AGENDA
CITY OF CITRUS HEIGHTS CITY COUNCIL
6:00 PM SPECIAL MEETING
7:00 PM REGULAR MEETING
City Hall Council Chambers
6360 Fountain Square Drive, Citrus Heights, CA

2-28-19 Agenda Packet

Documents:

2-28-19 AGENDA PACKET.PDF

CALL SPECIAL MEETING TO ORDER
1. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins

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

CLOSED SESSION

2. Security Of Public Services And/Or Facilities Pursuant To Government Code Section 54957 Consultation With: Citrus Heights Police Chief

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(d)(2)
   1 case

ADJOURNMENT

CALL REGULAR MEETING TO ORDER
1. Flag Salute

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

3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

4. Sacramento Self-Help Housing, Renters Helpline Presentation
PUBLIC COMMENT
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CONSENT CALENDAR
It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action is requested by a Council Member.

5. SUBJECT: Approval Of Minutes
   RECOMMENDATION: Approve the Minutes of the Special/Regular Meeting of Thursday, February 14, 2019

6. SUBJECT: Carriage Drive & Lauppe Lane Safe Schools Corridor Plan Award Of Contract For Professional Services To Alta Planning + Design
   STAFF REPORT: R. Sherman / L. Blomquist
   RECOMMENDATION: Adopt Resolution No. 2019-___; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract with Alta Planning + Design to Provide Professional Services for the ‘Carriage Drive and Lauppe Lane Safe Schools Corridor Plan’

7. SUBJECT: Electric Greenway Trail Project ATPSB1L-5475(042) Approval Of Contract Amendment No. 1
   STAFF REPORT: R. Sherman / L. Blomquist
   RECOMMENDATION: Adopt Resolution No. 2019-___; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 1 to the Contract for Professional Services with GHD, Inc. for the ‘Electric Greenway Trail Project’

8. SUBJECT: Second Reading – Ordinance Amending The Citrus Heights Municipal Code Relating To Adding Planning Commission Member Residency Requirement
   STAFF REPORT: A. Van
   RECOMMENDATION: Adopt Ordinance No. 2019-___; An Ordinance of the City of Citrus Heights Amending Section 2-269 of the Citrus Heights Municipal Code Regarding the Composition of the Planning Commission

9. SUBJECT: Highland – Rinconada Drainage Improvements Project Award Of Contract – City PN 30-16-006
   STAFF REPORT: R. Sherman / S. Hodgkins
   RECOMMENDATION: Adopt Resolution No. 2019-___; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract with Caggiano General Engineering, Inc. for Construction of the Highland – Rinconada Drainage Improvements Project

PUBLIC HEARINGS

10. SUBJECT: Public Hearing #1 Regarding The Composition Of The City’s Voting Districts Pursuant To Elections Code Section 10010 (A)(1) California Voting Rights Act
    STAFF REPORT: C. Boyd / K. Cooley
    RECOMMENDATION: Staff Recommends the Council Hold the First Two Public Hearings to Receive Input on the Composition and Number of Voting Districts, and Request any Additional Information Needed for the Public Hearing Scheduled for
March 14, 2019

REGULAR CALENDAR

11. SUBJECT: Second Reading – Ordinance Amending Contract Between The Board Of Administration Of The California Public Employees’ Retirement System And The City Council Of The City Of Citrus Heights
   STAFF REPORT: R. Rivera / S. Neilson
   RECOMMENDATION: Adopt Ordinance No. 2019-__; An Ordinance of the City Council of the City of Citrus Heights Authorizing an Amendment to the Contract Between the City Council of the City of Citrus Heights and the Board of Administration of the California Public Employees’ Retirement System

DEPARTMENT REPORTS

12. SUBJECT: Fiscal Year 2018/2019 Midyear Budget Review
   DEPARTMENT: Administrative Services Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT
CITY OF CITRUS HEIGHTS
CITY COUNCIL
Special/Regular Meeting of Thursday, February 28, 2019
City Hall Council Chambers
6360 Fountain Square Dr., Citrus Heights, CA
Special Meeting 6:00 p.m.
Regular Meeting 7:00 p.m.

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

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

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

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

1. City of Citrus Heights, 6360 Fountain Square Drive, Citrus Heights, CA
2. Rusch Park Community Center, 7801 Auburn Boulevard, Citrus Heights, CA
3. Sacramento County Library, Sylvan Oaks Branch, 6700 Auburn Blvd., Citrus Heights, CA

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

February 15, 2019

Amy Van, City Clerk
CALL SPECIAL MEETING TO ORDER

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

PUBLIC COMMENT

CLOSED SESSION

2. Security of Public Services and/or Facilities
   Pursuant to Government Code Section 54957
   Consultation with: Citrus Heights Police Chief

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(d)(2)
   1 case

ADJOURMENT

CALL REGULAR MEETING TO ORDER

1. Flag Salute

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

3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

4. Sacramento Self-Help Housing, Renters Helpline Presentation

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

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CONSENT CALENDAR

5. **SUBJECT:** Approval of Minutes  
   **RECOMMENDATION:** Approve the Minutes of the Special/Regular Meeting of Thursday, February 14, 2019

6. **SUBJECT:** Carriage Drive & Lauppe Lane Safe Schools Corridor Plan  
   Award of Contract for Professional Services to Alta Planning + Design  
   **STAFF REPORT:** R. Sherman / L. Blomquist  
   **RECOMMENDATION:** Adopt Resolution No. 2019-___; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract with Alta Planning + Design to Provide Professional Services for the ‘Carriage Drive and Lauppe Lane Safe Schools Corridor Plan’

7. **SUBJECT:** Electric Greenway Trail Project ATPSB1L-5475(042)  
   Approval of Contract Amendment No. 1  
   **STAFF REPORT:** R. Sherman / L. Blomquist  
   **RECOMMENDATION:** Adopt Resolution No. 2019-___; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 1 to the Contract for Professional Services with GHD, Inc. for the ‘Electric Greenway Trail Project’

8. **SUBJECT:** Second Reading – Ordinance Amending the Citrus Heights Municipal Code Relating to Adding Planning Commission Member Residency Requirement  
   **STAFF REPORT:** A. Van  
   **RECOMMENDATION:** Adopt Ordinance No. 2019-___; An Ordinance of the City of Citrus Heights Amending Section 2-269 of the Citrus Heights Municipal Code Regarding the Composition of the Planning Commission

9. **SUBJECT:** Highland – Rinconada Drainage Improvements Project  
   Award of Contract – City PN 30-16-006  
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PUBLIC HEARING

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**STAFF REPORT:** C. Boyd / K. Cooley  
**RECOMMENDATION:** Staff Recommends the Council Hold the First Two Public Hearings to Receive Input on the Composition and Number of Voting Districts, and Request any Additional Information Needed for the Public Hearing Scheduled for March 14, 2019

REGULAR CALENDAR

11. **SUBJECT:** Second Reading – Ordinance Amending Contract between the Board of Administration of the California Public Employees’ Retirement System and the City Council of the City of Citrus Heights  
**STAFF REPORT:** R. Rivera / S. Neilson  
**RECOMMENDATION:** Adopt Ordinance No. 2019-____; An Ordinance of the City Council of the City of Citrus Heights Authorizing an Amendment to the Contract Between the City Council of the City of Citrus Heights and the Board of Administration of the California Public Employees’ Retirement System

DEPARTMENT REPORTS

12. **SUBJECT:** Fiscal Year 2018/2019 Midyear Budget Review  
**DEPARTMENT:** Administrative Services Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

ADJOURNMENT
CALL SPECIAL MEETING TO ORDER

The special meeting was called to order at 6:30 p.m. by Mayor Bruins.

1. Roll Call: Council Members present: Daniels, Miller, Slowey, Bruins
   Council Members absent: Middleton
   Staff present: Boyd, Rivera, Ziegler and department directors.

PUBLIC COMMENT

None

CLOSED SESSION

2. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
   Government Code Section 54956.9 (d) (1)
   Middleton v. Van (Sacramento County Superior Court, Case No. 34-2018-80002972)

There was no reportable action from closed session.

ADJOURNMENT

Mayor Bruins adjourned the special meeting at 6:54 p.m.

CALL REGULAR MEETING TO ORDER

The regular council meeting was called to order at 7:00 p.m. by Mayor Bruins.

1. The Flag Salute was led by Vice Mayor Slowey.

2. Roll Call: Council Members present: Daniels, Middleton, Miller, Slowey, Bruins
   Council Members absent: None
   Staff present: Boyd, Van, Ziegler and department directors.

3. The video statement was read by City Clerk Van.

APPROVAL OF AGENDA

ACTION: On a motion by Council Member Miller, seconded by Vice Mayor Slowey, the City Council approved the agenda.

AYES: Daniels, Middleton, Miller, Slowey, Bruins
NOES: None
ABSENT: None
PRESENTATIONS

None

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Middleton had no comments or updates.

Council Member Miller attended the Citrus Heights Chamber of Commerce Monthly Membership Luncheon and a Sacramento Transportation Authority Board meeting. He provided updates from the Capitol Corridor and Sacramento Regional Transit Board meetings.

Council Member Daniels had no comments or updates.

Vice Mayor Slowey thanked Mayor Bruins for attending the Sacramento Area Council of Governments meeting on his behalf.

Mayor Bruins attended the Sacramento Regional County Sanitation District Board meeting and the ribbon cutting for Rico’s Mexican food restaurant.

PUBLIC COMMENT

Cheryl McCormick expressed traffic safety concerns at Carriage Elementary School. She stated people are making left hand turns at a right turn only intersection and she requested adding something to prevent left turns.

Arthur Ketterling expressed concerns regarding the pedestrian signal timing at San Juan Ave and Greenback Lane.

CONSENT CALENDAR

4. **SUBJECT:** Approval of Minutes  
   **RECOMMENDATION:** Approve the Minutes of the Regular Meeting of Thursday, January 10, 2019 and Special/Regular Meeting of Thursday, January 24, 2019

5. **SUBJECT:** Audited Financial Statements and Compliance Report for Transportation Development Act Funds - Annual Street Report  
   **STAFF REPORT:** R. Rivera / T. Nossardi  
   **RECOMMENDATION:** Staff Recommend the City Council Accept and File the City of Citrus Heights Transportation Development Act Funds (Annual Street Report) Audited Financial Statements and Compliance Report for Fiscal Year Ended June 30, 2018

6. **SUBJECT:** Quarterly Treasurer’s Report  
   **STAFF REPORT:** R. Rivera  
   **RECOMMENDATION:** Staff Recommends the City Council Receive and File the Quarterly Treasurer’s Report for the Quarter Ending December 31, 2018
7. **SUBJECT:** Multi Modal Transportation Safety Program Award of Contract for Professional Services to Steer  
**STAFF REPORT:** R. Sherman / M. Poole  
**RECOMMENDATION:** Adopt Resolution No. 2019- 018; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract with Steer to Provide Professional Services for the ‘Multi Modal Transportation Safety Program’

**ACTION:** On a motion by Vice Mayor Slowey, seconded by Council Member Middleton, the City Council adopted Consent Calendar Items 4, 5, 6 and 7.

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

**PUBLIC HEARING**

None

**REGULAR CALENDAR**

8. **SUBJECT:** Amendments to the Citrus Heights Municipal Code to Add Planning Commission Member Residency Requirement  
**STAFF REPORT:** A. Van  
**RECOMMENDATION:** Staff Recommends the City Council Introduce for a First Reading Ordinance No. 2019-002, and Waive the Reading of the Entire Ordinance, an Ordinance of the City of Citrus Heights, Amending Section 2-269 of the Citrus Heights Municipal Code regarding the Composition of the Planning Commission

City Clerk Van stated that in October 2018 staff revitalized the recruitment process for the city’s boards and commissions. The new process now includes video interviews for applicants. Through this process staff determined that there was no requirement in the city’s municipal code that Planning Commission members had to be a resident of the city. Under the direction of both the outgoing and incoming Mayor and Vice Mayor, staff has prepared the municipal code update stating that members of the Planning Commission shall be residents of the city.

