



2025 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT
SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY
October 14, 2025



CITY OF LINCOLN 2025 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY October 14, 2025

AS A COURTESY, PLEASE TURN OFF ALL CELL PHONES & ELECTRONIC DEVICES DURING THE MEETING

-COUNCIL MEETING AGENDA-

6:00 PM

Mayor Holly Andreatta

Mayor Pro Tem Ben Brown Councilmember Whitney Eklund
Councilmember Richard Pearl Councilmember John Reedy

City Hall (Extremely Limited Seating Capacity)
3rd Floor Council Chambers
600 Sixth Street
Lincoln, CA 95648

or attend via

ZOOM

register by using this link:

https://us06web.zoom.us/webinar/register/WN_BuE0s3EcQD-zsbFvqlr9eQ

or participate by calling US: +1 (669) 900-6833

use ID #867 6709 0429

and use *9 to raise hand to speak

EXECUTIVE TEAM

Sean Scully, City Manager	Kristine Mollenkopf, City Attorney
Nita Wracker, Asst. City Manager / Finance Director	Matt Alves, Police Chief
Jennifer Brown, Chief Innovation & Tech. Officer	Vin Cay, City Engineer
Erin Frye, Econ. Dev. & Communication Specialist	Kathryn Hunt, Library Services Director
Hope Ithurnburn, City Clerk	Matthew Medill, Public Works Director
Veronica Rodriguez, Human Resources Director	Anthony Mejia, Fire Chief

MISSION STATEMENT: To provide the highest level of service responsive to our community's expectations and to enhance the quality of life and economic vitality.

THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST WITH PUBLIC PARTICIPATION:

Americans with Disabilities Act (ADA): In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (916) 434-2490. The meeting room is wheelchair accessible and disabled parking is available. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Availability: The main posting location of the City Council Agenda pursuant to the Brown Act, Government Code § 54954.2(a) is on the public kiosk outside the entrance of City Hall, 600 6th Street, Lincoln, California. City Council Agenda Packets are available for review at the City Clerk's Office, 600 6th Street, Lincoln, California, and "Live and Archived" meetings, minutes and videos are available on the City's website at www.Lincolncalifornia.gov. City Council Meetings are televised live 6:00PM on Cable channel 18.

Public Input: Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker card to City staff. Speaker cards are available near the entrance of the meeting location. Persons wishing to address the City Council on an item appearing on this agenda will be called upon at the appropriate time during the item's consideration. Persons wishing to address the City Council on an item not appearing on the agenda will be called upon during "Public Comment on Non-Agenda Items." In either case, please stand to be recognized by the Mayor when your name is called. Please note: comments from the audience without coming to the podium may be disregarded or ruled out of order. All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. All comments or questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda, but may engage in brief discussion, provide direction to City staff, or schedule items for future meetings.

Special Meeting Public Input: Only issues listed on a special meeting agenda may be addressed pursuant to the Brown Act's regulation of Special Meetings.

Consent Agenda: All matters on the Consent Agenda are considered routine business and will be enacted by one motion. There will be no separate discussion of these items unless a member of the City Council requests a specific item be removed from the Consent Agenda for separate action. Any items removed will be considered after the remainder of the Consent Agenda.

Judicial Review: Pursuant to applicable laws and regulations, including without limitation, California Government Code § 65009 and/or California Public Resources Code § 21177, if you wish to challenge in court any of the decisions made by the City Council, including any action regarding planning, zoning or environmental decisions, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **AGENDA MODIFICATIONS**

5. **PRESENTATIONS**

5.A **Police Department Staffing and Organizational Assessment Presented by AP Triton (Chief Matt Alves)**

- 6. PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COUNCIL** **All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. All comments or questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda, but may engage in brief discussion, provide direction to City staff, or schedule items for future meetings.*
- 7. CONSENT**
- 7.A Approval of Meeting Minutes of the September 23, 2025 Regular City Council Meeting. (Hope Ithurnburn)
- 7.B Downtown Lincoln Master Plan Engagement - Professional Service Contract and Budget Augmentation. (Efren Sanchez)
- 7.C McBean Park Drive Bridge Project (CIP 353) Contract Amendment No. 10 for Engineering Design Services. (Araceli Cazarez)
- 7.D Adopt a Resolution Approving the Notice of Completion for H, I, and J Street Water Distribution Rehabilitation Project, CIP 485 and Authorizing the City Clerk to File the NOC with the Placer County Recorder's Office. (Araceli Cazarez)
- 7.E Placer County Transportation Planning Agency Annual Unmet Transit Needs Assessment Process and Available Survey Through October 31st. (Matthew Medill)
- 7.F Procurement of a Wachs Valve Maintenance Trailer. (Matthew Medill)
- 7.G Adopt a Resolution Appointing Nita Wracker, Assistant City Manager (or designee), as the City of Lincoln's Real Property Negotiator Relative to the Acquisition of a Section of Real Property Located at 351 Oak Tree Lane, Lincoln, California, known as Assessor's Parcel Number 021-274-061 to be Utilized as Easements for Public Road, Public Utilities and Landscaping Purposes (Right-of-Way Easements) Necessary for Development and Continued Buildout of Village 1 Infrastructure. (Nita Wracker)
- 7.H Adopt a Resolution Authorizing the City Manager to extend the Landscape Services Agreement with Cagwin and Dorward, LLC for the final three-year term, ending June 30, 2028, total fees for services shall not exceed \$1,673,00 and a budget augmentation with funding for existing and all new infrastructure will be provided through Community Facilities District (CFD) 2018-1 (Fund 285) for a total of \$714,000. (Matthew Medill)
- 7.I Execute Construction Contract for McBean Pool Resurfacing Capital Improvement Project (CIP) 703 and authorize a budget augmentation in the amount of \$109,510 from the unencumbered balance of Fund 2850 and 2870. (Jonnelyn Espartero)
- 7.J Adopt a Resolution Authorizing the City Manager to Donate a Surplus Vehicle to LincolnCACares. (Matthew Medill/Kristine Mollenkopf)
- 7.K Adopt a Resolution Adopting a Policy Regarding the Display of Flags on City-owned Properties. (Sean Scully)
- 7.L Adopt a Resolution Approving a Community Bike Park at Foskett Park and Authorizing the City Manager to take all necessary actions to enter into a License agreement

with the Lincoln Bike Park, a 501 (c)(3). (Sean Scully)

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9.A [Downtown Master Plan Update Discussion. \(Efren Sanchez\)](#)

10. CITY MANAGER REPORTS

11. COUNCIL INITIATED BUSINESS

12. COMMITTEE REPORTS

13. INFORMATION ITEMS

14. ADJOURNMENT

NOTE: *Materials related to an item on this Agenda submitted to the Council/Redevelopment Successor Agency after distribution of the agenda packet are available for public inspection in the City Clerk's office at 600 Sixth Street, Lincoln, CA during normal business hours. Such documents are also available on the City of Lincoln's website at <https://www.lincolncalifornia.gov/> subject to staff's availability to post the documents before the meeting.*

In compliance with the American with Disabilities Act, the City will provide special assistance for disabled members of the public. The meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need a disability-related modification or accommodation to participate in the meeting, please contact the City Clerk's Office at (916) 434-2490. As a courtesy, please make every effort to inform the Clerk of your needs at least 24 hours prior to the meeting so the City may make reasonable arrangements to ensure accessibility to this meeting.

Pursuant to applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (including any action regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

Levine Act Provisions -- The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Lincoln that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officer totaling more than \$500 within the 12 months before the City decision. This includes contributions to Councilmembers, Planning Commissioners and members of other City boards and commissions.



STAFF REPORT

Item Number 5.A

SUBJECT:	Police Department Staffing and Organizational Assessment Presented by AP Triton (Chief Matt Alves)
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Manager's Office
DATE:	October 14, 2025



STAFF REPORT

Item Number 7.A

SUBJECT: Approval of Meeting Minutes of the September 23, 2025
Regular City Council Meeting. (Hope Ithurburn)

SUBMITTED BY: City Clerk

DEPARTMENT: City Manager's Office

DATE: October 14, 2025

BACKGROUND/INTRODUCTION:

ATTACHMENTS:

[1.DRAFT - MEETING MINUTES, 9.23.2025.docx](#)



**MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Regular Meeting
September 23, 2025**

OPEN SESSION MEETING

The meeting was conducted in person at City Hall, 600 6th Street, Lincoln, CA, and virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18.

1. CALL TO ORDER by Mayor Andreatta at 6:02 PM.

2. ROLL CALL: Councilmembers present: Mayor Holly Andreatta
Ben Brown
Richard Pearl
John Reedy

Councilmembers absent: Whitney Eklund

3. PLEDGE OF ALLEGIANCE – led by City Treasurer Greg Kevin.

4. AGENDA MODIFICATIONS – None.

5. PRESENTATIONS – None.

**6. PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER
JURISDICTION OF THE COUNCIL**

The following provided public comment:

Stan Nadar, Lincoln resident
Byron Chapman, Lincoln resident
Fran Neves, Lincoln resident (via Zoom)

Seeing no further public comments, Mayor Andreatta closed public comment.

7. CONSENT

Mayor Andreatta asked if any members of the City Council or staff would like to pull any items from the consent agenda; none were pulled.

7.A **Approval of Meeting Minutes** of September 9, 2025 Regular City Council meeting.

7.B Adopt **RESOLUTION 2025-139** Authorizing Issuance of a Response to the Placer County Grand Jury (PCGJ) 2024-25 Report Titled "Human Trafficking: An Unseen Crime."

7.C Adopt **RESOLUTION 2025-140** Augmenting Revenue and Expense Accounts for FY 25-26 to Reflect the \$15,840 Grant Award Received by the Library for the Zip Book Program.

7.D Adopt **ORDINANCE 1099B** Adopting Amendments to Lincoln Municipal Code Chapter 18.37 (Accessory Dwelling Units) and Related Sections of Title 18 (Zoning) as Recommended by the California Department of Housing and Community Development (HCD).



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7.E Adopt **RESOLUTION 2025-141** Accepting a Notice of Completion for Industrial Avenue Repair, CIP 652.

7.F Adopt **RESOLUTION 2025-142** Accepting a Notice of Completion for Senior Center Meal Pick-Up Area Project, CIP 237 & 238.

7.G Adopt **RESOLUTION 2025-143** Authorizing the Removal of a Stop Sign on Flightline Drive.

7.H Adopt **RESOLUTION 2025-144** Authorizing the City Manager to Execute Fleet Vehicle Lease Agreements for Police and Public Works.

Seeing no public comments, Mayor Andreatta called for a motion of approval for the items. Councilmember Pearl motioned to approve, motion was seconded by Councilmember Reedy. Passed by the following roll call vote:

Ayes: Andreatta, Brown, Pearl, Reedy
Noes: None
Absent: Eklund
Abstain: None

8. PUBLIC HEARINGS

8.A Waive Full Reading, and introduce by Title Only an **ORDINANCE** Adopting the 2025 California Green Code, Administrative, Building, Fire, Plumbing, Mechanical, Electrical, Energy, Residential, Existing Building Code, and Related Construction Codes (LMC Title 15-Building and Construction) as applicable to all construction within the City of Lincoln.

Will Foote, Chief Building Official presented to Council. Mayor Andreatta opened the discussion regarding the agenda item with the following providing public comments:

Byron Chapman, Lincoln resident

Seeing no further public comments, Mayor Andreatta called for a motion of approval for the items. Mayor Pro Tem Brown motioned to approve, motion was seconded by Councilmember Reedy. Passed by the following roll call vote:

Ayes: Andreatta, Brown, Pearl, Reedy
Noes: None
Absent: Eklund
Abstain: None

8.B Receive a Report on the City of Lincoln Zoning Code Update Pre-Study – Discussion and Direction.

Chris Nelson, Environmental Service Manager presented to Council with a brief discussion following. Mayor Andreatta opened the discussion. Seeing no public comments, Mayor Andreatta closed the discussion with City Attorney Mollenkopf providing additional comments.

9. GENERAL BUSINESS



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9.A Adopt **RESOLUTION 2025-145** Accepting the Fire Master Plan Study Prepared by AP Triton as a Guiding Document for Fire Department Operations, Staffing, and Future Station Planning.

Fire Chief Mejia introduced the agenda item and Frank Blackney of AP Triton who presented to Council with a lengthy discussion following.

Mayor Andreatta opened the discussion regarding the agenda item with the following providing public comments:

Stan Nader, Lincoln resident

Seeing no additional public comments, Mayor Andreatta called for a motion of approval for the items. Councilmember Reedy motioned to approve, motion was seconded by Mayor Pro Tem Brown. Passed by the following roll call vote:

Ayes: Andreatta, Brown, Pearl, Reedy
Noes: None
Absent: Eklund
Abstain: None

9.B Receive a Report on the City of Lincoln Zoning Code Update Pre-Study – Discussion and Direction.

Mikaela Noble, Associate Planner introduced the agenda item and Cecilia Kim of Opticos who presented to Council. Staff provided additional comments with a brief discussion following.

Mayor Pro Tem Brown left the dais at 7:11pm and returned at 7:14pm.

Mayor Andreatta opened the discussion regarding the agenda item. Seeing no public comment, Mayor Andreatta closed public comment and provided direction to staff.

9.C Adopt **RESOLUTION 2025-146** Authorizing a Memorandum of Understanding (MOU) between the Economic Development Department and the Lincoln Clay Art Center Non-Profit in an Amount not to Exceed \$275,000 for Building Upgrades to the Carnegie Library Building.

Sean Scully, City Manager introduced the agenda item with David Riccitiello of the City's Economic Development Committee also providing comments. Member Riccitiello introduced Bill Blake of AMS Planning and Research who presented to Council with a lengthy discussion following.

Mayor Andreatta opened the discussion regarding the agenda item. Seeing no public comment, Mayor Andreatta called for a motion of approval for the items. Councilmember Reedy motioned to approve, motion was seconded by Councilmember Pearl. Passed by the following roll call vote:

Ayes: Andreatta, Brown, Pearl, Reedy



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Noes: None
Absent: Eklund
Abstain: None

9.D Establishment of Lincoln Staff Leadership Training Program Discussion and Direction.

Sean Scully, City Manager presented to Council with a lengthy discussion following. Mayor Andreatta opened the discussion regarding the agenda item with no public comment, Council provided direction to staff.

10. CITY MANAGER REPORTS

City Manager Scully promoted the upcoming Senior Health Fair event, the Mayor's Cup Golf Tournament fundraising event and the 100-year Anniversary of McBean Pool event.

11. COUNCIL INITIATED BUSINESS

None.

12. COMMITTEE REPORTS

Councilmember Pearl reported on a recently attended Pioneer Community Energy board meeting. Councilmember Reedy reported on a recently attended Western Placer Waste Management Authority (WMPMA) board meeting, a Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA) board meeting, a Placer County Economic Development board meeting. Mayor Andreatta reported on a recently attended LiSWA and Sacramento Area Council of Government (SACOG) board meeting held at Bishop's Pumpkin Farm.

13. INFORMATION ITEMS

Mayor Andreatta promoted the upcoming State of the City event scheduled for October 30th. Mayor Pro Tem Brown promoted the annual Auburn Ravine City, Parks, and Alleyways Clean-up Day event.

14. ADJOURNMENT

Mayor Andreatta adjourned the meeting at 8:44pm.

Respectfully submitted by Hope Ithurnburn, City Clerk

Hope Ithurnburn, City Clerk





STAFF REPORT

Item Number 7.B

SUBJECT: Downtown Lincoln Master Plan Engagement - Professional Service Contract and Budget Augmentation. (Efren Sanchez)

SUBMITTED BY: Efren Sanchez

DEPARTMENT: Community Development

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff recommends City Council adopt a resolution to:

1. Accept grant funding in the amount of \$374,931 from Sacramento Area of Council of Governments' (SACOG) Engage, Empower, Implement (EEI) Regional Funding Program through California Department of Transportation (Caltrans);
2. Authorize a budget augmentation of revenue and expenses in the same grant amount;
3. Authorize the City Manager or designee to execute a contract for professional services with Drago Vantage, LLC for the Downtown Lincoln Master Plan Engagement in the amount of \$125,410; and
4. Authorize the City Manager or designee to execute a contract with Lincoln Area Chamber of Commerce not to exceed \$197,600.

BACKGROUND/INTRODUCTION:

On August 9, 2024, the City of Lincoln, in partnership with the Lincoln Area Chamber of Commerce (Chamber), submitted a joint grant application to the Sacramento Area Council of Governments' (SACOG) new \$3.8 million Engage, Empower, Implement (EEI) Regional Funding Program. This funding source was only open to partnerships between local government entities and community-based organizations (CBOs) for community-based planning and pre-construction project development activities in the six-county greater Sacramento region, with a specific focus on meaningful community engagement in disinvested communities. Originally, the City of Lincoln had envisioned using this additional funding source to pay for the Charrette Events of the Downtown Master Plan; however, the funding source and SACOG's selection of grant recipients did not align with staff's original plan. SACOG did not select the City's Downtown Lincoln Master Plan Engagement project as an award recipient.

In April 2025, SACOG notified City Staff that one of their previous EEI awardees was no longer able to receive their grant award. Making the City of Lincoln's partnership application with the Chamber, "Downtown Lincoln Master Plan Engagement" the first project on the contingency list. Staff met with SACOG to discuss whether the City would be interested in pursuing this grant opportunity. Staff then proceeded with revising the scope of work to

demonstrate how the additional funding could be used for the Downtown Master Plan. The updated EEI grant scope of work for Downtown Lincoln Master Plan Engagement was reviewed and accepted by SACOG.

On May 5, 2025, the City of Lincoln was awarded an EEI grant award for \$374,931 (Attachment 2). The City of Lincoln, in partnership with the Chamber, was selected to implement this grant to support meaningful community engagement in the Downtown Master Plan and Objective Design and Development Standards project. The updated scope of work included dividing up the \$374,931 grant award as follows: City would obtain \$51,921 (14%), Professional Service Consultant would obtain \$125,410 (33%), and the CBO – Chamber would obtain \$197,600 (53%) to carry out the Downtown Lincoln Master Plan Engagement.

In May 2025, staff worked with Caltrans to add the Downtown Lincoln Master Plan Engagement project to the Metropolitan Transportation Improvement Program (MTIP). During this process, staff learned about the complexities of federally funded contracts and the associated procurement requirements. For example, under SACOG’s EEI Program, the selected consultant must comply with all applicable federal, state, and local regulations, including requirements related to Disadvantaged Business Enterprise (DBE) participation in the contract.

In June 2025, City staff established a Disadvantaged Business Enterprise (DBE) goal of 16.7% for the Downtown Lincoln Master Plan Engagement project using Caltrans’ DBE calculation spreadsheet. To meet this goal, the City must either engage certified DBE firms or demonstrate a Good Faith Effort to do so. Proposers must either be a certified DBE firm or include certified DBE participation for at least 16.7% of the total contract amount.

In July 2025, after additional coordination with Caltrans and SACOG, staff was given the okay to move forward with developing the Request for Proposals (RFP) for the Downtown Lincoln Master Plan Engagement project. Caltrans was able to confirm the DBE goal requirement for this contract; therefore, staff worked on developing the RFP.

FINDINGS/ANALYSIS:

Professional Services – Request for Proposals (RFP):

On August 4, 2025, staff released the request for proposals (RFP) for professional services for the Downtown Lincoln Master Plan Engagement (Attachment 3). The request was published on PlanetBids and the City’s website with proposals due September 5, 2025. Notices were sent out to consultant firms and a newspaper ad was published in the Lincoln News Messenger. The following firm submitted a proposal in response to the RFP: Drago Vantage, LLC. The proposals were reviewed by three city staff including the Interim Community Development Director, Planning Manager, and Senior Planner. The selection criteria were outlined in the RFP and consisted of the following metrics:

- Project understanding (40 points)
- Overall quality of the technical proposal (10 points)
- Quality of Staff (20 points)
- Relevant Experience and technical competence (30 points)

Table 1: Reviewer Scores (Based on 100 points total per reviewer)

	Reviewer #1	Review #2	Reviewer #3	Total	Ranking
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Dragos	95	90	98	283	1
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The review panel ranked Dragos Vantage, LLC highly, based on their demonstrated understanding and experience on other engagement plans. The proposal showed a thoughtful and detailed work plan specific to the City's request for proposals. Other considerations included experience of the individual project managers and their demonstrated ability to manage similar projects.

Contract with Lincoln Area Chamber of Commerce:

The City of Lincoln will enter into a partnership with the Lincoln Area Chamber of Commerce (Chamber) towards implementing the Downtown Lincoln Master Plan Engagement project. The project is grant funded under the EEI Regional Funding Program. Staff will enter into a separate contract agreement with the Chamber specifying the grant funding allocation, which shall not exceed \$197,600. This separate contract will include the roles and responsibilities of the Chamber as they relate to the project's scope of work and team structure. The chamber will be responsible for overseeing the project implementation and engagement coordination. The City will provide logistical support, venues, and access to planning resources. The selected consultant will conduct outreach activities per the defined scope and collaborate with Opticos Design, Inc, who is the main consultant on the Downtown Master Plan project.

ENVIRONMENTAL REVIEW:

This Resolution is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378. Even if this Resolution were subject to CEQA, the City Council finds this Resolution exempt from the requirements of CEQA pursuant to 14 C.C.R. § 15061(b)(3), because there is no possibility it will have a significant effect on the environment.

FISCAL IMPACT:

The total award of \$374,931 is a reimbursable fund from SACOG via an agreement between SACOG and California Department of Transportation (Caltrans). Staff is requesting budget augmentation to revenue and expenses in the following amounts for the received grant:

- \$374,931 in Fund 2480

Partnership	Fund Allocations	Percentage %
City of Lincoln	\$51,921	14%
Selected Consultant	\$125,410	33%
Lincoln Area Chamber of Commerce (CBO)	\$197,600	53%
Total:	\$374,931	100%

ATTACHMENTS:

[Attachment 1_Resolution 2025-XX.docx](#)

[Attachment 2_EEI Awards Letter_City of Lincoln.pdf](#)

[Attachment 3_RFP Downtown Master Plan Engagement.pdf](#)

RESOLUTION 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE ACCEPTANCE OF SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG) GRANT FUNDING IN THE AMOUNT OF \$374,931; AUTHORIZING A BUDGET AUGMENTATION OF REVENUE AND EXPENSES IN THE SAME AMOUNT; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACTS FOR PROFESSIONAL SERVICES RELATED TO THE DOWNTOWN LINCOLN MASTER PLAN ENGAGEMENT PROJECT

WHEREAS, the City of Lincoln, in partnership with the Lincoln Area Chamber of Commerce (Chamber), submitted a joint grant application to the Sacramento Area Council of Governments' (SACOG) \$3.8 million Engage, Empower, Implement (EEI) Regional Funding Program. This funding source was only open to partnerships between local government entities and community-based organizations (CBOs) for community-based planning and pre-construction project development activities in the six-county greater Sacramento region, with a specific focus on meaningful community engagement in disinvested communities; and

WHEREAS, the City of Lincoln has been awarded grant funding in the amount of \$374,931 from SACOG through California Department of Transportation (Caltrans) to support the Downtown Lincoln Master Plan Engagement Project; and

WHEREAS, it is necessary to augment the City's budget to reflect the grant revenue and corresponding expenditures in the amount of \$374,931; and

WHEREAS, the City desires to enter into a professional service agreement with Drago Vantage, LLC in the amount of \$125,410 to support the implementation of the Downtown Lincoln Master Plan Engagement Project; and

WHEREAS, the City also desires to enter into a contract with the Chamber in an amount not to exceed \$197,600 to further support project engagement activities;

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln hereby:

- a. Authorizes the acceptance of SACOG grant funding in the amount of \$374,931;
- b. Approves a budget augmentation of revenue and expenses in the amount of \$374,931;
- c. Authorize the City Manager or designee to execute a contract for professional services with Drago Vantage, LLC in the amount of \$125,410; and

- d. Authorize the City Manager or designed to execute a contract with the Lincoln Area Chamber of Commerce in an amount not to exceed \$197,600.

Section 2. The City Council additionally finds these actions are exempt from the California Environmental Quality Act (“CEQA”), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378. Even if these actions were subject to CEQA, this resolution is exempt from the requirements of CEQA pursuant to 14 C.C.R. § 15061(b)(3), because there is no possibility it will have a significant effect on the environment.

PASSED AND ADOPTED this 14th day of October, 2025 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

May 5, 2025

Nita Wracker
Community Development Director
City of Lincoln
600 6th Street
Lincoln, CA 95648

Ms. Wracker:

We are pleased to share that the City of Lincoln has been awarded an Engage, Empower, Implement (EEI) grant award for \$394,931. The City of Lincoln has been selected along with their community-based organization partner, Lincoln Area Chamber of Commerce, to implement this grant for meaningful community engagement in the Downtown Master Plan & Objective Design and Development Standards project.

SACOG staff will work with city staff to complete the required grant paperwork, including a Request for Authorization with Caltrans. The City of Lincoln will receive \$374,931 in federal funds through Caltrans to administer to their CBO partner and any consultants, as listed in the project scope of work. The Lincoln Area Chamber of Commerce will receive \$20,000 in SACOG Managed Funds to support their initial work on the project. Together, these funding sources make up the total grant award amount of \$394,931. Upon completion and submission of the required forms, a notice to proceed from Caltrans, and completion of a subrecipient agreement between the City of Lincoln and the Lincoln Chamber of Commerce, city staff will be able to implement the EEI grant through 2027.

Congratulations and we look forward to this continued work together.

Sincerely,



Kristina Svensk
Director of Transportation



**INVITATION TO SUBMIT A PROPOSAL
TO PROVIDE PLANNING AND
ENVIRONMENTAL CONSULTING
SERVICES FOR**

**DOWNTOWN LINCOLN MASTER
PLAN ENGAGEMENT**

RFP # TBD

CLOSING DATE FOR RECEIVING PROPOSALS:

September 5, 2025 @ 2:00 PM

SUBMIT PROPOSALS VIA PLANET BIDS:

Questions regarding this RFP may be directed to the Project Manager – Efren Sanchez, via email at efren.sanchez@lincolncalifornia.gov; **NO LATER THAN August 27, 2025 by 2:00 p.m. PST.**



CITY OF LINCOLN REQUEST FOR PROPOSALS – Downtown Lincoln Master Plan Engagement

I. PROJECT OVERVIEW

The City of Lincoln invites proposals from qualified planning and environmental consulting firms (Consultant) to develop and implement an engagement strategy supporting the **Downtown Master Plan and Objective Design and Development Standards (DMP+ODDS)** project (Exhibit A). The goal is to enhance public engagement, specifically among disadvantaged and historically underrepresented stakeholders through community-based outreach and strategic coordination. This engagement effort is a critical component of the City's alignment with the Sacramento Area Council of Governments (SACOG) Green Means Go initiative, which promotes infill development, affordable housing, sustainable transportation options, greenhouse gas (GHG) emissions, and revitalizing existing communities. The outreach efforts of this scope would supplement those of the DMP+ODDS to foster a more inclusive planning process and ensure that all community segments, including those historically not involved in such planning efforts, have a voice in the decision-making process.

II. PROJECT BACKGROUND

The City of Lincoln, in collaboration with Opticos Design, Inc. (lead consultant for DMP+ODDS), is advancing a Downtown planning effort designed to reshape the area into a more vibrant, equitable, and sustainable place. This planning process will benefit from focused outreach strategies to ensure active participation from disadvantaged communities within the approximately 10-square-mile Downtown Lincoln project area (see Exhibit B). The City has secured \$374,931 through SACOG's Engage, Empower, Implement (EEI) Regional Funding Program. **The selected Consultant will receive up to 33% of these funds, not to exceed \$125,410, for services defined in this RFP.** The engagement strategy must be designed to:

- Ensure disadvantaged residents are well informed and involved during the DMP+ODDS project.
- Amplify underrepresented voices.
- Build lasting trust and community relationships.
- Foster a strong sense of ownership in community decision-making and outcomes of the DMP + ODDS project.

III. TEAM STRUCTURE

- **Community Based Organization (CBO): Lincoln Area Chamber of Commerce** (Chamber) will oversee project implementation and engagement coordination.
- **City of Lincoln (City)** will provide logistical support, venues, and access to planning resources.
- **Selected Consultant:** Will conduct outreach activities per the defined scope and collaborate with Opticos Design, Inc.

IV. PROJECT DESCRIPTION

The proposed Downtown Lincoln Engagement Plan involves expanding the outreach efforts for the DMP+ODDS project to engage disadvantaged stakeholders actively in upcoming

planning efforts. The DMP+ODDS project aligns with SACOG's Green Means Go program to accelerate infill development and provide affordable housing and transportation options, lowering greenhouse gas emissions and revitalizing existing communities. The outreach efforts of this scope would supplement those of the DMP+ODDS to foster a more inclusive planning process and ensure that all community segments, including those historically not involved in such planning efforts, have a voice in the decision-making process.

The consultant will lead and implement the following tasks in collaboration with Opticos Design, Inc:

Task 1: Pre-Engagement

The primary goal of Task 1, Pre-Engagement, is to identify and connect with the segment(s) of the community that have historically not been involved in planning efforts like the Lincoln Downtown Master Plan and ODDS (DMP+ODDS). While the City of Lincoln does not have a minority-based organization, the Lincoln Area Chamber of Commerce (LACC) has a proven track record of connecting with and supporting disadvantaged businesses and residents in the downtown district through grant program assistance and code/ordinance advocacy.

1.1 Review background plans and related documents

LACC, in coordination with the City and Consultant, will review the following materials to prepare a draft list of local organizations engaged with the disadvantaged community within and around the Downtown project area.

- Inventory of current contacts and partnerships
- Documentation of known outreach and historical needs

1.2 Conduct initial outreach to establish community presence

LACC will conduct a door-to-door outreach effort to contact the local organizations identified in Task 1.1 in person. LACC, with the support of the Consultant, will prepare and distribute a small token of appreciation, such as a gift card or promotional item, for their time and willingness to speak with LACC. This task aims to establish rapport and trust with the disadvantaged community, such as non-English speakers and the homeless, and further identify community partners and trusted messengers within this community.

1.3 Working Session 1: Facilitate a working session with community partners and trusted messengers

LACC, with support from the City and Consultant, will lead a roundtable meeting with identified community partners and trusted messengers to collaborate on an engagement strategy, including:

- Identify non-English languages and the need for interpretation and translation
- Identify geographic areas to distribute notifications and preferred methods of notification
- Identify potential locations for meetings that are familiar and convenient to the disadvantaged communities

- Identify other community organizations and businesses as partners (e.g., Lighthouse Family Resource, Salt Mine, etc.)

Task 1 Deliverables:

- Contact list of local organizations, businesses, community partners, and trusted messengers
- Meeting agenda and summary notes from Working Session 1

Task 2: Engagement Strategy

2.1 Prepare a Draft Engagement Strategy

LACC, in coordination with the City and Consultant, will develop an engagement strategy based on information gleaned from initial outreach and Working Session 1 with community partners and trusted messengers. The engagement strategy will take into consideration the project schedule for the DMP and align engagement opportunities for the disadvantaged community with key milestones in the planning process. Currently, four future engagement opportunities are identified for the DMP+ODDS.

2.2 Facilitate Working Session 2 to review the draft

LACC, with support from the City and Consultant, will lead a roundtable meeting to review the draft engagement strategy with community partners and trusted messengers. This will be an opportunity to receive feedback on the engagement strategy from the community partners and trusted messengers so that the strategy successfully reaches all segments of the community and the project receives meaningful input.

2.3 Finalize the Engagement Strategy incorporating feedback

LACC, in coordination with the City and Consultant, will refine the engagement strategy based on feedback and input from Working Session 2 with community partners and trusted messengers. This final engagement strategy is intended to be a living document and may be revised and updated throughout the project process to adopt to the needs of the disadvantaged community and the DMP+ODDS project.

Task 2 Deliverables:

- Draft and final engagement strategy
- Meeting agenda and summary notes from Working Session 2

Task 3: Implementation of Engagement Strategy

3.1 Assist Chamber in launching/maintaining a project webpage

LACC will create a webpage that describes the DMP+ODDS project and directs webpage visitors to the main project webpage on the City's website. The webpage will be updated periodically with project updates on the main project webpage.

