rising Star Award 2022 – Maggie Thyken Huss
- CalTravel Association 30 and Under Emerging Leader Award 2023 – Aubrey Hall
- Community Partner Award 2024 – Sacramento Telangana Association
- Associations West Emerging Professional Rising Star Industry Professional of the Year 2026 – Maggie Thyken Huss

Event Sponsorships

- Barrel District Events
- CA Capital Film Office
- California Capital Airshow
- Cordova Community Council Events
- Leadership Rancho Cordova
- Hangtown Motocross Classic
- Intercollegiate Rowing Association Championships
- Paddle Splash Water Festival
- Rancho Cordova In Action Day of Service
- Rio Strada Racing
- Sac State Athletics
- California Mermaid Convention
- Sac State Aquatic Center
- Soil Born Farms
- Community Food Hub
- American River Parkway Foundation
- Sacramento State Athletics
- Golden West Track & Field
- The Picklr
- Sacramento Children's Museum
- Sacramento Pride Festival
- The MACC
- Police Activities League Christmas Toy Drive

Memberships & Partnerships

- Rancho Cordova Chamber
- Cordova Community Council
- California Black Chamber
- Hispanic Chamber
- Sacramento Rainbow Chamber
- Visit Sacramento
- Sacramento LGBT Center
- Sac Metro Chamber
- Visit California
- STR (Smith Travel Research)
- US Travel Association
- Cal Travel Association
- Sports Events & Tourism Association (Sports ETA)
- Gold Country Visitors Association
- CalSAE
- American River Parkway Foundation
- Destinations International
- HelmsBriscoe
- HPN Global

- MPI SSN & NCC Chapters
- Civitas
- One West Tourism Alliance
- California Hotel & Lodging Association
- PCMA
- SITE
- ASAE
- SGMP
- California DMO Alliance
- California Sports Alliance
- Sac State Athletics
- CA Capital Film Office
- Sac State Aquatic Center
- The Picklr
- The MACC
- Visit California Meetings
- Visit California LA28
- American River Parkway Foundation
- Regional collaborations for sports shows with Visit Sacramento, Explore Elk Grove, Visit Stockton and Visit Bakersfield

Tradeshows and Conferences:

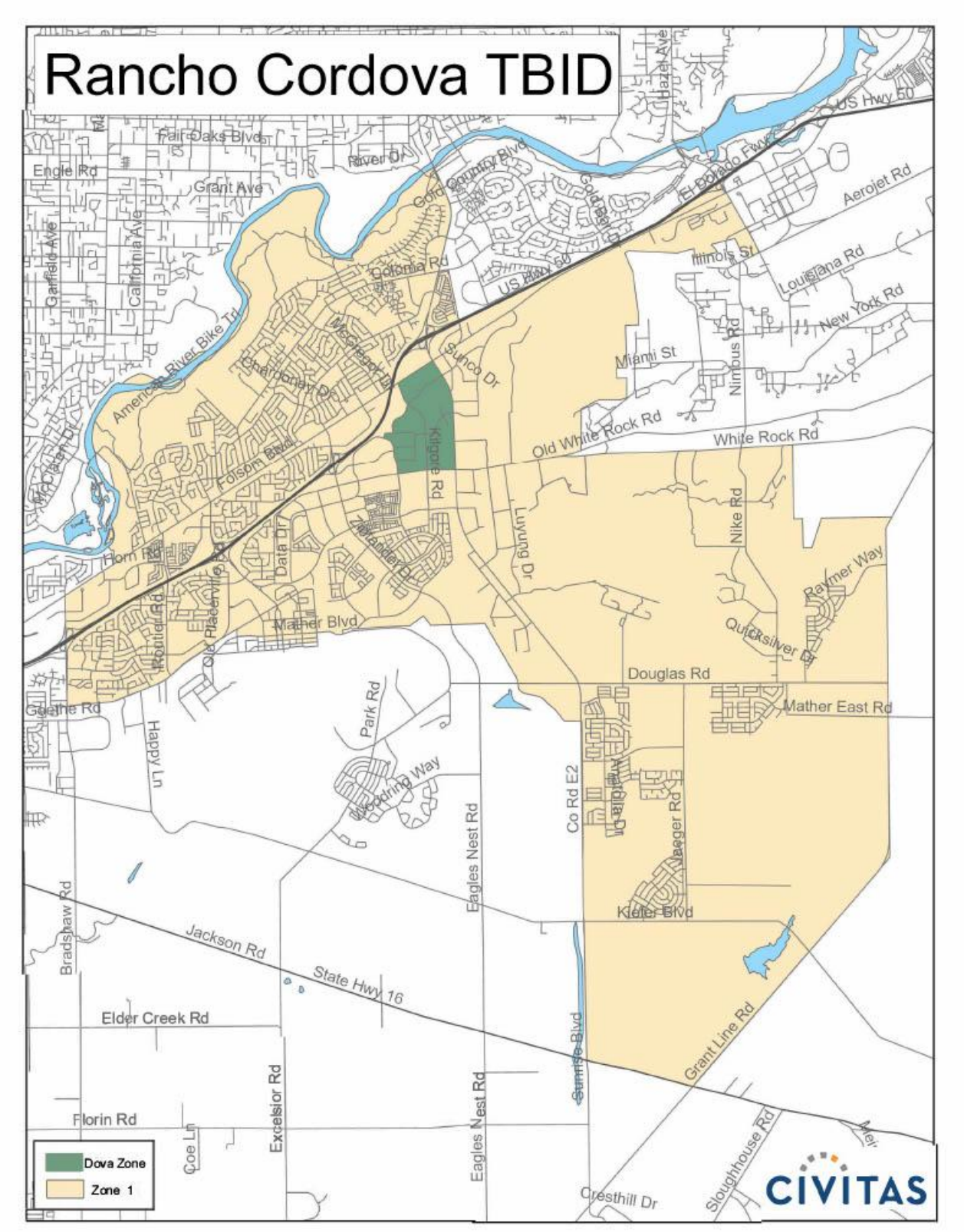
- Associations West Seasonal Spectacular
- Associations West ELEVATE Annual Conference
- Northstar Small & Boutique Meetings
- TEAMS Annual Conference + Expo
- All Things Meetings Tradeshow and Reception
- Northstar Destination California
- HPN Annual Partner Conference
- ASAE Annual Meeting
- IPW
- Northstar IPEC
- SITE SoCal Holiday Event
- HelmsBriscoe Annual Business Conference
- CA Cup Golf Invitational
- Destinations International Convention Sales & Services Summit
- Connect Spring Marketplace
- MPI Northern California Chapter ACE
- PCMA Convening Leaders
- Smart Meetings National Extraordinary Experience
- Connect Marketplace (main convention)
- Destinations International Annual Convention
- Visit California Outlook Forum
- Cal Travel Sumit
- MPI World Education Congress
- IMEX
- Smart Meetings Smart Woman Summit
- CVENT Connect