Council questions and comments followed.

**ACTION:** On a motion by Vice Mayor Slowey, seconded by Council Member Middleton, the City Council introduced for a first reading Ordinance No. 2019-002, and waived the reading of the entire Ordinance, an Ordinance of the City of Citrus Heights, amending Section 2-269 of the Citrus Heights municipal code regarding the composition of the Planning Commission.

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

**DEPARTMENT REPORTS**
9. **SUBJECT:** Redesigned Website  
**DEPARTMENT:** City Clerk’s Office

City Clerk Van announced the redesign of the city website. Stationary, lapel pins, banners, social media sites, and the city’s E-Newsletter are up to date with the new logo and strapline. She provided an overview of the city’s redesigned website.

**CITY MANAGER ITEMS**

None

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

None

**ADJOURNMENT**

Mayor Bruins adjourned the meeting at 7:21 p.m.

Respectfully submitted.

______________________________

Amy Van, City Clerk
MEMORANDUM

DATE: February 28, 2019

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

FROM: Rhonda Sherman, Community Services Director
      Leslie Blomquist, Senior Civil/Traffic Engineer

SUBJECT: Carriage Drive & Lauppe Lane Safe Schools Corridor Plan
         Award of Contract for Professional Services to Alta Planning + Design

Summary and Recommendation

In October 2018, the California Department of Transportation (Caltrans) awarded the city a Sustainable Transportation Planning grant in the amount of $196,000 (with a total project estimate of $221,394) to develop the Carriage Drive & Lauppe Lane Safe Schools Corridor Plan (the Plan).

The General Services Department circulated a Request for Proposals (RFP) for professional services in accordance with Caltrans “Qualifications Based” selection procedures. Alta Planning + Design (Alta Planning) was selected as the top ranked consultant.

Staff recommends the City Council adopt Resolution No. 2019—____ A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a contract with Alta Planning + Design, to provide professional services for the Carriage Drive & Lauppe Lane Safe Schools Corridor Plan.

Fiscal Impact

The contract with Alta Planning is for an amount not to exceed $178,602.86. Funding for the Project is included in the Fiscal Year 2018/2019 Budget and the 2019 – 2023 Capital Improvement Program, and will come from sources as outlined in the table below:
### Background and Analysis

The City of Citrus Heights and San Juan Unified School District routinely hear concerns regarding safety along the one mile long school and residential corridor connecting Antelope Road and Auburn Boulevard. This corridor provides access to three schools including an elementary, middle, and high school. Although the bell times for each school are staggered, the corridor still experiences high peak demands as overlap of the drop off and pick up times do occur. Two of the schools share a parking lot which further complicates drop off and pick up operations. In addition to school traffic, Carriage Drive and Lauppe Lane are local collectors providing access to the immediately adjacent residential neighborhood.

The Plan will address challenging school related transportation conditions and lacking infrastructure along a one mile long important residential collector corridor. Identified challenges include high peak vehicular, pedestrian, bicycle and parking demands, excessive speeds, midblock and uncontrolled pedestrian crossings, and school ingress and egress issues. In addition, the Plan will evaluate and address safety at both the Antelope Road/Lauppe Lane intersection and the Auburn Boulevard/Carriage Drive intersection as well as the portion of Auburn Boulevard between Carriage Drive and Sylvan Corners.

Once complete, the Plan will be used to seek final design and construction funding.

This aligns with the City Council’s three-year strategic planning goal to “improve streets and infrastructure”.

### Attachments

1. Resolution No. 2019-____ A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a contract with Alta Planning + Design to provide professional services for the ‘Carriage Drive & Lauppe Lane Safe Schools Corridor Plan’
2. Draft Consulting Services Agreement between the City of Citrus Heights and Alta Planning + Design for the ‘Carriage Drive & Lauppe Lane Safe Schools Corridor Plan’
RESOLUTION NO. 2019-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALTA PLANNING + DESIGN TO PROVIDE PROFESSIONAL SERVICES FOR THE ‘CARRIAGE DRIVE AND LAUPPE LANE SAFE SCHOOLS CORRIDOR PLAN’

WHEREAS, on February 26, 2018, the city submitted a grant application through the Caltrans Sustainable Transportation Planning Grant Program to develop the Carriage Drive & Lauppe Lane Safe Schools Corridor Plan;

WHEREAS, on May 11, 2018, the City was notified that the project was selected to receive $196,000 in grant funding (total project amount of $221,394);

WHEREAS, Caltrans has authorized the city to proceed with all tasks of the project;

WHEREAS, the city circulated a request for proposals, and in accordance with procedures for selection of the most qualified consultant, Alta Planning + Design was found to be the best qualified to provide the required services;

WHEREAS, the city now desires to enter into a Professional Services Agreement with Alta Planning + Design in an amount not to exceed $178,602.86; and

WHEREAS, the proposed professional services will be paid for with Caltrans Sustainable Communities grant funds and city staff time (for the required match).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute a contract with Alta Planning + Design to provide professional services for the ‘Carriage Drive & Lauppe Lane Safe Schools Corridor Plan’, in a form approved by the City Attorney.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 28th day of February, 2019, by the following vote, to wit:

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

____________________________________
Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk
CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF CITRUS HEIGHTS AND
ALTA PLANNING + DESIGN
CARRIAGE DRIVE & LAUPPE LANE SAFE SCHOOLS CORRIDOR PLAN
(FHWA assisted A&E projects; Revised February 2019)

Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>INTRODUCTION</td>
<td>3</td>
</tr>
<tr>
<td>II</td>
<td>CONSULTANT’S REPORTS OR MEETINGS</td>
<td>4</td>
</tr>
<tr>
<td>III</td>
<td>STATEMENT OF WORK</td>
<td>4</td>
</tr>
<tr>
<td>IV</td>
<td>PERFORMANCE PERIOD</td>
<td>4</td>
</tr>
<tr>
<td>V</td>
<td>ALLOWABLE COSTS AND PAYMENTS</td>
<td>5</td>
</tr>
<tr>
<td>VI</td>
<td>TERMINATION</td>
<td>6</td>
</tr>
<tr>
<td>VII</td>
<td>COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS</td>
<td>6</td>
</tr>
<tr>
<td>VIII</td>
<td>RETENTION OF RECORDS/AUDIT</td>
<td>7</td>
</tr>
<tr>
<td>IX</td>
<td>AUDIT REVIEW PROCEDURES</td>
<td>7</td>
</tr>
<tr>
<td>X</td>
<td>SUBCONTRACTING</td>
<td>9</td>
</tr>
<tr>
<td>XI</td>
<td>EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES</td>
<td>9</td>
</tr>
<tr>
<td>XII</td>
<td>STATE PREVAILING WAGE RATES</td>
<td>10</td>
</tr>
<tr>
<td>XIII</td>
<td>CONFLICT OF INTEREST</td>
<td>13</td>
</tr>
<tr>
<td>XIV</td>
<td>REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION</td>
<td>13</td>
</tr>
<tr>
<td>XV</td>
<td>NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE</td>
<td>14</td>
</tr>
<tr>
<td>XVI</td>
<td>DEBARMENT AND SUSPENSION CERTIFICATION</td>
<td>15</td>
</tr>
<tr>
<td>XVII</td>
<td>INSURANCE</td>
<td>15</td>
</tr>
<tr>
<td>XVIII</td>
<td>FUNDING REQUIREMENTS</td>
<td>16</td>
</tr>
<tr>
<td>XIX</td>
<td>CHANGE IN TERMS</td>
<td>16</td>
</tr>
<tr>
<td>XX</td>
<td>CONTINGENT FEE</td>
<td>16</td>
</tr>
<tr>
<td>XXI</td>
<td>DISPUTES</td>
<td>16</td>
</tr>
<tr>
<td>XXII</td>
<td>INSPECTION OF WORK</td>
<td>17</td>
</tr>
<tr>
<td>XXIII</td>
<td>SAFETY</td>
<td>17</td>
</tr>
<tr>
<td>XXIV</td>
<td>OWNERSHIP OF DATA</td>
<td>17</td>
</tr>
<tr>
<td>XXV</td>
<td>CLAIMS FILED BY CITY’s CONSTRUCTION CONTRACTOR</td>
<td>18</td>
</tr>
<tr>
<td>XXVI</td>
<td>CONFIDENTIALITY OF DATA</td>
<td>18</td>
</tr>
</tbody>
</table>
ARTICLE XXVII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION ......................................................... 19
ARTICLE XXVIII. EVALUATION OF CONSULTANT ..................................................................................... 19
ARTICLE XXIX. RETENTION OF FUNDS ......................................................................................................... 19
ARTICLE XXX. NOTIFICATION ..................................................................................................................... 19
ARTICLE XXXI. ADDITIONAL TERMS ........................................................................................................... 20
ARTICLE XXXII. CONTRACT ........................................................................................................................... 20
ARTICLE I. INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, CITY:

The name of the CONSULTANT is as follows:
ALTA PLANNING + DESIGN, INC.

Incorporated in the State of CALIFORNIA
The Project Manager for the CONSULTANT will be KENDRA RAMSEY

The name of the CITY is as follows:
CITY OF CITRUS HEIGHTS

The Contract Administrator for CITY will be LESLIE BLOMQUIST

A. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal dated February 13, 2019. The approved CONSULTANT’s Cost Proposal is attached hereto as Attachment A and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

B. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, defend with counsel acceptable to CITY, and hold harmless CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions recklessness or willful misconduct incident to the performance of AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

C. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT’s employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT’s assigned personnel shall not be entitled to any benefits payable to employees of City.

D. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT’s assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
F. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the CITY, which shall not be unreasonably withheld. However, claims for money due or which become due to CONSULTANT from CITY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.

G. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

I. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II. CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY’s Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT’s Project Manager shall meet with CITY’s Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III. STATEMENT OF WORK

A. CONSULTANT Services

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in the Scope of Work attached as Attachment A, and incorporated herein, at the time and place and in the manner specified therein.

CONSULTANT shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure CONSULTANT performs services in accordance with the Standard of Performance, CONSULTANT shall, immediately upon receiving CITY’s request, reassign such persons.

ARTICLE IV. PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on February 28, 2019, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY’S Contract Administrator. The AGREEMENT shall end on February 28, 2021, unless extended by contract amendment.
B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment.

In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY’s approved overhead rate set forth in the Cost Proposal. In the event that CITY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by CITY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “I” of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT’s agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, CITY will pay CONSULTANT a maximum fixed fee which shall not exceed $12,427.69 (twelve thousand four hundred twenty-seven dollars and sixty-nine cents). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT’s fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT. However, such approval of the work shall not constitute acceptance of the work performed.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY’s Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due
CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to CITY’s Contract Administrator at the following address:

CITY: City of Citrus Heights
Contract Administrator Leslie Blomquist
6360 Fountain Square Drive
Citrus Heights, CA 95621

I. The total amount payable by CITY including the fixed fee shall not exceed $178,602.86 (one hundred seventy-eight thousand, six hundred two dollars and eighty-six cents).

J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by CITY’s Contract Administrator.

K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI. TERMINATION

A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar day’s written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with ARTICLE XXIV, OWNERSHIP OF DATA.

B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and CITY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due CITY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Section Error! Reference source not found.C. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with ARTICLE XXIV, OWNERSHIP OF DATA.

ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 34 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, 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 CONSULTANT’S Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. 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 CONSULTANT, Subconsultants, and the CONSULTANT’s Independent CPA that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY’S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY’S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, 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 CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT 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.