3.2 Design and disseminate multilingual notification materials

LACC, in coordination with the City and Consultant, will develop and distribute notification materials for the engagement opportunities to the disadvantaged community using various

media and delivery methods. The notification materials will be in English and an alternative language identified in the engagement strategy, such as Spanish. All translated materials will be sent to community partners to verify accuracy and ease of understanding. The notification material includes, but are not limited to:

- Postal mail (postcards)
- Email
- Door pamphlets
- Newspaper ads
- Posters
- Social media posts on the preferred platform identified by community partners

3.3 Organize stakeholder meetings with disadvantaged community members

LACC, the City, and the Consultant will coordinate in-person stakeholder meetings for the disadvantaged communities in concert with future stakeholders' meetings for the DMP+ODDS. We will prepare translated materials for the stakeholder meetings and provide an interpreter. These additional stakeholder meetings are intended to supplement the outreach in the DMP+ODDS so that the disadvantaged community members are actively involved and can share their thoughts on the project.

The first stakeholder meeting for the disadvantaged communities will focus on gathering input and feedback on the draft alternative plans presented at the design charrette in March. This input will be incorporated into the Administrative Draft Master Plan.

The next stakeholder meeting is tentatively scheduled for late October/early November. This meeting will include disadvantaged community members and other key stakeholders to review the Public Review Draft Master Plan, the Administrative Draft ODDS, and the draft environmental review.

3.4 Provide workshop support for non-English-speaking participants

LACC, the City, and the Consultant will coordinate to provide non-English-speaking resources at all future community workshops for the DMP+ODDS project, which will be held in person. These include translated materials (posters, handouts, presentations, etc.) and interpretation services. We will identify workshop locations that are easily accessible and comfortable for all community members to attend. This additional support for the community workshops aims to ensure that non-English speakers can also voice their opinions at these workshops.

The next community workshop is tentatively scheduled for mid- to late October. This workshop will provide a review of the Administrative Draft Master Plan, an overview of the environmental review, and findings from lot testing to inform the ODDS.

The final community workshop is tentatively scheduled for mid- to late February. This workshop will provide a review of the Public Review Draft Master Plan, the Public Review

Draft ODDS, and the draft environmental review. This workshop will be an opportunity for disadvantaged community members to ask questions and understand how their input and feedback were incorporated into the project before the adoption hearings for the Master Plan and ODDS.

3.5 Offer interpretation services during adoption hearings

LACC, the City, and the Consultant will coordinate to provide interpretation services for non-English speakers at the public hearings for the adoption of the Lincoln Downtown Master Plan + ODDS.

3.6 Translate Summaries of Final Deliverables

LACC, in coordination with the City and Consultant, will prepare translated summaries of the final deliverables for the DMP+ODDS project, which include summaries of the Downtown Master Plan, Objective Design and Development Standards, Environmental Review, and other technical analyses. These will be available to the public on the City and LACC websites and as hard copies at City Hall and the LACC building.

Task 3 Deliverables:

- Notification materials (in English and an alternative language)
- Meeting agenda, materials, and summary notes for stakeholder meetings (in English and an alternative language)
- Workshop agenda, materials, and summary notes from community workshops (in English and an alternative language)
- Interpretation services at all stakeholder meetings, community workshops, and public hearings

Task 4: Project Management & Coordination

4.1 General project management and scheduling

LACC, with the support of the City, will manage the project to stay on schedule, within scope and budget, and maintain quality assurance.

4.2 Participate in regular coordination meetings with City, Chamber, and Opticos

LACC will organize and lead biweekly calls with the City and Consultant to coordinate throughout the outreach duration (estimated at 8 months).

Task 4 Deliverables:

- Monthly project reports and invoices
- Meeting agenda and summary notes for each coordination meeting

V. REQUIRED CONTENTS OF PROPOSAL:

Interested firms must submit proposals electronically through Planet bids. Additional information, in the form of resumes, brochures, etc., may be submitted as appendices. Submit the information to Planet Bids by **2:00 p.m. on September 5, 2025.**

Responses should be concise and specific to this RFP and limited to 12 single sided pages. Documents included in Appendices do not count towards the page limit. Proposals must include the following:

1. **Cover letter:** signed by an individual authorized to make commitments on behalf of the consultant.
2. **Consultant Identification:**
Provide the legal name of the firm, the firm's mailing and physical address, the names and contact information of the legally responsible principal and the primary contact person (Project Manager) for this project. Provide a brief summary of the firm's (or team's) qualifications specific to this project.
3. **Project Understanding and Work Plan:**
Explain in detail your understanding of the proposed work plan, including all anticipated tasks, along with any supplemental tasks (those not specifically identified in this RFP) you deem necessary for successful completion of this project. The scope of work outlined in part IV of this RFP is City Staff's suggested task and deliverables; however, please feel free to make task adjustments or modifications as needed in order to achieve the project goal.
4. **Quality Assurance/Quality Control (QA/QC):**
Describe the team's established QA/QC program to be used throughout the Project. Provide the name, licenses and a brief bio of the person responsible for QA/QC
5. **Related Project/Client Information:**
Include background of the firm/team, number of professionals (by discipline) and support staff, major focus of practice, range of services and references. Where a collaborative approach is proposed, this narrative must also include all sub-consultants involved.

In an appendix, include copies of Plans for agencies, similar in nature to those that are included in this RFP that the proposer has prepared for other clients, that best exhibit the firm's experience in the required service. Include the client contact person, including title, organization, address, current telephone number and e-mail address. Also, any examples of prior community engagement materials or strategies.
6. **Individual Staff Experience and Project Organization:**
 - i. Identify proposed key staff. Describe how the proposed team would work together and work closely with City staff.
 - ii. Provide an organization chart showing the project manager and key staff members for the project.
 - iii. Provide a brief bio of each key staff.
 - iv. Provide a summary of each sub-consultant, their area of responsibility and percentage of the project cost; if applicable.
 - v. Provide a realistic statement of current staffing workload commitments, additional resources of the firm, and ability of the firm(s) to respond to any request for additional or contingency services in a timely manner.

- vi. Provide a statement that the departure, reassignment or substitution for any named member of the designated project team, including subconsultant(s), will not be made without the prior written approval of the City.
7. **Proposed Schedule:** Prepare a schedule for the estimated time to complete the requirements of the project, which will need to synchronize with the DMP + ODDS project.
8. **Cost Proposal:**

Include a cost estimate of all required services and associated fees as a separate pdf document entitled **CONSULTANT SERVICES COST PROPOSAL for the DOWNTOWN LINCOLN MASTER PLAN ENGAGEMENT**. The consultant is welcome to hire a subconsultant; however, the primary consultant must be responsible for 51% of the tasks and budget. The proposed budget must not exceed \$125,410.
9. **Disadvantaged Business Enterprise (DBE):**

This project is funded in part by SACOG's EEI Program. The selected Consultant will be required to comply with all applicable federal, state, and local regulations, including those related to Disadvantaged Business Enterprise (DBE) participation. The City has established a DBE goal of 16.7% for this project (Exhibit C). Consultants and/or sub-consultant must engage certified DBE firms to meet this goal or demonstrate a Good Faith Effort to do so. Submitted proposals must demonstrate one of the following:

 - Be a certified DBE firm willing to perform at least 16.7% of the total contract amount, and capable of performing Tasks 1-4, or
 - Provide documentation of a Good Faith Effort (GFE) to meet the goal, if unable to secure sufficient DBE participation.

Additional information and guidance for DBE compliance is outlined in *Exhibit 10-1: Notice to Proposers DBE Information* (Exhibit D). Failure to meet the DBE goal or provide acceptable GFE documentation will result in the proposal being deemed non-responsive.
10. **Exceptions:**

List any exceptions to any portion of this RFP. The City will consider the exception(s) and may or may not reject the RFP as non-responsive.
11. **Appendices:**

Appendices may or may not be reviewed in detail. They will not count against the stated page limit and may include: Full resumes of key staff, full project descriptions, ancillary materials, sample documents that exhibit the firm's experience, etc.

The City reserves the right to reject any and all proposals, and waive any irregularities or informalities in any proposal.

VI. INSTRUCTIONS FOR SUBMITTING PROPOSALS

Submit an electronic copy of the proposal in Adobe .pdf format, complete with the project name noted on this RFP cover sheet submitted via Planet Bids no later than **2:00 p.m. on Friday, September 5, 2025**.

PROPOSALS MUST BE RECEIVED at the time and date stated on the cover sheet of this proposal and at the aforementioned location. Proposals received after this time or at any other location will be deemed unresponsive and rejected.

VII. TENTATIVE SCHEDULE:

While the successful consultant will be required to prepare a project schedule, the following are tentative dates scheduled for approval of the City's agreement with selected Consultant:

<u>Description of Task</u>	<u>Date(s)</u>
Notice of RFP sent to Consultants	August 4, 2025
Questions Due by 2:00 PM PST	August 27, 2025
Deadline to submit proposals at 2:00 PM PST.....	September 5, 2025
Final selection of Consultant.....	September 19, 2025
Negotiate and finalize Contract for Services.....	September 26, 2025
City Council to Authorize Contract.....	October 14, 2025

The City of Lincoln reserves the right to change the schedule.

VIII. RESPONSIVENESS OF PROPOSALS. All proposals must be in writing and fully responsive to this RFP. Non-responsive proposals or proposals found to be irregular, or not in conformance with the requirements and instructions contained herein, will not be considered or evaluated. Other conditions which may lead to the selection committee's decision not to evaluate a proposal include obvious lack of experience, expertise or adequate resources to perform the required work, and/or failure to perform or meet financial obligations on previous contracts. The City reserves the right to reject any and all proposals for any reason whatsoever.

IX. PROPOSAL SELECTION PROCESS AND CRITERIA:

The City will evaluate and rank the proposals using the following scoring:

Project Understanding	40 Points
Overall quality of the technical proposal	10 Points
Quality of Staff	20 Points
Relevant Experience and technical competence	30 Points
Total Points Possible:	100 Points

Consultants may be requested to provide further clarification of submitted materials and/or submit additional materials for consideration. After reviewing any additional requested materials, the City will begin negotiations with the prime consultant of the top ranked team.

All proposals may become public information subsequent to the issuance of a contract. The Proposer may describe any sensitive or potentially proprietary information in general terms.

The Proposal should reflect the most favorable terms available to the City, as the City may make award on the Proposal alone without interviews or any further contact with the Proposer.

X. DOCUMENTS AND QUESTIONS

Direct any questions regarding this RFP to Efren Sanchez by email at efren.sanchez@lincolnca.gov. All questions and requests for clarification must be received no later than 2:00 pm on the date noted in the Schedule above. Revisions may be provided via an Addendum. Do not contact any other City staff or consultants of the City.

The full content of the RFP is available through Planet Bid (<https://pbsystem.planetbids.com/portal/48920/bo/bo-search>). If addendums are necessary, they will be posted onto Planet Bids.

Failure of the Proposer to be aware of the addenda or failure to return signed addenda with the Proposal in a timely manner as a complete responsive proposal, may be cause for rejection at the sole discretion of the City. Verbal conversations with any person will not modify any term or obligation of this RFP.

XI. WAIVERS

The City may waive informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other proposals.

XII. CONTRACT TIME OF COMPLETION

The duration of services required is anticipated to be generally from October 2025 through October, 2026.

XIII. AGREEMENT

The selected Consultant will enter into a Contract for Services agreement. A sample Contract for Services agreement template is provided under Exhibit E. No work is authorized, and no payments will be made prior to the execution of an agreement. All costs incurred with connection with the preparation and submission of a response proposal to this RFP and participation in this procurement shall be borne solely by the Consultant. The City, shall not, under any circumstances, be responsible for or defray any such costs incurred by the Consultant.

XIV. INSURANCE REQUIREMENTS

The contractor shall furnish the City certificates of insurance prior to the execution of the contract demonstrating that the following coverage is in effect and in accordance with specifications.

Worker's Compensation

The Contractor shall provide and maintain Workers Compensation insurance on a state-approved policy from providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

Commercial General Liability

The Contractor shall maintain during the life of any contract entered a policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG0001, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limit. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

Automotive Insurance

The consultant shall maintain during the life of the contract entered a policy of comprehensive automobile liability insurance written on a per occurrences basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

Professional Liability or Error and Omissions Insurance

The Contractor shall maintain during the life of the contract entered a policy of insurance in an amount no less than \$1,000,000.00 per claim with respect to loss arising from the actions of the Consultant performing professional services hereunder on behalf of the City.

XV. EXHIBITS:

"A" - DMP + ODDS Project Summary

"B" - Downtown Lincoln Project Area Map

"C" - DBE Goal and Caltrans RFA

"D" - Exhibit 10-1: Notice to Proposers DBE Information

"E" - Sample Contract for Services



CONTRACT FOR SERVICES

THIS CONTRACT is made on October 14, 2025 by and between the CITY OF LINCOLN (“City”), and Dragos Vantage, LLC (“Consultant/Contractor”).

WITNESSETH:

WHEREAS, the City desires to enter into contract with Drago Vantage, LLC for professional services for Downtown Lincoln Master Plan Engagement.

WHEREAS, the Consultant/Contractor has presented a proposal for such services to the City, dated September 5, 2025, attached hereto and incorporated herein as Exhibit A, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant/Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit A** (“Scope of Work”). This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant/Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Consultant/Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant/Contractor are employees, agents, contractors or subcontractors of the Consultant/Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant/Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT:

A. The services of Consultant/Contractor are to commence upon [execution of this Contract] OR [receipt of written notice to proceed form] by the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as **Exhibit B**.

B. Consultant/Contractor’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.



C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for [a period equal to the original term of this Contract in the manner provided in Section 4, provided that the extension does not require payment of compensation in excess of the maximum compensation set forth] OR [\$125,410].

3. COMPENSATION:

- A. The Consultant/Contractor shall be paid [monthly] [at the completion of services] for the actual fees, costs and expenses [for all time and materials required and expended, but in no event shall total compensation exceed (\$125,410), without City's prior written approval]. Account Code Number/Account Description for Scope of Work to be charged to: Account 50400 and Fund 2480
- B. Said amount shall be paid upon submittal of a [final] [monthly] [other] billing [showing completion of the tasks that month]. Consultant/Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the [final] [monthly] [other] billings. If Consultant/Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant/Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.
- C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

- A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Contractor shall immediately suspend its activities under this Contract.
- C. Notwithstanding any provisions of this Contract, Consultant/Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant/Contractor, and the City may withhold any payments due to Consultant/Contractor until such time as the exact amount of damages, if any, due the City from Consultant/Contractor is determined.
- D. In the event of termination, the Consultant/Contractor shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.



5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant/Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant/Contractor under this Contract shall become the property of the City, and the Consultant/Contractor shall have no property right there in whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant/Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant/Contractor in performing this Contract which is not Consultant/Contractor's privileged information, as defined by law, or Consultant/Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Contractor's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant/Contractor hereunder (the "Work") to be a work made for hire. Consultant/Contractor 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 the City.

8. COMPLIANCE WITH ALL LAWS; PREVAILING WAGES:

A. Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, as applicable, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. If necessary, it shall be City's responsibility to obtain all rights of way and easements to enable Consultant/Contractor to perform its services hereunder. Consultant/Contractor shall assist City in providing the same.

B. Some or all of the work herein may be a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages under Labor Code sections 1720 et seq. Accordingly, Consultant/Contractor shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws, including the payment of prevailing wages, as applicable. In the event it is determined that the Consultant/Contractor is required to pay prevailing wages for the work performed under this Agreement, but failed to do so, the Consultant/Contractor shall pay all applicable penalties, costs, fees, wages, and wage differential. To the extent the project is subject to the requirement of payment of prevailing wages pursuant to California Labor Code sections 1720 et seq, then the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City's offices, which shall be made available to any interested party on request.



Consultant/Contractor shall cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site, as well as all related notices required by applicable law and regulation. In the event that the work performed requires payment of prevailing wages, contractor shall be required to be registered with Department of Industrial Relations as a Public Works Contractor at all times during performance of the contract. Contractor shall also be required to submit Certified Payroll reports to the City of Lincoln as a condition of any payment under this contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT/CONTRACTOR:

A. Consultant/Contractor agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Contractor to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant/Contractor's profession. Consultant/Contractor represents and warrants to City that Consultant/Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Contractor to practice its profession at the time the services are performed.

B. Consultant/Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17A hereof.

C. Consultant/Contractor shall designate a project manager who at all times shall represent the Consultant/Contractor before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Contractor, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant/Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

D. Except as set forth in **Exhibit D**, Consultant/Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant/Contractor only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in **Exhibit D**.

E. Consultant/Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant/Contractor in writing within sixty (60) days of discovery. Should Consultant/Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Contractor shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Contractor.



11. ASSIGNABILITY:

Consultant/Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Contractor from the City under this Contract 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.

12. INTEREST IN CONTRACT:

Consultant/Contractor covenants that neither it, nor any of its employees, agents, contractors, subcontractors have any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant/Contractor in writing that Consultant/Contractor's duties under this Contract warrant greater disclosure by Consultant/Contractor than was originally contemplated. Consultant/Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant/Contractor pursuant to performance of this Contract are confidential and Consultant/Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT/CONTRACTOR-NEGLIGENCE:

Consultant/Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant/Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the greatest extent allowed by law and within the construct of Civil Code § 2782, Consultant/Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, employees and volunteers (the "indemnified parties") from and against any and all claims, damages, demands, liability, costs, losses and expenses, including court costs and reasonable attorneys' fees, arising in any manner out of its performance of this Contract or by reason of negligent acts or omissions, recklessness, or willful misconduct incident to the performance of this Contract on the part of Consultant/Contractor [except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City]. Without limiting the foregoing



indemnity obligation, Consultant/Contractor further shall indemnify, defend and hold harmless the indemnified parties from and against any and all damages, liability, costs, losses, expenses, contributions and penalties, including court costs and reasonable attorneys' fees, arising from Consultant/Contractor's misclassification of itself or its employees' status as an independent contractor. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT/CONTRACTOR TO PROVIDE INSURANCE:

A. Consultant/Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant/Contractor shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Contractor agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Contractor.

C. In addition to any other remedy the City may have, if Consultant/Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Contractor under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant/Contractor has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment

i. If any of the insurance coverages required by this section contain annual aggregate limits, the Consultant/Contractor must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Contractor must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to



be maintained by Consultant/Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Contractor under the Contract.

H. The Consultant/Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I. Worker's Compensation and Employer's Liability Insurance.

i. Worker's Compensation Insurance to protect the Consultant/Contractor, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Contractor shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

ii. Consultant/Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Contractor

J. Commercial General Liability Insurance

i. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than [\$1,000,000] per occurrence and [\$2,000,000] general and products/completed operations aggregates.

ii. The commercial general liability insurance shall also include the following:

a) Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b) Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c) Provision or endorsement stating that the Consultant's insurance shall



apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

e) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Contractor under the Contract, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

K. Commercial Automobile Liability Insurance.

i. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than [\$1,000,000] per occurrence.

ii. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.ii above.)

L. Professional Liability [IF APPLICABLE]

The Consultant/Contractor and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than [\$1,000,000] per claim.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant/Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, including laws relating to prevailing wages pursuant to Labor Code section 1771 et seq.

B. Non-Discrimination. Consultant/Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant/Contractor shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

C. Inspection of Records. Consultant/Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts



with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Contractor.

D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY: City of Lincoln
Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

CONSULTANT/CONTRACTOR: Drago Vantage, LLC
Attn: Sabrina Drago, PE
3843 Taylor Road, Suite B
Loomis, CA 95650

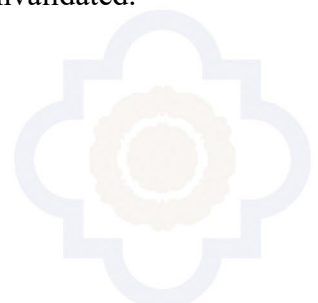
F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

G. Venue. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

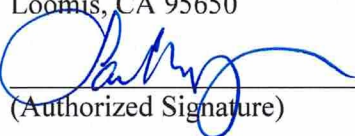
I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.





Dragos Vantage, LLC
3843 Taylor Road, Suite B
Loomis, CA 95650


(Authorized Signature)

Sabrina Drago, PE
Print Name

sabrina.drago@dragovantage.com
Email address

CITY OF LINCOLN,
a municipal corporation

Sean Scully, City Manager

Dated

APPROVED AS TO FORM:

Kristine Mollenkopf, City Attorney

Dated

ATTEST:

Hope Ithurnburn, City Clerk

Dated

City Accountability:

Department responsible for contract: Community Development Department
Staff responsible for contract: Efren Sanchez

ATTACHMENTS:

- ☐ Contract for Services (signed by Consultant/Contractor)
- ☐ Current Insurance Certificate (applicable to the contract & naming City as additional insured)
- ☐ Detailed Scope of Work & Specifications, including hourly rates, etc.
- ☐ Amount \$125,410 & Account/Fund 50400 / 2480
- ☐ Current City Business License (required if working in Lincoln)
- ☐ Copies of Quotes



EXHIBIT A

SCOPE OF WORK



PROJECT UNDERSTANDING AND WORK PLAN

Project Understanding

The City of Lincoln's Downtown Master Plan and Objective Design and Development Standards (DMP + ODDS) effort is a pivotal initiative designed to shape downtown Lincoln into a more vibrant, equitable, and sustainable community. This engagement process is uniquely focused on amplifying underrepresented voices and ensuring inclusive participation, particularly among disadvantaged residents, non-English speakers, and historically underrepresented communities.

Our team understands that the success of this project will be measured not only by the quality of the final plan but also by the inclusiveness and authenticity of the engagement process. By connecting directly with trusted community messengers, ensuring multilingual accessibility, delivering professionally designed and visually clear communication, and building strong community relationships, this engagement will foster long-term trust and ownership among residents of Lincoln.

Work Plan

Our team proposes a clear, four-phase work plan aligned with the City's RFP tasks:

TASK 1

PRE-ENGAGEMENT

- Review existing contacts, networks, and prior outreach efforts.
- Partner with LACC to conduct door-to-door outreach to disadvantaged communities.
- Facilitate Working Session 1 with community partners and trusted messengers to identify language needs, preferred communications, and accessible venues.
- Hanna Interpreting Services will confirm non-English needs and cultural messaging strategies.

Deliverables: Local organization contact list; agenda and notes from Working Session 1.

TASK 2

ENGAGEMENT STRATEGY DEVELOPMENT

- Draft a culturally responsive engagement strategy aligned with DMP + ODDS milestones.
- Facilitate Working Session 2 with community partners to refine the draft strategy.
- Finalize a living engagement strategy adaptable to evolving community needs.

Deliverables: Draft and final engagement strategy; agenda and notes from Working Session 2.

TASK 3

IMPLEMENTATION OF ENGAGEMENT STRATEGY

Inclusive & Engaging Design for Outreach Materials

Our outreach approach emphasizes plain language, visual clarity, and cultural resonance to maximize participation:

- Postal Mail (Postcards) – Professionally designed postcards using plain language and infographics, paired with diverse imagery representing Lincoln’s residents.
- Email Campaigns – Concise, engaging content optimized for readability across devices; graphics aligned with the project brand.
- Door Pamphlets – Simple, easy-to-read pamphlets featuring compelling visuals, clear calls-to-action, and bilingual layouts.
- Newspaper Ads – Professionally designed ads with strong visuals and inclusive imagery, ensuring accessibility for print readers.
- Posters – Bold, visually engaging posters placed at trusted community locations, designed with multilingual content and diverse representation in imagery.
- Social Media Posts – Targeted content designed for the preferred platforms identified by community partners, using concise text, infographics, and compelling images to encourage engagement and sharing.

Hanna Interpreting Services will ensure all materials are accurately translated and culturally resonant. Graphic design services will ensure layouts meet ADA readability standards and highlight diversity in imagery.

Meetings, Workshops, and Hearings

- Meetings for disadvantaged communities, with interpretation and translated materials, with hybrid options for those with barriers to in-person attendance.
- Community workshops supported by multilingual, visually engaging handouts, posters, and presentation materials.
- Interpretation services provided at adoption hearings.
- Translation and graphic design of final deliverable summaries (Master Plan, ODDS, Environmental Review) for broad public access.

Deliverables: Multilingual and graphically designed materials, agendas, summaries, and interpretation records for all meetings, workshops, and hearings.

TASK 4

PROJECT MANAGEMENT AND COORDINATION

Clear lines of communication, defined team member responsibilities, and a straightforward team structure ensure smooth integration of the Drago Vantage team into ongoing design and planning of the DMP+ODDS:

- Drago Vantage will lead biweekly coordination meetings with the City, LACC, and Opticos.
- Detailed monthly reports and invoices will be produced timely and accurately.
- QA/QC review will include translation accuracy, plain language clarity, and visual accessibility.

Deliverables: Monthly reports, invoices, meeting agendas, and notes.

QUALITY ASSURANCE/ QUALITY CONTROL

Providing the City of Lincoln with accurate, factual and timely information using City and LACC-approved messaging is our team's top priority.



Accuracy

Hanna Interpreting Services will review translations for precision and cultural resonance.



Clarity

All public-facing content will use plain language to ensure accessibility across literacy levels.



Design Integrity

Graphic designers will ensure materials are visually compelling, ADA-accessible, and feature people and imagery reflective of Lincoln's community.



Technical Accuracy

Opticos Design will ensure planning content is faithfully represented.



Accountability

Ultimately Drago Vantage's Project Manager, Marie Fiore is responsible for the quality of our work product. Marie is supported by Principal-in-Charge Sabrina Drago. Together they have built a reputation for excellence, accuracy, and service that results in satisfied clients and successful projects.

TEAM STRUCTURE AND ROLES



Prime Consultant – Drago Vantage, LLC

Drago Vantage will serve as the prime consultant, leading overall project management, coordinating with the City, Lincoln Area Chamber of Commerce (LACC), and Opticos Design, and ensuring compliance with scope, budget, and schedule. With deep experience in civic engagement, stakeholder facilitation, and visual communications, Drago Vantage will act as the central liaison and quality control lead across all tasks. Importantly, Drago Vantage is a Certified Disadvantaged Business Enterprise (DBE), directly advancing the City’s DBE participation goals.

Project Manager – Marie Fiore, Communications Manager

Marie Fiore will serve as Project Manager and primary point of contact. She will be responsible for overall coordination, schedule and budget adherence, and leading the QA/QC process. With extensive experience in public engagement and communications strategy, Marie will ensure that all project deliverables are accurate, accessible, and culturally resonant.

Subconsultant – Hanna Interpreting Services

Hanna Interpreting Services will deliver expert translation, interpretation, and transcreation services to ensure all materials and events are linguistically and culturally accessible. Their participation will allow non-English speakers—particularly Spanish-speaking residents—to fully engage. As a certified DBE, Hanna strengthens compliance with the City’s DBE target.

General Consulting Support – Opticos Design

Opticos Design, the City’s lead design consultant for the DMP + ODDS, will provide technical planning expertise and ensure that engagement insights are effectively translated into the master plan and design standards.

Graphic Design Services

Dedicated graphic design services will ensure that all engagement materials are visually compelling, accessible, and culturally resonant. This includes layout, typography, infographics, and imagery that reflect the diversity of Lincoln’s community.

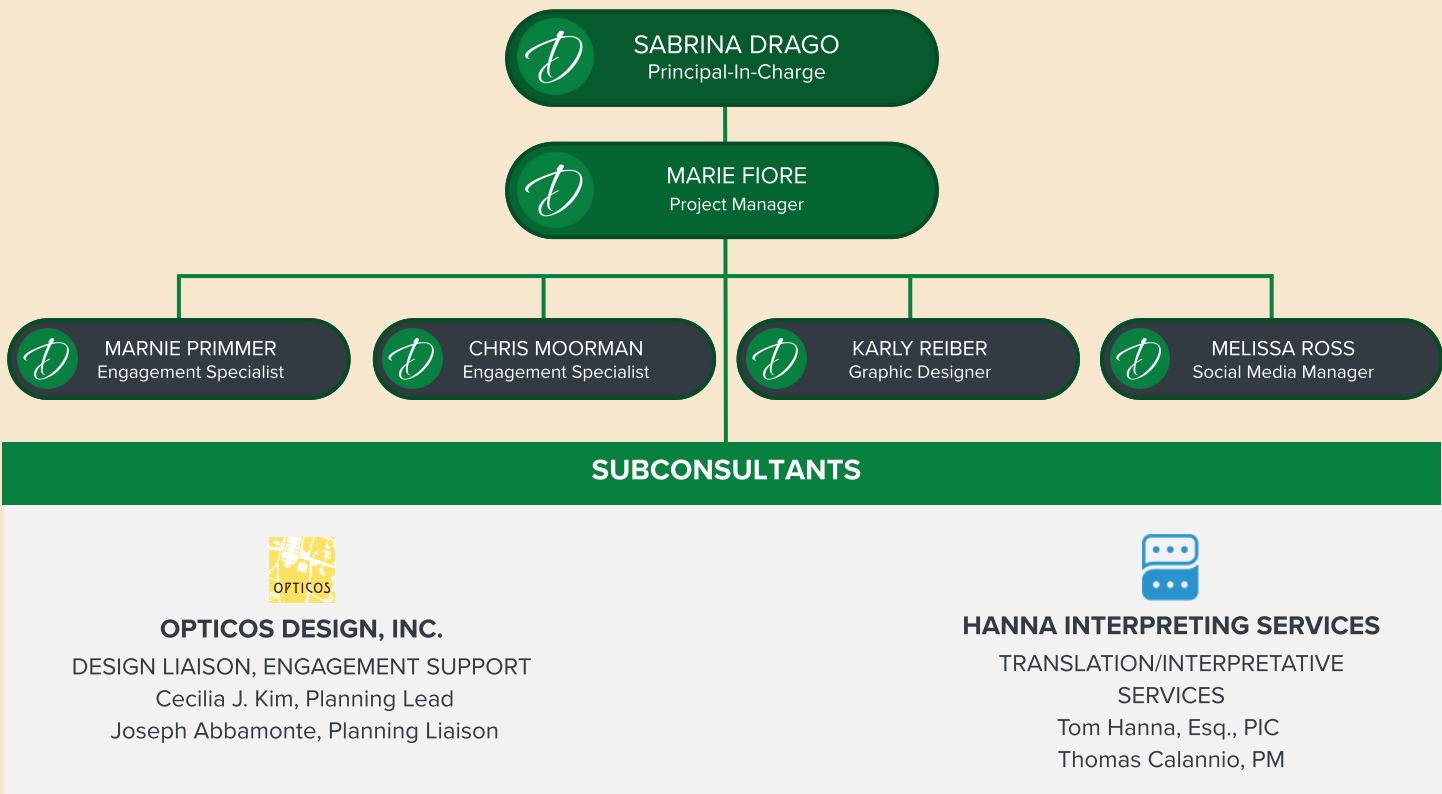




EXHIBIT B

SCHEDULE OF PERFORMANCE

[PROJECT SCHEDULED TO START OCTOBER 2025 AND END BY DECEMBER 31, 2026]





PROPOSED SCHEDULE

Project Initiation	October - December 2025	Contract approval, kickoff, background review, initial outreach, Working Session 1.	Establish contact list and partners monthly project reports and invoices meeting agendas and summary notes	Meetings & Workshops: Project kickoff meeting Stakeholder meeting Community Workshop	Objective: Build trust and establish connections with disadvantaged communities.
Project Planning	January - February 2026	Draft, review, and finalize engagement strategy with partners and messengers.	Design and disseminate multilingual notification materials, launch project website	Meetings & Workshops: Community Workshop 2	Objective: Co-create an inclusive Engagement Strategy aligned with project milestones.
Project Execution	March - May 2026	Manage social media engagement in multiple languages	Monitor project risks and take appropriate actions to mitigate them	Maintain communication with stakeholders and provide project updates	Objective: Gather feedback from disadvantaged communities to inform the Administrative Draft Master Plan.
Project Monitoring	June - September 2026	Ongoing notifications, website content support, social media management	Multilingual notification materials; Meeting & workshop agendas, materials, notes.	Meetings & Workshops: internal	Objective: Ensure equitable participation in reviewing Public Draft Master Plan, ODDS, and environmental review.
Project Closure	October 2026	Translated summaries of Master Plan, ODDS, Environmental Review, technical analyses; Interpretation services.	adoption hearings with interpretation, final translated deliverables.	Meetings & Workshops: Adoption Hearings.	Objective: Conclude with inclusive adoption hearings and provide accessible final deliverables.