IV. BOUNDARY

The RCTBID will include all Lodging Businesses existing and in the future that have two (2) rooms or more, available for public occupancy within the boundaries of the City of Rancho Cordova. The RCTBID is divided into two (2) benefit zones based on the benefits conferred on Lodging Businesses within each zone. Lodging Businesses in Dova Zone are assessed at a higher rate due to their location within Dova Zone and the greater benefit they are expected to receive from RCTBID funded services. Dova Zone is intended to include concentrated visitor-serving and destination-generating development, including future lodging, hospitality, entertainment, event, meeting, sports, mobility, and related improvements, all of which are expected to materially enhance overnight visitation and lodging demand. Any future Lodging Businesses located within Dova Zone, whether or not affiliated with any existing Dova Zone development, shall be subject to the Dova Zone assessment structure and governance provisions set forth in this Plan.

"Lodging Business" means: any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof.

The boundary, as shown in the map below, currently includes seventeen (17) Lodging Businesses. A complete listing of Lodging Businesses within the RCTBID can be found in Appendix 2.

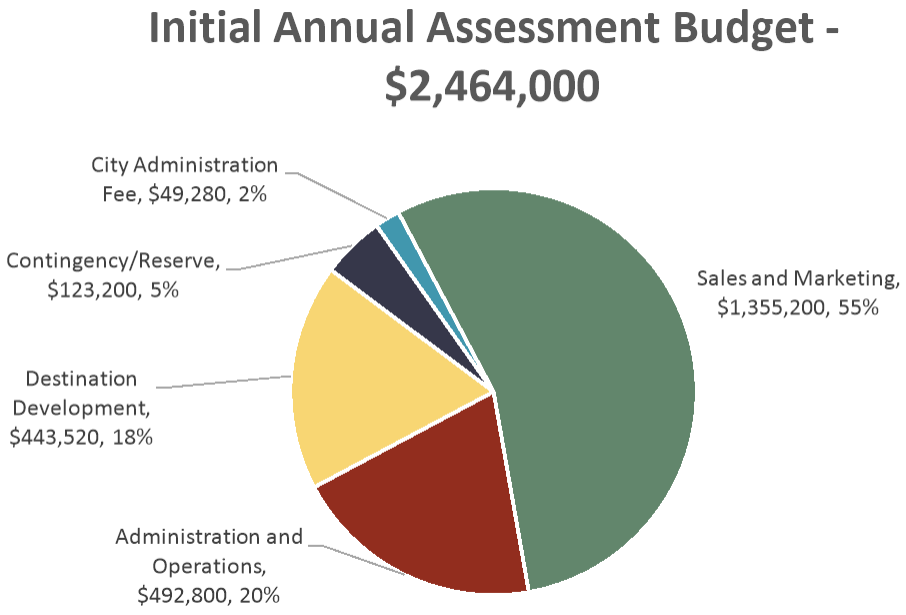

Rancho Cordova TBID
Fair Oaks Blvd
River Dr
Engle Rd
Grant Ave
Garfield Ave
California Ave
Gold Country Blvd
Hazel Ave
US Hwy 50
El Dorado Fwy
Aerojet Rd
Folsom Blvd
Coloma Rd
Illinois St
Louisiana Rd
New York Rd
Nimbus Rd
Miami St
American River Bike Trl
Chardonnay Dr
Sunco Dr
Kilgore Rd
Old White Rock Rd
White Rock Rd
Luyung Dr
Nike Rd
Raymer Way
Quicksilver Dr
Data Dr
Alexander Dr
Mather Blvd
Douglas Rd
Mather East Rd
Goethe Rd
Park Rd
Happy Ln
Eagles Nest Rd
Co Rd E2
Jaeger Rd
Kiefer Blvd
Bradshaw Rd
Jackson Rd
State Hwy 16
Elder Creek Rd
Grant Line Rd
Florin Rd
Excelsior Rd
Coe Ln
Sunrise Blvd
Sloughhouse Rd
Cresthill Dr
Dova Zone
Zone 1
CIVITAS

V. BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to assessed Lodging Businesses, that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the RCTBID funds are sales and marketing promotions and destination development programs available only to assessed Lodging Businesses. Funds attributable to each benefit zone shall be administered in a manner consistent with the specific benefits to be conferred on assessed Lodging Businesses within that benefit zone.

A service plan assessment budget has been developed to deliver services that benefit the assessed Lodging Businesses. A detailed annual assessment budget will be developed and approved by RCTTC. The table below illustrates the initial annual assessment budget allocations. The total initial assessment budget is $2,464,000. Assessments for Dova Zone are not reflected in the initial assessment budget because there are currently no operating businesses within the Zone.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the City and the RCTTC board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year; provided, however, that any exercise of such authority by RCTTC with respect to Dova Zone funds shall be subject to the Dova Zone governance provisions of this Plan. Dova Zone funds shall not be commingled with Zone 1 funds. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the RCTBID, any and all assessment funds may be used for the costs of defending the RCTBID.