E. CONSULTANT’s Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the 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 CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

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

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 Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT’s and/or the independent CPA’s revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I 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) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO 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 CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X. SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between CITY and any subconsultants, and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT 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 CONSULTANT. The CONSULTANT’s obligation to pay its Subconsultants is an independent obligation from the CITY’S obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by CITY’s Contract Administrator, except that which is expressly identified in the CONSULTANT’s approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by CITY.

E. Any substitution of Subconsultant(s) must be approved in writing by CITY’s Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by CITY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT’s approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by CITY’s Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified in writing.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit 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 CONSULTANT elects to keep the
equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.”

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII. STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). 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.

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

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of 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 CONSULTANT.

c. The public shall not be given access to certified payroll records directly by the CONSULTANT. Instead, the CONSULTANT 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 CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by 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 CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT 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 CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to 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. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the 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 CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
   c. Upon becoming aware of the Subconsultant’s failure to pay the specified prevailing rate of wages to the Subconsultant’s workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant’s employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If 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 CONSULTANT shall withhold an amount of money due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

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

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants’ compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII. CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint-ownership or otherwise.

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

ARTICLE XV. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code § 12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the 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.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVI. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT’s signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVII. INSURANCE

A. Prior to commencement of the work described herein, CONSULTANT shall furnish CITY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured’s coverage without thirty (30) calendar days prior written notice to CITY.
2. That CITY, its officers, officials, agents, employees, and volunteers are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That CITY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the
approval of CITY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

ARTICLE XVIII. FUNDING REQUIREMENTS

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

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

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

D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XIX. CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY’s Contract Administrator.

C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY’s Contract Administrator.

ARTICLE XX. CONTINGENT FEE

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

ARTICLE XXI. DISPUTES

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

A. 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 Rhonda Sherman, Community Services Director, who may consider written or verbal information submitted by CONSULTANT.

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

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

ARTICLE XXII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit 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.

ARTICLE XXIII. SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIV. OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of CITY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT’s privileged information, as defined by law, or CONSULTANT’s personnel information, along with all other property belonging exclusively to CITY which is in CONSULTANT’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must first be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by CITY.
C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City’s sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXV. CLAIMS FILED BY CITY’S CONSTRUCTION CONTRACTOR

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

B. CONSULTANT’s personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT’s personnel services under this AGREEMENT.

C. Services of CONSULTANT’s personnel in connection with CITY’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVI. CONFIDENTIALITY OF DATA

A. 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 CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY’s actions on the same, except to CITY’s staff, CONSULTANT’s own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by CITY, and receipt of CITY’S written permission.

E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers,
employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City’s reasonable attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

ARTICLE XXVII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXVIII. EVALUATION OF CONSULTANT

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

ARTICLE XXIX. RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

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

ARTICLE XXX. NOTIFICATION

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

CONSULTANT: Alta Planning & Design, Inc.
Project Manager Kendra Ramsey (C/O Contract Administrator)
100 Webster Street, Suite 300
Oakland, CA 94607

CITY: City of Citrus Heights
Contract Administrator Leslie Blomquist
6360 Fountain Square Drive
Citrus Heights, CA 95621
ARTICLE XXXI. ADDITIONAL TERMS

Additional terms and conditions for this contract are set forth in Attachment B, attached hereto and incorporated herein. In the event that there are any conflicts between Attachment A, Attachment B and this contract, the terms and conditions of Attachment B control over the AGREEMENT and Attachment A. the AGREEMENT shall control over Attachment A.

ARTICLE XXXII. CONTRACT

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

CITY OF CITRUS HEIGHTS

Christopher W. Boyd, City Manager

Attest:

Amy Van, City Clerk

CONSULTANT

Hugh Louch
Vice President, as duly authorized

Approved as to Form:

Ruthann G. Ziegler, City Attorney
ATTACHMENT A
SCOPE OF WORK & COST PROPOSAL
February 13, 2019

Leslie Blomquist  
City of Citrus Heights  
6360 Fountain Square Dr.  
Citrus Heights, CA 95621

Re: Carriage Drive and Lauppe Lane Safe Schools Corridor Plan

Dear Ms. Blomquist,

On behalf of Alta Planning + Design, please find attached a final scope of work for the Carriage Drive and Lauppe Lane Safe Schools Corridor Plan scope of work.

Sincerely,

Hugh Louch  
Vice President
Scope of Work

The following scope of work is based on our understanding of the needs of the City, and our experience with similar projects and national best practices. We are flexible in our approach and look forward to refining this based upon your feedback.

Throughout the planning and design process, Alta’s Project Manager will provide regular contact with City’s Project Manager and other staff. We will administer the project contract, coordinate personnel, prepare and maintain the project schedule, and prepare invoicing. This includes maintaining a project schedule throughout the life of the project. The schedule will be used as a tool for managing the project and updated as milestones are achieved. Alta will prepare and submit invoices as outlined in the contract language provided by the City. All design drawings, memoranda, mapping and deliverables will be submitted and distributed in electronic format whenever possible in an effort to promote sustainability goals throughout the project.

Our quality assurance process puts responsibility for quality control on the Project Manager and the Principal-in-Charge. It includes mandatory, cost effective review of all products, appropriate to the type of product being delivered. For major deliverables – final products, public meeting materials, and technical products available to the public – our team employs a three-tier quality control system that includes (1) Principal-in-Charge review of materials, (2) independent review by an Alta technical expert not directly engaged in the project to confirm use of best practices and to provide an unbiased review, and (3) in-house copy editing by trained staff.

1. PROJECT MANAGEMENT AND COORDINATION

TASK 1.3 ONGOING MANAGEMENT AND COORDINATION
Alta provides a strong, experienced project management team and maintains open lines of communication to provide quality, cost, and schedule control. We propose holding monthly management meetings to discuss deliverables, budget status, and other critical items, to keep the project on schedule, on budget, and trouble-shoot any anticipated challenges. Alta’s monthly invoice packages will identify all charges to the project budget during the billing period by person and task, and include monthly progress reports which identify progress made on the project to date and any updates to the project schedule.

In addition, the Alta Project Manager will coordinate with City staff to schedule and hold meetings with key stakeholders such as SJUSD and Caltrans to discuss project progress, review deliverables, and discuss upcoming community engagement events.

TASK 1.4 PROJECT KICK-OFF
At the start of the project, Alta will schedule a kick-off meeting and site walk with City staff. Key members of the Alta team will participate, including the Project Manager, as well as the KD Anderson lead. The purpose of the meeting will be to discuss and review project scope and deliverables, project management, and project expectations including: invoicing, progress reports, detailed milestone schedule and other relevant project information such as data and information needs, strategy for the public involvement process and identification of key stakeholders.

As part of this initial meeting, we propose to review the project corridors to discuss the existing conditions, potential challenges and opportunities. During this review, we will collectively discuss the physical site conditions, current traffic and parking operations, maintenance of the streetscape, and key connections to the schools. We know that the transition from planning ideas to built projects requires feasible solutions that are grounded in best
practices and regulations, as well as considerations for long term operations. Our notes will guide the initial assessment of existing conditions and help frame the initial questions for the stakeholder interviews.

Task 1 Deliverables:
- Kick-off meeting agenda and meeting notes
- Monthly Progress Report Packages with Invoices
- Monthly project management meeting agendas and meeting notes
- Key Stakeholder meeting agendas and notes

2. BACKGROUND ANALYSIS

Task 2.1 REVIEW OF EXISTING DOCUMENTS AND IDENTIFY EXISTING CONDITIONS
The Alta team will review the background information provided by the City including: traffic studies, traffic counts, collision data, travel patterns, school bell schedules and transportation policies, available right of way, and other relevant resources. The Alta team will then develop Data Summary Memo that will document the project needs/issues, physical urban character, opportunities, and constraints for the corridors.

This task will also include production of materials for other Task 2 and Task 3 tasks that are based on existing data and information produced in the course of this plan.

Task 2.2 OBSERVATIONAL INFORMATION (INTERVIEWS)
The Alta team will work with City staff to develop a list of key stakeholders to interview during the Kick-Off Meeting, including City staff in Planning, Engineering, Police Department, and Code Enforcement, and SJUSD staff and school leadership. Prior to conducting interviews, the Alta team will review previously received residents’ complaints/concerns and collision information. The interviews will be conducted in person or via phone, as appropriate. Interview findings will be incorporated into the Background Analysis Summary Report, detailed under Task 2.6.

TASK 2.3 QUALITATIVE ANALYSIS/FIELD ASSESSMENTS (INC. CROSSING GUARD ANALYSIS)
Field assessments will be conducted of the project corridors to document key challenges, physical constraints, operational issues, opportunities for safety improvement, and general conditions for pedestrians and bicyclists along the corridors. For the field assessments, the project team will plan an initial walk with City staff, including the Project Manager and any additional internal City stakeholders available for the walk. Up to two additional field assessments may be conducted with school district/school leadership and staff as needed to understand their input, in coordination with their interviews. Field assessments will be documented in a Field Analysis Summary Memo, documenting the conditions observed with photographs, measurements, and other pertinent information. The memo will be provided to City staff for review, and revised based on one set of internally-consistent comments.

Crossing Guards can play an integral role in fostering a safe and comfortable environment for children walking and bicycling to school. They can help create gaps in traffic on busier neighborhood collector roads, remind drivers of the presence of pedestrians, help instill safe walking skills in children and parents, and help drivers yield when appropriate. Having assisted in the development of the California School Crossing Guard Training Guidelines, Alta Project Manager Kendra Ramsey and SRTS Advisor Kristin Haukom are well-versed in the requirements under the California MUTCD for Crossing Guard operations, and have developed materials and assisted with implementation of Crossing Guard evaluation and training programs. Led by Kristin, the Alta team will conduct an evaluation of the SJUSD crossing guard program, schedule, and current placement. Utilizing the data from tasks 2.1 and 2.2, the team will develop recommendations for crossing guard placement on the
corridor, including criteria for future placement decisions. Recommendations for Crossing Guard program administration, including funding and insurance considerations, will also be developed. A Crossing Guard Summary Memo will be provided to the City for review, and revised based on one set of consolidated, internally-consistent comments.

**TASK 2.4 QUANTITATIVE ANALYSIS**

Utilizing the data gathered in tasks 2.1 and 2.2, the Alta team, led by KD Anderson, will conduct an in-depth analysis of travel and collision patterns, resident and student/family concerns, and infrastructure conditions.

**Task 2.5 PROGRAMMATIC EVALUATION AND MATERIAL DEVELOPMENT**

Safe Routes to School Programs are most successful when all of the five Es are represented: Engineering, Enforcement, Education, Encouragement, and Evaluation. To round out the Background Analysis task, Alta’s skilled SRTS experts will review the information gathered in Tasks 2.1 and 2.2 relevant to education, enforcement, and encouragement, and develop recommendations for expanding and enhancing current offerings. We will draw from our extensive toolbox to recommend outreach materials, enforcement programs, encouragement campaigns, and educational offerings that both the City and SJUSD can contribute to. The recommendations will be provided in memo form, with links to resources such as educational materials developed by successful programs throughout California, the California Active Transportation Resource Center, Safe Routes to School National Partnership, and the National Center for Safe Routes to School; many of these entities have curricula, lesson plans, and assembly and training materials that have been tested in a variety of communities.

**Task 2.6 SYNTHESIS OF BACKGROUND DATA**

The Alta team will summarize the above analysis to provide a clear picture of existing conditions in the project corridor in a way that is understandable by the public, as well as support the next phases of the Plan development. We will detail collision trends, hot spots, and areas for concern will be outlined, and current bicycle and pedestrian demand. Alta will develop a Background Summary Report that provides the information gathered and analyzed in Task 2 in clear, succinct prose, and will form the basis of presentation and materials for the first community workshop. The Report will be provided to the City for review, and revised based on one set of consolidated, internally-consistent comments. As part of this task, a list of recommended single-page outreach materials (such as flyers) and sample formats will be reviewed with the City Project Manager, who will select up to five materials and format for customization. Alta’s top-notch graphic design team will develop the selected materials, which will undergo up to two rounds of revisions. The materials will be provided in PDF and native format (such as .AI) to allow customization by City and SJUSD for specific campaigns and events. Alta will translate the materials into Spanish and Russian, and provide these versions as separate PDF and native files.