City of Lincoln - Downtown Master Plan and Object Design and Development Standards Project

	Sabrina	Marie	Chris	Marnie	Melissa	Karly	Opticos	Opticos	Hours	Labor Costs	OH	Profit	Total
Classification	Principal in Charge	Engagement Manager	Engagement Specialist	Engagement Specialist	Social Media Manager	Graphics	Associate II	Sr Designer					
rate	\$ 120.51	\$ 70.00	\$ 65.00	\$ 65.00	\$ 34.02	\$ 65.00	\$ 80.87	\$ 67.11					
Loaded Rates	\$ 350.19	\$ 203.41	\$ 188.88	\$ 188.88	\$ 98.86	\$ 188.88	\$ 235.00	\$ 195.01					
1.0 Pre-Engagement	6	68	20	4	56	0	2	2	158	\$ 9,244.14	\$ 15,176.10	\$ 2,442.02	\$ 26,862.27
Review background plans and related documents	1	16	5	2	20								
Conduct initial outreach to establish community presence	1	24	10	2	24								
Working Session 1: Facilitate a working session with community partner	4	28	5		12		2	2					
2.0 Engagement Strategy	6	58	20	6	50	12	8	10	170	\$ 10,272.12	\$ 16,863.74	\$ 2,713.59	\$ 29,849.45
Prepare a Draft Engagement Strategy	2	16	10	2	20		4	6					
Facilitate Working Session 2 to review the draft	2	30	5	2	20		2	2					
Finalize the Engagement Strategy incorporating feedback	2	12	5	2	10	12	2	2					
3.0 Implementation of Engagement Strategy	6	124	30	6	40	20	6	10	242	\$ 15,560.18	\$ 25,545.15	\$ 4,110.53	\$ 45,215.86
Assist Chamber in launching/maintaining a project webpage		36	5		10	12							
Design and disseminate multilingual notification materials		8	5		10	4	0	0					
Organize stakeholder meetings with disadvantaged community members	6	80	20	6	20	4	6	10					
Provide workshop support for non-English-speaking participants							0	0					
Offer interpretation services during adoption hearings													
Translate Summaries of Final Deliverables							0	0					
4.0 Project Management & Coordination	6	45	0	6	0	0	10	6	73	\$ 5,474.42	\$ 8,987.36	\$ 1,446.18	\$ 15,907.95
General project management and scheduling	2	25		2			4						
Participate in regular coordination meetings with City, Chamber, and ODC's	4	20		4			6	6					
Total hours	24	295	70	22	146	32	26	28	643	\$ 40,550.86	\$ 66,572.35	\$ 10,712.32	\$ 117,835.53
Labor Costs	\$ 2,892.24	\$ 20,650.00	\$ 4,550.00	\$ 1,430.00	\$ 4,966.92	\$ 2,080.00	\$ 2,102.62	\$ 1,879.08		\$ 40,550.86	\$ 66,572.35	\$ 10,712.32	\$ 117,835.53

ODC's -	\$ -
Sub1-Hanna	\$ 7,500.00
Sub2-Optico	\$ 11,570.30

Total Fee	\$ 125,335.53
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EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 Labor Code § 1861

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

NAME OF COMPANY Drago Vantage, LLC

By: [Signature]
Title

Sabrina Drago, President
Print Name

10/3/25
Date



EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Contractor shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A**.





STAFF REPORT

Item Number 7.C

SUBJECT: McBean Park Drive Bridge Project (CIP 353) Contract Amendment No. 10 for Engineering Design Services. (Araceli Cazarez)

SUBMITTED BY: Vin Cay

DEPARTMENT: Engineering

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff recommends adopting a resolution authorizing a budget augmentation of \$850,000 from the unencumbered fund balance of 2400 – PFE Transportation to the McBean Park Drive Bridge Rehabilitation Project, CIP 353, and authorizing the City Manager to execute Amendment No. 10 to the Professional Services Agreement with Consor North America, Inc. for final engineering, right-of-way and construction support services in the amount of \$850,000.

BACKGROUND/INTRODUCTION:

The McBean Park Drive Bridge Replacement Project (Project) will include the demolition of the existing 148-foot-long, 43-foot-wide bridge. Construction of the replacement bridge will be approximately 220 feet long by 68 feet wide with three 12-foot traffic lanes, two 8-foot shoulders, and two 6-foot sidewalks, relocation of utilities, temporary installation of water diversion structures, sediment removal and fill, and removal of vegetation and trees. Street improvements connecting to McBean Park Bridge will include portions of intersecting Ferrari Ranch Road and East Avenue.

On February 11, 2014, a contract for professional services was executed with Consor North America, Inc. (formerly Quincy Engineering, Inc.) for the McBean Park Drive Bridge Project that included preliminary engineering, environmental permitting, and right-of-way services in the amount of \$1,163,000 for a contract term that expired on August 30, 2016. Since 2014, there have been additional contract amendments and extensions of time for a total of \$497,291 to address design changes, including a revised roadway alignment and revised environmental studies required by Caltrans.

On April 30, 2025, environmental clearance was obtained from Caltrans, which opens the door to begin the right-of-way process once authorization is received.

FINDINGS/ANALYSIS:

As a federally funded project, we are required to follow the Caltrans process, which involves completing preliminary engineering concurrently with environmental studies, followed by right-

of-way acquisition and then construction. As previously mentioned, Consor has been leading efforts on preliminary design, utility coordination, environmental clearance, and overall project coordination.

The next phase will involve updates to the bridge design based on environmental findings, initiation of right-of-way activities including appraisals and acquisitions, and development of the 75%, 90%, and final construction design documents. Final design work will include necessary revisions to the bridge layout, such as modifications to the barrier rail placement to meet updated MASH (Manual for Assessing Safety Hardware) standards. These changes will require updates to the Bridge Type Selection Report and participation in the Caltrans Type Selection process, including meetings and approvals.

The McBean Park Drive Bridge project is listed as Project R-64 in the City’s Public Facilities Element and is therefore eligible for funding through Fund 2400 PFE-Transportation.

ENVIRONMENTAL REVIEW:

Caltrans has determined the project has no significant impacts on the environment as defined by NEPA (National Environmental Protection Agency), and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under NEPA and is included under the following:

23 USC 326: Caltrans has been assigned and hereby certifies that it has carried out the responsibility to make this determination pursuant to 23 USC 326 and the Memorandum of Understanding dated April 18, 2022, executed between FHWA and Caltrans. Caltrans has determined that the project is a Categorical Exclusion under: 23 CFR 771.117(d): activity (d) (13).

FISCAL IMPACT:

This project receives federal funding on a reimbursement basis, with a local match requirement that varies by project phase. At present, \$1,843,000 in federal funds has been approved for preliminary engineering at the 88.53% federal reimbursement rate. An additional \$150,000 has been requested for the right-of-way phase. To date, the City has received \$1,061,339.50 in reimbursements and will continue to submit reimbursement requests as work progresses to secure the full amount of approved funding.

Budgeted

CIP 353 McBean Park Drive Bridge Rehabilitation	
Fund 2980 – Highway Bridge Program Grant	\$1,062,603
Fund 2230 – Streets TDA	\$ 812,174
Total	\$1,874,534

Actual project encumbrances

Consor (Design)

Fund 2980	\$1,062,360
Fund 2230	\$ 812,174
Total	\$1,874,534

Remaining Estimated Project Costs

Design/Right-of-way/Final Engineer	
Fund 2400 -	\$850,000

Construction (Budget Augmentation Required once construction is authorized)

Fund 2980 -	\$10,320,800
Fund 2400 -	
Construction Management/Inspection (~20%)	\$ 2,064,000
Contingency (~15%)	\$ 1,548,000
Total Construction Cost	\$13,932,800

Fund Balances		
	Fund Balance prior to augmentation	Updated Fund Balance
Fund 2400	\$4,397,239	\$3,547,239

ATTACHMENTS:
[McBeanParkDr_Bridge_CIP353.Doc2.AttachA-Resolution.2025October14.vcay.docx](#)
[McBeanParkDr_Bridge_CIP353.Doc3.AttachB-Amend#10.pdf](#)

RESOLUTION 2025-

A RESOLUTION AUTHORIZING A BUDGET AUGMENTATION OF \$850,000 FROM THE UNENCUMBERED FUND BALANCE OF 2400 – PFE TRANSPORTATION TO THE MCBEAN PARK DRIVE BRIDGE REHABILITATION PROJECT, CIP 353, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 10 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CONSOR NORTH AMERICA, INC. FOR FINAL ENGINEERING, RIGHT-OF-WAY AND CONSTRUCTION SUPPORT SERVICES IN THE AMOUNT OF \$850,000.

WHEREAS, the City entered into a Professional Services Agreement with Consor North America, Inc. (Quincy Engineering, Inc.) on February 11, 2014; and

WHEREAS, the McBean Park Drive Bridge Rehabilitation Project (project) has experienced unforeseen delays in seeking Caltrans and other agencies approval for the bridge replacement; and

WHEREAS, the project will include the demolition of the existing 148-foot-long, 43-foot-wide bridge and the replacement bridge will be approximately 220 feet long by 68 feet wide with three 12-foot traffic lanes, two 8-foot shoulders, and two 6-foot sidewalks; and

WHEREAS, on April 30, 2025, environmental clearance was obtained from Caltrans, which opens the door to begin the right-of-way process once authorization is received; and

WHEREAS, Consor North America, Inc. has been leading efforts on preliminary design, utility coordination, environmental clearance, and overall project coordination and a budget augmentation is necessary to continue the right-of-way and final engineering design.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Lincoln authorizes:

1. A budget augmentation of \$850,000 from the unencumbered fund balance of 2400 – PFE Transportation to the McBean Park Drive Bridge Rehabilitation Project, CIP 353.
2. The City Manager to execute Amendment No. 10 to the Professional Services Agreement with Consor North America, Inc. for final engineering, right-of-way and construction support services in the amount of \$850,000.

PASSED AND ADOPTED this 14th day of October, 2025 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk



CONTRACT FOR SERVICES AMENDMENT

AMENDMENT NO. 10

TO

CONTRACT FOR SERVICES (*formerly PSA*)

Dated **February 11, 2014**

WITH

CONSOR NORTH AMERICA, INC.

2868 Prospect Park Drive, SUITE 250

RANCHO CORDOVA, CA 95670

The Contract for Services dated February 11, 2014, and amended June 9, 2014, July 26, 2016, February 14, 2017, November 13th, 2018 and September 24, 2019, November 10, 2021, December 8, 2022, and November 21, 2023 with Consor North America, Inc. 2868 Prospect Park Drive, Suite 250 Rancho Cordova, CA 95670 for preliminary engineering, environmental permitting and right of way services for the McBean Park Drive Bridge Project (the "Contract"), is hereby amended as follows (the "Amendment"):

1. The term shall be **extended to December 31, 2028.**
2. Compensation for services shall **be increased by \$850,000. The total contract amount as amended, shall not exceed \$2,510,291.**
3. Except as specifically stated in this Amendment, the Contract shall remain unchanged and in full force and effect.

The amended scope of work shall remain the same and more particularly described in Exhibit A, attached to this Amendment. Executed this 14th day of October 2025 by:

CITY OF LINCOLN,
a municipal corporation

CONTRACTOR,

Approved by:

By: _____

Sean Scully, City Manager

Print Name

Title:

Email:

Dated:

Dated

APPROVED AS TO FORM

ATTEST _____

Hope Ithurnburn, City Clerk

Kristine Mollenkopf, City Attorney

Dated: _____

Dated: _____

City Accountability:

Department responsible for contract:

Engineering

ATTACHMENTS:

Staff responsible for contract:

Vin Cay, City Engineer



□ Exhibit A



July 9, 2025

Vin Cay, PE

City of Lincoln
Public Works Department
600 Sixth Street
Lincoln, CA 95648

**RE: McBean Park Drive over Auburn Ravine Bridge Replacement Project (Br. No. 19C0254)
Amendment #10 Request (Type Selection Approval/Preliminary Engineering/ROW/Final Engineering
Design/Construction Documents/Construction Support)**

Dear Mr. Cay,

The Consor team is performing preliminary engineering and environmental support efforts in good faith to progress the various scope of work tasks for the McBean Park Drive bridge replacement project over Auburn Ravine. Consor staff have continued with various preliminary design, utility coordination, right-of-way support, and overall team coordination. Our subconsultant partner, QK, has worked alongside Consor and the City to address scope changes and to lead the project's CEQA Environmental Clearance while incorporating the Placer County Conservation Authority (PCCP) requirements for the project. On April 30, 2025, the project successfully received NEPA CE clearance and approval from Caltrans.

Subconsultant partners Fehr & Peers, Interwest, and HDR/WRECO are ready for the next phase of the project. Consor also requests the addition of survey subconsultant firm, J.B. Surveys, Inc. to complete survey services and plats/legal descriptions in support of the upcoming right of way activities.

As highlighted in our Team's monthly progress reports and discussed with the City, the available team budget is nearly expended and the Consor Team is requesting a project amendment to address additional scope and out of scope tasks, along with a budget augmentation to proceed with completing preliminary design, proceed into right-of-way appraisals/acquisitions and to facilitate the remaining items to assist in Caltrans' Type Selection Approval for the project, completion of project studies and reports and final engineering design and preparation of construction documents.

Please find attached Amendment No. 10 Scope of Work Summary for the City's review and consideration. The following is a list of the contract tasks that have required and will require additional effort to prepare the project for construction:

- Task 1 – Project Management (Consor)
- Task 2 – Preliminary Engineering (Consor and QK)
- Task 3.1 – Finalize Studies & Reports (Consor and other Team members)
- Task 3.2 – Right of Way Appraisals (Consor in support of Interwest)
- Task 3.3 – Obtain Permits (Consor in support of QK)
- Task 3.4 – 75% Submittal (Consor and other Team members)
- Task 3.5 - 90% Submittal (Consor and other Team members)
- Task 3.6 - Final Construction Documents (Consor and other Team members)
- Task 3.7 - Right of Way Acquisitions (Consor in support of Interwest)
- Task 4.0 - Construction (Consor and other Team members)

The breakdown summary of the Consor Team's Amendment No. 10 request is reflected in the table below (refer to attached hours/cost breakdown for further details).

Additional Request for Consor	Consor Staff Hours	Subtask Cost
Task 1 - Project Management	336	\$ 81,168
Task 2 - Preliminary Engineering	136	\$ 31,072
Task 3.1 - Finalize Studies and Reports	212	\$ 39,494
Task 3.2 - Right of Way Appraisals	88	\$ 22,160
Task 3.3 - Obtain Permits	96	\$ 20,914
Task 3.4 - 75% Submittal & Type Selection	788	\$ 160,412
Task 3.5 - 90 Submittal (PS&E)	666	\$ 137,793
Task 3.6 - Final Construction Documents	326	\$ 68,832
Task 3.7 - Right of Way Acquisitions	40	\$ 10,264
Task 4.0 - Construction Support	340	\$ 76,217
Anticipated Salary Increases + ODC (Mileage)		\$ 16,625
Additional Request per Subconsultant		
QK (Environmental)		\$ 83,793
Fehr & Peers (Signal Design/Electrical)		\$ 25,000
HDR/WRECO (Geotechnical)		\$ 36,256
J.B. Surveys, Inc. (Survey) (includes survey support, right-of-way engineering, plats/legals)		\$ 40,000
Grand Total of Amendment Request <i>(rounded up to nearest \$100)</i>		\$ 850,000

In July 2022, the City approved a temporary budget shift of \$ 31,767 of available budget from various tasks to QK for time critical environmental tasks. As part of this budget augmentation, the Team is seeking to backfill the funding of the temporary shifted task amounts as follows:

<u>Task</u>	<u>Amount of Budget Backfill</u>	<u>Team Member</u>
2.1.3	\$ 1,792	Consor (Optional Task)
2.1.3	\$ 10,000	QK (Optional Task)
3.2	\$ 2,899	Consor
3.3	\$ 6,819	Consor
4	\$ 10,257	Consor

The amount for this amendment request to complete Type Selection, 75%, 90% and final design construction documents, and complete ROW appraisals/acquisitions is \$850,000 (including the backfill of shifted funds). Upon approval of this amendment, the new total not-to-exceed amount for this contract would be \$ 2,510,291. The City will provide authorization to proceed on a task basis. Please note that this amendment does not include mitigation fees and potential monitoring requirements that will be established with the PCCP.

We appreciate the City's consideration of our Team's request. We highly value our working relationship with the City and look forward to preparing the project for construction. If you would like to discuss this in further detail, please call me directly at my mobile number 916.761.5278.

Sincerely,

Conсор North America, Inc.

Mike Sanchez, PE

Project Manager

A handwritten signature in black ink that reads "Michael A. Sanchez". The signature is written in a cursive, flowing style.

Attach: Amendment No. 10 - Scope of Work

Amendment No. 10 - Hours/Cost Breakdown

Amendment No. 10 - Project Schedule

Cc: J. Jurrens, PE, District Manager, California Transportation, Consor
Araceli Cazarez, Engineering Manager, City of Lincoln

Exhibit “A” Scope of Work – Amendment No. 10

City of Lincoln – McBean Park Drive Bridge Replacement over Auburn Ravine Project

SCOPE OF WORK

The original scope of work was amended in Amendment No. 1 (dated 2/11/14) due to audit findings. Amendments No. 2, 4, 5, 7, and 9 extended the contract duration, but did not affect the scope of work or the contract amount. Amendment No. 3 (dated 2/14/2017) added scope of work due to Caltrans reprogramming the project as a four-lane bridge replacement project. Amendment #6 (dated 12/8/20) added scope of work associated with the changes to reflect the ultimate agreement between the City and Caltrans and reprogramming as a three-lane bridge replacement project. Amendment No. 8 was a minor amendment to allow QK (environmental subconsultant) the scope/fee to complete planning level surveys for Swainson's Hawk and Black Rail.

This **Amendment No. 10 Scope of Work** adds new and supplemental scope of work to project tasks that are needed to address the project's compliance with the Placer County Conservation Plan (PCCP), revisions to the bridge design, necessary changes to the placement of the bridge barrier rail to address new MASH requirements for the bridge rail, associated updates to the Bridge Type Selection Report and Caltrans Type Selection process/meeting/approval, and preparation of final engineering design and construction documents. This requires additional preliminary engineering, right-of-way engineering efforts, utility coordination, completion of updates to the Geotechnical Report, design updates of the traffic signals and electrical design and plans, as well as final design tasks and preparation of construction documents, which are also included in this Amendment No. 10 scope and work.

Attached Exhibit “B” is a corresponding Fee Spreadsheet that summarizes Amendment No. 10 hours and costs. Due to the length of time since the original contract and subsequent amendments, Amendment No. 10 includes salary escalation and an updated associated fixed fee. The original contract audited overhead rates have been maintained.

PHASE 1 - PROJECT MANAGEMENT

Task 1.2 – Project Management

Conсор will coordinate the necessary revisions to the geometrics in accordance with the final approved project scope for a three-lane facility, to include the changes in the bridge barrier rail on each side of the new bridge to meet current MASH requirements. This will involve revising the previously submitted 6-A Form (HBRRP Application/Scope Definition) and the 6-B Form (HBRRP Special Cost Approval Checklist) and 6-D Form (HBRRP Scope/Schedule/Budget Changes). These forms will be prepared with exhibits and cost estimates for the three-lane roadway and updated bridge geometry and submitted to Caltrans and the HBP reviewers for approval.

Deliverables – Task 1

- Revised HBP Applications
- PDT Coordination Meetings (virtual bi-weekly meetings with City staff)
- Community and City Council Meetings (Optional Tasks)

PHASE 2 - PRELIMINARY ENGINEERING

TASK 2.1.3 ENVIRONMENTAL STUDIES AND DOCUMENTATION

Conсор to provide support and coordination with environmental subconsultant QK to complete NEPA.

QK previously conducted various planning and biological investigations for this Project, with many of those tasks being completed and nearly approved (Tasks 1 thru 4 as described in the original contract). Prior to Caltrans review of the Biological Reports, it was determined that the CEQA document needs to incorporate the Placer County Conservation Program (PCCP). The PCCP is designed to ensure land will be strategically and effectively managed to support the survival and well-being of covered species, as well, as hundreds of other species that are dependent on the same

Exhibit “A” Scope of Work – Amendment No. 10

City of Lincoln – McBean Park Drive Bridge Replacement over Auburn Ravine Project

habitat. There are tangible benefits to using the PCCP as a mechanism for permitting and mitigation. The PCCP includes three components that support the State and federal permitting process through the development of a joint Habitat Conservation Plan (HCP) and Natural Communities Conservation Plan (NCCP), a Western Placer County Aquatic Resources Program (CARP), and In-lieu Fees. Tasks to review the PCCP and incorporate the program into the Biological Reports and CEQA document are outlined below.

BIOLOGICAL REPORTS REVISIONS

QK conducted various biological surveys between 2014 and 2021 to document biological conditions at and surrounding the McBean Park Drive Bridge including two Biological Assessments (BA) for the United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) (originally drafted in 2015 and updated in 2021), National Environment Study (originally drafted in 2015 and updated in 2021), Aquatic Resources Delineation and Report of potential wetlands and Waters of the U.S. (originally drafted in 2015 and updated in 2021), an analysis of bat use of the bridge by conducting a visual assessment of the existing bridge for bats, a “flyout” survey, and an acoustic monitoring survey (originally conducted in 2017 and updated in 2021). Supplemental site visits were conducted to verify previous survey findings and to evaluate existing conditions (2019 and 2021). A survey of trees within the Project footprint was conducted by an ISA-Certified Arborist (2015 and updated in 2021). Draft reports of these efforts were prepared. The framework of the PCCP will be reviewed and the NES and the fisheries BA were updated to meet the requirements of the PCCP. This task includes the preparation and submittal of permit applications and addressing comments and revisions from the agencies on the permit applications.

ADDITIONAL WILDLIFE SURVEYS

The City of Lincoln is seeking coverage for the Project under the Placer County Conservation Plan (PCCP). The PCCP requires that protocol surveys be conducted for black rail occur between March and July during the year that a Project begins. No Project activities can occur within 500-feet of black rail habitat until protocol level surveys are completed. The Project is scheduled to start in spring of 2025 before black rail protocol level surveys could be conducted in that year. The PCCP has agreed that black rail should begin in 2024 to avoid any Project delays.

Protocol level Swainson’s hawk (*Buteo swainsoni*) surveys were completed in 2023. Additional protocol level surveys do not need to be completed for this species, but Swainson’s hawks could use the Project for nesting before the Project begins. To avoid any Project delays and/or additional mitigation costs, all trees slated for removal will be checked for nesting raptors during the 2024 nesting season. If an active nest is present, the raptor species using it will be identified. If surveys are not conducted in 2024 and a stick nest is in a tree that is slated for removal in 2025, regulatory agencies may treat such nest as Swainson’s hawk nests and require additional mitigation, which could cause a delay in the project construction schedule.

Deliverables:

- Two draft letter reports, one for each species survey, in PDF format
- Two final letter reports, one for each species, in PDF format

TASK 2.1.5 GEOTECHNICAL

INITIAL SITE ASSESSMENT

HDR submitted a Draft Initial Site Assessment (ISA) in November 2021. The ISA was prepared in general accordance with the American Society for Testing and Materials (ASTM) Standard E-1527-21 per Caltrans Standard Environmental Reference (SER) Environmental Handbook (EH) Volume 1, Chapter 10, “Guidelines for Hazardous Materials, Hazardous Waste, and Contamination,” and Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI) (40 CFR Part 312). Exceptions to the ASTM standard include no title

Exhibit “A” Scope of Work – Amendment No. 10

City of Lincoln – McBean Park Drive Bridge Replacement over Auburn Ravine Project

searches, property appraisals, or interviews to be performed for the Project area. The ASTM E1527-21 states that a conforming “Phase I” report is valid for a period of 180 days and may be updated during the 180 days to 1-year timeframe. If greater than one year passes from the final report date, the Phase I effort would need to be repeated to remain in compliance with ASTM and the “All Appropriate Inquiry” protection.

Database Review

HDR will review all available pertinent data, provided by the City and the Project Team, as well as site investigation reports, groundwater monitoring reports, and federal and state records within a 1-mile radius of the Project area.

As part of the study, HDR will order an Environmental Data Resources (EDR) database search for the Project, which is a database search of all regulated underground storage tanks, active and closed case files of cleanup operations, hazardous materials treatment, storage, and disposal facilities, historical cleaners and auto shops and regulated sites.

The following sources, will be reviewed for the purpose of determining the potential for RECs within the Project limits that may impact the proposed improvements:

- EDR Corridor Report with GeoCheck®, EDR Aerial Photo Decade Report, EDR Historical Topo Map Report, EDR Certified Sanborn Map Report, and the EDR City Directory Image Report;
- Department of Toxic Substances Control’s EnviroStor Database;
- RWQCB’s GeoTracker Database;
- United States Department of Agriculture Natural Resources Conservation Service Web Soil Survey;
- Placer County (County) Land Use and Zoning maps, Office of the Assessor/Recorder files, and Building and Planning Department permits/records; and
- County Department of Environmental Health, California Environmental Reporting System (CERS), and Certified Unified Program Agency (CUPA) records.

HDR will review these available records to determine the potential presence of RECs based on previous land use and any historical operations at or near the Project area. This research will also be used to help support the lack of RECs at the Project area.

Field Reconnaissance

HDR will conduct a field reconnaissance to assess the existing conditions at the vicinity of the Project area, and to visually observe indications of RECs within the Project limits. Visual observations will be documented, and photographs will be taken of the site conditions. The data from the field reconnaissance will be compared to the historical information and EDR database findings to determine if there are existing or potential RECs at the Project area.

Report

The results of the database search and field reconnaissance will be summarized and presented in a report, describing the existing or potential RECs at the Project area. HDR will submit a Draft ISA Report to the City and Project Team, and then incorporate comments received into the Final ISA Report. The report will comply with the California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) requirements.

Exhibit “A” Scope of Work – Amendment No. 10

City of Lincoln – McBean Park Drive Bridge Replacement over Auburn Ravine Project

Deliverables:

- Draft ISA Report (PDF)
- Final ISA Report (PDF and 1 hard copy)

Task Assumptions:

- *Access to the Project area will be provided to HDR at no cost.*
- *There will be one round of comments for revision of the Draft ISA Report, and the Draft-Final ISA Report, and all comments will be compiled and provided at one time to HDR.*

PRELIMINARY SITE INVESTIGATION

HDR submitted a Preliminary Site Investigation (PSI) Report in June 2022. The PSI was performed in accordance with ASTM E1903-19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process and Caltrans’ Standard Environmental Reference (SER), Volume 1: Guidance for Compliance, Chapter 10 - Hazardous Materials, Hazardous Waste, and Contamination.

The June 2022 PSI Report included the sampling of eight boring locations to a maximum depth of 3 feet below ground surface (ft bgs). Soil samples were samples at 0-1, 1-2, and 2-3 ft bgs and analyzed for lead and pH to determine if lead concentrations are at levels that require special management and/or disposal. The DTSC-Caltrans Statewide Agreement for Caltrans for Reuse of Aerially Deposited Lead (ADL)- Contaminated Soils, March 2016 (Agreement), provides guidelines for soil reuse based on lead concentrations in soil. To use the Agreement, a minimum number of samples must be taken from specific depths (0-1, 1-2, and 2-3 ft bgs) in ADL risk areas (exposed soil areas within 50 feet of the roadway during the leaded fuel era) and analyzed for lead; concentrations of lead are then compared to regulatory levels (80 milligrams per kilogram) to evaluate soil re-use/disposal.

Composite soil samples were analyzed for organophosphorus pesticides (OPP) using EPA Method 8141A; organochlorine pesticides (OCP) using EPA Method 8081A; PCBs using EPA method 8082; California Administrative Manual 17 (CAM 17) Metals using EPA Method 6010B/7471A; volatile organic compounds using 8260B; PAH using EPA Method 8310; and total petroleum hydrocarbons (TPH) as gasoline (TPHg) and diesel (TPHd) using EPA Method 8015M.

HDR also conducted structural elements sampling of the McBean Park Drive Bridge. Suspect asbestos containing materials (ACM) and lead-based paint (LBP) were collected from the bridge and analyzed for lead (paint chips) and asbestos content.

PSI Report

HDR will update the PSI Report and incorporate comments received. The report will include a discussion of sample collection and testing methods and certifications of the individuals performing the work. Additionally, the report will identify (if present) regulated and/or hazardous materials and evaluate soil disposal/reuse and worker safety measures. The structural elements sampling methods, procedures, analytical results, and data evaluation, conclusions, recommendations for worker safety, and waste management (disposal) will also be presented. HDR will submit a Draft PSI Report to Consor. Once comments are received, they will be included in the Final PSI Report. The report will comply with CEQA/NEPA requirements.

Exhibit “A” Scope of Work – Amendment No. 10

City of Lincoln – McBean Park Drive Bridge Replacement over Auburn Ravine Project

Deliverables:

- Draft-Final PSI Report (PDF)
- Final PSI Report (PDF)

Task Assumptions:

- *HDR’s deliverables will be provided in PDF format.*

FOUNDATION REPORT

HDR submitted a Draft Foundation Report in February 2015 for the proposed replacement bridge. This report requires revision to meet current requirements set forth in Caltrans’ July 2024 Foundation Reports for Bridges, Seismic Design Criteria 2.0, California Amendments to AASHTO Bridge Design Specifications, and update the Log of Test Borings to the current format. This revision will also include updating the recommendations to reflect the current design and incorporate comments provided by the client for the draft report.

Task Assumptions:

- *No additional investigation or lab work is required.*
- *HDR’s deliverables will be provided in PDF format.*

Task 2.2 – Preliminary Design

Based on Caltrans eligibility and updated MASH requirements for bridge barriers, McBean Park Drive will consist of three lanes with shoulders (mixed use auto/bike lane/ Neighborhood Electric Vehicles or NEV) and sidewalks and turn lanes for each of the two intersections (McBean Park Drive at East Avenue and McBean Park Drive at Ferrari Ranch Road). The latest design changes to the placement of the bridge barrier rail require Consor to update the horizontal geometrics, update CAD modeling, redesign the bridge layouts and profiles, and revise bridge design calculations.

TASK 2.2.3 AESTHETIC CONCEPT PLAN

Consor will modify the bridge aesthetics to match the planned placement of the bridge barrier railing (to be placed between the mixed use shoulder and sidewalks). Updated renderings will be prepared to reflect the changes to the bridge railing and outer fencing along the adjacent sidewalks and pedestrian overlook.

TASK 2.2.4 UTILITY COORDINATION

Additional level of effort required to attend additional utility coordination meetings and resolve utility conflicts. Consor staff will complete overall utility coordination tasks, Utility B Letters, notice to owners, and follow-up coordination as needed to complete utility protections and relocations with all impacted utility companies.

Deliverables – Task 2.2.4

- Attend every other month utility coordination meetings (virtual meetings via Teams)

Exhibit “A” Scope of Work – Amendment No. 10

City of Lincoln – McBean Park Drive Bridge Replacement over Auburn Ravine Project

PHASE 3 - FINAL ENGINEERING

TASK 3.1 – FINALIZE STUDIES AND REPORTS

Conzor's Task 3.1 scope of work remains the same as amended through Amendment No. 9 and is included to backfill previously shifted budget and to provide coordination and support with Fehr & Peers (F&P). F&P will provide new traffic counts for the air quality study described in Task 2.3.1 above.

TASK 3.2 – RIGHT OF WAY APPRAISALS

Conzor's Task 3.2 scope of work remains the same as amended through Amendment No. 9, in support of Right-of-Way subconsultant, Interwest, and is included to backfill previously shifted budget.

TASK 3.3 – OBTAIN PERMITS

Conzor's Task 3.3 scope of work remains the same as amended through Amendment No. 9, in support of environmental subconsultant, QK, is included to backfill previously shifted budget.