Each budget category includes all costs related to providing that service. For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by the RCTTC on an as- needed basis.

Sales and Marketing

A sales and marketing program will promote assessed–Lodging Businesses as tourist, meeting, and event destinations. The sales and marketing program will have a central theme of promoting Rancho Cordova as a desirable place for overnight visits. The program will have the goal of increasing demand for overnight visitation and room night sales at assessed Lodging Businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive demand for overnight visitation and room sales to assessed Lodging Businesses;
- Print ads in magazines and newspapers, television ads, and radio ads targeted at potential visitors to drive demand for overnight visitation and room sales to assessed Lodging Businesses;
- Attendance of trade shows to promote assessed Lodging Businesses;
- Sales blitzes for assessed Lodging Businesses;
- Familiarization tours of assessed Lodging Businesses;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps featuring assessed Lodging Businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed-Lodging Businesses;
- Lead generation activities designed to attract tourists and group events to assessed Lodging Businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed Lodging Businesses;
- Development and maintenance of a website designed to promote assessed Lodging Businesses;
- Coordination of press pitching, curated media trips, and influencer opportunities to drive visitation to assessed Lodging Businesses;
- Development of social media, video, and photography content to promote assessed Lodging Businesses; and
- Strategic development and maintenance of e-newsletters for leisure, meeting, and advocacy audiences to drive visitation to assessed Lodging Businesses.

Destination Development

Destination Development ("DD") shall be administered separately for Dova Zone and Zone 1 in a manner consistent with the benefit zone structure and governance provisions set forth in this Plan. DD funded from Zone 1 or other non-Dova Zone revenues will be eighteen percent (18%) of the applicable annual budget, unless otherwise adjusted in accordance with this Plan. As the total number of rooms sold and room prices increase over time, the amount of available funds for projects is anticipated to increase. With respect to DD projects funded from Zone 1 or other non-Dova Zone revenues, RCTTC, working collaboratively with the City Manager, shall develop specific DD funding criteria. The City and RCTTC may provide input regarding such projects, and any public works project contract shall be awarded in accordance with Public Contract Code and Municipal Code requirements.