**Task 2 Deliverables:**

- Data Summary Memo
- Interview Summary Memo
- Crossing Guard Summary Memo
- Up to 5 Outreach/Educational Materials (PDF and .AI) in English, Spanish, Russian
- Background Summary Report

**3. COMMUNITY ENGAGEMENT**

To effectively execute and build a broader community engagement process, our team will use creative engagement methods that reach beyond traditional community meeting formats. Alta has extensive community engagement experience, and understands that the unique character of each community should form the base of
any engagement plan. As part of the kick-off meeting, Alta will discuss the proposed engagement strategy with the City team and get feedback on any adjustments as well as discuss a recommended schedule of events.

TASK 3.1 COMMUNITY ENGAGEMENT PLAN
Alta will work closely with City staff to develop a Community Engagement Plan for the project, based on the discussions at the Kick-Off meeting. The Community Engagement Plan will outline how the project team will seek to reach and meaningfully engage stakeholders during the Plan development process, including what strategies will be used, what media will be employed, and what services should be considered for Community Workshops to make participation a viable option for these residents, including translation services (Spanish and Russian), child care or activities, and location options. The Community Engagement Plan will detail the strategies for each of the following events, as well as specific outreach to students at each of the corridor schools:

- Two (2) community meetings
- Two (2) school-based meetings, such as at a Parent Teacher Association (PTA) or similar existing event
- One (1) Pop-Up workshop
- One (1) Planning Commission Meeting
- One (1) City Council Meeting
- Selected neighborhood and civic group meetings

Specific details for each event type will include logistics for outreach and the event itself, materials needed and costs associated, and the target audience. The Community Engagement Plan will be provided to the City for review, and will be revised based on one set of consolidated, internally-consistent comments.

TASK 3.2 ANNOUNCEMENTS/FLYERS/ENGAGEMENT MATERIALS
Alta will develop a suite of materials to support the community engagement for this plan. Materials will be tailored for the local context, and be translated into Spanish and Russian. Materials will be developed for outreach to draw event attendance and for use at the outreach events, and may include:

- Event flyers, to be distributed at schools, community locations, and via electronic media
- Public Service Announcement/Press Release content to be distributed to local media, and via the City and School District communication channels
- An online project survey utilizing Survey Monkey to be distributed to stakeholders via school, School District, and City social media and electronic communication channels
- Workshop boards, including project corridor information, results of existing conditions analysis, concept plans of likely corridor improvement types for illustrative purposes

TASK 3.3 DIRECT MAIL ANNOUNCEMENTS
A project mailer postcard will be developed for distribution to property owners/residents within 500 feet of the project corridor as well as distributed by schools and at community locations. Alta will work with City staff to gather addresses, and will oversee print management and direct mail distribution to property owners.

TASK 3.4 PSAs AND SOCIAL MEDIA BLASTS
Alta will modify outreach material content into Public Service Announcement and Press Release to be distributed to local media, and via the City and School District communication channels, including social media.

TASK 3.5 COMMUNITY WORKSHOP #1
The first phase of outreach will focus on introducing the project and getting input about the opportunities and constraints through an initial Community Workshop. Alta and City staff will host an open-house style event with project boards for information and a table exercise for attendees to review and provide comments on existing conditions.
TASK 3.6 SCHOOL/PTA WORKSHOP
Alta will plan and facilitate two (2) school-based meetings, such as presentations at PTA meetings, to gather feedback from parents, caregivers, and school staff to review existing conditions, provide additional detail on opportunities, concerns, and constraints, and identifying features to be included in the Plan.

TASK 3.7 POP-UP WORKSHOP
Alta will plan and conduct one (1) pop-up event to engage community members who may not have the time to attend a formal workshop, but could spend a few minutes sharing their input with the project team as part of their day-to-day activities. This could include tabling along the project corridor or in front of one of the project area schools. Existing conditions, opportunities and constraints will be shared at the “Pop-Up” for review and quick feedback.

TASK 3.8 COMMUNITY WORKSHOP #2
The second phase of outreach will be an open house format once the conceptual designs and alternatives are drafted, which will encourage one-on-one conversations and is more inviting, inclusive, and engaging than presentation style workshops. This will include multiple stations that will be staffed by Alta and City staff and provide easy-to-understand and visually appealing graphics illustrating the existing conditions and proposed design alternatives. Participants will be asked to provide feedback at each station. Outreach notices, presentation boards, and other workshop materials will be multi-lingual. Youth activities will be included to encourage family participation and increase the range of feedback from all ages.

TASK 3.9 ENGAGEMENT SUMMARY REPORT
The information gathered in these events will help guide the plan development. Feedback received at the events will be summarized and included in an Engagement Summary Report, which will be incorporated into the final plan and will help inform the Plan. Alta will present a draft version of the report to City staff, and will revise based on one set of consolidated, internally-consistent comments received from the City.

TASK 3.10 PLANNING COMMISSION, SCHOOL BOARD, AND CITY COUNCIL MEETINGS (PUBLIC HEARING)
Alta team members will prepare for and present the Draft Plan to the Planning Commission, School Board, and City Council to gather feedback from appointed and elected officials to be incorporated into the final Plan prior to adoption. The team will develop a PowerPoint presentation and assist with narrative and images to be included in the staff report, in partnership with the City Project Manager and team. This is also an opportunity to discuss the potential funding sources and strategy for moving the project towards implementation. This presentation may be used at additional boards and commission meetings as determined by the City.

Task 3 Deliverables:
- Community Engagement Plan
- Workshop flyers and project information in PDF and printed format (500 copies)
- Plan Survey in Survey Monkey format
- Project postcard mailer for Property Owners/Residents within 500 feet and community distribution (500 copies)
- Workshop Boards printed 24” x 36” format (8 per workshop)
4. PLAN DEVELOPMENT

TASK 4.1 DRAFT PLAN DEVELOPMENT

PROJECT AREA BASE MAP
Alta will use GIS and aerial data to prepare a base map. Street geometry, lane widths, intersections, curb and gutter, utility features, transit circulation and connections, property lines, pedestrian zone (sidewalk, street trees, pedestrian furniture, lighting, public signage, etc.), tree conditions, frontage zone (outdoor seating, porches, stoops, etc.), and adjacent buildings will be used to show the existing conditions of the corridor.

CONCEPTUAL DESIGN ALTERNATIVES AND COSTS
Alta will use the base maps to prepare up to two multimodal concept design alternatives that show the alignments and key dimensions with typical sections to show the existing condition versus the concept designs for each of the corridors. These illustrative plans and sections will show scale improvements with notes about the features, such as improved pedestrian and bicycle infrastructure, enhanced crossings, signage, and streetscape elements such as lighting, and landscaping.

Alta will prepare planning level cost estimates for each project’s design alternatives based on the latest unit costs provided by the City’s General Services Department in tandem with figures from comparable communities in California, such as Davis.

Alta will present these alternatives to City staff for input on preferred concepts for each corridor, as well as comments about the design tool selections and dimensions. Based on the review meeting, Alta will refine the concept plans and prepare a preferred alternative for each corridor with updated cost estimates to be included in the Draft Plan.

IMPLEMENTATION STRATEGY
The strategy will define phasing for implementing the projects based on priority, funding cycles, and potential coordination with other projects in Citrus Heights.

DRAFT PLAN
The Plan will include a summary of the existing conditions, goals of the project, outreach process, design alternatives, preferred alternatives with planning level costs, and implementation strategy. The Plan will provide the necessary detail, plans, graphics, and costs to move the preferred projects toward implementation through a combination of the City’s capital program or grant funding programs. The Draft Plan will be the basis for presentation to the Planning Commission and City Council.

TASK 4.2 FINAL PLAN
Alta will integrate the feedback from the Planning Commission and City Council presentations with input and direction from the City Project Manager and City stakeholders into one, consolidated set of comments to address in the Final Plan. The team will meet with the City to discuss and agree on the edits and based on this meeting will proceed with preparing the Final Plan.

Task 4 Deliverables:
- Base Map
- Conceptual Design Alternatives for the 2 corridors
- Design review meeting (1) agenda and notes
- Implementation Plan
- Draft Plan
- Final Plan
5. GRANT MANAGEMENT

TASK 5.1 MONTHLY INVOICE PACKAGES
Alta will provide monthly invoice packages to the City which provide the backup documentation necessary for meeting the City’s grant requirements.

TASK 5.2 QUARTERLY REPORTING
Alta will assist the City with quarterly reporting as requested.

TASK 5.3 QUARTERLY REPORTING AND GRANT CLOSE-OUT
Alta will assist the City with project close-out documentation as requested prior to completion of the contract.

Task 5 Deliverables:
- Monthly Invoice Packages with Backup Documentation
- Assistance with Quarterly Reporting
- Assistance with Project Close-Out Documentation
<table>
<thead>
<tr>
<th>TASK</th>
<th>Principal-in-Charge</th>
<th>Project Manager</th>
<th>Sr. Planner</th>
<th>SRTS Advisor</th>
<th>Sr. Design Assoc.</th>
<th>Engineering Assoc.</th>
<th>Sr. Planner</th>
<th>GIS</th>
<th>Graphic Design</th>
<th>Admin.</th>
<th>Task Hours</th>
<th>Direct Costs</th>
<th>Total Task Fee</th>
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<td>44</td>
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<td>20</td>
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<td>4</td>
<td>84</td>
<td>0</td>
<td>14</td>
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<tr>
<td>3 Community Engagement</td>
<td>Schandy</td>
<td>$108.28</td>
<td>6</td>
<td>66</td>
<td>77</td>
<td>1</td>
<td>8</td>
<td>0</td>
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<td>32</td>
<td>13</td>
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<tr>
<td>4 Plan Development</td>
<td>Vakalad</td>
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<td>19</td>
<td>53</td>
<td>60</td>
<td>8</td>
<td>51</td>
<td>48</td>
<td>30</td>
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<td>12</td>
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<td>Martin</td>
<td>$99.14</td>
<td>2</td>
<td>23</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Staff Hours</td>
<td>Schroer</td>
<td>$58.77</td>
<td>45</td>
<td>199</td>
<td>203</td>
<td>53</td>
<td>71</td>
<td>68</td>
<td>97</td>
<td>53</td>
<td>156</td>
<td>30</td>
<td>36</td>
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<td>Portelance</td>
<td>$100.97</td>
<td>$15,503.70</td>
<td>$28,432.48</td>
<td>$23,981.39</td>
<td>$8,178.55</td>
<td>$15,831.41</td>
<td>$12,669.72</td>
<td>$10,411.43</td>
<td>$5,254.30</td>
<td>$15,407.37</td>
<td>$3,054.24</td>
<td>$6,457.71</td>
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</tbody>
</table>

Hourly Rate (Fully Loaded): $344.53 | $332.44 | $108.28 | $222.70 | $222.70 | $99.14 | $58.77 | $100.97 | $179.38 | $153.76 | $61.49 | $111.00 | $1,192.00 | $3,527.49 | $178,602.86 |

1 Project Management & Coordination
9
2. ONGOING MANAGEMENT AND COORDINATION
8
14. KICK-OFF MEETING
1
6
32
66
44
12
20
27
4
84
0
14
148
4