PROJECT COORDINATION WITH THE PLACER CONSERVATION AUTHORITY REGARDING THE PLACER COUNTY CONSERVATION PROGRAM, CALTRANS, AND STATE AND FEDERAL ENVIRONMENTAL REGULATORY AGENCIES

QK will coordinate with the Placer Conservation Authority (PCA), which oversees the PCCP, regarding project PCCP compliance to incorporate the necessary mitigation measures associated with the program as it relates to the specific impacts of the project. QK's scope of work for this task will include the preparation of the Initial Project Application, Pre-Development Meeting Application, Environmental Questionnaire document, and two (2) virtual meetings for the required application coordination between the City, Caltrans, and the PCA.

Caltrans requires additional consultation between QK, PCA, and the City of Lincoln. QK will work with Caltrans to obtain compliance with Section 7 consultation. QK will also consult with and address comments from NOAA-Fisheries, California Department of Fish and Wildlife, and Regional Water Quality Control Board.

Deliverables:

- Initial Project Application document in PDF format. This includes the updated NES and BA.
- Pre-Development Meeting Request Form in PDF format
- Environmental Questionnaire document in PDF format
- Independent summary tables and figures that are requested by the PCA, Caltrans, and environmental regulatory agencies.
- Permit applications.

TASK 3.4 – 75% SUBMITTAL

TASK 3.4.1 PLANS

Roadway, Bridge and Signals

To determine environmental limits as well as roadway eligibility limits, a preliminary 75% design was prepared prior to changing the project from a four-lane facility to a three-lane facility as well as lowering the profile per Caltrans request. Therefore, additional time is required for the preparation of plans, quantities, and engineer's estimates to incorporate the changes associated with the final roadway geometry.

Exhibit “A” Scope of Work – Amendment No. 10

City of Lincoln – McBean Park Drive Bridge Replacement over Auburn Ravine Project

Signals

The original scope of work included Fehr & Peers preparing traffic signal modification, bridge lighting and street lighting plans. The original scope of work was based on the prior project description which included a two-lane bridge cross-section. The new project description includes a three-lane bridge with full intersection improvements for two through lanes in each direction at Ferrari Ranch Road. The traffic signal work now must include changes to accommodate widening at both intersections. This will likely require replacement of traffic signal equipment on all four corners at both intersections. Therefore, additional time is required for the preparation of plans, specifications, and engineer’s estimates to incorporate the additional changes associated with the widening. Some additional time is also included for construction support and project close-out to account for the changes.

Lighting

The limits of lighting in the contract include the new bridge and street lighting for McBean Park Drive between East Avenue and Ferrari Ranch Road. The new project description includes widening of McBean Park Drive to the east to conform to the existing two-lane cross-section. Therefore, this amendment includes the extension of the street lighting design to the east to illuminate the lane drops and transition areas.

Temporary Traffic Signal Designs

It is also assumed that temporary traffic signal designs will be required in order to maintain traffic operations during construction. Fehr & Peers will prepare plans, specifications and estimates (PS&E) for the design of temporary traffic signals at the McBean Parkway/East Avenue and McBean Parkway/Ferrari Ranch Road intersections, if necessary to maintain operations during construction. Two stages of construction for each intersection are estimated for this task. Fehr & Peers will prepare PS&E at the 75%, 90% and final submittal levels, along with written responses to City comments with each submittal.

Deliverables – Task 3.4

- 75% Road, Bridge, Signal and Lighting Plans – PDF, 11x17
- Engineers Construction Cost Estimate – PDF, 8.5x11
- Technical Specifications
- 75% Submittal Letter

Task 3.5 – 90% Submittal

TASK 3.5.1 PLANS

The 75% Signal and Lighting plan review comments will be addressed and the PS&E will be advanced to the 90% level. Additional plan sheets will be incorporated including, but not limited to, the following:

- Temporary Creek Diversion
- Construction Details
- Drainage Details
- Bridge Details
- Bridge Barrier Rail Details
- Aesthetic details (pedestrian overlook, aesthetic fencing, lighting standards, etc.)

TASK 3.5.2 SPECIFICATIONS

Prior to the 90% PS&E Submittal, the plans will be reviewed by Consor and an updated contract items list will be produced. Consor will update the technical specifications prepared during the 90% phase as needed.

Exhibit “A” Scope of Work – Amendment No. 10

City of Lincoln – McBean Park Drive Bridge Replacement over Auburn Ravine Project

TASK 3.5.3 CONSTRUCTION COST ESTIMATE

The Engineer’s Construction Cost Estimate will be updated. At this juncture, ten (10) percent of the total estimate will be added for contingencies.

Deliverables – Task 3.5

- 90% Road, Bridge, Signal and Street Lighting Plans – PDF, 11x17
- Engineers Construction Cost Estimate – PDF, 8.5x11
- Technical Specifications
- 90% Submittal Letter

Task 3.6 – Final Construction Documentation

TASK 3.6 PLANS, SPECIFICATIONS, CONSTRUCTION COST ESTIMATE, RE PENDING FILE

Preparation of the final construction documents will include, addressing the 90% Review Comments, final QA/QC, preparing final signed plan set, signed technical specifications and a construction cost estimate. The Final PS&E will be submitted to the City for Council approval to advertise for construction.

Comments from the 90% will be addressed and Consor will assemble the final project specifications ready for printing the contract documents. The Engineer’s Construction Cost Estimate will be finalized. At this juncture, ten (5) percent of the total estimate will be added for contingencies. Consor will provide a Resident Engineer's (RE) Pending File which contains construction related documents and information.

Deliverables – Task 3.6

- Final Plans – PDF and 5 sets, 11x17
- Engineers Construction Cost Estimate – PDF and 5 sets, 8.5x11
- Boilerplate, General and Technical Specifications
- Final Submittal Letter

PHASE 4 - CONSTRUCTION

BIDDING AND AWARD SERVICES

The Consor team will provide bidding assistance to the City. This will include consultation and interpretation of the contract documents and assisting the City in preparing addenda to the PS&E, and attending pre-bid or construction meetings and bid openings.

The Project Team will be available to provide assistance to the City, as required, during bidding of the project. This could include answering questions from prospective bidders, assisting the City in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. Since the City is the primary point of contact and response, we have assumed an on-call role for this task. Upon authorization from the City, following Scope-of-Work and Budget authorizations, the Team will provide engineering support services the City may need during bidding and award phase.

CONSTRUCTION SUPPORT

Construction support during construction is considered a Construction Engineering (CE) Phase with FHWA and Caltrans and requires a separate scope and contract following the Preliminary Engineering (PE) Phase. The Project Team can provide engineering assistance to the City, on an on-call, as needed basis during construction phase of the project, which could include:

Exhibit “A” Scope of Work – Amendment No. 10

City of Lincoln – McBean Park Drive Bridge Replacement over Auburn Ravine Project

- Attend pre-construction meeting
- Review of Contractor submittals and shop drawings
- Respond to Field Inquiries
- Review and respond to change order requests
- Prepare plan revisions as needed by contract change orders
- Perform periodic construction progress inspections, if necessary
- Provide ongoing consultation as needed
- Prepare as-built record drawings

Assumptions:

1. The City will handle any printed public meeting notification material expenses if needed, including but not limited to direct mail, postage and printing of fliers.
2. Exceptions to the ASTM standard include no title searches, property appraisals, or interviews to be performed for the Project area.
3. Property acquisition will not require condemnation.

Consor Team - Amendment #10 Cost Proposal

Task No.	Project Number: Br.# 19C0254 Project Name: McBean Park Drive Bridge														Conсор Total Hours	Conсор Labor Dollars				NLF + Escalation	Task Cost	Task Hours						
	TASKS	Principal Engineer	Principal Engineer	Professional Engineer	Engineering Designer	Professional Engineer	Senior Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Professional Engineer	Professional Engineer	CAD Technician	Project Coordinator		Conсор Total Labor Dollars	Conсор Labor	Conсор Profit	Conсор NLF Budget				OK (Environmental)	F&P (Signal/Electrical)	HDR / WRECO (Geotech)	J.B. Surveys, Inc. (Survey)		Subconsultant Subtotal
		JPJ	MAS	BCH	HGA	KCB	AKM	CDD	JCC	GLK	CJC	IT	PSK	PrCo		Direct Labor	Labor + OH Multiplier	Fee Multiplier	Actual Labor Multiplier									
No.	Initial Hourly Rate	\$114.45	\$93.01	\$71.54	\$48.73	\$57.98	\$86.52	\$103.28	\$80.98	\$78.05	\$57.98	\$56.35	\$46.29	\$46.00														
	Key Personnel	Yes	No	No	No	No	No	No	No	No	No	No	No	No														
	Prevailing Wage	No	No	No	Yes	No	No	No	No	No	No	Yes	Yes	Yes														
	OT Eligible	No	No	No	No	No	No	No	No	No	No	No	Yes	Yes			2.8000	12%	3.1360									
															0	\$0	\$0	\$0.00	\$0	\$0								\$0
1.0	Task 1 - Project Management														0	\$0	\$0	\$0.00	\$0	\$0	\$ 83,198	336						\$0
1.2	Project Management		160	48					48					80	336	\$25,883	\$72,471	\$8,696.55	\$81,168	\$83,198								\$0
2.0	Task 2 - Preliminary Engineering														0	\$0	\$0	\$0.00	\$0	\$0	\$ 31,850	136						\$0
2.1	Preliminary Engineering (includes replacement of shifted funds)		16	40		40			40						136	\$9,908	\$27,743	\$3,329.19	\$31,072	\$31,850			\$10,000					\$10,000
3.0	Task 3 - Final Engineering														0	\$0	\$0	\$0.00	\$0	\$0	\$ 471,370	2216						\$0
3.1	Finalize Studies & Reports		16	40		40			16				100		212	\$12,594	\$35,262	\$4,231.48	\$39,494	\$40,482			\$73,793		\$36,256			\$110,049
3.2	Right of Way Appraisals (includes replacement of shifted funds)		8	40			40								88	\$7,066	\$19,786	\$2,374.30	\$22,160	\$22,714						\$40,000		\$40,000
3.3	Obtain Permits (includes replacement of shifted funds)		16	40		40									96	\$6,669	\$18,673	\$2,240.77	\$20,914	\$21,437								\$0
3.4	75% Submittal														0	\$0	\$0	\$0.00	\$0	\$0								\$0
3.4.1	Update 75% Plans		24	80	80	120	80		40			80	40		544	\$35,332	\$98,929	\$11,871.47	\$110,800	\$113,571				\$25,000				\$25,000
3.4.6	Draft Type Selection Report		8	24	8				32			80	16		168	\$10,691	\$29,935	\$3,592.18	\$33,527	\$34,365								\$0
3.4.7	Type Selection Meeting		4	8	8				8			16			44	\$2,884	\$8,074	\$968.91	\$9,043	\$9,269								\$0
3.4.8	Final Type Selection Report		4	4	8				12			4			32	\$2,245	\$6,287	\$754.40	\$7,041	\$7,217								\$0
3.5	90% Submittal														0	\$0	\$0	\$0.00	\$0	\$0								\$0
3.5.1	Plans		16	60	60	80			40	80		40	40		416	\$26,932	\$75,409	\$9,049.05	\$84,458	\$86,570								\$0
3.5.2	Specifications		2	4			40		8						54	\$4,581	\$12,826	\$1,539.13	\$14,365	\$14,724								\$0
3.5.3	Construction Cost Estimate			16	32				6		40	40			134	\$7,763	\$21,737	\$2,608.40	\$24,345	\$24,954								\$0
3.5.4	Meet w/ City to Present 90% Plans		2	2					2						6	\$491	\$1,375	\$165.00	\$1,540	\$1,578								\$0
3.5.5	Utility Coord - Notice To Owner (C Plans)		8	24	4										36	\$2,656	\$7,437	\$892.40	\$8,329	\$8,537								\$0
3.5.6	Draft SWPP		4	16											20	\$1,517	\$4,247	\$509.60	\$4,756	\$4,875								\$0
3.6	Final Construction Documents														0	\$0	\$0	\$0.00	\$0	\$0								\$0
3.6.1	Plans		8	40	40	40		24	40				40		232	\$15,444	\$43,242	\$5,189.09	\$48,431	\$49,643								\$0
3.6.2	Specifications		2	2			8		8						20	\$1,669	\$4,674	\$560.82	\$5,234	\$5,365								\$0
3.6.3	Construction Cost Estimate			8	8				6		4	8			34	\$2,131	\$5,966	\$715.94	\$6,682	\$6,849								\$0
3.6.4	RE Pending File		4	8	8				2			8			30	\$1,947	\$5,451	\$654.18	\$6,106	\$6,258								\$0
3.6.5	SWPPP		2	8											10	\$758	\$2,123	\$254.80	\$2,378	\$2,438								\$0
3.7	Right of Way Acquisitions (includes additional scope for survey efforts)		8	16			16								40	\$3,273	\$9,164	\$1,099.72	\$10,264	\$10,521								\$0
4.0	Construction Support		40	80					100			120			340	\$24,304	\$68,051	\$8,166.13	\$76,217	\$78,123	\$ 78,123	340						\$0
															0	\$0	\$0	\$0.00	\$0	\$0								\$0
	Subtotal - Hours	0	352	608	256	360	184	24	408	80	44	396	236	80	3028	\$206,736.64	\$578,862.59	\$69,463.51	\$648,326.10	\$664,540	\$ 664,540	3028						0
	Anticipated Salary Increases															\$5,170.34	\$14,476.95	\$1,737.23	\$16,214.19									
	Other Direct Costs															411			\$410.71	\$410.71								0
	Total Cost	\$0	\$32,739	\$43,496	\$12,475	\$20,873	\$15,919	\$2,479	\$33,041	\$6,244	\$2,551	\$22,315	\$10,924	\$3,680	\$206,737	\$211,907	\$593,340	\$71,201	\$664,951	\$664,951			\$83,793	\$25,000	\$36,256	\$40,000	\$0	\$185,049

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: McBean Park Drive Bridge

Consultant	Conсор North America, Inc.
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Project No. Br.# 19C0254

Contract No. J18L111CA.0

Date _____

7/9/2025

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
<u>Principal Engineer</u>	*	Jurrens, Jason	JPJ	0	\$ 114.45	\$80 - \$170	\$ -
<u>Principal Engineer</u>		Sanchez, Michael	MAS	352	\$ 93.01	\$80 - \$170	\$ 32,739.17
<u>Professional Engineer</u>		Harrison, Brent	BCH	608	\$ 71.54	\$45 - \$100	\$ 43,496.32
<u>Engineering Designer</u>	**	Gutierrez Angel, Hernan	HGA	256	\$ 48.73	\$35 - \$95	\$ 12,474.88
<u>Professional Engineer</u>		Beltran, Kevin	KCB	360	\$ 57.98	\$45 - \$100	\$ 20,872.80
<u>Senior Engineer</u>		Mitchell, Andrew	AKM	184	\$ 86.52	\$55 - \$125	\$ 15,919.16
<u>Principal Engineer</u>		Davis, Carolyn	CDD	24	\$ 103.28	\$80 - \$170	\$ 2,478.67
<u>Senior Engineer</u>		Cruz, Juan	JCC	408	\$ 80.98	\$55 - \$125	\$ 33,041.47
<u>Senior Engineer</u>		Keating, Gavin	GLK	80	\$ 78.05	\$55 - \$125	\$ 6,244.00
<u>Professional Engineer</u>		Cajegas, Cyam	CJC	44	\$ 57.98	\$45 - \$100	\$ 2,551.12
<u>Professional Engineer</u>		Toropov, Inessa	IT	396	\$ 56.35	\$45 - \$100	\$ 22,314.60
<u>CAD Technician</u>	** #	Kenny, Patrick	PSK	236	\$ 46.29	\$30 - \$65	\$ 10,924.44
<u>Project Coordinator</u>	** #	Project Coordinator	PrCo	80	\$ 46.00	\$40 - \$60	\$ 3,680.00
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
			Subtotal:	3028			\$ 206,736.64

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 206,736.64

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

\$ 5,170.34

c) Total Direct Labor Costs [(a) + (b)] \$ 211,906.98

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.00%):

e) Total Fringe Benefits [(c) x (d)] \$ 82,643.72

f) Overhead (Rate: 141.00%):

g) Overhead [(c) x (f)]	<u>\$ 298,788.84</u>
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h) General and Administrative (Rate: 0.00%):

i) Gen & Admin [(c) x (h)]	\$	-
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j) Total Indirect Costs [(e) + (g) + (i)]

\$ 381,432.56

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00%

\$ 71,200.75

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	500	Miles	\$ 0.700	\$ 350.00
Per Diem/Hotel		Day	\$ -	\$ -
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous	1		\$ 60.71	\$ 60.71
l) TOTAL OTHER DIRECT COSTS				\$ 410.71

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

QK (Environmental)	\$ 83,793.00
F&P (Signal/Electrical)	\$ 25,000.00
HDR / WRECO (Geotech)	\$ 36,256.00
J.B. Surveys, Inc. (Survey)	\$ 40,000.00
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ 185,049.00
n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]	\$ 185,459.71
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 850,000.00

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
- Anticipated salary increases calculation (page 2) must accompany.
- "Range" shown for initial salary at time of cost submittal. This is subject to escalation.
- Employees considered "Non-Exempt" are marked with a "#" and are eligible for overtime (1.5X for overtime and 2.0X for double overtime) as applicable.

Exhibit 10-H1 Cost Proposal Page 2 of 3
Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
 (Calculations for Anticipated Salary Increases)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 206,736.64	3028	=	\$68.27	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$68.27	+	5%	=	\$71.69	Year 2 Avg Hourly Rate
Year 2	\$71.69	+	5%	=	\$75.27	Year 3 Avg Hourly Rate
Year 3	\$75.27	+	5%	=	\$79.03	Year 4 Avg Hourly Rate
Year 4	\$79.03	+	5%	=	\$82.98	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	3028	=	1514	Estimated Hours Year 1
Year 2	50.00%	*	3028	=	1514	Estimated Hours Year 2
Year 3	0.00%	*	3028	=	0	Estimated Hours Year 3
Year 4	0.00%	*	3028	=	0	Estimated Hours Year 4
Year 5	0.00%	*	3028	=	0	Estimated Hours Year 5
	Total		Total	=	3028	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$68.27	*	1514	=	\$103,368.32	Estimated Hours Year 1
Year 2	\$71.69	*	1514	=	\$108,538.66	Estimated Hours Year 2
Year 3	\$75.27	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$79.03	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$82.98	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$211,906.98	
	Direct Labor Subtotal before Escalation			=	\$206,736.64	
	Estimated total of Direct Labor Salary Increase			=	\$5,170.34	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal Page 3 of 3**Certification of Direct Costs:**

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

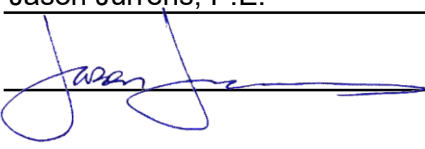
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112 - Letting of Contracts](#)
4. [48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related 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: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 7/9/2025

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

Environmental support tasks, Right of Way Support, Appraisals/Acquisitions Support,
Final Geotechnical Report, Bridge Design updates & Final Engineering Design,
Supplemental support for Caltrans coordination/6D/Type Selection,
Final Construction Documents and Construction Support



May 2, 2025

Mr. Mike Sanchez
Senior Engineer
Quincy Engineering
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670

Subject: Additional Bio and CEQA Services for McBean Parkway Bridge, City of Lincoln, California

Dear Mr. Sanchez

The City of Lincoln (City) proposes to replace the existing McBean Park Drive Bridge (19C0059) over Auburn Ravine near downtown Lincoln in western Placer County, California. To accomplish this the City must comply with various regulatory conditions. This document provides for additional biological services that will be required to comply with California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), the Placer County Conservation Plan (PCCP), various regulatory agencies for Project permitting, as well as to meet Caltrans Local Assistance Procedures Manual (LAPM) requirements.

APPROACH/SCOPE OF SERVICES

QK previously conducted various planning and biological investigations for this Project, with many of those tasks being completed and nearly approved (Tasks 1 thru 4 as described in the original contract). Prior to Caltrans review of the Biological Reports, it was determined that the CEQA document needs to incorporate the Placer County Conservation Program (PCCP). The PCCP is designed to ensure land will be strategically and effectively managed to support the survival and well-being of covered species, as well, as hundreds of other species that are dependent on the same habitat. There are tangible benefits to using the PCCP as a mechanism for permitting and mitigation. The PCCP includes three components that support the State and federal permitting process through the development of a joint Habitat Conservation Plan (HCP) and Natural Communities Conservation Plan (NCCP), a Western Placer County Aquatic Resources Program (CARP), and In-lieu Fees. Tasks to review the PCCP and incorporate the program into the Biological Reports and CEQA document are outlined below.

BIOLOGICAL REPORT AND PERMITTING

QK conducted various biological surveys between 2014 and 2024 to document biological conditions at and surrounding the McBean Park Drive Bridge. Based on these surveys reports were prepared, including two Biological Assessments (BA) for the United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) (originally drafted in 2015 and updated in 2021), National Environment Study (originally drafted in 2015 and updated in 2021), Aquatic Resources Delineation and Report of potential wetlands and Waters of the U.S. (originally drafted in 2015 and updated in 2021), an analysis of bat use of the bridge by conducting a visual and acoustic assessment of the existing bridge for bats, (originally conducted in 2017 and updated in 2021), a Swainson's Hawk Nesting Survey (originally conducted in 2023 and updated in 2024), and a Black Rail Survey Report (originally conducted in 2023 and updated in 2024). Supplemental site visits were conducted to verify previous survey findings and to evaluate existing conditions (2019 and 2021). A survey of trees within the Project footprint was conducted by an ISA-Certified Arborist (2015 and updated in 2021). Draft reports of these efforts were prepared. The framework of the PCCP was reviewed and the NES and the fisheries BA were updated to meet the requirements of the PCCP. This task includes the preparation and submittal of permit applications and addressing comments and revisions from the agencies on the permit applications.

PROJECT COORDINATION WITH THE PLACER CONSERVATION AUTHORITY REGARDING THE PLACER COUNTY CONSERVATION PROGRAM, CALTRANS, AND STATE AND FEDERAL ENVIRONMENTAL REGULATORY AGENCIES

QK will coordinate with the Placer Conservation Authority (PCA), which oversees the PCCP, regarding project PCCP compliance to incorporate the necessary mitigation measures associated with the program as it relates to the specific impacts of the project. QK's scope of work for this task will include the preparation and updating of the Initial Project Application, on-going meetings with PCCP personnel and partner agencies, and virtual meetings for the required application coordination between the City, Caltrans, and the PCA.

Caltrans requires additional consultation between QK, PCA, and the City of Lincoln. QK will work with Caltrans to obtain compliance with Section 7 consultation. QK will also consult with and address comments from NOAA-Fisheries, United States Fish and Wildlife Service, California Department of Fish and Wildlife, Army Corp of Engineers, and Regional Water Quality Control Board.

Deliverables:

- Initial Project Application document in PDF format. This includes the updated NES and BA.
- Pre-Development Meeting Request Form in PDF format
- Environmental Questionnaire document in PDF format
- Independent summary tables and figures that are requested by the PCA, Caltrans, and environmental regulatory agencies.
- Permit applications.

ADDITIONAL WILDLIFE SURVEYS

The City of Lincoln is seeking coverage for the Project under the Placer County Conservation Plan (PCCP). The PCCP requires that protocol surveys be conducted for black rail occur between March and July during the year that a Project begins. No Project activities can occur within 500-feet of black rail habitat until protocol level surveys are completed. The Project is scheduled to start in spring of 2026 before black rail protocol level surveys could be conducted in that year. The PCCP has agreed that black rail should begin in 2025 to avoid any Project delays.

Protocol level Swainson's hawk (*Buteo swainsoni*) surveys were completed in 2023. Additional protocol level surveys do not need to be completed for this species, but Swainson's hawks could use the Project for nesting before the Project begins. To avoid any Project delays and/or additional mitigation costs, all trees slated for removal will be checked for nesting raptors during the 2025 nesting season. If an active nest is present, the raptor species using it will be identified. If surveys are not conducted in 2024 and a stick nest is in a tree that is slated for removal in 2025, regulatory agencies may treat such nest as Swainson's hawk nests and require additional mitigation, which could cause a delay in the project construction schedule.

Deliverables:

- Two draft letter reports, one for each species survey, in PDF format
- Two final letter reports, one for each species, in PDF format

FEE ESTIMATE

Task	Description	Fee Type	Fee Amount
5.0	Biological Reporting and Permitting	T&M	\$27,228
6.0	Project Coordination with PCCP	T&M	\$16,923
7.0	Additional Wildlife Surveys	T&M	\$29,642
Total Fee			\$73,793

Notes:

1. Expenses for reproduction, mailing, mileage, etc. are billed per our attached Charge Rate Schedule.
2. Tasks billed by fixed fees will be invoiced monthly based on the percentage of work completed.
3. Additional Services requested in writing and approved by the client will be provided on a time-and-materials basis.

Thank you for the opportunity to propose on this project. If you have any questions or would like to discuss this proposal further, please contact Ernie Escobedo at (559) 449-2400. We look forward to working with you on this important project.

Ernie Escobedo
Branch Manager – Clovis



July 19, 2023

Mr. Mike Sanchez
Conzor
11017 Cobblersrock Drive, Suite 100
Rancho Cordova, CA 95670

Re: McBean Park Drive Bridge Replacement Update

RS14-3238

Dear Mike:

Thank you for contacting me to discuss upcoming efforts on the McBean Park Drive Bridge Replacement Project. We understand that we will be updating the 90% design for submittal and progressing to final documents. Based on our recent discussions, Fehr & Peers is submitting this amendment request to update our design and to include current staff members and their current billing rates.

Our existing scope of work includes design and construction support services for the following:

- Traffic signal modifications at the McBean Park Drive/East Avenue and McBean Park Drive/Ferrari Ranch Road intersections
- Street lighting for McBean Park Drive between East Avenue and Ferrari Ranch Road, including the bridge
- Electrical service to irrigation controllers on McBean Park Drive
- Temporary traffic signals at each of the McBean Park Drive/East Avenue and McBean Park Drive/Ferrari Ranch Road intersections for two stages of construction each

With this amendment, we propose to update our Plans, Specifications, and Estimates (PS&E) for the above items to incorporate the 2023 Caltrans Standards and to confirm the final equipment installed at the McBean Park Drive/Ferrari Ranch Road intersection with the last construction project. No other additions are proposed to the scope with this request. We will submit a revised 90% design, respond to comments, and prepare final PS&E.

Our existing project budget is \$89,139.73. A total of \$74,068.46 has been spent to date. Due to changes in billing rates since the original contract was signed and the new updates needed, our fee to complete the remainder of the project is \$36,289.45. Therefore, we are requesting through this amendment an increase of our contracted budget by \$21,218.18 to \$110,357.91. Supporting forms are attached.

Please do not hesitate to call if you have any questions. Thank you.

Sincerely,

FEHR & PEERS

A handwritten signature in cursive script that reads "Kristin D. Calia".

Kristin D. Calia, P.E.
Principal
C62461

McBean Parkway Bridge Replacement Project Cost Proposal

Consultant: Fehr & Peers
Original Contract: \$89,139.73
Total Billed to Date: \$74,068.46

June 3, 2024

DIRECT LABOR

Classification/Title	Name	Hours	Rate	Total
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Task Totals					
Direct Labor	Fringe & Overhead	Fee	ODCs	Total	

To Be Completed:

Update 90% PS&E

Principal	Kristin Calia	24	\$ 89.42	\$2,146.08
Senior Associate	Danny Murphy	8	\$ 73.08	\$584.64
Engineer/Planner	Brian Situ	20	\$ 42.31	\$846.20
Engineer/Planner	Jose Garcia	20	\$ 42.31	\$846.20
Engineer/Planner	Evan Mori	48	\$ 37.02	\$1,776.96
Project Admin.	Various	15	\$ 50.96	\$764.40
		135		

\$6,964.48 \$12,568.80 1,953.33 20.00 21,506.60

Final Design

Principal	Kristin Calia	10	\$ 89.42	\$894.20
Senior Associate	Danny Murphy	8	\$ 73.08	\$584.64
Engineer/Planner	Brian Situ	7	\$ 42.31	\$296.17
Engineer/Planner	Jose Garcia	7	\$ 42.31	\$296.17
Engineer/Planner	Evan Mori	16	\$ 37.02	\$592.32
Project Admin.	Various	6	\$ 50.96	\$305.76
		54		

\$2,969.26 \$5,358.62 832.79 9,160.67

Construction Support and Project Close-out

Principal	Kristin Calia	8	\$ 89.42	\$715.36
Senior Associate	Danny Murphy	4	\$ 73.08	\$292.32
Engineer/Planner	Brian Situ	5	\$ 42.31	\$211.55
Engineer/Planner	Jose Garcia	5	\$ 42.31	\$211.55
Engineer/Planner	Evan Mori	6	\$ 37.02	\$222.12
Project Admin.	Various	4	\$ 50.96	\$178.36
		32		

\$1,831.26 \$3,304.87 513.61 20.00 5,669.75

TOTAL - Direct Labor Costs

\$11,765.00

	Rate	Total
FRINGE BENEFITS	54.93%	\$6,462.51

INDIRECT COSTS

General & Administrative/Overhead	125.54%	\$14,769.78
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FIXED FEE (10.00%) \$3,299.73

OTHER DIRECT COSTS

Travel/Mileage Costs	\$40.00
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TOTAL - Other Direct Costs \$40.00

TOTAL TO BE COMPLETED \$36,337.03

TOTAL PREVIOUSLY BILLED \$74,068.46

GRAND TOTAL \$110,405.49

DIFFERENCE FROM ORIGINAL CONTRACT \$21,265.76



December 20, 2024

Mr. Mike Sanchez
Conzor Engineers, LLC
11017 Cobblersrock Drive, Suite 100
Rancho Cordova, CA 95670

Subject: McBean Park Drive at Auburn Ravine Bridge Replacement Project – Amendment

Dear Mr. Sanchez:

HDR Engineering, Inc. (HDR; formerly HDR|WRECO) is pleased to present you with this request for an amendment to the scope and fee for the McBean Park Drive at Auburn Ravine Bridge Replacement Project (Project) in the City of Lincoln (City). It is our understanding that the City is replacing the bridge on McBean Park Drive over the Auburn Ravine with a three-lane bridge, to improve protection against potential flooding and enhance connections for Neighborhood Electric Vehicles (NEV), golf carts, bicycles, and pedestrians. For the Project HDR will update the Initial Site Assessment (November 2021) and Preliminary Site Investigation (June 2022).

Detailed Scope of Work

Task 1 Initial Site Assessment

HDR submitted a Draft Initial Site Assessment (ISA) in November 2021. The ISA was prepared in general accordance with the American Society for Testing and Materials (ASTM) Standard E-1527-21 per Caltrans Standard Environmental Reference (SER) Environmental Handbook (EH) Volume 1, Chapter 10, "Guidelines for Hazardous Materials, Hazardous Waste, and Contamination," and Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI) (40 CFR Part 312). Exceptions to the ASTM standard include no title searches, property appraisals, or interviews to be performed for the Project area. The ASTM E1527-21 states that a conforming "Phase I" report is valid for a period of 180 days and may be updated during the 180 days to 1-year timeframe. If greater than one year passes from the final report date, the Phase I effort would need to be repeated to remain in compliance with ASTM and the "All Appropriate Inquiry" protection.

Database Review

HDR will review all available pertinent data, provided by the City and the Project Team, as well as site investigation reports, groundwater monitoring reports, and federal and state records within a 1-mile radius of the Project area.

As part of the study, HDR will order an Environmental Data Resources (EDR) database search for the Project, which is a database search of all regulated underground storage tanks, active and closed case files of cleanup operations, hazardous materials treatment, storage, and disposal facilities, historical cleaners and auto shops and regulated sites.

The following sources, will be reviewed for the purpose of determining the potential for RECs within the Project limits that may impact the proposed improvements:

- *EDR Corridor Report with GeoCheck®, EDR Aerial Photo Decade Report, EDR Historical Topo Map Report, EDR Certified Sanborn Map Report, and the EDR City Directory Image Report;*
- *Department of Toxic Substances Control's EnviroStor Database;*
- *RWQCB's GeoTracker Database;*
- *United States Department of Agriculture Natural Resources Conservation Service Web Soil Survey;*
- *Placer County (County) Land Use and Zoning maps, Office of the Assessor/Recorder files, and Building and Planning Department permits/records; and*
- *County Department of Environmental Health, California Environmental Reporting System (CERS), and Certified Unified Program Agency (CUPA) records.*

HDR will review these available records to determine the potential presence of RECs based on previous land use and any historical operations at or near the Project area. This research will also be used to help support the lack of RECs at the Project area.