Notwithstanding the foregoing, DD projects, improvements, activities, programs, and related expenditures funded in whole or in part from Dova Zone revenues shall be governed in accordance with the Dova Zone governance provisions of this Plan. With respect to Dova Zone funds, the Dova Zone Special Committee shall establish project criteria, priorities, and approvals for Dova Zone improvements, activities, programs, and related expenditures funded from Dova Zone ~~1~~ revenues. RCTTC shall have a role limited to administration, implementation, and compliance with this Plan and applicable law, and shall not have discretion to approve, deny, reallocate, or reprioritize Dova Zone projects, activities, programs, or expenditures except as directed by the Dova Zone Special Committee or as required for compliance with applicable law. These DD projects may include:

- Comprehensive and integrated wayfinding signage system including signage to parking decks and lots;
- Transportation programs connecting hotels with downtown and other attractions, to increase room night sales at assessed Lodging Businesses;
- Art and cultural projects, to attract overnight visitors;
- Gateway enhancements, to attract overnight visitors;
- Enhancements to environmental experiences which attract overnight visitors, and shall expose visitors to the value of the vital ecosystems;
- Improvements to existing parks and sports facilities utilized by overnight visitors;
- Safe and fun entertainment complex for young teens and adults utilized by overnight visitors;
- Live music venue which attracts overnight visitors;
- Infrastructure improvements that enhance Destination competitive position to attract desirable special events year around and attract overnight visitors;
- Public gathering and festival spaces;
- Convention, meeting, and conference facilities;
- Youth and amateur sports facilities and complexes;
- Mobility, circulation, and transportation improvements, including innovative transportation systems intended to improve access to visitor-serving destinations;
- Structured parking, utilities, security, lighting, wayfinding, public realm, and related visitor-serving infrastructure; and
- Other facilities and improvements designed to support tourism, events, entertainment, and overnight visitation.

Dova Zone Use of Funds

Dova Zone funds shall be used for any improvements, activities, and programs permitted under this Plan and applicable law, including, without limitation, capital improvements, destination development, and other visitor-serving uses, in each case designed to drive overnight visitation to assessed Lodging Businesses. Funds raised within the Dova Zone are authorized for disbursement and/or allocation if approved by the Dova Zone Special Committee. Dova Zone expenditures may fund, but are not limited to, the following: financing, bonding, or other funding mechanisms associated with the development, construction, or operation of arena or stadium facilities, meeting and conference spaces, youth sports facilities, and ancillary visitation infrastructure situated within the Dova Zone and benefitting assessed Lodging Businesses. Dova Zone funds shall be separately accounted for. Permitted Dova Zone uses may include, without limitation, visitor-serving capital improvements, destination development improvements, and related infrastructure designed to drive overnight visitation to assessed Lodging Businesses within Dova Zone, including event venues, public plazas and festival areas, convention and meeting facilities, youth and amateur sports facilities, transportation and mobility improvements, parking, utilities, lighting, security, signage, wayfinding, public realm improvements, programming, marketing, operations, and related visitor-serving facilities, improvements, and activities. Dova Zone funds may be used for construction, programming, marketing, operations, financing, and other permitted uses within Dova Zone, including associated debt repayment. An amount equal to five percent (5%) of the revenue derived from the Dova Zone assessment in any year shall be allocated to RCTTC to pay for renewal and benefits received from the RCTTC programming including, but not limited to, sales activities related to the proposed arena.

Administration and Operations

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees. Shared staffing, contracting, administrative services, programs, and other resources may be used for Dova Zone, Zone 1, or both benefit zones, provided that all costs are separately accounted for and charged or allocated on a reasonable basis consistent with the benefits conferred on each benefit zone, including direct charges for costs attributable solely to Dova Zone and incremental shared costs reasonably allocable to Dova Zone based on the direct benefits conferred on Dova Zone.

City Administration Fee

The City of Rancho Cordova shall be paid a fee equal to two percent (2%) of the amount of assessment collected, to cover its costs of collection and administration.

Contingency/Reserve

The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the RCTTC Board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the RCTTC Board. Contingency/reserve funds may be spent on District programs or administrative and renewal costs in such proportions as determined by the RCTTC Board. The reserve fund from both zones shall be used for the costs of renewing the RCTBID. Any contingency or reserve funds attributable to Dova Zone-shall be separately accounted for.

Annual Budget

The total ten (10) year improvement and service plan budget is projected at approximately $2,464,000 annually, and for a total amount of $64,760,489 through 2031 if the maximum assessment rate increases are adopted. This budget is expected to fluctuate as room sales change and if the assessment rate is increased. The initial annual assessment rate is a percentage of gross room rental revenue, varied by benefit zone.

The initial annual assessment rate for Dova Zone is six percent (6%) of gross room rental revenue and for Zone-1 is four and one half of one percent (4.5%) of gross room rental revenue. At the time of the 2026 modification of this Plan, the projected budget does not reflect any adjustment attributable to Dova Zone, as there are currently no operational Lodging Businesses subject to the Dova Zone 1–6% assessment. The absence of currently operating Dova Zone Lodging Businesses shall not limit the future administration, segregation, budgeting, governance, or use of Dova Zone funds once assessments are generated within Dova Zone. Separate Dova Zone budget reporting shall commence upon the first collection of Dova Zone-assessments.