2 Background Analysis
2.1 REVIEW OF EXISTING DOCUMENTS & IDENTIFY EXISTING CONDITIONS
2
2.2 OBSERVATIONAL INFORMATION (INTERVIEWS)
17
2.3 QUALITATIVE ANALYSIS/FIELD ASSESSMENTS (INC CROSSING GUARD ANALYSIS)
2
2.4 QUANTITATIVE ANALYSIS
1
2.5 EDUCATION AND ENFORCEMENT PLAN (INC. MATERIAL DEVELOPMENT)
2
2.6 BACKGROUND SUMMARY REPORT
1
3 Community Engagement
3.1 COMMUNITY ENGAGEMENT PLAN
1
3.2 ANNOUNCEMENTS/FLYERS/ ENGAGEMENT MATERIALS
1
3.3 DIRECT MAIL ANNOUNCEMENTS
1
3.4 PSAS AND SOCIAL MEDIA BLASTS
1
3.5 COMMUNITY WORKSHOP #1
4
3.6 SCHOOL/PTA WORKSHOP
1
3.7 POP-UP WORKSHOP
1
3.8 COMMUNITY WORKSHOP #2
1
3.9 ENGAGEMENT SUMMARY REPORT
1
3.10 PLANNING COMMISSION, SCHOOL BOARD, CITY COUNCIL MEETINGS (PUBLIC HEARING)
4
4 Plan Development
4.1 DRAFT PLAN DEVELOPMENT
7
4.2 FINAL PLAN DEVELOPMENT
12
5 Grant Management
5.1 MONTHLY INVOICE PACKAGES
8
5.2 QUARTERLY REPORTING
8
5.3 GRANT CLOSE-OUT
2

Agenda Packet Page 41
### Exhibit 10-H1 Cost Proposal

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**  
(Design, Engineering and Environmental Studies)

**Note:** Mark-ups are Not Allowed

**Subconsultant** ☐  
**2nd Tier Subconsultant** ☐

**Consultant:** Alta Planning + Design

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Contract No.</th>
<th>Date</th>
<th>2/1/2019</th>
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</thead>
</table>

#### DIRECT LABOR

<table>
<thead>
<tr>
<th>Classification/Title</th>
<th>Name</th>
<th>Hours</th>
<th>Actual Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-in-Charge</td>
<td>Hugh Louch*</td>
<td>45</td>
<td>$101.72</td>
<td>$4,577.40</td>
</tr>
<tr>
<td>Project Manager/Planning Associate</td>
<td>Kendra Ramsey*</td>
<td>199</td>
<td>$42.29</td>
<td>$8,394.57</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>Emily Shandy*</td>
<td>203</td>
<td>$31.97</td>
<td>$6,489.91</td>
</tr>
<tr>
<td>SRTS Planning + Programs Specialist</td>
<td>Kristin Haukom*</td>
<td>53</td>
<td>$45.56</td>
<td>$2,414.68</td>
</tr>
<tr>
<td>Senior Design Associate</td>
<td>Lisa Beyer*</td>
<td>71</td>
<td>$65.75</td>
<td>$4,668.25</td>
</tr>
<tr>
<td>Engineering Associate</td>
<td>Carlos Valadao*</td>
<td>68</td>
<td>$55.01</td>
<td>$3,740.68</td>
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<tr>
<td>Senior Planner</td>
<td>Beth Martin</td>
<td>97</td>
<td>$31.69</td>
<td>$3,073.93</td>
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<td>Graphic Designer</td>
<td>Jillian Portelance</td>
<td>156</td>
<td>$29.16</td>
<td>$4,548.96</td>
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<td>GIS</td>
<td>Lisa Schroer</td>
<td>53</td>
<td>$29.27</td>
<td>$1,551.31</td>
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<tr>
<td>Administrative Support</td>
<td>Kirsten Clausen</td>
<td>30</td>
<td>$29.81</td>
<td>$891.75</td>
</tr>
</tbody>
</table>

**LABOR COSTS**

- a) Subtotal Direct Labor Costs: $40,361.44
- b) Anticipated Salary Increases (see page 2 for sample): $1,009.04
- c) Total Direct Labor Costs: $41,370.47

#### INDIRECT COSTS

- d) Fringe Benefits (Rate: 45.50%)
- e) Total Fringe Benefits [(c) x (d)]: $18,823.57
- f) Overhead (Rate: 154.90%)
- g) Overhead [(c) x (f)]: $64,082.86
- h) General and Administrative (Rate: 0.00%)
- i) Gen & Admin [(c) x (h)]: $0.00

- j) Total Indirect Costs [(c) + (g) + (i)]: $82,906.43
- k) Total Fixed Fee [(c) + (j)] x fixed fee 10%: $12,427.69

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

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage Costs</td>
<td>400</td>
<td>mi</td>
<td>$0.58</td>
<td>$232.00</td>
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<td>1</td>
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<td>$2,000.00</td>
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<tr>
<td>Copies-Color</td>
<td>500</td>
<td>page</td>
<td>$0.65</td>
<td>$325.00</td>
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<td>Copies- B &amp; W</td>
<td>600</td>
<td>page</td>
<td>$0.20</td>
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<tr>
<td>Plotted Sheets- Workshop Boards</td>
<td>22</td>
<td>ea</td>
<td>$17.50</td>
<td>$385.00</td>
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<td>Postcards- 500 printed</td>
<td>1</td>
<td>order</td>
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<td>$174.49</td>
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<td>Postcard Stamps</td>
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</table>

- l) Total Other Direct Costs: $3,411.49

#### Subconsultants’ Costs (add additional pages if necessary)

<table>
<thead>
<tr>
<th>Subconsultant 1: KD Anderson &amp; Associates</th>
<th>$38,486.77</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subconsultant 2:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subconsultant 3:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subconsultant 4:</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

- m) Subconsultants’ Costs (add additional pages if necessary): $38,486.77
- n) Total Other Direct Costs Including Subconsultants [(l) + (m)]: $41,898.26
- Total Cost [(c) + (j) + (k) + (n)]: $178,602.86

**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. Indirect cost rates shall be updated on an annual basis in accordance with the consultant’s annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.
EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Alta Planning + Design  Contract No.:  Date:

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

<table>
<thead>
<tr>
<th>Direct Labor Subtotal per Cost Proposal</th>
<th>Total Hours per Cost Proposal</th>
<th>Avg Hourly Rate</th>
<th>5 Year Contract Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>$40,361.44</td>
<td>975</td>
<td>$41.41</td>
<td>Year 1 Avg Hourly Rate</td>
</tr>
</tbody>
</table>

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

<table>
<thead>
<tr>
<th>Year</th>
<th>Avg Hourly Rate</th>
<th>Proposed Escalation</th>
<th>Yearly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$41.41</td>
<td>+ 5%</td>
<td>$43.48</td>
</tr>
<tr>
<td>Year 2</td>
<td>$41.41</td>
<td>+ 5%</td>
<td>$43.48</td>
</tr>
<tr>
<td>Year 3</td>
<td>$41.41</td>
<td>+ 5%</td>
<td>$43.48</td>
</tr>
<tr>
<td>Year 4</td>
<td>$41.41</td>
<td>+ 5%</td>
<td>$43.48</td>
</tr>
<tr>
<td>Year 5</td>
<td>$41.41</td>
<td>+ 5%</td>
<td>$43.48</td>
</tr>
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3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

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<tr>
<th>Estimated % Completed</th>
<th>Total Hours per Cost</th>
<th>Total Hours per Year</th>
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<tbody>
<tr>
<td>Year 1 50.0%</td>
<td>975</td>
<td>487</td>
</tr>
<tr>
<td>Year 2 50.0%</td>
<td>975</td>
<td>487</td>
</tr>
<tr>
<td>Year 3 0.0%</td>
<td>975</td>
<td>0</td>
</tr>
<tr>
<td>Year 4 *</td>
<td>975</td>
<td>0</td>
</tr>
<tr>
<td>Year 5 *</td>
<td>975</td>
<td>0</td>
</tr>
<tr>
<td>Total 100%</td>
<td>Total 975</td>
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</table>

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

<table>
<thead>
<tr>
<th>Year</th>
<th>Avg Hourly Rate (calculated above)</th>
<th>Estimated hours (calculated above)</th>
<th>Cost per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$41.41</td>
<td>487</td>
<td>$20,180.72</td>
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<tr>
<td>Year 2</td>
<td>$43.48</td>
<td>487</td>
<td>$21,189.75</td>
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<tr>
<td>Year 3</td>
<td>$0.00</td>
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<td>Year 4</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Year 5</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Total Direct Labor Cost with Escalation</td>
<td>= $41,370.47</td>
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<tr>
<td>Direct Labor Subtotal before escalation</td>
<td>= $40,361.44</td>
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<td></td>
</tr>
<tr>
<td>Estimated total of Direct Labor Salary Increase</td>
<td>= $1,009.04</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #of years of the contract, and a breakdown of the labor to be performed each year.

2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)

3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

4. Calculations for anticipated salary escalation must be provided.
**EXHIBIT 10-H1 Cost Proposal**

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

**Note:** Mark-ups are Not Allowed

<table>
<thead>
<tr>
<th>Prime Consultant</th>
<th>x Subconsultant</th>
<th>☐ 2nd Tier Subconsultant</th>
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</thead>
</table>

**Consultant:** KD Anderson & Associates

**Project No.**

**Contract No.**

**Date** 1/2/2019

## DIRECT LABOR

<table>
<thead>
<tr>
<th>Classification/Title</th>
<th>Name</th>
<th>Hours</th>
<th>Actual Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-in-Charge</td>
<td>Anderson</td>
<td>36.00</td>
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<td>Clerical</td>
<td>Terry</td>
<td>12.00</td>
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</table>

**LABOR COSTS**

- **a)** Subtotal Direct Labor Costs
- **b)** Anticipated Salary Increases (see page 2 for sample)
- **c)** TOTAL DIRECT LABOR COSTS $16,610.72

## INDIRECT COSTS

<table>
<thead>
<tr>
<th>Rate</th>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total</th>
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<td>0.00%</td>
<td>Fringe Benefits</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>110.00%</td>
<td>Overhead</td>
<td></td>
<td></td>
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<tr>
<td>0.00%</td>
<td>General and Administrative</td>
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<td></td>
<td>$0.00</td>
<td></td>
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</tbody>
</table>

- **d)** Fringe Benefits (Rate: 0.00%)
- **e)** Total Fringe Benefits [(c) x (d)] $0.00
- **f)** Overhead (Rate: 110.00%)
- **g)** Overhead [(c) x (f)] $18,271.80
- **h)** General and Administrative (Rate: 0.00%)
- **i)** Gen & Admin [(c) x (h)] $0.00

- **j)** TOTAL INDIRECT COSTS [(e) + (g) + (i)] $18,271.80
- **k)** TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% $3,488.25

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

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage Costs</td>
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<td>mi</td>
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<td>Translation Services</td>
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<td>Copies</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Test</td>
<td>0</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

- **l)** TOTAL OTHER DIRECT COSTS $116

## SUBCONSULTANTS’ Costs (add additional pages if necessary)

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<th>Subconsultant 1</th>
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<tr>
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<td>$0.00</td>
</tr>
<tr>
<td>Subconsultant 4</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage Costs</td>
<td>200</td>
<td>mi</td>
<td>$0.58</td>
<td>$116.00</td>
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- **n)** TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $116

**TOTAL COST** [(c) + (j) + (k) + (n)] $38,486.77

**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. Indirect cost rates shall be updated on an annual basis in accordance with the consultant’s annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.
ATTACHMENT B
ADDITIONAL TERMS

1. INDEMNIFICATION.
To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and its officers, officials, employees, agents and volunteers (collectively, “Indemnitees”) from and against liability, loss, damage, claims, expenses, and costs, including without limitation, reasonable attorney’s fees, costs and fees of litigation, (collectively, “Liability”) to the extent caused by the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the negligence or willful misconduct of CITY. If CONSULTANT is performing design professional services, CONSULTANT’s obligations under this section shall be limited to the extent required by Civil Code section 2782.8.

Acceptance by CITY of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be been determined to apply.