Field Reconnaissance

HDR will conduct a field reconnaissance to assess the existing conditions at the vicinity of the Project area, and to visually observe indications of RECs within the Project limits. Visual observations will be documented, and photographs will be taken of the site conditions. The data from the field reconnaissance will be compared to the historical information and EDR database findings to determine if there are existing or potential RECs at the Project area.

Report

The results of the database search and field reconnaissance will be summarized and presented in a report, describing the existing or potential RECs at the Project area. HDR will submit a Draft ISA Report to the City and Project Team, and then incorporate comments received into the Final ISA Report. The report will comply with the California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) requirements.

Deliverables:

- *Draft ISA Report (PDF)*
- *Final ISA Report (PDF and 1 hard copy)*

Assumptions:

- Access to the Project area will be provided to HDR at no cost.
- There will be one round of comments for revision of the Draft ISA Report, and the Draft-Final ISA Report, and all comments will be compiled and provided at one time to HDR.

Task 2 Preliminary Site Investigation

HDR submitted a Preliminary Site Investigation (PSI) Report in June 2022. The PSI was performed in accordance with ASTM E1903-19 *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* and Caltrans' Standard Environmental Reference (SER), Volume 1: *Guidance for Compliance, Chapter 10 - Hazardous Materials, Hazardous Waste, and Contamination*.

The June 2022 PSI Report included the sampling of eight boring locations to a maximum depth of 3 feet below ground surface (ft bgs). Soil samples were samples at 0-1, 1-2, and 2-3 ft bgs and analyzed for lead and pH to determine if lead concentrations are at levels that require special management and/or disposal. The DTSC-Caltrans Statewide Agreement for Caltrans for Reuse of Aerially Deposited Lead (ADL)-Contaminated Soils, March 2016 (Agreement), provides guidelines for soil reuse based on lead concentrations in soil. To use the Agreement, a minimum number of samples must be taken from specific depths (0-1, 1-2, and 2-3 ft bgs) in ADL risk areas (exposed soil areas within 50 feet of the roadway during the leaded fuel era) and analyzed for lead; concentrations of lead are then compared to regulatory levels (80 milligrams per kilogram) to evaluate soil re-use/disposal.

Composite soil samples were analyzed for organophosphorus pesticides (OPP) using EPA Method 8141A; organochlorine pesticides (OCP) using EPA Method 8081A; PCBs using EPA method 8082; California Administrative Manual 17 (CAM 17) Metals using EPA Method 6010B/7471A; volatile organic compounds using 8260B; PAH using EPA Method 8310; and total petroleum hydrocarbons (TPH) as gasoline (TPHg) and diesel (TPHd) using EPA Method 8015M.

HDR also conducted structural elements sampling of the McBean Park Drive Bridge. Suspect asbestos containing materials (ACM) and lead-based paint (LBP) were collected from the bridge and analyzed for lead (paint chips) and asbestos content.

PSI Report

HDR will update the PSI Report and incorporate comments received. The report will include a discussion of sample collection and testing methods and certifications of the individuals performing the work. Additionally, the report will identify (if present) regulated and/or hazardous materials and evaluate soil disposal/reuse and worker safety measures. The structural elements sampling methods, procedures, analytical results, and data evaluation, conclusions, recommendations for worker safety, and waste management (disposal) will also be presented. HDR will submit a Draft PSI Report to Consor. Once



comments are received, they will be included in the Final PSI Report. The report will comply with CEQA/NEPA requirements.

Deliverables:

- *Draft-Final PSI Report (PDF)*
- *Final PSI Report (PDF)*

Task Assumptions:

- *HDR's deliverables will be provided in PDF format.*

Task 3 Foundation Report

HDR submitted a Draft Foundation Report in February 2015 for the proposed replacement bridge. This report requires revision to meet current requirements set forth in Caltrans' July 2024 Foundation Reports for Bridges, Seismic Design Criteria 2.0, California Amendments to AASHTO Bridge Design Specifications, and update the Log of Test Borings to the current format. This revision will also include updating the recommendations to reflect the current design and incorporate comments provided by the client for the draft report.

Task Assumptions:

- *No additional investigation or lab work is required.*
- *HDR's deliverables will be provided in PDF format.*

Schedule

The work included as part of this amendment will be completed in 2025.

Enclosed please find our proposed work hours and cost estimate. Contact our project manager, David Kitzmann, if you have questions at (916) 897-5705 or email at david.kitzmann@hdrinc.com.

Best Regards,

HDR Engineering, Inc.

Vikrant Sanghai, Vice President

Enclosures: Cost Estimate

City of Lincoln
McBean park Drive at Auburn Ravine Bridge Replacement Project

Hour and Fee Estimate for HDR Tasks
Prepared by HDR

December 20, 2024

TASK	DESCRIPTION	Senior Geologist	Senior Geologist	Senior Geologist	Associate Geologist	Staff Geologist	Technical Editor	Technical Editor	Project Coordinator	Project accountant	PIC		TOTALS BY TASK					
													Hours	Labor Cost	Escalation 4.5%	OH Rate 157.94%	Fee 10%	Total
Billing Raw Rate		98.54	76.72	59.63	46.89	48.22	42.81	41.25	37.98	34.87	127.06	47.20						
Basic Tasks																		
Labor																		
1	Project Management	8	4						8	16	4		40	\$ 2,465.19	\$ -	\$ 3,893.52	\$ 635.87	\$ 6,994.58
2	ISA												0	\$ -	\$ -	\$ -	\$ -	\$ -
	Site Walk					8							8	\$ 385.73	\$ -	\$ 609.22	\$ 99.50	\$ 1,094.45
	Draft		6	2	32			4	2	2			48	\$ 2,390.72	\$ -	\$ 3,775.91	\$ 616.66	\$ 6,783.29
	Final		2	2	4			2					10	\$ 542.75	\$ -	\$ 857.22	\$ 140.00	\$ 1,539.97
3	PSI												0	\$ -	\$ -	\$ -	\$ -	\$ -
	Draft		4		12			4					20	\$ 1,034.55	\$ -	\$ 1,633.97	\$ 266.85	\$ 2,935.37
	Final		2		4			2					8	\$ 423.50	\$ -	\$ 668.87	\$ 109.24	\$ 1,201.61
4	Foundation Report	16				30	8					40	94	\$ 5,253.80	\$ -	\$ 8,297.85	\$ 1,355.17	\$ 14,906.82
													0	\$ -	\$ -	\$ -	\$ -	\$ -
													0	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Labor		24	18	4	52	38	8	12	10	18	4	40	228	\$ 12,496.24	\$ -	\$ 19,736.56	\$ 3,223.29	\$ 35,456.09
Sub Consultant																		
	Sub 1																	\$ -
	Sub 2																	\$ -
	Subconsultant Markup 10.0%																	\$ -
Subtotal Subconsultant																		\$ -
Expense																		
	Travel & Per Diem																	\$ 250.00
	Field Supplies																	\$ 150.00
	EDR																	\$ 400.00
Subtotal Expense																		\$ 800.00

Total Project Cost \$ 36,256.09



JIM BRAINARD, PLS – SURVEY PRINCIPAL

EDUCATION:

BA, Management, Chaminade University, Honolulu, HI

Defense Mapping School, Basic Geodetic Surveying School; NGS Blue Book Certification Training; Advanced Geodetic Survey School; Analytical Photogrammetric School

REGISTRATION:

Professional Land Surveyor:
Arizona #65722
California #7051
Colorado #38739
Idaho #16475
Iowa #21613
Montana #73508
Nevada #28191
Utah #10476343-2201

YEARS OF EXPERIENCE:

41

PROFESSIONAL AFFILIATIONS:

National Society of Professional Surveyors

AREAS OF EXPERTISE:

- Project Management
- QA/QC Surveys
- Control Surveys
- Cadastral Retracements
- Cadastral Monumentation
- GPS Surveys
- Right of Way Engineering
- Plats and Legal Descriptions
- Records Research
- Records of Survey

James (Jim) Brainard, PLS has over 41 years of experience managing and delivering surveying services for large right of way corridors on public infrastructure projects. In January of 2021, Jim established JB Surveys, Inc. with an emphasis on providing his expertise in land network boundary and right of way corridors to the 8 states he is licensed. Prior to 2021, he was the Vice President of surveying at R.E.Y. Engineers for over 16 years and provided corridor boundary surveys for right of way to PG&E, State Transportation agencies, US Army Corp of Engineers, Department of Water Resources and numerous other agencies Jim was instrumental in introducing high tech surveying with Mobile LiDAR and UAV LiDAR throughout the US. Before R.E.Y., Jim served 13 years with Caltrans, including serving as Chief of the North Region Office of Surveyors for Districts 1, 2 and 3, where he was responsible for all survey and right of way engineering projects and 150 personnel within three Caltrans districts.

PROJECT EXPERIENCE

Butte County Right of Way Retracement Surveys - Survey Manager to help re-establish the right of way corridors for fire scared area tree removal services in the Butte County area of the fires that occurred in 2019, 2020 and 2021 Responsible for land-net research, retracement, boundary surveys, cadastral documentation, monument perpetuation, boundary marker setting and final record of survey for each roadway corridor assigned.

USACE Sacramento District American River Common Features Magpie Creek Diversion Canal, California Levee Enlargement and Structures, Sacramento, CA - Technical Lead for deliverables on this right of way corridor for boundary establishment, topographic surveys, legal descriptions and exhibits, and bathymetric surveys at American River Common Features Magpie Creek Diversion Canal Sacramento, California Levee Enlargement and Structures.

Caltrans Districts 1, 2, 3, 4, and 10 On-Call Survey Services, North and Central Region, CA – Project Manager on multiple on-call land surveying for a variety of Caltrans projects in Districts 1, 2, 3, 4 and 10. Services included staff augmentation construction staking, cadastral, right of way engineering, boundary, topographic, GPS and geodetic surveying, mobile LiDAR and terrestrial laser scanning.

Pacific Gas and Electric (PG&E) On-Call Survey Services, Statewide, CA – Survey Principal in Charge for multimillion dollar on-call survey services contract providing a full range of survey services for PG&E infrastructure inventory and improvement projects, including pipelines, transmission lines, and dams and reservoirs throughout California. Created over 1200 legal descriptions and exhibits and have resolved over 600 miles of right of way retracements and cadastral surveys.

On-Call Survey Services, Contract 01A0960, Caltrans North Region, Humboldt, Del Norte, and Trinity Counties, CA - Principal in Charge and Project Manager for 10 backlog monumentation projects along 42 miles of highway in three rural Northern California counties. Project specifications followed the State (Caltrans) survey and Right of Way engineering manual.

PG&E 4,200-Mile Pipeline Survey, Central and Northern, CA - Principal for retracement of right of way land surveying along 4,200 miles of underground gas pipeline, locating, surveying, mapping and marking the pipeline. Services included determining right of way and corridor widths and measuring features encroaching within a 20-foot-wide swath centered on the underground pipeline. Safety played a major role with this project due to the type and location of the facilities being surveyed.



PG&E Pipeline Pathways Program, Statewide, CA - Survey Manager for PG&E's Pipeline Pathways Program providing records research, field surveying, and mapping for natural gas pipelines. R.E.Y. is providing services throughout PG&E's service area for this \$3 billion Community Pipeline Safety Initiative (CPSI). R.E.Y. crews are performing field surveys to locate vegetation, improvements and topography within existing easements and rights-of-way. These are converted to drawings for further review and action by PG&E. To-date, R.E.Y. has coordinated with over two dozen local cities, counties and the state offices for encroachment permits and to research existing documentation.

PG&E 20/20 Pipeline Replacement Projects (80 miles) & L406/407/DFM, Yolo, Sutter, Sacramento & Placer Counties, CA - Project Manager for multiple 80 mile PG&E Gas pipeline corridors and the 30" Gas Main project which involved topographic mapping, boundary surveys, Right of Way engineering products and construction staking for a 42 mile pipeline.

Sacramento Municipal Utility District (SMUD) Transmission Line to GIS Conversion, Greater Sacramento Area, CA – Survey Manager providing review and conversion of legal document language to digital geometry and attributes in GIS, review of easement property boundary descriptions, easement research and field survey services. The project area encompasses roughly 225 miles of above ground transmission corridor within portions of Sacramento, Placer and El Dorado Counties. These corridors cross various jurisdictions within the counties. It is estimated that approximately 750 legal descriptions describe said boundaries and roughly +/- 2,000 granting documents are associated with these rights. The project is creating a comprehensive GIS inventory of all above ground SMUD Transmission Line easements, incorporating information already present in SMUD's existing tracking systems.

Natural Resources Conservation Service (NRCS) Easements - Survey Manager for 13 NRCS sites located in Sierra, Placer, Nevada, Plumas, Lassen and Modoc Counties. Responsible for land-net research, retracement, boundary surveys, cadastral documentation, monument perpetuation, boundary marker setting and final record of survey for each site. The largest site contained 6200 acres in Modoc County. Surveyed and retraced 3 townships and numerous section and quarter section corners.

US Forest Service On-Call contract for Cadastral Boundary Surveys – Jim was a sub-consultant to DGA&V, prime consultant, responsible for performing Sierra, Placer and El Dorado Counties. Responsible for land-net research, retracement, boundary surveys, cadastral documentation, monument perpetuation, boundary marker setting and filing corner records and records of survey for each assigned cadastral survey.



Company Description

J.B. Surveys, INC. is a U.S. provider of Land Surveying, Mapping, Cadastral, Boundary and Control Services for projects requiring accuracy and precision. We focus our efforts on geospatial data acquisition and precision equipment along with expertise in land boundary surveying.

The company is on the cutting edge for utilization of GPS and Robotic Total Stations. The staff is located in Auburn, California and Emmitt, Idaho. J.B. Surveys is able to respond to any size project through efficient and tested processes which adheres to high levels of quality and timeliness.

The company is led by Jim Brainard, PLS, licensed in 8 western states, who is an industry expert in surveying and mapping. Jim has continually pushed the teams and companies he has worked with to seek continuous improvement in technical advancements and procedural methods. He has been a part of the CALTRANS Survey Management Board, responsible for establishing statewide survey standards and procedures for over 1000 surveyors. Jim was the Supervising Transportation Surveyor for Districts 1, 2 and 3 with over 150 survey staff and over 900 projects annually. We also utilize Craig McCullough, PLS, licensed in 5 western states, and is a Certified Federal Surveyor (CFEDS). Craig and Jim met over 40 years ago in a US Army Basic Geodetic Surveying Course at the Defense Mapping School and have teamed up over the past 17 years on large scale public sector and utility corridor surveys.

Management and Technical Team:

J.B. Surveys has been fortunate to have consistent management and a technically proficient team. Few other firms have the depth of experience on projects and overall technical expertise. This team is able to produce large scale project deliveries in a very timely manner.

Areas of Expertise: Land Surveying, Topographic Mapping, Landnet & Boundary, Control Surveys, and GPS Surveying.

Principal in Charge: Jim Brainard, PLS – CA, AZ, CO, IA, ID, MT, NV, & UT

jbsurveysinc@outlook.com

Senior Surveyor: Craig McCullough, PLS – AK, ID, NM, NV, OR, WY, CFEDS

crm6901@hotmail.com

STAFF & EQUIPMENT:

2 Survey Crews

2 Survey CADD Technicians

2 Robotic Total Stations

6 GPS GLONASS Trimble Receivers

4 Survey Trucks

J.B. SURVEYS, INC
2025 FEE SCHEDULE



<u>CLASSIFICATION</u>	<u>MAX HOURLY RATE</u>
Principal Survey Manager	\$275
Project Surveyor	\$215
Surveyor	\$155
Technician	\$135
2-Person Survey Crew	\$355
1 Person Survey Crew	\$275
Expert Witness/CFED	\$400

These rates represent maximum rates to be charged for classifications. All rates are subject to change and are valid through 12/31/2025. Reimbursement for mileage expenses, if applicable, shall not exceed the rate established by the IRS for the current year. Cost of normal survey stakes and other field supplies are included in the above rates. Special monuments, iron stakes, etc., will be charged at cost. Filing fees, checking fees, and other outside charges will be billed at cost. Outside reproductions, services, and consultants will be charged at cost plus 10%. In-house large format reproduction will be charged at \$0.30/ SF for black and white and \$0.75/SF for color. Rates for overtime and double time for field and office employees will be charged at 135% and 170% of the regular rate. Per diem will be charged as agreed upon with contract.

Jim Brainard, PLS, President

City of Lincoln McBean Park Drive Bridge Replacement																																
ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	21	2022				2023				2024				2025				2026				2027				
							Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
137	NEPA CE	30 days	Fri 3/21/25	Thu 5/1/25																												
138	Caltrans verification of NEPA Studies complete	5 wks	Fri 3/21/25	Thu 4/24/25		CT, City																										
139	CT Issues NEPA CE	1 wk	Fri 4/25/25	Thu 5/1/25	138	CT																										
140	Obtain Permits	387 days	Thu 7/7/22	Fri 12/29/23																												
160	75% Plans - Update & Submittal	50 days	Wed 8/13/25	Tue 10/21/25																												
161	Submit Updated 75% Plans	6 wks	Wed 8/13/25	Tue 9/23/25	5	Conсор																										
162	City Review of 75% Plans	2 wks	Wed 10/8/25	Tue 10/21/25	161	City																										
163	Utility Coordination	1455 days	Mon 2/22/21	Fri 9/18/26																												
164	Request Conflict Resolution (B Letters)	1 mon	Wed 9/13/23	Tue 10/7/25	161	City, Conсор																										
165	Request Cost of Resolution	10 days	Mon 2/22/21	Fri 10/17/25	164	PG&E, AT&T																										
166	Request Liability Determination	20 days	Mon 3/8/21	Fri 9/18/26	165	City, Conсор																										
167	Right-of-Way Engineering	208 days	Fri 1/31/25	Tue 11/18/25																												
168	Prepare Limits of ROW Acquisitions and TCE	33 days	Fri 1/31/25	Tue 3/18/25		Conсор																										
169	Draft ROW & TCE Limits City Review	15 days	Wed 3/19/25	Tue 4/8/25	168	City																										
170	ROW & TCE Revisions	1 wk	Wed 8/13/25	Tue 8/19/25	169,5	Conсор																										
171	City Approves ROW & TCE Limits	1 wk	Wed 8/20/25	Tue 8/26/25	170	City																										
172	Plats and Legals	2 wks	Wed 8/27/25	Tue 9/9/25	171	Conсор																										
173	Appraisal Activities	25 days	Wed 9/10/25	Tue 10/14/25																												
174	Notice to Property Owners to Appraise	5 days	Wed 9/10/25	Tue 9/16/25	139,172	Interwest																										
175	Appraisal Process	15 days	Wed 9/17/25	Tue 10/7/25	174	Interwest																										
176	Appraisal Review and Approval by City	5 days	Wed 10/8/25	Tue 10/14/25	175	City																										
177	Draft Purchase Agreements	23 days	Wed 10/15/25	Fri 11/14/25																												
178	Prepare Offer Packages	5 days	Wed 10/15/25	Tue 10/21/25	176	Interwest																										
179	City Review of Offer Packages	3 days	Wed 10/22/25	Fri 10/24/25	178	City																										
180	Council Approves Acquisition	15 days	Mon 10/27/25	Fri 11/14/25	179	City																										
181	RFA for Right of Way Acquisition	15 days	Wed 7/9/25	Tue 7/29/25		City, Conсор																										
182	E-76 for Right of Way Acquisition	15 days	Wed 7/30/25	Tue 8/19/25	181	City																										
183	Make Formal Offers	65 days	Wed 8/20/25	Tue 11/18/25																												
184	Conduct Negotiations - First Written Offers	20 days	Wed 8/20/25	Tue 9/16/25	182	Interwest																										
185	City Approval of Terms	15 days	Wed 9/17/25	Tue 10/7/25	184	City																										
186	Escrow / Title Process	15 days	Wed 10/8/25	Tue 10/28/25	185	Interwest, City																										
187	Record Deed / Close Escrow	2.5 days	Fri 10/24/25	Tue 10/28/25	186FF	Interwest, City																										
188	Caltrans Certification Review	15 days	Wed 10/29/25	Tue 11/18/25	186	CT																										
189	Right of Way Certification	0 days	Tue 11/18/25	Tue 11/18/25	188	CT, City																										
Start Date: Wed 8/28/13 Status Date: Thu 8/1/13 Print Date: Tue 7/8/25																																
Page 2 of 3																																

City of Lincoln McBean Park Drive Bridge Replacement																																
ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	21	2022				2023				2024				2025				2026				2027				
							Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
190	Bridge Design Check	35 days	Wed 10/22/25	Tue 12/9/25																												
191	Perform Bridge Design Check	6 wks	Wed 10/22/25	Tue 12/2/25	162	Conсор																										
192	Prepare Response to City 75% comments	5 days	Wed 12/3/25	Tue 12/9/25	191	Conсор																										
193	Final Roadway Design	50 days	Wed 10/22/25	Tue 12/30/25																												
194	Perform Final Roadway Design & Details	6 wks	Wed 10/22/25	Tue 12/2/25	162	Conсор																										
195	Prepare Response to City 75% Submittal Comments	5 days	Wed 12/3/25	Tue 12/9/25	194	Conсор																										
196	Prepare technical specifications	2 wks	Wed 12/10/25	Tue 12/23/25	195	Conсор																										
197	Estimating	20 days	Wed 12/3/25	Tue 12/30/25																												
198	Prepare and Reconcile Quantities	10 days	Wed 12/3/25	Tue 12/16/25	194,191	Conсор																										
199	Prepare Marginal Structure Estimate	5 days	Wed 12/17/25	Tue 12/23/25	198	Conсор																										
200	Prepare Engineers Estimate	5 days	Wed 12/24/25	Tue 12/30/25	199	Conсор																										
201	QC Draft PS&E Submittal	5 days	Wed 12/31/25	Tue 1/6/26	200,196	Conсор																										
202	Draft (90%) PS&E Submittal	25 days	Wed 1/7/26	Tue 2/10/26																												
203	Submit Draft PS&E	15 days	Wed 1/7/26	Tue 1/27/26	201	Conсор																										
204	City Review Period Draft PS&E	10 days	Wed 1/28/26	Tue 2/10/26	203	City																										
205	Utility Coordination	35 days	Tue 1/27/26	Tue 3/17/26																												
206	Notice to Owner (Utility C Letters)	0 days	Tue 1/27/26	Tue 1/27/26	203	City,Conсор																										
207	Utility Agreements	30 days	Wed 1/28/26	Tue 3/10/26	206	City,Utilities																										
208	Utility Clearance Memo	5 days	Wed 3/11/26	Tue 3/17/26	207																											
209	Final (100%) PS&E Submittal	99 days	Wed 2/11/26	Mon 6/29/26																												
210	Respond to City comments on 90%	7 days	Wed 2/11/26	Thu 2/19/26	204	Conсор																										
211	Submit Final PS&E	8 days	Fri 2/20/26	Tue 3/3/26	210	Conсор																										
212	Council Approval of Final PS&E	1 wk	Wed 3/4/26	Tue 3/10/26	211	City																										
213	RFA for Construction	21 days	Wed 3/11/26	Wed 4/8/26	212	City,Conсор																										
214	Construction E-76	15 days	Thu 4/9/26	Wed 4/29/26	213,189	City																										
215	Advertise	20 days	Thu 4/30/26	Wed 5/27/26	214	City																										
216	Bid Opening	5 days	Thu 5/28/26	Wed 6/3/26	215	City																										
217	Council Award Construction Contract	15 days	Thu 6/4/26	Wed 6/24/26	216	City																										
218	Construction NTP	3 days	Thu 6/25/26	Mon 6/29/26	217	City																										
219	Construction	360 days	Tue 6/30/26	Mon 11/15/27																												
220	Construct Phase 1	18 wks	Tue 6/30/26	Mon 11/2/26	218	City																										
221	Winterize Project	26 wks	Tue 11/3/26	Mon 5/3/27	220	City																										
222	Construct Phase 2	24 wks	Tue 5/4/27	Mon 10/18/27	221	City																										
223	Finalize Project Records / Prepare As-Built Drawings	4 wks	Tue 10/19/27	Mon 11/15/27	222	Conсор																										
Start Date: Wed 8/28/13 Status Date: Thu 8/1/13 Print Date: Tue 7/8/25																																
Page 3 of 3																																



STAFF REPORT

Item Number 7.D

SUBJECT: Adopt a Resolution Approving the Notice of Completion for H, I, and J Street Water Distribution Rehabilitation Project, CIP 485 and Authorizing the City Clerk to File the NOC with the Placer County Recorder's Office. (Araceli Cazarez)

SUBMITTED BY: Andrew Kellen

DEPARTMENT: Engineering

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution accepting the H, I, and J Street Water Distribution Rehabilitation Project, CIP 485, as complete and authorizing the City Clerk to file the Notice of Completion with the Placer County Recorder (Attachment A).

The total construction cost of the project is \$4,795,032 from Fund 7110 through the Capital Improvements Program.

BACKGROUND/INTRODUCTION:

The Capital Improvement Program (CIP) for FY 2021/22 and FY 2022/23 includes CIP 485 – H, I and J Streets Water Distribution Rehabilitation project that will include necessary replacement of water mains, hydrant laterals and water services on H Street, I Street and J Street from 1st Street to 6th Street, and 4th Street, 5th Street and 6th Street from H Street to J Street.

On December 8, 2020, the City Council authorized a Task Order with REY Engineers, Inc. for professional engineering services for design of the H, I, and J Streets Water Distribution Rehabilitation Project. On June 28, 2022, City Council authorized Amendment No.1 to the Task Order with REY Engineers to include additional utility potholing locations and to begin the design for roadway reconstruction on I Street between 1st Street and 4th Street.

On December 13, 2022, the City Council adopted a resolution to approve the plans and technical specifications, and authorize the Engineering Division to proceed with the bidding process for construction. The invitation for bids was published in the Lincoln News Messenger, and posted on Planet Bids and the City website on July 11, 2024.

On October 8, 2024, the City Council adopted a resolution to: (1) augment \$152,968 to CIP 485 – H, I, and J Streets Water Distribution Rehabilitation Project from unencumbered balance of Water Capital Replacement Fund 7110; (2) authorize the City Manager to execute a contract for construction with

Flowline Contractors, Inc. in the amount of \$4,604,701 and authorize the City Engineer to approve change orders not to exceed \$460,470; (3) authorize the City Manager to execute a contract for construction management and inspection services with Coastland Civil Engineering in the amount of \$248,620; (4) authorize the City Manager to execute a contract for material testing services with Blackburn Consulting in the amount of \$93,787; and (5) authorize the City Manager to execute Amendment No. 2 to the December 8, 2020, Task Order with REY Engineers, Inc. for Professional Design Services in the amount of \$89,290.

The project is complete and all change orders have been finalized for a total change order amount of \$190,331 or 4.1% of the original contract amount \$4,604,701. A summary of the change orders is shown below.

CCO No.	Description	Cost
1	Potholing, Utility Conflict and Groundwater Mitigation	\$97,272.01
2	1 st St/H St Waterline Extension	\$21,485.04
3	Unsuitable Remediation, Storm Drain Repair, Additional Pavement Restoration, Concrete Replacement	\$104,951.77
4	Pothole Investigation, Night Work for Tie-in, Concrete Replacement, Utility Repair, Pavement Restoration	\$31,054.47
5	Additional Striping Replacement, Utility Conflict	\$17,477.59
6	Backflow Installations, Concrete Restoration	\$28,520.60
7	Balancing Contract Change Order	<\$110,430.99>
	Total	\$190,330.49

FINDINGS/ANALYSIS:

Final inspection of the improvements was performed on June 29, 2025. Staff have determined that the work performed by Flowline Contractors, Inc. is complete and in conformance with the contract terms. Flowline Contractors, Inc. has provided a Guarantee Letter and warranty bond to guarantee the work for a period of one-year from the filing of the attached notice of completion (see Attachment B).

ENVIRONMENTAL REVIEW:

The proposed project qualifies for a categorical/statutory exemption under Section 15302, and thereby is exempt from further environmental review under the California Environmental Quality Act Guidelines. This project consists of replacement of existing utility systems and involves negligible expansion of capacity.

FISCAL IMPACT:

Budgeted

CIP 485 H, I, and J Streets Water Distribution Rehabilitation Project

Fund 7110 (Water Cap Replacement) \$5,910,682

Total **\$5,910,682**

Actual project costs

Fund 7110

Flowline Contractors, Inc. – Construction Contract	\$4,604,701
Construction Contingency (4.1%)	\$ 190,331
REY Engineers – Design	\$ 524,522
REY Engineers – Amendment No. 2	\$ 89,290
Coastland – Project Management	\$ 42,260
Blackburn – Material Testing	\$ 93,787
<u>Coastland – Construction Management/Inspection</u>	<u>\$ 248,620</u>
Fund 7110 Total	\$5,793,511

Budgeted Remaining

Fund 7110	\$117,171
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ATTACHMENTS:[H,I,J Water Rehab NOC.DOC1.Resolution.2025Oct14.acazarez.docx](#)[H,I,J Water Rehab NOC.DOC2.Attach B_Guarantee.2025Oct14.acazarez.pdf](#)

RESOLUTION 2025-

A RESOLUTION ACCEPTING THE H, I, AND J STREET WATER DISTRIBUTION REHABILITATION PROJECT, CIP 485, AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE PLACER COUNTY RECORDER.

WHEREAS, on October 8, 2024, the City Council authorized the City Manager to execute a construction contract with Flowline Contractors, Inc. for the construction of H, I, and J Street Water Distribution Rehabilitation project; and

WHEREAS, all work with the above contract was completed on June 29, 2025, in accordance with the contract documents; and

WHEREAS, City staff recommends to the City Council that said project be accepted and a Notice of Completion be filed by the City.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln authorizes:

- A. Construction on the above-mentioned contract be accepted as complete in accordance with the plans and specifications.
- B. The City Clerk to execute and record the Notice of Completion on said contract and project on behalf of the City of Lincoln.
- C. Finance to release remaining/available funds from the completed project upon notification from the City Engineer or designee.

PASSED AND ADOPTED this 14th day of October, 2025 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

Attachment B

MAINTENANCE BOND

Bond No. 101205569
Premium: Included in Performance
Bond

KNOW ALL MEN BY THESE PRESENTS: That we Flowline Contractors, Inc. hereinafter called "Principal", and Merchants Bonding Company (Mutual) hereinafter called "Surety", are held and firmly bound unto City of Lincoln hereinafter called "Obligee", in the sum of Four Hundred Eighty-One Thousand Four Hundred Forty & 41/100 (\$481,440.41) DOLLARS, for the payment of which, well and truly to be made, the said Principal and Surety bind themselves, jointly, severally, and firmly by these presents together with their heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas, the said Principal has entered into a certain agreement for construction and installation of certain improvements known as H, I, & J Streets Water Distribution Rehabilitation West Project. The condition of said agreement being made a part hereof, wherein Principal agrees to repair, maintain and remedy certain improvements for a period of one year(s) following the date of Obligee's acceptance.

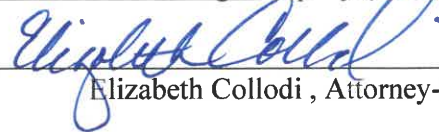
NOW, THEREFORE, if the Principal shall maintain and remedy said work free from defects in materials and workmanship for a period of one year(s) following the date on which the Obligee formally accepts conveys such work described herein, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, this Maintenance Bond is executed on the 15th day of August, 2025.

Flowline Contractors, Inc.