The Owners' Association may increase the assessment rate by a maximum of one percent (1%) per year to a maximum rate of ten percent (10%) for any zone. If the maximum annual assessment increases are adopted by the Owners' Association upon approval from City Council, the annual budget will increase as illustrated in the table below. The assessment rate might not increase starting in 2022, the increases may be implemented in later years at the discretion of the Owners' Association. The table below demonstrates the maximum with the assumption that the rates will be increased in annually from 2022 through 2027 as it is a required disclosure, it is not the anticipated course of action. Alternate courses of action may be taken in regards to implementing the assessment rate increase other than what is demonstrated in the chart below, within the parameters of this Management District Plan. For example, increases may be implemented in years 2028-2031, with the stipulation that each annual increase is no more than one percent (1%) and that the total assessment rate may not exceed ten percent (10%) for any zone.

Tables A and B below reflect the historical budget from 2021 through 2025. Beginning in 2026 as a result of the modification of this Plan, the budget structure has been updated to consolidate Destination Recovery and Crisis Response funding into the Sales and Marketing category, and this revised structure is reflected in Tables C and D on the following pages. Additionally, a three percent (3%) annual increase in the total budget is shown, to account for estimated increased room night sales as a result of RCTBID efforts. This three percent (3%) annual increase is a conservative estimate based on the effects of similarly sized TBID budgets.

Table A
Estimated Annual Budget If Maximum Assessment Rates Are Adopted 2021-2026

Year	Sales & Marketing	Administration	Destination Development	Destination Recovery	Contingency/ Reserve	City Fee	Total
2021-22	$1,158,080	$492,800	$443,520	$197,120	$123,200	$49,280	**$2,464,000**
2022-23	$1,457,868	$620,369	$558,332	$248,148	$155,092	$62,037	**$3,101,846**
2023-24	$1,774,595	$755,147	$679,632	$302,059	$188,787	$75,515	**$3,775,734**
2024-25	$2,109,136	$897,505	$807,754	$359,002	$224,376	$89,750	**$4,487,524**
2025-26	$2,461,993	$1,047,657	$942,891	$419,063	$261,914	$104,766	**$5,238,283**
Total	**$8,961,672**	**$3,813,478**	**$3,432,129**	**$1,525,392**	**$953,369**	**$381,348**	**$19,067,387**

The table below demonstrates the annual improvement and service plan budget with the assumption that the rates will not be increased during years 2021-2026 of the district's ten (10) year term. Additionally, a three percent (3%) annual increase in the total budget is shown to account for estimated increased room night sales as a result of RCTBID efforts.

Table B
Estimated Annual Budget If Maximum Assessment Rates Are Not Adopted 2021-2026

Year	Sales & Marketing	Administration	Destination Development	Destination Recovery	Contingency /Reserve	City Fee	Total
2021-22	$1,158,080	$492,800	$443,520	$197,120	$123,200	$49,280	**$2,464,000**
2022-23	$1,192,822	$507,584	$456,826	$203,034	$126,896	$50,758	**$2,537,920**
2023-24	$1,228,607	$522,812	$470,530	$209,125	$130,703	$52,281	**$2,614,058**
2024-25	$1,265,465	$538,496	$484,646	$215,398	$134,624	$53,850	**$2,692,479**
2025-26	$1,303,429	$554,651	$499,186	$221,860	$138,663	$55,465	**$2,773,254**
Total	**$6,148,403**	**$2,616,343**	**$2,354,708**	**$1,046,537**	**$654,086**	**$261,634**	**$13,081,711**

The following tables reflect the consolidation of the Destination Recovery and Crisis Response category as a result of the 2026 modification of this Plan.

Table C
Estimated Annual Budget If Maximum Assessment Rates Are Adopted 2026-2031

Year	Sales & Marketing	Administration	Destination Development	Contingency/ Reserve	City Fee	Total
2026-27	$3,316,760	$1,206,095	$1,085,485	$301,524	$120,609	**$6,030,473**
2027-28	$5,214,242	$1,896,088	$1,706,479	$474,022	$189,609	**$9,480,441**
2028-29	$5,370,669	$1,952,971	$1,757,674	$488,243	$195,297	**$9,764,854**
2029-30	$5,531,790	$2,011,560	$1,810,404	$502,890	$201,156	**$10,057,800**
2030-31	$5,697,744	$2,071,907	$1,864,716	$517,977	$207,191	**$10,359,534**
Total	**$25,131,205**	**$12,952,098**	**$11,656,888**	**$3,238,024**	**$1,295,210**	**$45,693,102**

The table below demonstrates the annual improvement and service plan budget with the assumption that the rates will not be increased during years 2026-2031 of the district's ten (10) year term. Additionally, a three percent (3%) annual increase in the total budget is shown to account for estimated increased room night sales as a result of RCTBID efforts.