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

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

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

2.2 Commercial General and Automobile Liability Insurance.

2.2.1 General requirements. CONSULTANT, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.
2.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. CITY, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the CONSULTANT. Coverage can be provided in the form of an endorsement to the CONSULTANT’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the CONSULTANT’s insurance covered shall be primary insurance as respects the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the CONSULTANT’s insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.

e. CONSULTANT agrees to give at least 30 days prior written notice to CITY before coverage is canceled or modified as to scope or amount.

2.3 **Professional Liability Insurance.**

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

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

2.4 **All Policies Requirements.**

2.4.1 **Submittal Requirements.** CONSULTANT shall submit the following to CITY prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

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

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

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

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

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

2.4.6 **Subcontractors.** CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

2.4.7 **Excess Insurance.** CONSULTANT may use excess or umbrella policies to meet the minimum insurance requirements of this section 2. If CONSULTANT maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

2.5 **Remedies.** In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order CONSULTANT to stop work under this Agreement and withhold any payment that becomes due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.
3. LICENSES & PERMITS.

CONSULTANT represents and warrants to CITY that CONSULTANT and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, CONSULTANT and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from CITY.

4. ASSIGNMENT AND SUBCONTRACTING.

CITY and CONSULTANT recognize and agree that this Agreement contemplates personal performance by CONSULTANT and is based upon a determination of CONSULTANT’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CITY for entering into this Agreement was and is the professional reputation and competence of CONSULTANT. CONSULTANT may not assign this Agreement or any interest therein without the prior written approval of the CITY Manager, or his or her designee. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the CITY Manager, or his or her designee.

5. GOVERNING LAW & VENUE

In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in Sacramento County or in the United States District Court for the Eastern District of California. The laws of the State of California shall govern this Agreement.
DATE: February 28, 2019

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

FROM: Rhonda Sherman, Community Services Director
      Leslie Blomquist, Senior Civil/Traffic Engineer

SUBJECT: Electric Greenway Trail Project ATPSB1L-5475(042)
         Approval of Contract Amendment No. 1

Summary and Recommendation

On June 28, 2018, City Council authorized an Agreement for Professional Services (Agreement) with GHD, Inc. to provide preliminary engineering and environmental documentation for the Electric Greenway Trail Project (Project).

As part of the environmental review, it was discovered there were substantially more trees along the project alignment than initially anticipated. All trees within the project footprint must be surveyed, inventoried and cataloged. Staff has negotiated Amendment No. 1 to the Agreement (Attachment 2) with GHD, Inc. to conduct the additional tree surveys as required for the environmental review of the Project.

Staff recommends the City Council adopt Resolution No. 2019-____ A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute Amendment No. 1 to the contract for professional services with GHD, Inc. for the Electric Greenway Trail Project.

Fiscal Impact

The not-to-exceed fee for services under the original agreement is $470,076.63. Proposed Amendment No. 1 will increase the not-to-exceed fee for services by $7,534.36 to $477,610.99.

The professional services will be funded as follows:
Subject: Electric Greenway Trail Project ATPSB1L-5475(042), Approval of Contract Amendment No. 1
Date: February 28, 2019
Page 2 of 2

<table>
<thead>
<tr>
<th>Funding Source</th>
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<tr>
<td>ATP Grant</td>
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<td>Sunrise Recreation and Park District - Park Facilities Impact Fees*</td>
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<td>Stormwater Utility Fund</td>
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<td>Tree Mitigation Fund (Original Authorization)</td>
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<td>Tree Mitigation Fund (Amendment No. 1)</td>
<td>7,534.36</td>
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<tr>
<td>Measure A Capital (Pedestrian Safety)</td>
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<td><strong>Total PA/ED Funding</strong></td>
<td><strong>477,610.99</strong></td>
</tr>
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*Use of FY 18/19 funds approved by City Council at the June 14, 2018 meeting.

Although not programmed in the 2018-2019 Capital Improvement Program (CIP), there are sufficient Tree Mitigation funds available to supplement the programmed project funding.

**Background and Analysis**

The Electric Greenway is a 2.9 mile multi-use trail between Sunrise Boulevard and Wachtel Way largely following an existing Sacramento Municipal Utility District (SMUD) electric corridor easement. The Project is located in the city and unincorporated Orangevale, and connects several neighborhoods to seven parks, several schools, and the Sunrise MarketPlace. In addition to a paved multi-use trail, this Project also includes the following:

- A new signalized crossing of Fair Oaks Boulevard;
- Pathway lighting;
- Sidewalk, curb and gutter along a segment of Oak Avenue;
- Drainage improvements;
- Traffic signal modifications; and
- Landscaping.

The preliminary design and public engagement portion of the project is currently underway. As part of the environmental review and documentation of the project, existing trees along the proposed trail alignment must be inventoried, surveyed and cataloged. The initial contract with GHD, Inc. assumed there would be not more than 100 trees included in this work. However, during the preliminary surveys, it was discovered there were substantially more trees. Staff has negotiated Amendment No. 1 to the Agreement (Attachment 2) with GHD, Inc. to conduct the additional tree surveys as required for the environmental review of the Project.

This project aligns with the City Council’s three-year strategic planning goal to “improve streets and infrastructure”.
Attachments

(1) Resolution No. 2019-____ A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute Amendment No. 1 to the contract for professional services with GHD, Inc. for the ‘Electric Greenway Trail Project’.

(2) Amendment No. 1 to the contract for professional services between the City of Citrus Heights and GHD, Inc. for the ‘Electric Greenway Trail Project’.
RESOLUTION NO. 2019-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH GHD, INC. FOR THE ‘ELECTRIC GREENWAY TRAIL PROJECT’

WHEREAS, on June 28, 2018, the City Council of the City of Citrus Heights, California authorized execution of an agreement with GHD, Inc. in the amount of $470,076.63 for the Electric Greenway Trail Project;

WHEREAS, the city wishes to amend the agreement to provide for additional tree surveys required as part of the environmental review and documentation for the project;

WHEREAS, said Amendment No. 1, in the amount of $7,534.36 will increase the total not-to-exceed contract fee to $477,610.99; and

WHEREAS, the additional services will be funded with Tree Mitigation funds.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute Contract Amendment No. 1, in the amount not to exceed $7,534.36, for the Electric Greenway Trail Project.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 28th day of February, 2019, by the following vote, to wit:

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

____________________________________
Jeannie Bruins, Mayor

ATTEST:

____________________________________
Amy Van, City Clerk
AMENDMENT NO. 1 TO CONTRACT FOR PROFESSIONAL SERVICES FOR THE ELECTRIC GREENWAY TRAIL PROJECT BETWEEN THE CITY OF CITRUS HEIGHTS AND GHD, INC.

This Amendment (the “Amendment”) is entered into by and between the City of Citrus Heights (“City”), a municipal corporation in the State of California, and GHD, Inc., as of February 28, 2019.

RECITALS

WHEREAS, the City and Consultant previously entered into that Contract for Professional Design Services for the Electric Greenway Trail Project dated June 28, 2018 (the “Agreement”);

WHEREAS, City and Consultant now wish to amend the Scope of Services of the Agreement to provide services for additional studies needed to comply with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) (the “Additional Work”); and

WHEREAS, City and Consultant also agree to increase the maximum compensation allowed under the Agreement by seven thousand, five hundred thirty-four dollars and thirty cents ($7,534.30), for an amended total compensation of not-to-exceed four hundred seventy-seven thousand, six hundred ten dollars and ninety-nine cents ($477,610.99).

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

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

“A. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposal dated June 6, 2018 and January 21, 2019. The approved CONSULTANT’s Cost Proposals are attached hereto as Exhibits A and A1 and incorporated by reference. If there is any conflict between the approved Proposals and this contract, the contract shall take precedence.”

2. Statement of Work. The City and Consultant agree to modify the Agreement to include the Additional Work. The first paragraph of Article II, of the Agreement, “STATEMENT OF WORK,” is hereby amended to read as follows:

“Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to City the services described in the Scope of Work attached as Exhibits A and A1, and incorporated herein, at the time and place and in the manner specified therein.

3. Compensation. City and Consultant also agree to increase the maximum compensation allowed under the Agreement by seven thousand, five hundred thirty-four dollars and thirty cents ($7,534.30), for an amended total compensation of not-to-exceed four hundred seventy-seven thousand, six hundred ten dollars and ninety-nine cents
($477,610.99). Article V, Section H of the Agreement “ALLOWABLE COSTS”, is hereby amended to read as follows:

“H. The total amount payable by CITY including the fixed fee shall not exceed $477,610.99.”

3. Exhibits. The Additional Work described under Sections 1 and 2 of this Amendment and the fee estimate of such work described under Section 3 of this Amendment are attached hereto as Attachment 1 and shall become Exhibit A1 to the Agreement.

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

CITY OF CITRUS HEIGHTS

By: _______________________________ Date: ____________
    Christopher W. Boyd, City Manager

Attest
    _______________________________
    Amy Van, City Clerk

Approved as to Form
    _______________________________
    Ruthann G. Ziegler, City Attorney

GHD, INC.

By: _______________________________ Date: ____________

Title: _______________________________
**EXHIBIT 10-H1 COST PROPOSAL**  
Page 1 of 3

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

---

**Consultant:** Bargas Environmental Consulting  
**Project No.:** 20-18-002  
**Contract No.:**  
**Date:** 1/21/19

---

### DIRECT LABOR

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<tr>
<th>Classification/Title</th>
<th>Name</th>
<th>Hours</th>
<th>Actual Hourly Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>(Project Manager)*</td>
<td>Angela DePaoli</td>
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<td>$57.69</td>
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<td>(Senior Regulatory Specialist)*</td>
<td>David Carr</td>
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<td>James Stewart</td>
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<td>(Senior Biologist)</td>
<td>Bonnie Petersen</td>
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<td>Dan Neal</td>
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**LABOR COSTS**

a) Subtotal Direct Labor Costs $2,516.36  
b) Anticipated Salary Increases (see page 2 for calculation) $0  

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $2,516.36

---

**INDIRECT COSTS**

d) Safe Harbor (Rate: 110 %)  

e) Total Fringe Benefits [(c) x (d)] $ 
g) Overhead [(c) x (f)] $ 

h) General and Administrative (Rate: %)  
i) Gen & Admin [(c) x (h)] $ 

j) TOTAL INDIRECT COSTS [(c) + (g) + (i)] $2,768.00

---

**FIXED FEE**

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee $ 

---

**1) CONSULTANT’S OTHER DIRECT COSTS (ODC) – ITEMIZE**

(Add additional pages if necessary)

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<thead>
<tr>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
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<td>Plan Sheets</td>
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<td>$</td>
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<tr>
<td>Test</td>
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<td>$</td>
<td>$</td>
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</tr>
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</table>

l) TOTAL OTHER DIRECT COSTS $950.00

---

**m) SUBCONSULTANTS’ COSTS**

(Add additional pages if necessary)

Subconsultant 1: Green Map GIS $1,300.00  
Subconsultant 2: $0  
Subconsultant 3: $  
Subconsultant 4: $  

m) TOTAL SUBCONSULTANTS’ COSTS $  

---

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $2,850.00**

TOTAL COST [(c) + (j) + (k) + (n)] $7,534.36
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. Indirect costs rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.
### EXHIBIT 10-H1 COST PROPOSAL

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

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. **Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

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<thead>
<tr>
<th>Direct Labor Subtotal per Cost Proposal</th>
<th>Total Hours per Cost Proposal</th>
<th>Avg Hourly Rate</th>
<th>5 Year Contract Duration</th>
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<tbody>
<tr>
<td>$250,000.00</td>
<td>5000</td>
<td>$50.00</td>
<td>Year 1 Avg Hourly Rate</td>
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2. **Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

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<th>Proposed Escalation</th>
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<th>Avg Hourly Rate</th>
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<td>Year 2 Avg Hourly Rate</td>
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<td>Year 4 Avg Hourly Rate</td>
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3. **Calculate estimated hours per year (Multiply estimate % each year by total hours)**