Merchants Bonding Company (Mutual)



Elizabeth Collodi, Attorney-in- Fact

Address: 6700 Westown Parkway
West Des Moines, IA 50266-7754

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Butte

On August 15, 2025 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bill Rapp; Brad Espinosa; Breanna Boatright; Cassandra Medina; Deanna Quintero; Elizabeth Collodi; Jason March; Jennifer Lakmann; John Hopkins; John Weber; Kathleen Le; Matthew Foster; Mindy Whitehouse; Pam Sey; Paula Senna; Phillip Watkins; Samantha Watkins; Sara Walliser; Sharon Smith; Steven Lee Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

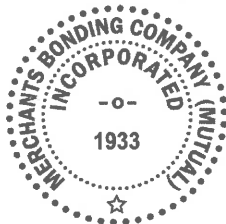
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of August, 2025.



Secretary

POA 0018 (5/25)

ARTICLE 26. GUARANTEES

Section 26.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the work for a period of one (1) year from and after the recordation of the Notice of Acceptance. Such guarantee shall be made on the form provided, as set forth in section 26.02 below.

Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this contract in all respects.

Section 26.02. Form of Guarantee.

The guarantee required by this article shall provide as follows:

The Contractor, Flowline Contractors, Inc. hereby unconditionally guarantees that the work performed pursuant to H, I, & J STREETS WATER DISTRIBUTION REHABILITATION WEST PROJECT - CIP 485 (Project Descriptions) has been done in accordance with the requirements of the contract therefore and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of acceptance of the contract, unless a longer guarantee period is called for by the Contract Documents. The Contractor hereby agrees to repair or replace any and all work, together with any adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City of Lincoln, ordinary wear and tear and unusual abuse and neglect only expected. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Lincoln of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the City of Lincoln to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City of Lincoln, or its property or licensees, the City may undertake at

the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City of Lincoln's rights to enforce all terms of the contract referenced hereinabove on the time for enforcement of. This guarantee is provided in addition to, and not in lieu of, the City of Lincoln's rights on such contract.



CONTRACTOR'S SIGNATURE

Benjamin Borba, CEO, Flowline Contractors, Inc.

(Corporate Seal)





STAFF REPORT

Item Number 7.E

SUBJECT: Placer County Transportation Planning Agency Annual Unmet Transit Needs Assessment Process and Available Survey Through October 31st. (Matthew Medill)

SUBMITTED BY: Matthew Medill

DEPARTMENT: Public Works

DATE: October 14, 2025

STAFF RECOMMENDATION:

This item is for informational purposes only.

BACKGROUND/INTRODUCTION:

Each year, the Placer County Transportation Planning Agency (PCTPA) works with the Placer region's transit operators, social service transportation providers, and other public/private stakeholders to identify any transit needs that are currently not being met by existing public transit services. This process, known as the Unmet Transit Needs (UTN) Assessment, is required by the Transportation Development Act (TDA) because of the specific funding that PCTPA annually administers through the TDA, which can be utilized for street and roadway projects only after PCTPA determines that there are no "unmet transit needs" that are "reasonable to meet" within Placer County (excluding the Tahoe Basin). PCTPA defines an unmet transit need as a request for public transit service that is not already provided by the existing transit system, specifically in an area that is more than a 0.75-mile walking distance of an existing transit stop or service.

A request is also considered an unmet transit need if it is for a service that is needed for compliance with the Americans with Disabilities Act (ADA). For a request to be considered reasonable to meet, PCTPA evaluates any new potential transit service implemented to address the unmet transit need based on meeting all the following criteria:

- The new transit service must meet the fare recovery standards established by PCTPA pursuant to the TDA.
- The new service must be paid for by existing transit funding available through the TDA and be a reasonable use of taxpayer funds.
- There must be strong and broad support for the new transit service (not just a request from a few individuals and/or specific stakeholder interest groups).
- Implementing the new service must be consistent with both the RTP and short-range transit plan applicable for the jurisdiction where the potential unmet transit need is identified.

If an unmet transit need that is reasonable to meet is identified, then TDA funding must be allocated for that new transit service prior to funding being available for street and road purposes. General operational issues (e.g., improved bus stop amenities, service reliability, modifications to route schedules and/or bus stops along a given route, customer service, etc.) are not considered unmet transit needs. However, any comments pertaining to these issues are provided to the transit operators for their review and consideration to address.

PCTPA began the annual UTN Assessment outreach process on September 2, 2025, with the launch of a survey available online at <https://www.pctpa.net/unmet-transit-needs>. The online survey is available in English, Spanish, and Tagalog languages. Further outreach efforts include informational e-mails sent to various public and partnering agencies regarding the UTN process and survey availability, and social media posts to solicit stakeholder engagement through the available survey. A public hearing regarding potential unmet transit needs will be held during PCTPA's October 29th Board of Directors' meeting, and all members of the public are welcome to participate during that time. More information regarding this meeting can be found online at <https://www.pctpa.net/pctpa-board-meetings>.

The UTN Assessment process is anticipated to be completed in February 2026, with a draft report and staff recommendation regarding whether there are any unmet transit needs that are reasonable to meet for the PCTPA Board's review/determination. Public comments regarding unmet transit needs can be provided through PCTPA's unmet transit needs survey available at <https://www.pctpa.net/unmet-transit-needs>, via e-mail to mcosta@pctpa.net, or by calling Mike Costa at (530) 823-4029. Comments will be accepted through October 31, 2025.



STAFF REPORT

Item Number 7.F

SUBJECT: Procurement of a Wachs Valve Maintenance Trailer. (Matthew Medill)

SUBMITTED BY: Mike Osborne

DEPARTMENT: Public Works

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a purchase order for up to \$125,000 to procure a Wachs Valve Maintenance Trailer (VMT) for use by the Water Division.

BACKGROUND/INTRODUCTION:

The City's maintenance equipment for water infrastructure requires an immediate upgrade to meet California State Water Resources Control Board standards and improve overall water supply reliability. Current equipment is inadequate for a robust main line valve exercising maintenance program, which is crucial for ensuring a reliable water supply during routine operations, emergencies, and fire conditions.

The buildup of mineral and iron deposits can cause a valve to seize, making it inoperable with hand tools. This is a common issue for valves that are not regularly exercised. A seized valve can become a significant risk to the water system; if it is stuck in the closed position, it can cut off vital water flow, and if it is stuck open, it can intensify damage during emergencies like a water main break.

FINDINGS/ANALYSIS:

To establish a robust and reliable water system, staff recommends the purchase of a Wachs (VMT), a diesel-powered unit chosen after a thorough review of various manufacturers. The Wachs VMT directly addresses the common problem of valves seizing due to mineral and iron deposits. Its powerful hydraulic system can safely and effectively exercise neglected valves, preventing them from becoming a liability to the water delivery system. This strategic acquisition will significantly enhance water supply reliability during both routine operations and emergencies, ultimately ensuring the safety and integrity of the City's infrastructure.

This purchase was included in the adopted City of Lincoln FY2025-2027 Biennium Budget for \$125,000 and as this particular model is approximately \$115,000 including tax and freight there is adequate funding, including contingency, approved within the budget for this purchase.

Consequently, staff recommends that City Council adopt a resolution authorizing the City Manager to execute a purchase order for \$125,000 to procure a Wachs VMT for use by the Water Division.

LEVINE ACT COMPLIANCE:

FISCAL IMPACT:

Budgeted

CIP V2519 Water Valve Exerciser/Vac trailer

Fund 7110	\$125,000
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Total	\$125,000
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Estimated Cost

Fund 7110

Water Valve Exerciser/Vac trailer	\$125,000
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Fund 7110 Total	\$125,000
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ATTACHMENTS:

[Resolution.docx](#)

[Attachment A Sole Source Quote for Wachs Valve Maintenance Trailer.pdf](#)

[Attachment B Sole Source Justification.docx](#)

[Attachment C Wachs Valve Maintenance Trailer.docx](#)

RESOLUTION 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR UP TO \$125,000 TO PROCURE A WACHS VALVE MAINTENANCE TRAILER FOR USE BY THE WATER DIVISION.

WHEREAS, the City's maintenance equipment for water infrastructure requires an immediate upgrade to meet California State Water Resources Control Board standards and improve overall water supply reliability; and

WHEREAS, current equipment is inadequate for a robust main line valve exercising maintenance program, which is crucial for ensuring a reliable water supply during routine operations, emergencies, and fire conditions; and

WHEREAS, the buildup of mineral and iron deposits can cause a valve to seize, making it inoperable with hand tools; and

WHEREAS, to establish a robust and reliable water system, staff recommends the purchase of a Wachs Valve Maintenance Trailer (VM T), a diesel-powered unit chosen after a thorough review of various manufacturers; and

WHEREAS, the Wachs VMT directly addresses the common problem of valves seizing due to mineral and iron deposits; and

WHEREAS, this strategic acquisition will significantly enhance water supply reliability during both routine operations and emergencies, ultimately ensuring the safety and integrity of the City's infrastructure; and

WHEREAS, this procurement complies with the City's purchasing guidelines consistent with Section 3.24 of the Lincoln Municipal Code.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute a purchase order for up to \$125,000 to procure a Wachs Valve Maintenance Trailer (VMT) for use by the Water Division.

PASSED AND ADOPTED this 14th day of October, 2025 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

Resolution No. 2025-

TO: **Sam Ford**
 City of Lincoln
 2100 Flight Line Drive
 Lincoln, CA 95648

Date: 9/8/2025
 Quotation Number: CD242148
 Payment Terms: Net 30 Days
 Shipping Terms: FOB Origin
 Valid Through: 11/7/2025
 Estimated Ship Date: 6 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-38 Standard LX (Diesel) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.	1	EA	102,000.00	2.0%	99,960.00
2	SALES TAX Sales Tax	1	EA	7,247.10		7,247.10
Subtotal						107,207.10
Motor Freight						7,483.00
Total (USD)						\$114,690.10

~IMPORTANT~

Pricing does NOT include SALES TAX!!! SALES TAX will be added on when then the PO is ready. We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt, please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order when purchasing. Certain items may not have SHIPPING included until the item is ready to be purchaed.

To place an order:
 Ken Redding
 Inside Sales Rep
 847-484-2773
 ken.redding@ehwachs.com

For questions, technical support, or for rental availibilty:
 Chris Damkoehler
 Territory Manager - Northwest
 424-304-4937
 chris.damkoehler@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

See additional tariff related Terms and Conditions at ehwachs.com.

Attachment B
Sole Source Justification



A Division of **TW**

The Valve Maintenance Experts

turnvalves.com

Utility Products Division
600 Knightsbridge Parkway | Lincolnshire, Illinois 60069
T: +1.815.943.4785 | F: +1.815.943.5098
866.392.1060

This letter serves as the sole source document for the Valve Maintenance Trailer (VMT) & Valve Maintenance Skid (VMS) line of products (including the Hydro-Excavation units) manufactured by E.H. Wachs, Utility Products Division.

The VMT/VMS equipment and accessories are designed, manufactured, assembled and distributed solely by E.H Wachs. The design of this tool is so unique; it has been awarded multiple US patents:

Patent Number 9,523,443 – Position locking system for valve operating machine

Patent Number 9,188,240 – Positioning system for valve operating machine

Patent Number 9,038,667 – Dual arm valve operating machine

Patent Number 8,025,078 - Vehicle mountable arm for valve operating machine

Patent Number 5,937,373 (expired) - Method of controlling an underground fluid flow system
Patent Number 5,381,996 (expired) - Valve operator

In the domestic US, regional distribution is through direct salesmen or exclusive territory dealers; for your area Chris Damkoehler of EH Wachs is the only outlet to purchase these products in your area. To the best of our knowledge, no other vendor manufactures and distributes units with these unique feature sets. Please let me know should you need further details.

Thank you for your consideration,

Chris Damkoehler

Chris Damkoehler
USA Pacific Northwest Territory Sales Manager|
ChrisD@ehwachs.com
C +1 424-304-4937

Attachment C
Wachs Valve Maintenance Trailer





STAFF REPORT

Item Number 7.G

SUBJECT: Adopt a Resolution Appointing Nita Wracker, Assistant City Manager (or designee), as the City of Lincoln's Real Property Negotiator Relative to the Acquisition of a Section of Real Property Located at 351 Oak Tree Lane, Lincoln, California, known as Assessor's Parcel Number 021-274-061 to be Utilized as Easements for Public Road, Public Utilities and Landscaping Purposes (Right-of-Way Easements) Necessary for Development and Continued Buildout of Village 1 Infrastructure. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: Community Development

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff recommends City Council, by resolution, appoint Nita Wracker, Assistant City Manager, (or designee) as the City of Lincoln's real property negotiator relative to the acquisition of a section of real property located at 351 Oak Tree Lane in Lincoln, California, known as Assessor's Parcel Number 021-274-061 to be utilized as easements for public road, public utilities and landscaping purposes ("**Right of Way Easements**") necessary for development and continued buildout of Village 1 infrastructure.

BACKGROUND/INTRODUCTION:

Placer County is the legal owner of approximately 30.58 acres of real property located at 341 Oak Tree Lane, Lincoln, CA, known as Assessor's Parcel Number 021-274-061. The property is located within the City limits and specifically within the Village 1 Specific Plan Area, which Plan Area contains 1,832 acres of land on the eastern side of the City and was originally approved on July 9, 2013, and annexed on August 12, 2016. Acquisition of a portion of the parcel is necessary for infrastructure development in the form of easements for public road, public utilities and landscaping purposes, as well as access to an adjacent parcel currently under development and future access to a site currently identified as a regional park.

City Council may hold closed session to grant authority to its real property negotiator about the price and terms of payment for the purchase, sale, exchange or lease of real property by or for the City Council. (Government Code § 54956.8.) However, prior to the closed session, the City Council is required in an open and public session to identify its negotiator, the real property or real properties which the negotiations may concern, and the person or persons

with whom its negotiators may negotiate. (Id.)

FINDINGS/ANALYSIS:

Staff will require direction from the City Council on this matter in closed session. Prior to doing so, to comply with Government Code § 54956.8, staff recommends the City Council designate by resolution the following matters relative to negotiation:

City's designated negotiator: Nita Wracker, Assistant City Manager (or designee).

Property under negotiation: the acquisition of a section of real property located at 351 Oak Tree Lane in Lincoln, California, known as Assessor's Parcel Number 021-274-061 to be utilized as easements for public road, public utilities and landscaping purposes ("**Right of Way Easements**").

FISCAL IMPACT:

Specifics are unclear and highly dependent on negotiated sale/lease price and type of development project.

ATTACHMENTS:

[Reolution real property negotiator.docx](#)

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING APPOINTMENT OF REAL PROPERTY NEGOTIATOR, IDENTIFICATION OF PROPERTY, AND IDENTIFICATION OF WITH WHOM THE NEGOTIATOR IS AUTHORIZED TO NEGOTIATE

WHEREAS, City Council may hold closed session to grant authority to its real property negotiator about the price and terms of payment for the purchase, sale, exchange or lease of real property by or for the City Council (Government Code § 54956.8.); and

WHEREAS, prior to the closed session, the City Council is required in an open and public session to identify its negotiator, the real property or real properties which the negotiations may concern, and the person or persons with whom its negotiators may negotiate (Id.); and

WHEREAS, the City Council wishes to meet in closed session to give further direction to staff regarding real property negotiations.

NOW THEREFORE BE IT RESOLVED:

1. Nita Wracker, Assistant City Manager (or Designee) as its real property negotiator with respect to Assessor's Parcel Number 021-274-061.
2. Nita Wracker (or Designee) to negotiate with interested parties for property by Assessor's Parcel Number 021-274-061.

PASSED AND ADOPTED this 14th day of October, 2025 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurnburn, City Clerk



STAFF REPORT

Item Number 7.H

SUBJECT: Adopt a Resolution Authorizing the City Manager to extend the Landscape Services Agreement with Cagwin and Dorward, LLC for the final three-year term, ending June 30, 2028, total fees for services shall not exceed \$1,673,00 and a budget augmentation with funding for existing and all new infrastructure will be provided through Community Facilities District (CFD) 2018-1 (Fund 285) for a total of \$714,000. (Matthew Medill)

SUBMITTED BY: Scott Boynton

DEPARTMENT: Public Works

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff recommend the City Council adopt a resolution authorizing the City Manager to extend the landscape services agreement with Cagwin and Dorward, LLC for the final three-year term, ending June 30, 2028, as provided in Resolution 2022-157 approving the original contract. The total fees for services shall not exceed \$1,673,000. These fees cover current services as well as new and upcoming services for additional parks and streetscape areas.

BACKGROUND/INTRODUCTION:

The City entered a landscaping services contract with Cagwin and Dorward, LLC on May 12, 2022. The initial three-year term ended on June 30, 2025, with the option to renew for one (1) additional three-year term. The City now seeks to exercise this option, extending the contract to June 30, 2028. Per prior contract adoption, the City Manager was authorized to increase the contract value to include new landscape areas as accepted as complete at the contract rate, but the total budget authorization was not identified at that time. Staff recommend that the contract extension include specific budget authorization levels to align the landscape contract approval with best management practices.

FINDINGS/ANALYSIS:

The current scope of services provided in the original RFP remain unchanged, including the 2.5% escalation effective July 1, 2025, July 1, 2026, and July 1, 2027. The costs for services include both supplemental services and additional services as required throughout the three-year term. The final term shall end on June 30, 2028.

The City currently maintains twenty-five parks and miles of streetscape while the City is

continuing to experience growth. Furthermore, the City is anticipating four additional parks and many new streetscapes for maintenance within the next twelve months and even more within this contract period. The City has established a working relationship with Cagwin and Dorward, LLC such that they would extend the contract rates to additional areas under mutual agreement. To empower the City Manager to add additional landscape maintenance areas to the contract, staff is seeking additional budget authorization. Please see the cost table below for the breakdown of the anticipated costs over the three-year contract. The table includes the total contract value, current annual price, allocation for supplemental miscellaneous items and repairs, and the remaining contract capacity available to add new parks and/or streetscape to the scope of work.

The adopted FY25-27 budget included \$185,000 in FY25-26 and \$205,000 in FY26-27 although additional landscape areas have increased the contract value as shown in the table below.

Fiscal Year	Total Annual Contract Value	Current Scope Annual Price	Supplemental Misc/Repairs	Total Remaining Contract Capacity
2025-2026	\$546,000	\$290,620	\$30,000	\$225,380
2026-2027	\$558,000	\$297,885	\$31,000	\$229,115
2027-2028	\$569,000	\$305,333	\$32,000	\$231,667
Total Not-to-Exceed Contract Value	\$1,673,000		Total Not-to-Exceed Contract Capacity	\$686,162

Total fees for services shall not exceed \$1,673,000. These fees cover current services as well as provide budget capacity for new and upcoming services for additional parks and streetscape areas. The contract allows for a 2.5% escalation at each annual renewal through June 30, 2028. Should additional resources become necessary to provide adequate maintenance for new landscaped areas that would exceed the maximum contract value, staff shall return to the City Council with an additional authorization request.

Additional landscape services will be funded by Community Facilities District (CFD) 2018-1.

Consequently, staff recommend that the City Council adopt a resolution authorizing the City Manager to extend the landscape services agreement with Cagwin and Dorward, LLC for the final three-year term ending June 30, 2028, as provided in Resolution 2022-157 approving the original contract and approving a FY25-27 budget augmentation to raise the budget for FY25-26 from \$185,000 to \$546,000 and FY25-26 from \$205,000 to \$558,000 for a total budget augmentation of \$714,000 from available unencumbered funds through Community Facilities (CFD) 2018-1 (Fund 285). The future draft FY27-29 budget will be prepared to include the FY27-29 funds to support the third year (\$569,000 for FY27-28) of this contract and the future landscape contract (\$TBD for FY28-29).

ENVIRONMENTAL REVIEW:

This project is not subject to the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because it is not a project as contemplated by 14 C.C.R. § 15378.

FISCAL IMPACT:

A budget augmentation with funding for existing and all new infrastructure will be provided through Community Facilities District (CFD) 2018-1 (Fund 285) for a total of \$714,000.

ATTACHMENTS:

[Resolution.docx](#)

[Citywide Landscaping Services Contract_V2](#)

RESOLUTION 2025-XXX

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT TO THE LANDSCAPE SERVICES AGREEMENT WITH CAGWIN AND DORWARD, LLC AND APPROVE A BUDGET AUGMENTATION OF \$714,000 FROM AVAILABLE UNENCUMBERED FUNDS THROUGH COMMUNITY FACILITIES (CFD) 2018-1 (FUND 285).

WHEREAS, the City of Lincoln entered into a landscape services agreement with Cagwin and Dorward, LLC May 12, 2022, for a three-year term ending June 30, 2025, with the option to extend for one additional three-year term; and

WHEREAS, Resolution 2022-157 approved the original contract and authorized the option to renew for the final term; and

WHEREAS, the City desires to exercise its option to extend the agreement for the final three-year term to include specific budget authorization levels to align the landscape contract approval with best management practices, which will conclude on June 30, 2028; and

WHEREAS, the scope of services remains consistent with the original Request for Proposals, and the contract provides for a 2.5% annual escalation effective each July 1st of the contract year through June 30, 2028; and

WHEREAS, City Council is the only authority within Lincoln authorized to make policy level changes to the applicability of CFD's on projects; and

WHEREAS, the city currently maintains twenty-five parks and miles of streetscape while the city is continuing to experience growth, furthermore the city is anticipating four additional parks and many new streetscapes for maintenance within the next twelve months and even more within this contract period; and

WHEREAS, fees for services shall not exceed \$1,673,000, which include current services and additional services for new parks and streetscape areas as shown in the following table; and

Fiscal Year	Total Annual Contract Value	Current Scope Annual Price	Supplemental Misc/Repairs	Total Remaining Contract Capacity
2025-2026	\$546,000	\$290,620	\$30,000	\$225,380
2026-2027	\$558,000	\$297,885	\$31,000	\$229,115
2027-2028	\$569,000	\$305,333	\$32,000	\$231,667
Total Not-to-Exceed Contract Value	\$1,673,000		Total Not-to-Exceed Contract Capacity	\$686,162

WHEREAS, the City Council authorizes the City Manager to extend the landscape services agreement with Cagwin and Dorward, LLC for the final three-year term ending June 30, 2028, as provided in Resolution 2022-157 approving the original contract and approving a FY25-27 budget augmentation to raise the budget for FY25-26 from \$185,000 to \$546,000 and FY25-26 from \$205,000 to \$558,000 for a total budget augmentation of \$714,000 from available unencumbered funds through Community Facilities (CFD) 2018-1 (Fund 285).

NOW THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute an amendment to the agreement with Cagwin and Dorward, LLC to extend the landscape services contract for the final three-year term ending June 30, 2028 and the total fees for services shall not exceed \$1,673,000 and a budget augmentation of \$714,000 from available unencumbered funds through Community Facilities (CFD) 2018-1 (Fund 285), inclusive of current services and additional services as required for parks and streetscape areas.

PASSED AND ADOPTED this 14th day of October, 2025 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk



CONTRACT FOR SERVICES

THIS CONTRACT is made on September 29, 2025, by and between the CITY OF LINCOLN ("City"), and Cagwin & Dorward LLC, ("Consultant/Contractor").

WITNESSETH:

WHEREAS, the City desires a contract with Cagwin & Dorward LLC, to accept final 3 year term for landscape maintenance and continue to provide landscape services to City parks and Streetscape as outlined in original agreement and RFP attached as Exhibit A;

WHEREAS, the Consultant/Contractor has presented a proposal for such services to the City, attached hereto and incorporated herein as Exhibit A, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant/Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in Exhibit A ("Scope of Work"). This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant/Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Consultant/Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant/Contractor are employees, agents, contractors or subcontractors of the Consultant/Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant/Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT:

A. The services of Consultant/Contractor are to commence upon execution of this Contract by the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as Exhibit B.

B. Consultant/Contractor's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.



C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for three year.

3. COMPENSATION:

A. The Consultant/Contractor shall be paid at the completion of services for the actual fees, costs and expenses an amount not to exceed **One Million, Six Hundred Seventy Three Thousand Dollars (\$1,673,000)**, without City's prior written approval. Account Code Number/Account Description for Scop of Work to be charged to: **Parks – Professional Services: 28508050-50400**.

B. Said amount shall be paid upon submittal of a final billing. Consultant/Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoice(s) shall be submitted with the final billing. If Consultant/Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant/Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Contractor shall immediately suspend its activities under this Contract.

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

D. In the event of termination, the Consultant/Contractor shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by



mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant/Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant/Contractor under this Contract shall become the property of the City, and the Consultant/Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant/Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant/Contractor in performing this Contract which is not Consultant/Contractor's privileged information, as defined by law, or Consultant/Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Contractor's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant/Contractor hereunder (the "Work") to be a work made for hire. Consultant/Contractor 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 the City.

8. COMPLIANCE WITH ALL LAWS; PREVAILING WAGES:

A. Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, as applicable, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. If necessary, it shall be City's responsibility to obtain all rights of way and easements to enable Consultant/Contractor to perform its services hereunder. Consultant/Contractor shall assist City in providing the same.

B. Some or all of the work herein may be a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages under Labor Code sections 1720 et seq. Accordingly, Consultant/Contractor shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws, including the payment of prevailing wages, as applicable. In the event it is determined that the Consultant/Contractor is required to pay prevailing wages for the work performed under this Agreement, but failed to do so, the Consultant/Contractor shall pay all applicable penalties, costs, fees, wages, and wage differential. To the extent the project is subject to the requirement of payment of prevailing wages pursuant to California Labor Code sections 1720 et seq, then the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City's offices, which shall be made available to any interested party on request. Consultant/Contractor shall cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site, as well as all related notices required by applicable law and regulation. In the event that the work performed requires payment of prevailing wages, contractor

shall be required to be registered with Department of Industrial Relations as a Public Works Contractor at all times during performance of the contract. Contractor shall also be required to submit Certified Payroll reports to the City of Lincoln as a condition of any payment under this contract.



9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT/CONTRACTOR:

A. Consultant/Contractor agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Contractor to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant/Contractor's profession. Consultant/Contractor represents and warrants to City that Consultant/Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Contractor to practice its profession at the time the services are performed.

B. Consultant/Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17A hereof.

C. Consultant/Contractor shall designate a project manager who at all times shall represent the Consultant/Contractor before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Contractor, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant/Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

D. Except as set forth in **Exhibit D**, Consultant/Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant/Contractor only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in **Exhibit D**.

E. Consultant/Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant/Contractor in writing within sixty (60) days of discovery. Should Consultant/Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Contractor shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Contractor.

11. ASSIGNABILITY:

Consultant/Contractor shall not assign or transfer any interest in this Contract whether by



assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Contractor from the City under this Contract 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.

12. INTEREST IN CONTRACT:

Consultant/Contractor covenants that neither it, nor any of its employees, agents, contractors, subcontractors have any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant/Contractor in writing that Consultant/Contractor's duties under this Contract warrant greater disclosure by Consultant/Contractor than was originally contemplated. Consultant/Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant/Contractor pursuant to performance of this Contract are confidential and Consultant/Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT/CONTRACTOR-NEGLIGENCE:

Consultant/Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant/Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the greatest extent allowed by law and within the construct of Civil Code § 2782, Consultant/Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, employees and volunteers (the "indemnified parties") from and against any and all claims, damages, demands, liability, costs, losses and expenses, including court costs and reasonable attorneys' fees, arising in any manner out of its performance of this Contract or by reason of negligent acts or omissions, recklessness, or willful misconduct incident to the performance of this Contract on the part of Consultant/Contractor except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City. Without limiting the foregoing indemnity obligation, Consultant/Contractor further shall indemnify, defend and hold harmless the indemnified parties from and against any and all damages, liability, costs, losses, expenses, contributions and penalties, including court costs and reasonable attorneys' fees, arising from

Consultant/Contractor's misclassification of itself or its employees' status as an independent contractor. The provisions of this paragraph shall survive termination or suspension of this Contract.



16. CONSULTANT/CONTRACTOR TO PROVIDE INSURANCE:

A. Consultant/Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant/Contractor shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Contractor agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Contractor.

C. In addition to any other remedy the City may have, if Consultant/Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Contractor under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant/Contractor has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment

i. If any of the insurance coverages required by this section contain annual aggregate limits, the Consultant/Contractor must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Contractor must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant/Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Contractor under the Contract.



H. The Consultant/Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I. Worker's Compensation and Employer's Liability Insurance.

i. Worker's Compensation Insurance to protect the Consultant/Contractor, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Contractor shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

ii. Consultant/Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Contractor

J. Commercial General Liability Insurance

i. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates.

ii. The commercial general liability insurance shall also include the following:

a) Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b) Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c) Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

e) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Contractor under the Contract, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

K. Commercial Automobile Liability Insurance.

i. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence.

ii. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.ii above.)

L. Professional Liability.

The Consultant/Contractor and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

17. MISCELLANEOUS PROVISIONS:

A. Compliance With Laws. Consultant/Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, including laws relating to prevailing wages pursuant to Labor Code section 1771 et seq.

B. Non-Discrimination. Consultant/Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant/Contractor shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

C. Inspection of Records. Consultant/Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Contractor.



D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY: City of Lincoln
Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

CONSULTANT/CONTRACTOR: Cagwin & Dorward LLC,
PO Box 6004
Petaluma, CA 94955

F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

G. Venue. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.



Cagwin & Dorward LLC,

CITY OF LINCOLN,
a municipal corporation

(Authorized Signature)

WILLIAM ROGERS

Print Name

10/1/25

Dated

WILL.ROGERS@CAGWIN.COM

Email address

Sean Scully, City Manager

Dated

APPROVED AS TO FORM:

Kristine Mollenkopf, City Attorney

Dated

ATTEST:

Hope Ithurnburn, Interim City Clerk

Dated

City Accountability:

Department responsible for contract: Parks

Staff responsible for contract: Scott Boynton

ATTACHMENTS:

- ☐ Contract for Services (signed by Consultant/Contractor)
- ☐ Current Insurance Certificate (applicable to the contract & naming City as additional insured)
- ☐ Detailed Scope of Work & Specifications, including hourly rates, etc.
- ☐ Amount: ~~\$1,426,499~~ & Account/Fund: 28508050-50400 ~~\$1,673,000~~
- ☐ Current City Business License (required if working in Lincoln)
- ☐ Copies of Quotes



EXHIBIT A

SCOPE OF WORK

1.0 Introduction

1.1 *Proposed Solicitation*

The City of Lincoln, hereinafter referred to as the "City", is soliciting proposals for City Wide Landscape Services. Qualified firms, hereafter referred to as "Contractors", whom meet the requirements set forth in this Request for Proposal, and are capable of expanding to meet the City's future needs, are encouraged to participate.

1.2 *General Information about the City*

The City is located in Placer County, California. It is the northernmost of the South Placer County communities. It lies between Interstate 80 and Marysville along State Route 65, in the California foothill region.

The City was first incorporated in 1890 and has a current population of approximately 48,000. It has a five-member council and a City Manager. The five members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being rotated annually among the Councilmember's. The Council meets on the second and fourth Tuesday of each month.

The contractor's principal contact with the City will be Scott Boynton, or a designated representative, who will coordinate assistance to be provided by the City to the contractor. City Hall is located at 600 Sixth Street, Lincoln, California 95648. The main telephone number is (916) 434-2450.

2.0 Instructions

2.1 Purpose

The purpose of this Request for Proposal (RFP) is to provide interested Contractors with the necessary information for preparing proposals for City Wide Landscape Services, which will include Parks, Street Scapes, Facility's and Fire breaks. The City shall establish a one-time contract to run for one year with an option to renew each year thereafter for a maximum of three years. Either party can cancel the contract for any reason with 30 days written notice.

2.2 Proposed Submission

Each proposal shall be submitted in the specified format and may be delivered via US Mail, in person, or express courier to the attention of the City Clerk. **Three (3) copies of the proposal, in addition to the original, shall be submitted using the contractor proposal format specified in Section 4.0, Contractor Proposal Format. Proposals shall be received by the City Clerk no later than 2:30 PM August 16, 2021. Submissions after this deadline will not be accepted. Proposals will not be accepted by facsimile or electronic mail.**

Each proposal shall include a letter of transmittal, not to exceed one page in length, signed by an authorized representative of the contractor. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the contractor.

Submissions shall be submitted and labeled as follows:

City of Lincoln
Attn: City Clerk
Re: RFP 08222021-01 Landscape Services
600 Sixth Street
Lincoln, CA 95648

2.3 Schedule of Events

The City will proceed with the RFP process in a series of steps. This RFP's schedule for release, submittal, evaluation and selection is summarized in section 5, Proposal Schedule.