Table D
Estimated Annual Budget If Maximum Assessment Rates Are Not Adopted 2026-2031

Year	Sales & Marketing	Administration	Destination Development	Contingency/ Reserve	City Fee	Total
2026-27	$1,571,048	$571,290	$514,161	$142,823	$57,129	**$2,856,451**
2027-28	$1,618,180	$588,429	$529,586	$147,107	$58,843	**$2,942,145**
2028-29	$1,666,725	$606,082	$545,474	$151,520	$60,608	**$3,030,409**
2029-30	$1,716,727	$624,264	$561,838	$156,066	$62,426	**$3,121,321**
2030-31	$1,768,229	$642,992	$578,693	$160,748	$64,299	**$3,214,961**
Total	**$8,340,909**	**$5,649,400**	**$5,084,460**	**$1,412,350**	**$564,940**	**$15,165,287**

B. California Constitutional Compliance

The RCTBID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the RCTBID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the RCTBID, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services. The assessment imposed by this Plan is a business-based assessment used to provide specific benefits directly to assessed Lodging Businesses.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed Lodging Businesses, and are intended only to provide benefits and services directly to those Lodging Businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the RCTBID. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed Lodging Businesses within the boundaries of the RCTBID, and are narrowly tailored. RCTBID funds will be used-to provide specific benefits directly to the assessees that increase room night demand. Assessment funds shall not be used to feature non-assessed Lodging Businesses in RCTBID programs, or to directly generate sales for non- assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed-Lodging Businesses.

The assessment imposed by this RCTBID is used to provide specific-benefits directly to the payors that are not provided to those not charged. Those specific benefits include increased demand for room night sales for assessed Lodging Businesses. Those specific benefits, including increased demand for room night sales for assessed Lodging Businesses, will be provided only to–Lodging Businesses paying the district assessment, with marketing and sales programs promoting Lodging Businesses paying the RCTBID assessment. The marketing and sales programs will be designed to

[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230
[2] Cal. Const. art XIII C § 1(e)(1)

increase room night sales at each assessed Lodging Business. Because they are necessary to provide the marketing and sales promotions and destination development programs that provide specific benefits to assessed Lodging Businesses, the administration and contingency services are also necessary to provide those specific benefits, including increased demand for room night sales, to assessed Lodging Businesses

Although the RCTBID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the RCTBID are government services within the meaning of Proposition 26.[5] Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

RCTBID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the RCTTC, and reports submitted on an annual basis to the City. Only assessed Lodging Businesses will be featured in marketing materials, receive sales leads generated from RCTBID-funded activities, be featured in advertising campaigns, and benefit from other RCTBID-funded services. Non- assessed Lodging Businesses will not receive these, nor any other, RCTBID-funded services and benefits.

The RCTBID-funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spillover benefit to non-assessed businesses. If non-assessed Lodging Businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non- RCTBID funds. RCTBID funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

C. Assessment

The annual assessment rate is a percentage of gross room rental revenue, varied by benefit zone. The initial annual assessment rate for each zone is shown in the table below.

Zone	Assessment Rate
Dova Zone	6.0%
Zone 1	4.5%

[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

At the City Council's discretion, assessments collected may be used to repay a capital infrastructure bond if Council chooses to issue bonds. Until and unless bonds are issued, any funds collected by the RCTBID will be used towards the services outlined in this Plan. Based on the benefit received, assessments will not be collected on: charges incurred by a person in the performance of official duties as an officer or employee of a local, state or federal government entity, or by government-sponsored corporate charge card. The assessment levied pursuant to this Plan will also not be collected on stays pursuant to contracts executed prior to July 1, 2021. Stays pursuant to contracts executed between September 1, 2013 and June 30, 2021 shall instead be subject to assessment at the rate of $1.50 per paid occupied room per night. During the ten (10) year term, the assessment rate may be increased annually by the Owners' Association by a maximum of one percent (1%) of gross room rental. The total assessment rate may not exceed ten percent (10%) for any zone. Assessments collected from Lodging Businesses within Dova Zone shall constitute Dova Zone funds and shall be separately accounted for in accordance with this Plan. This requirement shall apply to all Lodging Businesses located within Dova Zone, whether or not affiliated with any existing Dova Zone development.

The term "gross room rental revenue" as used herein means: the consideration charged, whether or not received, for the occupancy of space in a Lodging Business valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed Lodging Business. However, the assessed Lodging Business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the RCTBID assessment is identified separately it shall be disclosed as the "RCTBID Assessment." As an alternative, the disclosure may include the amount of the RCTBID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed Lodging Business even if it is passed on to transients. The assessment shall not be considered revenue for any purpose, including calculation of transient occupancy taxes.