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<thead>
<tr>
<th>Estimated % Completed</th>
<th>Total Hours per Cost Proposal</th>
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</thead>
<tbody>
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<td>1000</td>
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<tr>
<td>Year 2 40.0%</td>
<td>5000</td>
<td>2000</td>
</tr>
<tr>
<td>Year 3 15.0%</td>
<td>5000</td>
<td>750</td>
</tr>
<tr>
<td>Year 4 15.0%</td>
<td>5000</td>
<td>750</td>
</tr>
<tr>
<td>Year 5 10.0%</td>
<td>5000</td>
<td>500</td>
</tr>
<tr>
<td>Total 100%</td>
<td>Total</td>
<td>5000</td>
</tr>
</tbody>
</table>

4. **Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

<table>
<thead>
<tr>
<th>Avg Hourly Rate (calculated above)</th>
<th>Estimated hours (calculated above)</th>
<th>Cost per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 $50.00</td>
<td>1000</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Year 2 $51.00</td>
<td>2000</td>
<td>$102,000.00</td>
</tr>
<tr>
<td>Year 3 $52.02</td>
<td>750</td>
<td>$39,015.00</td>
</tr>
<tr>
<td>Year 4 $53.06</td>
<td>750</td>
<td>$39,795.30</td>
</tr>
<tr>
<td>Year 5 $54.12</td>
<td>500</td>
<td>$27,060.80</td>
</tr>
</tbody>
</table>

   **Total Direct Labor Cost with Escalation**
   
   **$257,871.10**

   **Direct Labor Subtotal before Escalation**
   
   **$250,000.00**

   **Estimated total of Direct Labor Salary Increase**
   
   **$7,871.10**

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)

3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

4. Calculations for anticipated salary escalation must be provided.
**EXHIBIT 10-H1 COST PROPOSAL** Page 3 of 3

**Certification of Direct Costs:**

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
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: Angelia De Pooi
Title: President
Signature: ____________________________
Date of Certification (mm/dd/yyyy): 01/21/2019
Email: adepoii@bargasconsulting.com
Phone Number: 916-993-9218
Address: 3031 F St., Ste. 203 Sacramento, CA 95816

*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:

Bargas Environmental Consulting will be providing biological resource and cultural resource services for CEQA and NEPA environmental review of the Citrus Heights – Electric Greenway 2.9 Mile Bike Path and 5 Master Planned Parks Project.
January 21, 2019
(2018-1008)

Lindsey Van Parys, PE, QSD/P
GHD
943 Reserve Drive, Suite 100
Roseville, CA 95678

Subject: Amended Arborist Survey Budget & Staff Substitution for the Citrus Heights Electric Greenway Project

Dear Ms. Van Parys:

As requested in your January 21, 2019 e-mail, this letter provides additional information regarding (1) an increase in budget for the arborist survey, and (2) a staff substitution on the Citrus Heights Electric Greenway Project (Project).

1. Revised Budget for the Arborist Survey (Task B.1.4)

As modified by Daniel Kehrer’s May 22, 2018 request to reduce scope in order to meet the City’s ATP Grant for Design, the contract between Omni Means and Bargas assumed that “[N]o more than 100 trees will need to be surveyed and document[ed].” Unfortunately, initial fieldwork performed by Bargas has shown that significantly more than 100 trees will require survey and documentation. We understand that GHD is working with the City to find further opportunities for cost savings, including reducing the survey width to 50’ from the centerline of the proposed alignment. In the meantime, Bargas would like to continue with the arborist survey field efforts using the previously-approved arborist report budget so as not to lose time or momentum in this effort. Bargas estimates that the budget will need to increase by $7,534.36 to complete the arborist field work and arborist report (including senior biologist review and GIS mapping to assess previously conducted surveys) as originally scoped. This proposed increase is reflected in the updated scope variance 10-H spreadsheet enclosed with this letter.

The basis for the proposed $7,534.36 increase in budget is as follows:

Staff Name: Krystal Pulsipher
Classification: Staff Biologist
Additional Survey Time: 60 Hours (Approximately 8 days of field work)

Staff Name: Angela DePaoli
Classification: Project Manager
Additional Project Management and Review Time: 4 Hours

Staff Name: Daniel Neal
Classification: Senior Biologist
Additional Review and Report Preparation Time: 20 hours
**GIS/Mapping Costs:** $1,300 from Green Map GIS  
**GPS Rental Costs:** $800  
**Mileage:** $150  
**TOTAL:** $7,534.36

2. **Proposed Staff Substitution: Daniel Neal, JD for Grayson Sandy**

Bargas recently hired Daniel Neal, JD as a Senior Biologist in our Sacramento office. Mr. Neal is an experienced biologist and regulatory specialist, and Bargas proposes substituting him into the Project in place of Grayson Sandy. Mr. Sandy has already billed 151.10 of the 274.60 hours budgeted for him on the Project. This leaves an authorized total of $5,705.70, representing 123.50 hours of Mr. Sandy’s time. Mr. Neal’s bill rate on the Project will be $92.88 per hour, yielding 61.35 hours of work for Mr. Neal within the authorized budget of $5,705.70.

<table>
<thead>
<tr>
<th></th>
<th>Existing</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Name</td>
<td>Grayson Sandy</td>
<td>Daniel Neal, JD</td>
</tr>
<tr>
<td>Billing Classification</td>
<td>Staff Biologist</td>
<td>Senior Biologist</td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$46.20</td>
<td>$92.88</td>
</tr>
<tr>
<td>Remaining Authorized Labor (Hours)</td>
<td>123.50</td>
<td>61.35</td>
</tr>
<tr>
<td>Remaining Authorized Labor Estimate (Cost)</td>
<td>$5,705.70</td>
<td>$5,698.19</td>
</tr>
<tr>
<td><strong>Net Change</strong></td>
<td></td>
<td><strong>-$7.51</strong></td>
</tr>
</tbody>
</table>

This proposed substitution is contained within the updated scope variance 10-H spreadsheet enclosed with this letter.

Please note, that additional mapping will need to be outsourced to Green Maps GIS, whom was not on the original 10-H. We are proposing using some of the printing costs associated with the original 10 H along with the differenc noted above, for an increase to our Subconsultants Costs of $372.32. These changes make no dollar amount shifts in the original approved budget for the project.

Please do not hesitate to call me at 916-541-1385 or e-mail me at adepaoli@bargasconsulting.com if I can provide any additional information on these matters.

Sincerely,

**Bargas Environmental Consulting,**

Angela DePaoli  
Founder and President

Enc: Revised 10-H and 10-H for proposed increases to Arborist Surveys
DATE: February 28, 2019

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

FROM: Amy Van, City Clerk

SUBJECT: Second Reading – Ordinance Amending the Citrus Heights Municipal Code Relating to Adding Planning Commission Member Residency Requirement

Summary and Recommendation

On February 14, 2019, the City Council introduced, read by title only and waived the first full reading of an Ordinance amending Section 2-269 of the Citrus Heights Municipal Code regarding the Composition of the Planning Commission. The purpose of this amendment is to update the Code to add language changes in the composition that require that members of the Planning Commission be residents of the city.

Staff recommends the City Council approve Ordinance No. 2019-002, of the City Council of the City of Citrus Heights, California, Amending Sections 2-269 of the Citrus Heights Municipal Code regarding the Composition of The Planning Commission.

Fiscal Impact

There is no fiscal impact associated with this action.

Attachments

ORDINANCE NO. 2019-__

AN ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING SECTION 2-269 OF THE CITRUS HEIGHTS MUNICIPAL CODE REGARDING THE COMPOSITION OF THE PLANNING COMMISSION

WHEREAS, the City Council has previously established a Planning Commission of which consist of seven members; and

WHEREAS, the Planning Commission is vital to the operation of the city and ensures public engagement in the governmental process. The Commission consists of seven members who are neither officers or employees of the city.

NOW THEREFORE, the City Council of the City of Citrus Heights does ordain as follows:

Section 1. Amendment. Section 2-269 of the Citrus Heights Municipal Code is hereby amended to read as set forth below:

Sec. 2-269. – Composition. The Planning Commission shall consist of seven members who are neither officers nor employees of the city. The members shall be residents of the city.

Section 2. Severability

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

Section 3. Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption, provided it is published in full or in summary within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this 28th day of February, 2019 by the following vote:

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

________________________________________________________
Jeannie Bruins, Mayor

ATTEST:
CITY OF CITRUS HEIGHTS
CITY COUNCIL STAFF REPORT
MEMORANDUM

DATE: February 28, 2019

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

FROM: Rhonda Sherman, Community Services Director
Stuart Hodgkins, City Engineer
Dirk Medema, Associate Civil Engineer/Drainage Engineer

SUBJECT: Highland – Rinconada Drainage Improvements Project
Award of Contract – City PN 30-16-006

Summary and Recommendation

On February 5, 2019, the City opened bids for the Highland – Rinconada Drainage Improvements Project (Project). After evaluating the bids listed below, staff has determined Caggiano General Engineering, Inc. (Caggiano) submitted the lowest responsive and responsible base bid.

The bid proposal documents identified the total Base Bid price as the basis for comparison of the bids and award of a contract. However, the bid package included an Additive Alternate (AA), which provides for reduced localized flooding and drainage problems for residences along Rinconada Avenue. Caggiano’s Base Bid of $956,693.20 was favorable, and sufficient funding is available in the FY 2018/2019 budget to cover the cost of the Base Bid, AA of $125,499.00, a 15% contingency, and construction management and inspection services.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Additive Alternate</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caggiano General Engineering</td>
<td>$956,693.20</td>
<td>$125,499.00</td>
<td>$1,082,192.20</td>
</tr>
<tr>
<td>Lund Construction</td>
<td>$1,081,566.00</td>
<td>$94,537.00</td>
<td>$1,176,103.00</td>
</tr>
<tr>
<td>All-American Construction</td>
<td>$1,133,564.75</td>
<td>$151,380.00</td>
<td>$1,284,944.75</td>
</tr>
<tr>
<td>Central Valley Engineering</td>
<td>$1,383,871.50</td>
<td>$166,100.00</td>
<td>$1,549,971.50</td>
</tr>
<tr>
<td>B&amp;M Builders</td>
<td>$1,650,869.00</td>
<td>$196,085.00</td>
<td>$1,846,954.00</td>
</tr>
</tbody>
</table>

Staff recommends the City Council approve Resolution No. 2019-___, authorizing the City Manager to execute an agreement with Caggiano General Engineering, Inc. in the amount of $1,082,192.20 for the Highland – Rinconada Drainage Improvements Project.
Fiscal Impact

There is no fiscal impact to the 2018/2019 Fiscal Year Budget. Sufficient funds are programmed from the Storm Water Utility Fund (209) to cover the Base Bid, Additive Alternate, a 15% contingency, and construction management and inspection expenses.

Caggiano’s base bid for the Project is $956,693.20 plus an additive alternate amount of $125,499.00 for a total bid amount of $1,082,192.20. This bid is based upon estimated quantities, but the contractor is paid for actual quantity of work completed at the unit bid price, which may require the approval of a change order. Change orders for amounts less than 15% of the total contract price shall require prior written approval of the City Manager. Change orders for amounts equal to or greater than 15% of the total contract price shall require prior written approval of the City Council.

Background and Analysis

On January 25, 2018, staff presented the Neighborhoods 8, 9, and 10 Storm Drainage Master Plan Study (8910 SDMP) to the City Council. The study was the second comprehensive effort toward development of a formal drainage capital improvement program in the City. In November 2011, the City Council received the first drainage capital improvement program; Neighborhoods 6 & 7 Storm Drainage Master Plan Study. The 8910 SDMP provided a prioritized list of projects with estimated implementation costs and construction schedules.