2.4 Questions Related to this RFP

In order to avoid any potential confusion, and to minimize the burden on City staff, the City requires that all *procedural* questions relating to this RFP must be submitted in writing to scott.boynton@lincolncalifornia.gov. Any contractors found to be soliciting other members of City staff or officials during this RFP process may be automatically disqualified from any further consideration.

3.0 Conditions and Requirements

3.1 Hard Prices

Prices quoted by Contractors will be firm prices, not subject to increase during the term of the contractual agreement arising with the City as a result of this proposal other than allowed in section 2.1. Contractor quoted prices shall include any applicable state and federal tax. Contractors are to stipulate the expiration date of their quoted proposal.

3.2 Right to Contract for Selected Services

The City reserves the right to contract for selected services relating to this proposal from any contractor, in part or in whole. The City may select several Contractors to provide all necessary services.

3.3 Evaluation Criteria

The various significant factors that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factors including price. The relative importance of these factors involves judgment on the part of the City's RFP Team and will include both objective and subjective analysis. A contractor may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements.

The evaluation criteria will include, but not be limited to, the following:

- 3.3.1 Proper Submission and Completeness of RFP:** Receipt of complete proposal by the due date as outlined in the proposal schedule. ***Late submissions or delivery via facsimile will not be considered.***
- 3.3.2 Comprehensiveness of Services Provided:** The contractor must have the capability to meet the required service levels described in this RFP.
- 3.3.3 Public Sector Experience & References:** The contractor's experience in providing services to the public sector will be assessed as well as client references.
- 3.3.4 Strength and Stability of Contractor:** The contractor's financial strength and stability may be assessed.
- 3.3.5 Assigned Relationship Management Team:** The credentials and experience of staff assigned to our relationship will be assessed.

3.3.6 Charges: The amount of proposed charges will be assessed.

3.4 *Right to Request Additional Information*

During the evaluation process, the RFP Team and the City reserve the right, where it may serve the best interest of the City, to request additional information and clarification from Contractors.

3.5 *Right to Reject Any or All Proposals*

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed in the best interest of the City. When two or more Contractors are deemed equal, the City reserves the right to make the award to one of the two Contractors.

3.6 *Contracts*

It is recognized that the formal basis of any agreement between the City and the contractor is a contract rather than a proposal. In submitting proposals, Contractors must indicate that they are prepared to complete a contract containing all the information submitted in their proposals (see Appendix E Sample Agreement). The proposal will become part of the contract between the City and the successful contractor. Contractors must submit a sample of all required contracts and agreements, including but not limited to purchase, upgrades and technical support.

3.7 *Personnel*

Engagement partners, managers, other supervisory staff and specialists may be changed if these personnel leave the contractor, are promoted or are assigned to other offices. The personnel may also be changed for other reasons with the express written consent of the City. However, in either case, the City retains the right to approve or reject replacements.

3.8 *Rights to Submitted Materials*

All proposals, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the contractor will become property of the City and a matter of public record.

3.9 *Proposal Interpretations and Addenda*

Any changes to this RFP by the City will be sent to each contractor or individual to whom an RFP has been sent. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP. It is the contractor's responsibility to check the City website for updated addendum.

3.10 *Insurance Requirements*

For the duration of the contract, the contractor must procure and maintain insurance against loss of property. The cost of such insurance is the contractor's responsibility. (See sample agreement for insurance limits)

3.11 *Additional Services*

The minimum services are defined in section 6.0. Upon final selection of the contractor, the scope of service may be modified and refined during negotiations with the City.

3.12 *Undue Influence*

The contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the contractor, or from any officer, employee or agent of the contractor, in connection with the award of the Agreement or any work to be conducted as a result of the RFP. Violation of this Section shall be a material breach of the Agreement/Contract entitling the City to any and all remedies by law or in equity.

3.13 *Non-Discrimination*

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected contractor sign a statement affirming their compliance with this policy.

3.14 *Termination*

3.14.1 This contract for services may be terminated without cause by either party upon thirty (30) days written notice.

3.14.2 In the event of termination for cause, Contractor shall be entitled to compensation for services rendered prior to the date of notice to terminate. If termination is without cause, compensation shall be due Contractor to the date service is terminated based upon work performed to termination date.

4.0 Contractor Proposal Format

To assist the City in its evaluation of submitted proposals, it is *required* that each proposal adheres to the following format:

4.1 Letter of Transmittal

In the Letter of Transmittal, the contractor shall describe their understanding of the work to be performed and why the contractor is the best qualified to perform the services requested. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the contractor.

4.2 Miscellaneous Rates

Submit a completed Miscellaneous Rates Sheet (see Exhibit A thru E)

4.3 Contractor Summary Sheet

Submit a completed Contractor Summary Sheet (see Appendix A).

4.4 Certification of Proposals

Submit a completed Certification of Proposal to the City of Lincoln (see Appendix B).

4.5 Minimum Qualifications

Respond to each of the minimum qualifications listed under section 3.2 of Evaluation Criteria.

4.6 Contractor and Staff Profile

Experience: Describe the contractor's experience in providing services to the public sector and any exclusive resources dedicated to the public sector. Provide three (3) references most comparable to the size and technical needs of the City

of Lincoln. Include a brief description of the services provided, how long such services have been provided and a contact person and telephone number for each client described.

4.7 Summary of Charges

The proposal must include a summary of all charges for proposed products and services.

5.0 Proposal Schedule

Event/Activity	Date
Distribution of RFP	July 29, 2021
Pre-bid	August 3, 2021 @ 9:00 AM
Final Date for questions	August 13, 2021 @ 5PM
Final Date for Receipt of Proposals	August 16, 2021 @ 2:30 PM
Evaluation & Review	August 16 -26, 2021
Notification to Contractors of Results	August 27, 2021
City Council Approval	September 14, 2021
Services Begin	October 1, 2021

5.1 Distribution of RFP:

The RFP will be posted in City of Lincoln web page, ciplist.com 12 Bridges Library, City Hall Bulletin board.

5.2 Pre-Bid Meeting: Yes

Pre-bid will be at McBean Park Pavilion, 65 McBean Park Dr.

5.3 Final date for questions: August 13, 2021 @ 5PM

5.4 Final Date for Receipt of Proposals:

Proposals must be received at City Hall no later than 2:30 PM, August 16, 2021. Proposals received in the mail after this deadline will not be accepted regardless of their postmarked date. Facsimiles will not be accepted. Please include the original proposal and 3 copies.

5.5 Evaluation & Review: August 16 -26, 2021.

5.6 Notification to Contractors:

The RFP Team will recommend a contractor to the City Manager and a notification will be sent to all participating Contractors about the results of the review and the contract award process on August 27, 2021.

5.7 City Council Approval:

It is anticipated that the contract for services will be submitted to the City Council for approval at their regularly scheduled meeting on Tuesday, September 14, 2021. Contract to begin October 1, 2021.

6.0 Contract Specifications/ Scope of work

Section 1: General Conditions

All work shall conform to the General Conditions. Payment for conformance with this section is included in the accepted monthly service amount.

1.1 Hours and Days of Maintenance

Contractor shall perform the required maintenance services between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. No maintenance function that generates excessive noise, which would cause annoyance to residents within the area, shall be commenced before 7:00 a.m. Any modification to the hours of maintenance services is subject to approval by the City.

Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs, school programs, pedestrian traffic on adjacent sidewalks, or vehicular traffic on adjacent streets.

At a minimum, Contractor shall provide maintenance services for parks and/or trails and facilities one time per week.

1.2 Periodic Project Inspections

Upon City's request, Contractor shall walk the project with the City's representative for the purpose of determining compliance with the specifications.

1.3 Acceptance

Payment for monthly services are dependent upon acceptance of the work completed.

1.4 Payment

The price paid per month will be based on the Monthly Service Price Form provided by Contractor for each Park, Facility, and/or Trail area. Contractor shall submit a monthly Maintenance invoice for each Park, Facility and/or Trail area, no later than the last day of month being billed. The City will only pay for items that have been determined by the City to be in compliance with the terms of this contract. Any necessary reductions found by the City that were not in compliance with the Monthly terms of this contract, will be based on the percentage of work not completed. This percentage will be determined by the City and identified at the time of payment reduction. City reserves the right to correct any items identified as not completed using City or contracted staff. The cost for these corrections will reduce the monthly billing for that month. If the fees exceed monthly billing costs, the City will bill contractor for remaining amount due. Monthly payment will not be released until the following documents have been received: Spray records, system check records for all sites, updated monthly irrigation schedules have been received.

If any scheduled site use (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on Contractor's part, any costs associated with the re-scheduling the event/activity/program shall be the responsibility of the Contractor. These costs may include staffing costs, officials' salaries, lighting costs, and preparation of fields.

1.5 Escalation

Contractor's accepted Monthly Service Price for each Park, Facility, and/or Trail as indicated on the Monthly Service Price Form (s), will be in effect from July 1, 2021 to June 30, 2024. Contractor will receive a 2.5% escalation for monthly services on the following dates: July 1, 2022 and July 1, 2023. With the exception of the allowed escalation, the Contract prices shall remain in effect for the duration of the contract.

1.6 Contract Extension

The City retains the option to extend the contract by one three-year term. The Contract prices will not be renegotiated unless it is to the benefit of the City. Contractor will be eligible to receive up to 2.5% escalation on the accepted Monthly Service Price for each park, facility and/or trail on July 1st of each year of the extended contract. The percentage awarded will be performance based as determined by the City.

1.7 Extra Work

Work determined to be not included in these contract specifications will be paid for as Extra Work. Payment for Extra Work will be made based on the rates included on the Extra Work Price Form. Extra Work items that are not included on the Extra Work Form will be subject to negotiation and payment may be made on a time and materials basis or a lump sum basis. All Extra Work shall be

approved by the City in writing prior to initiating the work. Payment shall not be made for Extra Work completed prior to receipt of City approval.

1.8 Invoices

Contractor's invoice shall include a line item for each park, facility, and/or open space that was serviced and the line item shall reflect the agreed upon Monthly Service Price. Contractor may be required to provide account coding detail on invoicing documentation. All invoices shall be mailed/emailed to:

City of Lincoln
Accounts Payable
600 Sixth Street
Lincoln, CA 95648
Email: invoice@lincolnca.gov

1.9 License Requirements

Contractor shall possess the following licenses:

- C-27 Landscape Contractor License
- City of Lincoln Business License
- Pest Control Advisory License
- Qualified Applicator License (includes Placer County Registration)

1.10 Safety

Safety provisions shall conform to Cal-OSHA Safety Orders and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

Contractor shall develop and maintain for the duration of the Contract a safety program that effectively incorporates and implements all required safety provisions. Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

1.11 Response Time

All Contractor employees shall have access to contract supervision and shall be immediately available at all times Contractor employees are working on sites. Contractor supervisor or identified substitute shall be available twenty-four (24) hours a day via telephone, and must respond to an emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.

1.12 Qualified Contractor Supervision

Contractor's supervisors must be qualified, and speak a proficient level; of English, trained, and capable of providing adequate supervision and direction of Contractor's employees. Each supervisor must demonstrate verbal and written communication skills sufficient for the work required herein.

1.13 Contractor's Employees

Contractor and its employees are agents of the City of Lincoln and represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. The City shall have the right to require Contractor to remove from assignment to City facilities such employees of Contractor or subcontractors as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco within twenty feet of any entrance to a public building or in or on any Park or Trail. Contractor and all employees must pass background checks prior to commencement of work. After contract implementation, any new employees assigned to the site must pass background check prior to commencing work. Contractor must pay all background check fees.

1.14 Uniforms

Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include Contractor's name and logo (if any).

1.15 Equipment

The on-site supervisor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City property, private property, or any injuries caused by Contractor's equipment or personnel. Any leaking equipment shall be repaired or removed from the site. Contractor will be required to cleanup any spills generated from Contractor-owned equipment.

1.16 Locks, Keys and equipment

Contractor shall be responsible for the series of keys assigned to Contractor and shall assign these keys to its personnel for use in maintaining the facilities. Contractor shall properly use and keep safe all keys, locks and equipment issued by the City to Contractor.

Contractor shall report all lost or stolen keys, locks or equipment to the City within twenty-four (24) hours of discovery. Contractor shall reimburse the City for the total cost of replacement keys, locks and/or equipment that have been lost.

Upon termination or cancellation of the Contract, Contractor shall immediately return all keys, cards, remotes, etc., to the City. Contractor shall reimburse the City for the total cost of lost items.

Section 2: Irrigation and Water Management

Irrigation components shall be safe, structurally sound, and properly identified.

2.1 Initial Irrigation Repair

Contractor shall have 30 days from the start of the Contract to identify any repairs needed to the irrigation system to ensure the system meets these contract specifications. Contractor shall provide the City with a list of required repairs. If the City determines the identified work required to repair the irrigation system is necessary, payment for such work will be made on a time and materials basis based on the labor rate provided and identified on the accepted Extra Work Price Form. Payment for materials for irrigation repair will be made based on cost plus a 10% markup. City reserves the right to purchase materials.

2.2 General Irrigation Requirements

Contractor shall check all irrigation components as needed at each site to conform to these specifications and to conform to the City's conservation efforts, as well as all applicable ordinances, regulations, and laws. All systems will comply with state and local laws regarding backflow prevention and protection of the public water system.

All controllers shall be used to their fullest programming capability. Irrigation system shall be monitored locally or by a centrally controlled computerized irrigation management system where applicable.

Irrigation preventative maintenance system checks shall be no less than monthly; all zones will be checked for operation and repairs made immediately. Contractor must provide written report of findings and corrections at end of each month.

Contractors must provide the City with monthly irrigation schedules for all controllers. This includes, start times, run times, all programs, days on/off and percentages. Repairs must be initiated within twenty-four (24) hours of discovery.

Payment for implementation and compliance with general irrigation requirements is included in the Monthly Service Price identified for each park and/or facility.

2.3 Delivery

Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation. Water will be delivered primarily during non-use hours. Each station shall be adjusted to meet the needs of the specific area and adjusted due to weather conditions, unless otherwise authorized by the

City. Supplemental day-time watering shall be performed as needed to maintain standard.

Payment for implementation and compliance with irrigation delivery requirements is included in the Monthly Service Price identified for each park and/or facility.

2.4 Delivery of Recycled Water

Anyone working on sites with reclaimed water must be trained in the proper handling, repair and operation of reclaimed water. Contract must familiarize themselves with and follow the City of Lincoln's Rules and Regulations for Recycled Water Use and Distribution dated 11/28/2017.

2.5 Water Management Program

Monthly, from March through November, Contractor must provide the City with a report of irrigation controller settings for the current month in electronic format. This report will include the following information:

- A. All irrigation programs set on controllers.
- B. Irrigation schedule start times for each irrigation program.
- C. Irrigation run days for each irrigation program.
- D. Irrigation cycle length (in minutes) for each station in an irrigation program.
- E. Number of repeat cycles for each station in an irrigation program.

Contractor shall make all adjustments and settings of automatic controllers to establish frequency and length of watering periods in accordance with weather conditions and plant and turf conditions. Any malfunction of controllers must be reported to the City along with a proposal for correction with costs.

All systems shall be programmed as needed to maintain plants in a healthy, vigorous condition. The irrigation controller program is to be sufficient to keep the plant material healthy without excessive water use.

- A. Controller programs shall incorporate the following conditions:
- B. Meet City water management requirements.
- C. Program around park and facility use and events.
- D. Reflect actual evapotranspiration (ET) requirements.
- E. Reflect actual requirements of soil and plants.

- F. Eliminate, to the maximum extent practicable, runoff onto streets, sidewalks, and other non-target areas.
- G. Maximize public use of City property.

The Water Management Program is designed to optimize park and landscape water usage through field testing and irrigation schedule development. Soil moisture levels can be compared to irrigation schedules and plant water requirements to assist in responsible management of each park and landscape irrigation valve zone. Payment for water management program is included in the Monthly Service Price for each park and/or facility.

A. Irrigation Schedule Analysis:

The irrigation schedules are analyzed by comparing the minutes of irrigation run time, plant water requirement, and the level of environmental demand (evapotranspiration). Valve areas appearing to be over or under watered are to be further tested by Contractor as outlined below.

B. Soil Moisture Testing:

Valve areas suspected to be over or under watered should be tested by Contractor by removing a soil sample and testing the moisture content. Soil probing is conducted to determine soil moisture levels for automated overhead irrigation circuits.

C. Irrigation Base Schedule Development:

An irrigation base schedule shall be developed based upon current controller settings and the feedback of moisture probing results. Adjustments shall be made at the controller where soil is found to be too dry or too wet. Once Contractor has the correct run times for any given area, the starting "base schedule" is acquired. Adjustments to the "base schedule" shall occur throughout the month to accommodate changes in area use and/or environmental changes to individual sites.

D. Irrigation System Evaluation:

Annually from December through February Contractor shall perform a complete system check of every irrigation system. Contractor shall supply the City with a written report of every system as it is completed. Needed repairs shall occur throughout that same time period, with City approval, to ensure a fully-operational system at the beginning of each spring. System evaluations of head, valves, quick couplers, etc. shall also occur monthly, at a minimum, March through November.

The City will provide all the water and electricity necessary for Contractor to perform the services except in instances where excessive costs are incurred by the City due to water/electricity waste or negligence by Contractor. If the City determines that excessive utility costs due to wastor negligence have occurred and are a result of

Contractor's actions, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs.

Payment for all required scheduling and operation of the automatic irrigation controllers reflecting weather changes and water needs shall be included in the Monthly Service Price identified for each park and/or facility.

Recycled water systems operations and maintenance.

- A. Irrigation turned off 48 hours prior to rain fall and 24 hours after.
- B. Leaks repaired immediately.
- C. No excessive standing water or run off.
- D. Irrigation infiltrates within 48 hours.
- E. Provide recycled water use training for all existing and new employees.

2.6 Irrigation Repair

Irrigation system repair will be the responsibility of Contractor. All replacement materials are to be with new original types and models, unless a substitute is approved by the City. Contractor shall implement repairs in accordance with all effective warranties and no separate payment shall be made for repairs on equipment covered by warranties. Contractor must provide 1 year warranty on all parts and labor for repairs.

Labor related to the maintenance, repair, and replacement of malfunctioning sprinkler heads and quick couplers, including risers and/or swing joints within the top 30" of soil, shall be included in Contractor's Monthly Service Price. Payment will be made to Contractor at cost plus a 10% markup for materials. The City reserves the right to provide Contractor with the required parts.

Labor for the maintenance and repair of valves, filters, valve boxes, and wiring shall be included in the Monthly Service Price.

Replacement of valves, filters, valve boxes, and wiring shall be considered Extra Work.

Repair and replacement of lateral lines, main lines, check valves, and controllers shall be considered Extra Work.

Repairs and replacements of any irrigation component or property damaged by Contractor or as a result of negligence, error, or omission by Contractor shall be the responsibility of Contractor.

Repair and replacement of any irrigation components or property that is a result of vandalism or unintentional damage caused by the public shall be considered Extra Work. All vandalized components must be presented to the City within one working day of the repair or replacement in order for Contractor to be compensated for the repair or replacement. If the vandalized components are not presented within one

working day payment will be made to Contractor based on the above-stated criteria for repair and replacement. \$392.00

Section 3: Plant Care and Loss

It is one of Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in irrigation. Contractor shall be responsible for replacement of plant material at no cost to the City.

0.002064

3.1 Initial Plant Care Period

\$0.01881

Contractor shall have a 30-day period at the initiation of the contract to identify plants that are distressed or need replacement. Replacement of any plants identified during the initial plant care period will be subject to approval by the City and payment will be made as Extra Work based on a time and materials basis. Payment for materials will be made at cost plus a 10% markup. City reserves the right to purchase material.

\$0.01073

3.2 Loss of Plant/Tree Due to Contractor Negligence

Contractor shall replace, at Contractor's cost, any dead, stunted, or damaged plantings that are the result primarily of Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions. Plants lost from Contractor's negligence shall be replaced, at Contractor's expense, within fifteen (15) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box.

3.3 Loss of Plant Due to Other Circumstances

Contractor shall not be held responsible for plant losses due to maladies beyond Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Contractor shall report all such conditions to the City in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. Contractor shall obtain City's written permission, direction, or authorization prior to proceeding with the work. Payment for replacement of plants due to circumstances outside of Contractor's control will be made as Extra Work.

3.4 Replacement Plants

All failed or damaged plant materials shall be removed and replaced, after City inspection, within thirty (30) days of notice, unless determined by the City to delay replacement. The replacement plant shall be the same size and species as the damaged or failed plant, if possible. The City shall approve all replacement plants that differ in species. However, replacing plants shall not be used by Contractor as a substitute for proper care.

Dead plants and those in a state of decline shall be brought to the City's attention immediately and before removal. All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant

installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which Contractor has no control. All replacement plants and materials shall be inspected and approved by City prior to installation.

At the end or termination of the Contract, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

Section 4: Turf Maintenance

All turf areas shall be maintained in a manner that supports their designed uses. Turf shall be healthy with an even and uniform surface, color, and soil moisture that benefits the plant without disrupting the user's experience. General inspections of turf and plant materials shall be completed a minimum of one time per week and may be required on a more frequent basis if required to identify stress or damage. Payment for all turf maintenance shall be included in the Monthly Service Price identified for each Park and/or Facility.

4.1 Turf Mowing

Turf shall be mowed in a manner that maintains the following turf height requirements:

<u>Type of grass</u>	<u>Optimum Height</u>
Fescue	2.0" – 3.0"
Bluegrass	2.0" – 3.0"

Turf height shall not exceed 3" at any time and no more than 1/3 of the leaf tissue shall be remove at any one time. City reserves the right to change height at any time including different heights at each site or individual sites. Clippings must be mulched or removed from all turf at time of service.

Payment for mowing is included in the Monthly Service Price for each park and/or facility.

4.2 Edging

Contractor shall complete site edging of trees, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, etc on a weekly basis, in a manner that results in the site appearing groomed and complete. Payment for edging is included in the Monthly Service Price for each park and/or facility.

4.3 Turf Aeration

All turf shall be aerated twice per year. Aeration plugs shall be properly destroyed so as to not pose a safety issue or interfere with the use of parks and facilities. All aerations shall conform to the City's agronomic calendar. All proposals, and costs,

must be approved by the City prior to additional turf aerations occurring. Payment for turf aeration is included in the Monthly Service Price for each park and/or facility.

4.4 Weeds

Turf shall be essentially weed-free. Contractor may use mechanical or chemical methods to remove weed material. All chemical use is subject to approval by the City. Payment for manual/mechanical weed control is included in the Monthly Service Price for each park and/or facility.

4.5 Reseeding or Sod Replacement

Reseeding or sod replacement shall be done on an as needed basis to meet standards. Payment for general reseeded and sod replacement is included in the Monthly Service Price for each park and/or facility and trail.

Section 5: Beds, Hedges, Ground Cover, and Flower Beds

All beds, hedges, ground cover, and flower beds shall be safe, clean, essentially weed-free, mulched, and manicured and shall be free of invasive species or noxious weeds. Unless otherwise stated, payment for conformance with this section shall be considered included in the Monthly Service Price for each park and/or facility and trail.

5.1 General Standard

Fertilization, irrigation, and cultivation (when applicable) shall be adjusted to serve the requirements of the plant species. All living plants, flowers, shrubs, or trees shall be healthy, attractive plants that lend variety and interest to the landscape. Beds, ground covers, and hedges shall be maintained to provide secondary functions such as barriers, animal habitat, or dust and erosion control. Irrigation timers shall be coordinated with scheduled use and maintained in compliance with these specifications. Payment for general Standards is included in the Monthly Service Price for each park and/or facility.

5.2 Removal and Replacement

The City shall approve replacement of plant materials not meeting these specifications. Plantings shall be rotated as needed to continue color and interest. Minimally, plants shall be rotated on a seasonal schedule in areas of high use or high visibility and semi-annually in low use, low visibility areas. Plant placement shall be 1 plant every 4 inches. Payment for removal and replacement is included in the Monthly Service Price for each park and/or facility.

5.3 Litter and Debris Removal

All plant beds/turf and areas within this contract shall be maintained free of trash and debris. Payment for litter and debris removal is included in the Monthly Service Price for each park and/or facility.

5.4 Weed Control

Plant beds, hedge areas, ground cover, and flower beds shall be free of weeds. Beds shall be weeded as needed to meet this standard. Payment for weed control is included in the Monthly Service Price for each park and/or facility.

5.5 Trimming

All shrubs shall be pruned as needed to meet the intent of the landscape design. Ground cover shall be edged as needed to keep plant growth from extending beyond curbs, sidewalks, buildings, and turf areas. Ground cover in medians shall not be allowed to extend beyond the curb or sidewalk. At no time shall new plant growth exceed eighteen inches (18") for mature stock.

All hedge and shrub heights along fences and walls will be maintained within eighteen inches (18") of the top of the fence/wall. All flowering plants shall have dead plant material removed. Payment for trimming is included in the Monthly Service Price for each park and/or facility.

5.6 Pruning

All shrubs shall be pruned as needed to maintain clean lines. Major pruning of hedges shall be completed a minimum of one time per year. Payment for pruning is included in the Monthly Service Price for each park and/or facility.

Section 6: Trees

Trees and tree wells shall be safe, mulched, litter-free, and weed-free. All trees shall be consistently shaped by species type and environment. Unless otherwise stated, payment for conformance with this section shall be considered included in the Monthly Service Price for each park and/or facility and trail.

6.1 General Standards

Trees shall conform to the general shape and height of the species; significantly deformed specimens shall be removed after City authorization. Mechanical trimming around trees shall be accomplished in a way that will not scar the trunk in any way. Payment for general Standards is included in the Monthly Service Price for each park and/or facility.

6.2 Weed Control

Bark mulch shall be placed around each tree and maintained on an as-needed basis to control weeds. Weeds shall be removed by mechanical methods from the base of trees. A well-defined radius that is a minimum of 3-feet in diameter and that has a 1 to 2-inch clearance from the perimeter of the trunk shall be maintained.

Chemical weed control within tree wells shall be accomplished in a way that will not damage the tree. All dead weed matter shall be removed within one week of chemical application. Payment for weed control is included in the Monthly Service Price for each park and/or facility.

6.3 Trimming

Tree limbs shall be maintained at a height of seven feet for pedestrian clearance and twelve feet for vehicular street clearance. Trees shall not exhibit broken or cracked limbs or other structural damage and all suckers shall be removed. Payment for Trimming is included in the Monthly Service Price for each park and/or facility.

6.4 Staking

Young trees should be properly staked to assist in support until roots are firmly established, especially in wind-prone areas. Once firmly established, stakes shall be removed with no protrusion above ground. Trees must be straight.

Ties on the stakes shall be checked periodically to ensure they are adjusted properly. Contractor shall replace or repair tight or damaged ties or stakes. Payment for tree staking maintenance and repair will be included in the Monthly Service Price.

6.5 Removal and Replacement

Contractor shall notify the City of any trees that require replacement. Unless otherwise directed by the City, all damaged trees shall be removed and replaced within thirty (30) days of notice. All replacement trees shall be the same size and species of tree as the damaged tree up to 36" box tree. If the existing tree species cannot be matched, the City will determine an appropriate replacement species. Tree replacement will be paid for as Extra Work unless the tree requires replacement due to Contractor's negligence. If tree damage is found to be a result of Contractor's negligence, Contractor shall be responsible for the full cost of tree replacement.

6.6 Tree Pruning

Contractor shall prune trees for tree and structure health one time per year. Contractor shall schedule pruning activities with the City. All tree pruning shall be completed in accordance with the Western Chapter of the International Society of Arboriculture pruning standards.

Section 7: Disease and Pest Control

Turf, trees, beds, hedges, ground cover and all other landscaping shall be disease-free and pest-free. Any signs of stress or damage to trees, turf, or planting materials and/or any impact to public safety shall be corrected by utilizing one of the following three (3) steps:

- A. Preventive: A scheduled chemical or cultural program designed to prevent significant damage.
- B. Corrective: Application of chemical or mechanical controls designed to eliminate observed problems.

- C. Integrated Pest Management: Withholding any controls until such time as pests demonstrate damage to plant materials, or become a demonstrated irritant or safety concern to the public, such as in the case of wasps, ants, gophers, etc.

Parks shall be inspected weekly, at a minimum, for insects, disease, and stress. A response to any outbreak should be initiated within twenty-four (24) hours of discovery. Payment for implementation of inspection requirements is included in the Monthly Service Price.

Section 8: Fertilization

Contractor is responsible for performing all fertilizations of turf and landscape. Contractor shall apply fertilizer up to four times per year. Actual fertilizer application will be determined based on plant needs. Payment for the labor required to apply the fertilizer is included in the Monthly Service Price. Payment for fertilizer will be made based on cost plus a 10% markup. The City reserves the right to purchase all fertilizer products.

Section 9: Pesticides and Herbicides

Contractor is responsible for performing all pesticide and herbicide applications to turf and landscape. Pesticides and herbicides shall be applied as needed to turf and landscape areas to control pests and weeds. Payment for the labor and materials required for pesticide application is included in the Monthly Service Price. Payment for pesticide chemicals will be made based on a rate equal to cost plus a 10% markup. Payment for the labor and materials required for herbicide application is included in the Monthly Service Price. The City reserves the right to purchase all products for Contractor.

Section 10: Fungicides

Fungicide application may be needed to treat the growth of fungus. Application of fungicide to treat fungus growth caused by Contractor negligence shall be the responsibility of Contractor and no additional payment will be made. Fungicide required to treat fungus growth that is caused by conditions outside of the control of Contractor may be paid for as Extra Work. Any Extra Work related to fungicide application shall be approved the City prior to application. Payment for approved Extra Work related to fungicide application will be made on a time and materials basis.

Section 11: Dog Parks

Dog parks assigned to Contractor and included on the accepted Monthly Service Price Form shall be maintained by Contractor to a standard that results in a clean and litter-free appearance. Foskett Park Dog Park shall be maintained every Wednesday between the hours of 6 AM and 12:00 PM. Auburn Ravine Dog Park shall be maintained every Tuesday between the hours of 6 AM and 12:00 PM. McBean Dog Park shall be maintained every Friday between the hours of 6 AM and 12:00 PM The dog parks shall be maintained per these contract

specifications. Payment for the maintenance of dog parks is included in the Monthly Service Price. The City will provide all plastic bags required for the dog pots.

Section 12: Paved Surfaces

Paved surfaces shall be safe and pose no tripping hazards. Paved surface maintenance includes removal of litter, debris, plant materials, etc. Pathways, parking lots and other paved areas shall be free of sand, debris, and litter so at no time it detracts from the look or safety of the area. Sand and decomposed gravel shall be removed from sidewalks. All surfaces shall be pest-free and weed-free. No standing water from irrigation shall be permitted on pathways. Payment for the maintenance of paved surfaces is included in the Monthly Service Price.

Section 13: Unpaved Surfaces

Unpaved surfaces include designated paths and/or trails covered with porous materials. Unpaved surfaces shall be safe and pose no tripping hazards. Minor litter or debris may be present prior to service or during the course of use. All unpaved surfaces shall be free of weeds, debris, and litter to maintain the look and safety of the area. All surfaces shall be pest-free and weed-free. No standing water from irrigation shall be permitted on pathways. Unpaved surfaces shall be maintained in a safe, level, and smooth manner. Payment for the maintenance of unpaved surfaces is included in the Monthly Service Price.

Section 14: Litter and Garbage Container Servicing

Litter and garbage containers shall be safe, usable, in presentable condition, and free of foul odors. Minor fading and graffiti may be present and/or minor repairs may be needed prior to service or during the course of use. Litter shall be picked up and removed from all areas at the time of mowing, pruning, or amenity service. Garbage container service shall occur one (1) time per week. Payment for the maintenance of litter and garbage is included in the Monthly Service Price.

Section 15: Refuse Disposal

Disposal of refuse, plant material, litter, and all other waste shall be the responsibility of Contractor. Contractor shall dispose of such materials in a manner that is consistent with all applicable laws and regulations. Payment for refuse disposal is included in the Monthly Service Price.