Bonds may be issued.

D. Penalties and Interest

The RCTBID shall reimburse the City of Rancho Cordova for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent RCTBID assessment are sought to be recovered in the same collection action by the City, the RCTBID shall bear its pro rata share of such collection costs. Assessed Lodging Businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency*. When an assessment becomes delinquent, any owner who fails to remit any assessment imposed by this Plan within the time required shall pay a penalty of 10 percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. *Continued Delinquency*. Any owner who fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the

amount of the assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.

3. *Fraud.* If the City determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties stated in subsections (1) and (2) of this section.
4. *Interest.* In addition to the penalties imposed, any owner who fails to remit any assessment imposed by this Plan shall pay interest at the rate of one and one-half percent (1.50%) per month or fraction thereof, compounded, on the amount of the assessment, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
5. *Penalties Merged with Assessment.* Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the assessment herein required to be paid.

E. Time and Manner for Collecting Assessments

The RCTBID assessment will be implemented beginning July 1, 2021 and will continue for ten (10) years through June 30, 2031. The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each Lodging Business. The City shall take all reasonable efforts to collect the assessments from each Lodging Business. The City shall forward the assessments collected to the Owners' Association. The City's monthly remittance and reporting shall separately identify collections, penalties, interest, delinquencies, and other amounts attributable to each benefit zone, including Dova Zone. Funds attributable to Dova Zone shall be deposited into the separate Dova Zone account or sub fund maintained pursuant to this Plan.

Concurrent with the remittal of assessment funds to the Owners Association, the City shall also provide monthly reports stating details surrounding businesses that are default on expected payments, as well as the term of their delinquency and any other relevant information for the Owners Association to reasonably determine which assessed Lodging Businesses are in compliance with the RCTBID assessment.

VI. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the RCTBID as defined in Streets and Highways Code §36612. The City Council has determined that Rancho Cordova Travel and Tourism Corporation (RCTTC) will serve as the Owners' Association for the RCTBID.

1. *Dova Zone Special Committee.* Notwithstanding RCTTC's role as the Owners' Association, and unless and until the Dova Zone Lodging Businesses elect an alternative governance structure pursuant to the Future Governance Flexibility provisions below, all Dova Zone funds shall be administered pursuant to this subsection. The Dova Zone Special Committee shall have primary authority over Dova Zone fund governance as provided herein. The Dova Zone Special Committee is required to pay its proportionate fair share of any litigation costs regarding the district and any city collection costs for collecting and enforcing the assessment, identified as no more than 2% in the budget. A Dova Zone Special Committee shall be established consisting of not fewer than three (3) members, all of whom shall be appointed by the assessed Lodging Business within. If the Dova Zone Special Committee consists of three (3) members, at least one (1) member shall also be a current member of the RCTTC Board. If the Dova Zone Special

Committee consists of five (5) members, at least two (2) members shall also be current members of the RCTTC Board. In all cases, appointment authority shall remain solely with the Dova Zone assessed Lodging Businesses. Any such member or members who are also current members of the RCTTC Board shall nevertheless serve on the Dova Zone Special Committee solely by appointment of the Dova Zone assessed Lodging Businesses. The Dova Zone Special Committee may be established and convened earlier with the consent of the City and the Owners' Association and shall be established and convened no later than upon when construction breaks ground of a Lodging Business within Dova Zone. Subject to the general provisions in this plan requiring all district funds be available for legal defense of the district, and renewal. The Dova Zone Special Committee shall have primary authority over the budgeting, prioritization, approval, allocation, commitment, and expenditure of Dova Zone funds, including approval of Dova Zone projects, activities, programs, project criteria, annual budgets, reallocations within Dova Zone, reserves, and the use of Dova Zone funds to support financing or debt for permitted Dova Zone uses. RCTTC shall administer and implement the determinations of the Dova Zone Special Committee and shall not reallocate, encumber, expend, or otherwise commit Dova Zone funds except as directed by the Dova Zone Special Committee, subject only to compliance with applicable law, public contracting requirements, financing requirements, bond covenants, and related ministerial or compliance obligations. No action of the RCTTC Board shall be required to approve, ratify, or validate any determination of the Dova Zone Special Committee with respect to Dova Zone funds. No action of the Dova Zone Special Committee is intended to and does not supersede the City's legislative and land use authority under state law and its municipal code. This includes, but is not limited to, the requirement for Dova Zone projects to receive all required and applicable City approval and entitlements.

2. *RCTTC Board.* RCTTC shall include at least one member of its Board of Directors who is appointed by the owners of Lodging Businesses located within Dova Zone, effective upon no later than upon when construction breaks ground of a Lodging Business within Dova Zone. Any such member or members who are also current members of the RCTTC Board shall nevertheless serve on the Dova Zone Special Committee by appointment of the Dova Zone Owners.