The Project is the 5th on the 8910 SDMP project list and is intended to eliminate localized flooding and drainage problems for residences along Highland Avenue between Mariposa Avenue and Sunrise Boulevard, and reduce localized flooding and drainage problems for residences along Rinconada Avenue. The 8910 SDMP project list was originally ordered prior to being prioritized. The Project will construct curb and gutter, and replace existing under-sized ditches and storm drain system on Highland Avenue with a new larger pipe above the outfall to Arcade Creek near Mariposa Avenue. The Project will also separate the Highland Avenue drainage from the Rinconada Avenue drainage, and construct an additional high flow by-pass pipe and check valves at the Rinconada Avenue outfall to Arcade Creek near Mariposa Avenue.

Bids were received and opened for the Project on February 5, 2019. Five bids were received and after a thorough analysis, staff has determined that Caggiano’s bid of $1,082,192.20 (Base Bid + AA) was the lowest responsive and responsible bid.

Attachments

1. Resolution 2019-____ Authorizing the City Manager to Execute an Agreement with Caggiano General Engineering, Inc. for the Highland – Rinconada Drainage Improvements Project

Printed on Recycled Paper
RESOLUTION NO. 2019-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CAGGIANO GENERAL ENGINEERING, INC FOR CONSTRUCTION OF THE HIGHLAND – RINCONADA DRAINAGE IMPROVEMENTS PROJECT

WHEREAS, the City Council of the City of Citrus Heights, California, wishes to proceed with construction on the Highland – Rinconada Drainage Improvements Project;

WHEREAS, the Project will eliminate drainage deficiencies along residential streets;

WHEREAS, bids for the project were opened on February 5, 2019, and Caggiano General Engineering, Inc. was determined to be the lowest responsive, responsible bidder for the subject project; and

WHEREAS, sufficient stormwater utility funds are programmed in Fiscal Year 2018/2019 to fund the Base Bid and Additive Alternate.

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

(A) The City Council awards the Highland-Rinconada Drainage Improvements Project to Caggiano General Engineering, Inc., which is identified as the lowest responsive and responsible bidder in the February 5, 2019 bid opening.

(B) The City Manager is hereby authorized to execute an agreement with Caggiano General Engineering, Inc. in the amount of $1,082,192.20 (Base Bid and Additive Alternate) for the Highland-Rinconada Drainage Improvements Project, and that a copy of the Agreement is available and on file in the City Clerk’s office and is incorporated herein by reference and made a part of this Resolution.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 28th day of February, 2019 by the following vote, to wit:

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

________________________________________
Jeannie Bruins, Mayor

ATTEST:

________________________________________
Amy Van, City Clerk
DATE: February 28, 2019

TO: Mayor and City Council Members

FROM: Christopher W. Boyd, City Manager
       Katherine Cooley, Assistant to the City Manager

SUBJECT: Public Hearing #1 Regarding the Composition of the City’s Voting Districts Pursuant to Elections Code Section 10010 (a)(1)
          California Voting Rights Act

Summary and Recommendation

On January 10, 2019, the City Council adopted a resolution of intention to transition from at-large to district-based elections. Pursuant to California Elections Code 10010, this is the first of two public hearings to inform the public about the districting process, present options available to the city, and receive community input on the criteria for drawing the boundaries of the voting districts, prior to drafting district map boundary alternatives.

Staff recommends the Council hold the first two public hearings to receive input on the composition and number of voting districts, and request any additional information needed for the public hearing scheduled for March 14, 2019.

Fiscal Impact

There is no fiscal impact associated with this public hearing.

The fiscal impact of the districting process is estimated to be approximately $90,000. This includes the increased, recurring cost of approximately $6,000 from the County Registrar of Voters for conducting a district-based, as opposed to at-large, election and a one-time payment to Shenkman & Hughes capped at a not-to-exceed $30,000 and one-time costs for a demographer to assist with drawing boundaries for the voting districts, estimated at $34,000. There will also be time spent by City staff and the City Attorney on this matter estimated at $20,000.

Background and Analysis

In order to conform with the California Voting Rights Act of 2001 (CVRA) the city will transition to district based elections within a 180 day timeframe in preparation for the 2020
General Election. Pursuant to Elections Code 10010, the city is required to hold at least two public hearings over a period of no more than 30 days before any map or maps of the boundaries for the proposed voting districts are drawn. At the public hearings, the community is invited to provide input regarding the composition of the districts. The City Council will then define the criteria used to create one or more proposed district maps, and present the draft map or maps for public comment and review in two subsequent public hearings.

The City Council will then provide further direction to finalize the map, which will be presented to the City Council for a final vote. The City Council is the final decision-making body on adopting districting boundaries. To ensure a cap of $30,000 on the limitation of the city’s reimbursement to prospective plaintiffs challenging the city’s compliance with 10010 of the Election Code (known as the “limited safe harbor” provision), adoption of the ordinance must occur within a 180 day timeframe.

**Districting Timeline**

The city has scheduled the required public hearings as follows:

<table>
<thead>
<tr>
<th>Hearing</th>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>February 28, 2019</td>
<td>Introduction to the process of drawing district boundaries and taking public testimony regarding appropriate districting criteria and communities of interest</td>
</tr>
<tr>
<td>2</td>
<td>March 14, 2019</td>
<td>Continue to receive public testimony on criteria.</td>
</tr>
<tr>
<td>3</td>
<td>May 23, 2019</td>
<td>Take public testimony on the draft district boundary map or maps provided by the demographer.</td>
</tr>
<tr>
<td>4</td>
<td>June 13, 2019</td>
<td>Review the revised maps or map, take public testimony.</td>
</tr>
<tr>
<td>5</td>
<td>June 27, 2019</td>
<td>Introduce for first reading a district elections ordinance.</td>
</tr>
</tbody>
</table>

**Criteria for Creating District Maps**

Cities must comply with the following legally required criteria under federal law:

1. Each district must have equal populations or “shall be as nearly equal in population as may be,” which is known as the one person, one vote rule. (Elections Code § 21601; Gov. Code § 34884(a)(1); Equal Protection Clause of the U.S. Constitution.)


3. The districting plan must comply with the Federal Voting Rights Act (“FVRA”), which prohibits districts from diluting minority voting rights and encourages a majority-minority district if the minority group is sufficiently large and such a district can be
drawn without race being the predominant factor. *(Bartlett v. Strickland* (2009) 556 U.S. 1.)

Additionally, cities may, but are not required to, give consideration to the following factors: (a) topography, (b) geography, (c) cohesiveness, contiguity, integrity, and compactness of territory, and (d) community of interests of the council districts. *(Elections Code § 21601; Government Code § 34884(a)(1).)* When defining districts, other communities have considered natural and artificial physical/visual boundaries such as major roads/corridors, freeways, creeks, railroad lines, political subdivisions, or other barriers. Community of interests may include school district boundaries, neighborhood boundaries, established homeowner associations (“HOAs”), retail/commercial districts, voting precincts, and public transit stops. Cities may also plan for future growth based on anticipated housing developments.

**Public Outreach**

To increase public awareness of the transition to district elections, the city will be using a variety of public communication channels to engage members of the community. Districting information will be featured on the city’s website and social media channels (e.g., Facebook, Twitter, Nextdoor). The city’s website will be populated with “public participation kits,” and frequently asked districting questions, on or before February 28, 2019. Members of the public can either submit draft maps by drawing on a paper map, or use the excel kit that automatically calculates district population numbers based on entries into the electronic worksheet. City staff will be available for assistance and questions throughout the process.

**Next Steps**

The next public hearing to receive and consider further input from the public concerning the composition of voting districts is scheduled for March 14, 2019. The public is encouraged to provide input via emails to cityclerk@citrusheights.net, or via “public participation kits” available for download on the City’s website on February 28, 2019. Input may also be dropped off at City Hall. Input must be received by March 4, 2019, for consideration for the next public hearing scheduled for March 14, 2019.
DATE: February 28, 2019

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

FROM: Ronda Rivera, Assistant City Manager
      Monica Alejandrez, Human Resources Manager
      Sharon Neilson, Senior Management Analyst

SUBJECT: Second Reading – Ordinance Amending Contract between the Board of Administration of the California Public Employees’ Retirement System and the City Council of the City of Citrus Heights

Summary and Recommendation

On January 24, 2019, the City Council introduced, read by title only, and waived the first full reading of an Ordinance adopting an amendment to the contract between the Board of Administration of the California Public Employees’ Retirement System and the City Council of the City of Citrus Heights.

Staff recommends that the Council approve Ordinance No. 2019-___, an Ordinance adopting an amendment to the contract between the Board of Administration of the California Public Employees’ Retirement System and the City Council of the City of Citrus Heights.

Fiscal Impact

There is no fiscal impact.

Background

The City conducted an election process in accordance with regulations of the California Public Employees’ Retirement System. The City Clerk opened ballots at the conclusion of the election period and has certified the election results. Affected employees voted unanimously to adopt the amendment to the contract.
Subject: Ordinance Amending the Contract between the Board of Administration of the California Public Employee’s Retirement System and the City Council of the City of Citrus Heights
Date: February 23, 2019
Page 2 of 2

Attachments
1. Ordinance No. 2019-____, An Amendment to the Contract between the Board of Administration of the California Public Employees’ Retirement System and the City Council of the City of Citrus Heights
   a. Exhibit: Amendment to Contract
2. Certification of Final Action of Governing Body
ORDINANCE NO. 2019-___


The City Council of the City of Citrus Heights does ordain as follows:

SECTION 1. Amendment. That an amendment to the contract between the City Council of the City of Citrus Heights and the Board of Administration California Public Employees’ Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2. Authorization. The Mayor of the City Council of the City of Citrus Heights is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 5. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption, provided it is published in full or in summary within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this 28th day of February, 2019 by the following vote:

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

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk

Exhibit: Amendment to Contract
AMENDMENT TO CONTRACT
Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Citrus Heights


A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective August 14, 2011, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to August 14, 2011, age 55 for classic local safety members entering membership for the first time in the safety classification after August 14, 2011, and age 57 for new local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after October 16, 1999 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:

(a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

(b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

(c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

a. Local Fire Fighters (herein referred to as local safety members);

b. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

a. **FIREFIGHTERS.**
6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after March 16, 2004 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after March 16, 2004 and not entering membership for the first time in the miscellaneous classification after August 14, 2011 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after August 14, 2011 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).

10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to August 14, 2011 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

11. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership in the safety classification after August 14, 2011 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).

13. Public Agency elected and elects to be subject to the following optional provisions:

   a. Section 20042 (One Year Final Compensation) for classic local miscellaneous members and classic local safety members entering membership on or prior to August 14, 2011).

   b. Section 21024 (Military Service Credit as Public Service) for local miscellaneous members.
c. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local miscellaneous members.

d. Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after August 14, 2011. Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local safety members entering membership for the first time with this agency in the safety classification after August 14, 2011.

e. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 3% for classic local police members in the Citrus Heights Police Officers Association and 3% for classic local police members in the Unrepresented Safety group.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

15. Public Agency shall also contribute to said Retirement System as follows:

a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of ________________, ______

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF CITRUS HEIGHTS

BY
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY
PRESIDING OFFICER

Witness Date

Attest:

Clerk

AMENDMENT CalPERS ID #5727496281
PERS-CON-702A
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Pension Contract Management Services & Prefunding Programs
P.O. Box 942703
Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377)

CERTIFICATION
OF
FINAL ACTION OF GOVERNING BODY

I hereby certify that the ___________________________ of the
(governing body)

__________________________
(public agency)

considered and adopted on ____________, ______ by an affirmative vote of a
(date)

majority of the members of said Governing Body, Ordinance / Resolution No. _______
approving the attached contractual agreement between the Governing Body of said Agency
and the Board of Administration of the California Public Employees' Retirement System, a
certified copy of said Ordinance / Resolution in the form furnished by said Board of
Administration being attached hereto.

Adoption of the retirement benefit increase/change was not placed on the consent
calendar.

__________________________
Clerk/Secretary

__________________________
Title

Date______________

PERS-CON-5 (Rev. 8/1/2016)