3. *Future Governance Flexibility*. In light of the anticipated phased development of lodging within Dova Zone, including the possibility that Dova Zone Lodging Businesses may not commence operations immediately, the Dova Zone Special Committee shall serve as the governance structure for Dova Zone. Upon the commencement of operations of any Lodging Business within Dova Zone, the appointment structure of the Dova Zone Special Committee may be revised by amendment to this Plan; provided, however, that Dova Zone funds shall remain subject to Dova Zone governance.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the RCTTC board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

To the extent applicable, the Dova Zone Special Committee shall be treated as a committee of the Owners' Association for purposes of transparency, recordkeeping, and public meeting requirements relating to matters within the subject matter of the district.

C. Annual Report

The RCTTC shall present an annual report at the end of each fiscal year of operation to the City Council and shall file the annual report with the City of Rancho Cordova City Clerk, pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.
- Separate reporting for Dova Zone revenues, expenditures, reserves, carryovers, and commitments.
- A description of Dova Zone projects, activities, and financing approved or proposed for the applicable fiscal year.
- Any proposed changes to the governance, budgeting, or administration of Dova Zone, including any election by the Dova Zone assessed Lodging Businesses to pursue a separate Dova Zone owners' association or successor governance structure.

APPENDIX 1 – LAW

CURRENT THROUGH CH. 790 OF THE LEGISLATION FROM THE 2025-2026 REGULAR SESSION, EFFECTIVE AS OF OCTOBER 13, 2025

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:
(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
(2) Job creation.
(3) Business attraction.
(4) Business retention.
(5) Economic growth.
(6) New investments.
(f) With the dissolution of redevelopment agencies throughout the state, property and

business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act

of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:
(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:
(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10

(commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

(a) "Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) "Special benefit" also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.
(2) Information specifying where the complete management district plan can be obtained.
(3) Information specifying that the complete management district plan shall be furnished upon request.
(c) The resolution of intention described in subdivision (a) shall contain all of the following:
(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:
(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
(b) The name of the proposed district.
(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first

year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.
(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.
(g) The time and manner of collecting the assessments.
(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
(i) The proposed time for implementation and completion of the management district plan.
(j) Any proposed rules and regulations to be applicable to the district.
(k)
(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive

improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.
(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.
(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:
(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
(2) The number, date of adoption, and title of the resolution of intention.
(3) The time and place where the public hearing was held concerning the establishment of the district.
(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.
(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.
(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.
(b) The adoption of the resolution of formation and, if required, recordation of the

notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

36638. Assessment as government imposed fee on Civ C § 1770 transaction

(a) A business assessment pursuant to this part is a fee imposed by a government on the transaction for purposes of paragraph (29) of subdivision (a) of Section 1770 of the Civil Code.
(b) This section shall become operative on July 1, 2024.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied

upon business pursuant to this part.
(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.
(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.
(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:
(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
(2) The improvements, maintenance, and activities to be provided for that fiscal year.
(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.
(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.
The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements,

maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED LODGING BUSINESSES*

Business Name	Address	
Best Western Plus Rancho Cordova Inn	10713 White Rock Rd	Rancho Cordova
Rancho Cordova Inn near Lake Natoma	12249 Folsom Blvd	Rancho Cordova
Courtyard Sacramento Rancho Cordova	10683 White Rock Rd	Rancho Cordova
Days Inn & Suites Rancho Cordova	3240 Mather Field Rd	Rancho Cordova
Townplace Suites by Marriott	11212 Point East Dr	Rancho Cordova
Extended Stay America	10721 White Rock Rd	Rancho Cordova
Fairfield Inn & Suites Rancho Cordova	10745 Gold Center Dr	Rancho Cordova
Hampton Inn Sacramento Rancho Cordova	10755 Gold Center Dr	Rancho Cordova
Holiday Inn Sacramento Rancho Cordova	11269 Point East Dr	Rancho Cordova
Studio 6	11299 Point East Dr	Rancho Cordova
Homewood Suites by Hilton Rancho Cordova Sacramento	10700 White Rock Rd	Rancho Cordova
Hyatt Place Sacramento Rancho Cordova	10744 Gold Center Dr	Rancho Cordova
La Quinta Inn & Suites -Rancho Cordova	11131 Folsom Blvd	Rancho Cordova
Motel 6 Rancho Cordova	10694 Olson Dr	Rancho Cordova
California Inn Rancho Cordova	10800 Olson Dr	Rancho Cordova
Residence Inn Sacramento Rancho Cordova	2779 Prospect Park Dr	Rancho Cordova
Sacramento Marriott Rancho Cordova	11211 Point East Dr	Rancho Cordova

*List as of February 26, 2026