Section 16: Amenity Maintenance (Benches, Tables, Trash Containers, Fountains)

Contractor shall maintain site amenities in a manner that ensures these amenities are safe, usable, and in presentable condition. Minor fading and graffiti may be present and/or minor repairs may be needed at time of service or during the course of use. Contractor shall inspect site amenity furniture such as: benches, tables, trash containers, drinking fountains, and water features on a monthly basis for condition and defects. Contractor shall clean and/or remove

debris from amenities on a weekly basis. Contractor shall remove hazardous debris immediately upon discovery. Contractor shall notify City of any and all vandalism, defects, and/or safety items within twenty-four hours of discovery. Payment for amenity maintenance is included in the Monthly Service Price.

Section 17: Outdoor Court Maintenance

Court surfaces shall be free of sand, debris, and litter to maintain the look and safety of the area. All surfaces shall be pest-free and weed-free. No standing water from irrigation shall be permitted on court surfaces. Contractor shall notify City of any and all vandalism, defects, and/or safety items within twenty-four hours of discovery. Payment for outdoor court maintenance is included in the Monthly Service Price.

Section 18: Trails

Trails shall be maintained for fire protection, litter control, noxious weeds management, and erosion control as appropriate for the intended use and natural surroundings. Trails shall be essentially free of vegetation two (2) feet from the edge of the trail or fence line. Trees adjacent to open space areas shall be maintained per Section 6 of these specifications. Contractor shall empty dog waste and trash receptacles at least one time per week. The City will provide the waste disposal bags for the dog waste receptacles. Contractor shall supply bags for the trash receptacles. Payment for trail maintenance is included in the Monthly Service Price.

Section 19: Natural Areas within Parks

Contractor shall maintain all natural areas that are located within a park, Street scape or facility. Contractor shall mechanically or chemically control growth of non-turf areas so that the natural vegetation is a minimum of four feet from any turf or ornamental area. Natural grass and weeds shall be maintained at a height no more than six inches unless dictated otherwise by plant species. Scheduling of mowing of specific areas shall be coordinated with the City. Contractor shall remove litter from natural areas one time per week. Payment for maintenance of natural areas within a park is included in the Monthly Service Price.

Section 20: Designated Sports Field Maintenance

Areas identified as designated sports fields shall be maintained in accordance with this section. These sports fields area as follows: McBean Stadium, McBean Little League field, Foskett Softball fields, Foskett Soccer fields, Wilson Park Softball fields, Pete Singer fields, 12 bridges Park fields.

Turf shall be even, lush green during growing season, with clean edges. Sporadic weeds may be visible and bare spots may be present after play begins. The area shall be safe, firm enough for all traffic, have no holes or tripping hazards including low spots to be considered as concerns for rolling ankles etc.as well as be free of standing water.

Fields that contained skinned surfaces (dirt infields) shall be safe and playable. Level and safe transitions shall occur between the skinned and turfed surfaces. Skinned surfaces shall be weed-free. Infields and warning tracks shall be free of weeds at all times.

Turf height shall be maintained at between two inches (2") and two and one half inches (2.5"). Turf height shall not exceed 2.5" at any time and no more than 1/3 of the leaf tissue should be removed at any one time. All clippings must be removed.

McBean Stadium mowing shall be completed with reel mower two times per week from March thru November. December thru February, Contractor may utilize deck mower one time per week.

Aeration of designated sports turf fields shall occur twice annually and shall be scheduled through the City. All aeration plugs must be mulched or removed after aeration.

Payment for designated sports field maintenance is included in the Monthly Service Price.

Section 21: Dog Parks

Auburn ravine Dog park must be mowed every Tuesday by noon.

Foskett Park Dog Park must be mowed every Thursday by noon.

Section 22: Materials and supplies used

Contractor must supply itemized list of all materials used such as valves, fittings, pipe, staking etc. These costs are to be submitted in detail for all parts used when contractor is supplying parts. Cost must include 10% maximum mark-up.

EXHIBIT A

EXTRA WORK PRICE FORM

Labor	Hourly Rate
Common Labor, Open Space	\$ 50.00
Common Labor, Landscape	\$48.00
Skilled Technician (Irrigation, Infrastructure)	\$ 75.00
Supervisor (Acct. Mgr.)	\$ 100.00
Emergency / Off Hour Response	\$ 100.00
Other (describe):	
Directed Work - Agronomics	Hourly Rate
Per Acre - Fertilization (product not included)	\$ 75.00 - \$100.00
Per Acre - Chemical Application (product not included)	\$ 85.00
Tree planting 15gal - 24" box	15gal = \$175.00 24" box = \$175.00 } Per tree
Tree planting 36" box - 48" box	Time and Materials
Shrub planting 1 gallon	\$15.00 per
Shrub planting 5 gallon	\$43.00 per
Other (describe):	
Directed Work - Repair	Unit Cost
Sod preparation and installation (per sq. ft.)	\$ 2.15
Other (describe):	
Per Acre Disking	\$ 560.00
Per Acre Rough Mowing	\$ 280.00
Per Acre Hand Work	\$ 1,040.00

City of Lincoln
RFP 08222021-01 Landscape Services

Per Acre Herbicide	# 365.00
Other (describe):	
Monthly maintenance cost for additional Park and/or Streetscape services:	Sq. ft. cost
Street scape maintenance (shrub area)	# 0.0192
Street scape maintenance (turf area)	# 0.0175
Park maintenarice (shrub area)	# 0.015
Park maintenance (turf area)	# 0.01 to #0.0333 <i>depending upon tot Sq Ft.</i>

[illegible]

Appendix A

Contractor Summary Sheet

Contractor Name: _____

Contractor Parent or Ownership: _____

Contractor Address: _____

Contractor Telephone Number: _____ Fax Number: _____

Management person responsible for direct contact with the City and the services required for this Request for Proposal (RFP):

Name: _____

Title: _____

Telephone Number: _____

EMAIL Address: _____

Person Responsible for day-to-day servicing of the account:

Name: _____

Title: _____

Telephone Number: _____

EMAIL Address: _____

Appendix B

Certification of Proposal to the City of Lincoln

- I. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.
- II. This contractor has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the contractor and that the contractor is responsible for these.
- III. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- IV. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
- V. This contractor has carefully read and understands all of the items contained in Section 3, Conditions and Requirements.
- VI. The proposal by this contractor is an irrevocable offer and shall be valid for 120 days from date of submission.

Name of Contractor: _____

By (Authorized Signature): _____ Date: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

EMAIL Address: _____

Appendix C

List of Elected Officials And Administration

Elected Officials

Alyssa Silhi	Mayor
Holly Woods-Andreatta	Vice Mayor
Dan Karleskint	Councilmember
William Lauritsen	Councilmember
Paul Joiner	Councilmember

City Manager

Jennifer Hanson	City Manager
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Appendix D
Sample Agreement

Appendix E
SCHEDULE OF PERFORMANCE

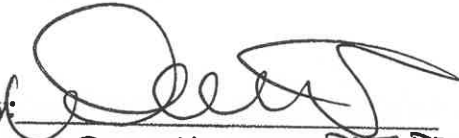
EXHIBIT C

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT/CONTRACTORS

0.01 to 0.0333 depending on size

By: 
REGIONAL VICE PRESIDENT [Title]

WILLIAM ROGERS
Print Name

10/1/25
Date

EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Contractor shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A**.

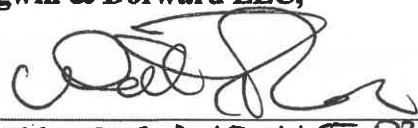


EXHIBIT C

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
Labor Code § 1861**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Cagwin & Dorward LLC,

By: 

Title REGIONAL VICE PRESIDENT

WILLIAM ROGERS
Print Name

10/1/25
Date



EXHIBIT B

SCHEDULE OF PERFORMANCE

All work to be completed by June 30th, 2028



EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Contractor shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A**.



STAFF REPORT

Item Number 7.I

SUBJECT: Execute Construction Contract for McBean Pool Resurfacing Capital Improvement Project (CIP) 703 and authorize a budget augmentation in the amount of \$109,510 from the unencumbered balance of Fund 2850 and 2870. (Jonnelyn Espartero)

SUBMITTED BY: Jonnelyn Espartero

DEPARTMENT: Engineering

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution (1) authorizing a budget augmentation of \$105,335 from the unencumbered balance of Fund 2850 and \$4,175 from Fund 2870 for the total amount of \$109,510 to CIP 703 McBean Pool Resurfacing; (2) authorizing the City Manager to execute a contract for construction with Adams Pool Specialties in the amount of \$278,645 for the construction of the McBean Pool Resurfacing Capital Improvement Project (CIP) 703, and authorizing the City Engineer to approve change orders not to exceed \$27,865.

The project is funded by Fund 2850 and 2870.

BACKGROUND/INTRODUCTION:

The Capital Improvement Program (CIP) for FY 2025/27 includes CIP 703 – McBean Pool Resurfacing project. McBean Pool is currently in need of resurfacing because the current plaster has become sharp and aggressive to the touch and discolored due to the use of liquid chlorine. The project will also include replacement of the pool drains, waterline tiles, LED pool lights, and repair of the autofill system.

FINDINGS/ANALYSIS:

The invitation for bids was published in the Lincoln News Messenger, and posted on PlanetBids and the City website on August 26, 2025. Bids were received by the City Clerk by 2:00 PM on Wednesday, October 1, 2025. Responsive bids were received from two contractors.

On October 1st, 2025, the following bids were received:

Contractor	Base Bid Amount
Burkett's Pool Plastering	\$275,581
Adams Pool Specialties	\$258,845

Staff has reviewed the bids and recommends the City Council award a construction contract (Attachment C) to the lowest responsive and responsible bidder, Adams Pool Specialties, in the amount of \$258,845 for the Base Bid. Additionally, the staff also recommends the City award Alternate #2 for \$19,800 for a total construction amount of \$278,645. The construction contingency has been set to 10%.

The work will commence upon award. The project is currently programmed with the following milestone schedule:

- Award Contract for Construction: October 2025
- Issue Notice to Proceed: October 2025
- Begin Construction: November 2025
- End Construction: December 2025/January 2026

City staff will provide construction management and inspections throughout the duration of the project.

FISCAL IMPACT:

Budgeted

CIP 703 McBean Pool Resurfacing

Fund 2850 (Maintenance CFD Local) \$123,500

Fund 2870 (Maintenance CFD Citywide) \$123,500

Total **\$247,000**

Estimated Project Costs

Construction \$278,645

Contingency (10%) \$ 27,865

Total **\$306,510**

An additional \$59,510 will be required to fund the construction contract. CIP 703 was originally

scoped to include additional improvements to the McBean Park Pool area office buildings including sunshades, AC installations, and concrete repairs. A budget augmentation of \$50,000 will be used to ensure funds will be available to complete these improvements under a future construction contract.

Budget Augmentation Fund 2850	\$ 105,335
Budget Augmentation Fund 2870	\$ 4,175

Fund Balances

	Unencumbered Fund Balance	Updated Fund Balance
Fund 2850	\$4,995,000	(\$4,889,665)
Fund 2870	\$ 198,000	(\$ 193,825)

- ATTACHMENTS:**
- [McBean Pool Resurfacing CON.DOC2.Attachment B Bid Results.2025Oct14.jespartero.pdf](#)
 - [McBean Pool Resurfacing CON.DOC3.Attachment C Contract.2025Oct14.jespartero.pdf](#)
 - [McBean Pool Resurfacing CON.REV1.DOC1.Attachment A.Resolution.2025Oct14.jespartero.docx](#)

**CITY OF LINCOLN
McBean Pool Resurfacing – CIP 703
BID OPENING RESULTS**

October 1, 2025; 2:00 PM

Contractor	Base Bid
Burketts Pool Plastering	\$275,581
Adams Pool Specialties	\$258,845

Jonnselyn Espartero
Project Manager

10/1/25
Date

Heidi [Signature]
City Clerk

10/1/25
Date

Engineer's Estimate - \$242,420

CITY OF LINCOLN

Agreement for the Construction of the

MCBEAN PARK POOL RESURFACING

THIS AGREEMENT, made and entered on, October 14th, 2025, by and between the CITY OF LINCOLN, a municipal corporation, (hereinafter referred to as "City"), and Adams Pool Specialties a California Corporation.

WITNESSETH:

RECITALS:

WHEREAS, the City Council of the City of Lincoln has awarded a contract to Contractor for performance of the work set forth herein.

AGREEMENTS:

SECTION 1 - SCOPE OF WORK:

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in section 7 hereof, the work of: McBean Park Pool Resurfacing, City of Lincoln, County of Placer, State of California, as called for in the drawings and specifications adopted by the City, which drawings and specifications have been executed by the parties to this agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said work performed and completed as required in the Contract Documents, under the direction and supervision of, and subject to the approval of the City and its duly authorized representatives.

SECTION 2 - TIME OF COMPLETION:

The contract time duration shall commence on the 15th calendar days following contract approval by the City of Lincoln City Council and shall be fully completed no later than 40 working days thereafter, or such additional time as may have been provided by change order, pursuant to the Contract Documents.

Time is of the essence of this agreement.

SECTION 3 - CONTRACT PRICE:

City shall pay Contractor for the full and complete performance of this contract the sum of Two Hundred Seventy-Eight Thousand Six Hundred Forty Five Dollars (\$278,645), subject to adjustments as provided in the Contract Documents.

SECTION 4 - MONTHLY PROGRESS PAYMENTS:

Monthly progress payments shall be made in accordance with Article 23 of the General Conditions of these Contract Documents.

SECTION 5 - FINAL PAYMENT:

Final payment shall be made in accordance with Article 25 of the General Conditions of these Contract Documents.

SECTION 6 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the City or others relating to or arising from the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds required by this contract.

SECTION 7 - CONTRACT DOCUMENTS:

The complete contract between the parties hereto shall consist of the following documents herein referred to as the "Contract Documents":

- Notice to Bidders
- Information for Bidders
- Bid Form
- Designation of Subcontractors
- This agreement
- Bidder's Bond
- Payment Bond
- General Conditions
- Special Provisions
- Contract Drawing
- Technical Specifications
- Duly issued addenda
- Duly issued interpretations
- Supplemental Drawings issued pursuant to Article 4 of the General Conditions
- Shop Drawings and Manufacturers' Instructions approved pursuant to Article 5 of the General Conditions

Approved Change Orders
Contractors' Guarantee and Bond

Such documents, collectively referred to herein as the Contract Documents, hereby are incorporated herein by this reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto executed this agreement the day and year first above written.

CITY: CITY OF LINCOLN

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Dated

Dated

(SEAL)

CONTRACTOR:

Signature

Name

Official Title

Business Address

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that _____, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature)

(Seal)

RESOLUTION 2025-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ADAMS POOL SPECIALTIES IN THE AMOUNT OF \$278,645 FOR THE CONSTRUCTION OF MCBEAN POOL RESURFACING CAPITAL IMPROVEMENT PROJECT (CIP) 703 AND AUTHORIZING THE CITY ENGINEER TO APPROVE CHANGE ORDERS NOT TO EXCEED \$27,865.

WHEREAS, FY 25/27 Capital Improvement Program has funding available for CIP 703 McBean Pool Resurfacing in the amount of \$247,000; and

WHEREAS, the Notice to Bidders was duly advertised, and a public bid opening was held by the City Clerk at 2:00 PM on Wednesday, October 1, 2025; and

WHEREAS, Adams Pool Specialties was determined to be the responsible bidder submitting the lowest responsive bid in the amount of \$258,845 for the base bid; and

WHEREAS, awarding Bid Alt #2 for \$19,800 for a total contract amount of \$278,645 is in the best interest of the City; and

WHEREAS, a budget augmentation in the amount of \$109,510 from the unencumbered balance of Fund 2850 and 2870 is necessary to provide funding for the project.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln authorizes:

1. The allocation of \$109,510 from the unencumbered balance of Fund 2850 and 2870 to CIP 703 McBean Pool Resurfacing; and
2. The City Manager to execute a contract for construction with Adams Pool Specialties in the amount of \$278,645 for the McBean Pool Resurfacing project and authorizes the City Engineer to approve change orders not to exceed \$27,865.

PASSED AND ADOPTED this 14th day of October, 2025 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurnburn, City Clerk



STAFF REPORT

Item Number 7.J

SUBJECT: Adopt a Resolution Authorizing the City Manager to Donate a Surplus Vehicle to LincolnCACares. (Matthew Medill/Kristine Mollenkopf)

SUBMITTED BY: Matthew Medill

DEPARTMENT: Public Works

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing the City Manager to donate a surplus vehicle to LincolnCACares for use for the HOMILi (Housing Opportunities Made In Lincoln) project.

BACKGROUND/INTRODUCTION:

The City assisted in the formation of and has a representative seat on the Board of LincolnCACares. LincolnCACares has taken over the day-to-day operations of what was the pilot emergency housing program located at Grace Lutheran Church. LincolnCACares is a 501(c)(3) nonprofit committed to addressing homelessness in Lincoln. As part of its ongoing efforts, the program has identified a need for a vehicle to support one of its participants.

FINDINGS/ANALYSIS:

The vehicle selected by staff to fulfill this need is a 2004 Jeep Liberty 1J4GL48K24W327080 with 142,440 miles on the odometer. Per Kelly Blue Book, the vehicle has an estimated value of less than \$3,000.00. The objective of this initiative is to donate a city-owned vehicle to a non-profit organization, providing essential transportation support to unsheltered residents. This resource will facilitate participants' full transition to stable, productive lives by addressing critical mobility barriers, enabling them to access employment, services, and opportunities to thrive as valued members of our community.

Since there will be no bid process prior to this donation, it is proposed as an exception to 3.24.130 - Disposition of surplus supplies, materials and equipment, which addresses surplus equipment valued at less than \$10,000 as follows: "All city departments shall submit to the purchasing officer or designee, at such times and in such form as prescribed, reports showing all supplies, materials and equipment which are no longer needed, or which have become obsolete or worn out. The purchasing officer or designee shall have authority to sell all supplies, materials and equipment which cannot be used, or which have become unsuitable for city use, or to exchange the same for, or trade in the same on, new supplies, materials and equipment. The purchasing officer or designee has the authority to declare item(s) with a

market value of less than \$10,000.00 surplus. For items valued in excess of \$10,000.00 as such sales shall be made by solicitation of informal bids/written offers for purchase. If there are no bids, the property may be sold at private sale, donated to charity, or disposed of in the manner most economically beneficial to the city.”

Consequently, staff recommends that City Council adopt a resolution authorizing the City Manager to donate a surplus vehicle to LincolnCACares in the interest of assisting homeless in the City to meet their basic needs.

FISCAL IMPACT:

Loss of potential revenue in the amount of approximately \$1,500.00, based on recent surplus sales via auction.

ATTACHMENTS:

[Resolution.docx](#)

[Surplus Vehicle #260, 2004 Jeep Liberty 1J4GL48K24W327080](#)

RESOLUTION 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO DONATE A SURPLUS VEHICLE TO LINCOLNCACARES FOR USE WITH THEIR HOMILI (HOUSING OPPORTUNITIES MADE IN LINCOLN) PROGRAM IN THE INTEREST OF ASSISTING HOMELESS IN THE CITY TO MEET THEIR BASIC NEEDS.

WHEREAS, the City serves on the board of LincolnCACares, a 501(c)(3) nonprofit committed to addressing homelessness in Lincoln; and

WHEREAS, as part of LincolnCACares' operation of its HOMILI (Housing Opportunities Made In Lincoln) program, the program has identified a need for a vehicle to support one of its program participants; and

WHEREAS, the vehicle selected by staff to fulfill this need is a 2004 Jeep Liberty 1J4GL48K24W327080 with 142,440 miles on the odometer and an estimated value of less than \$3,000; and

WHEREAS, since there would be no bidding process prior to this donation, it would constitute an exception to the City's purchasing guidelines in Section 3.24 of the Lincoln Municipal Code; and

WHEREAS, the objective of this initiative is to donate a city-owned vehicle to a non-profit organization, providing essential transportation support to unsheltered residents. This resource will facilitate participants' full transition to stable, productive lives by addressing critical mobility barriers, enabling them to access employment, services, and opportunities to thrive as valued members of our community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Manager to donate a surplus vehicle to LincolnCACares for use with its HOMILI program (Housing Opportunities Made In Lincoln) in the interest of assisting homeless in the City to meet their basic needs.

PASSED AND ADOPTED this 14th day of October, 2025 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

Resolution No. 2025-

Attachment A

Surplus Vehicle #260, 2004 Jeep Liberty 1J4GL48K24W327080





STAFF REPORT

Item Number 7.K

SUBJECT: Adopt a Resolution Adopting a Policy Regarding the Display of Flags on City-owned Properties. (Sean Scully)

SUBMITTED BY: Kristine Mollenkopf

DEPARTMENT: City Attorney's Office

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a Resolution adopting a Flag Display Policy for the City of Lincoln.

BACKGROUND/INTRODUCTION:

The proposed Policy provides guidance and standards for the outdoor display of flags at City facilities, including commemorative flags.

Historically, the City of Lincoln has displayed the United States flag, State of California flag, and City of Lincoln flag at City Hall, with flags of the United States flown at various other City facilities and parks within the City limits. There are other flag holders placed about the City on light poles owned by the City on which commemorative or holiday flags are often displayed. The City of Lincoln, however, does not currently have a policy regulating the flags displayed from these poles or holders.

FINDINGS/ANALYSIS:

The display of commemorative flags at City facilities can raise First Amendment free speech issues, depending on whether the flag is treated as government speech or private speech on public property. If the City allowed third-party requests to display commemorative flags, the City could be subject to First Amendment scrutiny for allowing private speech on public property. If a flagpole was deemed to be a "limited public forum" under the First Amendment, the City could not pick and choose which commemorative flags to fly, except on a content-neutral basis. However, under the government speech doctrine, the City may advance its own

speech without requiring viewpoint neutrality when the government itself is the speaker, so long as the City does not show religious preference or encourage voting for a particular candidate.

Staff has prepared a resolution for the City Council's consideration. The resolution adopts a City Council policy outlining the standards and procedures for the display of flags at City facilities. The policy is structured in a manner that treats commemorative flags as government speech. The policy prohibits third-party requests for commemorative flag displays and only allows for the display of commemorative flags when the request is brought forth by a City Council member and then authorized by the City Council as an expression of the Council's affirmative sentiments.

ATTACHMENTS:

[City of Lincoln Flag Policy for CC consideration.docx](#)

[Resolution flag policy.docx](#)

City of Lincoln

Flag Display Policy

I. Purpose.

The purpose of this Flag Policy is to establish City guidelines for the exhibition and display of flags on City-owned property within the limits of the City of Lincoln. The City recognizes flags can be powerful symbols of honor, pride and identity, and the City wishes to institute a Flag Policy promoting these ideals.

II. Scope.

This Flag Policy applies to all flags flown by the City at any City-owned property. This Flag Policy is adopted pursuant to and consistent with the government speech doctrine. Nothing herein shall be construed to create a public forum of any kind or type, whether unlimited, limited, designated, or otherwise, with respect to any flagpole on City-owned property. Any commemorative flags or banners may only be flown as authorized by the City Council as an expression of the City Council's official sentiments.

III. Definitions.

A. **Flag:** A "flag" is defined in Lincoln Municipal Code section 16.04.010, as now existing or hereafter amended. (See Lincoln Municipal Code Chapter 16.04 for further definitions.)

B. **Military Flag:** Each of the official flags which represent the six branches of the U.S. military, which will be flown in order of establishment: Army, Marine Corps, Navy, Airforce, Coast Guard and Space Force. Also included under this definition is the prisoner-of-war/missing in action ("POW-MIA") flag.

C. **Commemorative Flag:** A flag or banner not described in paragraph IV.A. flown in or on a flagpole mount generally attached to City streetlights or other City-owned structures as approved by City Council as an expression of the Council's official sentiments.

D. **City-Owned Property:** All City-owned or operated buildings, facilities or utility poles that have flagpoles or a flag holder in place to display flags and including such flagpoles or flag holders.

E. **Flagpoles:** All flagpoles and/or flag holders on City-owned property under the care and control of City staff.

F. **Half-staff:** A style of flag display where a flag is flown one-width of the flag below the top of a flagpole.

IV. General Provisions.

A. The only flags that may be flown by the City at City-Owned Property and flagpoles are the National Flag of the United States of America (as defined by United States Code Title 4, Chapter 1), the official flag of the State of California (as defined by California Code Title 1, Division 2, Chapter 2), the official flag of the City of Lincoln, and Military Flags at the Placer County Veterans Monument in McBean Park, all as further set forth in this Flag Policy, and as identified at Exhibits 1 through 5, attached hereto and incorporated herein by reference.

B. The City's Facilities Department shall maintain an accurate inventory of City-maintained flags.

C. The Flag of the United States of America will always be displayed in a position of priority.

D. The order of precedence for displaying flags will be as follows:

1. The National flag of the United States of America;
2. The official flag of the State of California;
3. The official flag of the City of Lincoln;
4. Military Flags as defined.

E. According to the U.S. Flag Code, Section 6a: It is universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaffs in the open. However, when a patriotic effect is desired, the flag may be displayed up to twenty-four hours a day if properly illuminated during the hours of darkness. The Code does not indicate what "property illuminated" means. However, "The American Legion interprets 'proper illumination' as a light specifically placed to illuminate the flag (preferred) or having a light source sufficient to illuminate the flag so it is recognizable as such by the casual observer." For purposes of this policy, the City finds that a streetlight provides a light source for proper illumination of a flag affixed to a street light pole, as well as upward facing ground lights such as those currently installed at City Hall, and therefore, authorizes such lighting for a flag.

F. Flags identified in section IV.A. of this policy are not to fall, lie on, or touch the ground when being carried or displayed.

G. Flags displayed at City-Owned Property pursuant to this policy shall be displayed in accordance with the official protocols issued by the Federal Government and the State of California.

H. The City's Facilities Department staff shall be responsible for inspecting the flags that fly at City-Owned Property for wear and tear.

I. City flags identified herein may be displayed in the City Council Chambers and other indoor City-Owned Property, as directed and authorized by the City Council or the City Manager.

J. The Lincoln Police Department may display a department-specific flag on an auxiliary flagpole at the location of their City-Owned Properties provided the flagpole is at least 5 feet shorter in height than the official pole on which the National flag of the United States of America is displayed. The Lincoln Police Department's authorized flag is identified herein as Exhibit 6.

V. Flying of Flags at Half-Staff.

A. All flags displayed on City-Owned Property pursuant to this policy will be flown half-staff on the following occasions:

1. By order of proclamation by the President of the United States;
2. Peace Officers' Memorial Day, May 15th;
3. Memorial Day, last Monday of the month of May from sunrise to 12:00 p.m.;
4. Patriot Day, September 11th; and
5. Pearl Harbor Remembrance Day, December 7th.

B. Notwithstanding the foregoing, the Chief of Police is authorized to direct their department-specific flag (Exhibits 6) to be flown at half-staff in their discretion in the event of a local, regional, statewide or national event affecting their branch of service.

VI. Military Flags.

Military Flags may be flown by the City at the Placer County Veterans' Memorial at McBean Park, and Military Flags shall be so flown unless the City Manager, in his/her discretion, finds that flying such flags at a given time substantially risks significant damage to property or impairs the general health, safety and welfare of the community.

VII. Commemorative Flags.

A. Commemorative Flags may be mounted to streetlight poles at various observances throughout the year. The City's flag displays are not intended to serve as a forum for free expression by the public. The City shall display commemorative flags only if authorized by the City Council as an expression of the City's official sentiments. Any such authorization shall be given at a duly noticed meeting of the City Council.

B. The City Council shall only consider a request to display a Commemorative Flag if the request is made by a member of the City Council.

C. Commemorative Flags shall be displayed for a period of time that is reasonable or customary for the subject to be commemorated, but no longer than thirty-one (31) continuous days unless approved by City Council or the City Manager.

D. Commemorative Flags displayed at or near City Hall shall be considered a separate display from the City Hall flagpoles and shall not be flown higher than said flags.

Exhibit 1: National Flag of the United States



Exhibit 2: State Flag of California



Exhibit 3: Flag of the City of Lincoln



Exhibit 4: Official Flags of the 6 Military Branches

Army



Marine Corps



Navy



Air Force



Coast Guard



Space Force



Exhibit 5: Official POW-MIA Flag

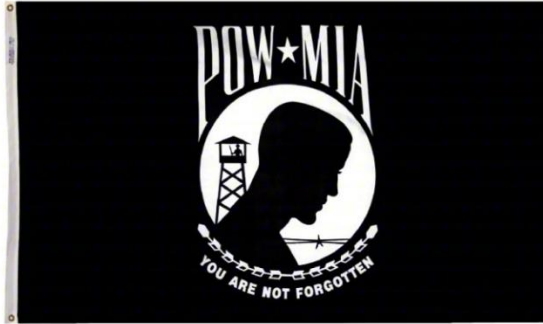
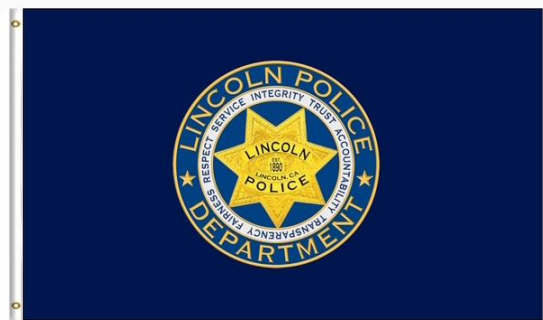


Exhibit 6: Lincoln Police Department Flag



RESOLUTION 2025-

A RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING AGREEMENT PURSUANT TO CALIFORNIA DENSITY BONUS LAWS AND AN AGREEMENT WAIVING THE PROJECT'S ANNEXATION INTO CITY COMMUNITY FACILITIES DISTRICTS FOR THE GARDEN AT BELLA BREEZE; AND FINDING THE ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, historically the City of Lincoln has displayed the United States flag, State of California flag, and City of Lincoln flag at City Hall, with flags of the United States flown at various other City facilities and parks within the City limits; and

WHEREAS, there are other flag holders placed about the City on lightpoles owned by the City on which commemorative or holiday flags are often displayed; and

WHEREAS, the display of commemorative flags at City facilities can raise First Amendment free speech issues, depending on whether the flag is treated as government or private speech on public property; and

WHEREAS, under the government speech doctrine, the City may advance its own speech without requiring viewpoint neutrality when the government itself is the speaker, so long as the City does not show religious preference or advocate for a candidate in an election, for example.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council hereby adopts the accompanying policy outlining the standards and procedures for the display of flags at City facilities, and deems commemorative flags as government speech which are to be considered as an expression of the Council's affirmative sentiments.

Section 2. The City Council additionally finds these actions are exempt from the California Environmental Quality Act ("CEQA"), as codified at Public Resources Code §§ 21000, et seq., and as further governed by 14 California Code of Regulations §§ 15000, et seq., because they are not projects as contemplated by 14 C.C.R. § 15378.

PASSED AND ADOPTED this 14th day of October, 2025 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk



STAFF REPORT

Item Number 7.L

SUBJECT: Adopt a Resolution Approving a Community Bike Park at Foscett Park and Authorizing the City Manager to take all necessary actions to enter into a License agreement with the Lincoln Bike Park, a 501 (c)(3). (Sean Scully)

SUBMITTED BY: Nita Wracker

DEPARTMENT: City Manager's Office

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff recommend Council adopt a resolution approving a Community Bike Park at Foscett Park and authorizing the City Manager to take all necessary actions to enter into a License agreement with the Lincoln Bike Park, a 501 (c)(3).

BACKGROUND/INTRODUCTION:

On August 26, 2025 City Council received information regarding utilizing a portion of the currently undeveloped section of Foscett Park as a Community Bike Park which could contain a BMX Track, Mountain Bike skills course, pump track and other related amenities.

FINDINGS/ANALYSIS:

The proposed Community Bike park has been introduced and discussed before the Parks and Rec Committee as well as City Council. The Lincoln Bike Park 501(c)(3) would maintain and manage the proposed Community Bike Park, additionally the City would receive an annual license fee as well as a portion of the net revenues generated from paid events.

The intent is for the mountain bike and pump track to be open to the public for community use a majority of the time and the BMX track would have shared use with approximately half time open to the public for community use and half time reserved for private or league use.

FISCAL IMPACT:

Estimated revenue includes an annual lease payment of \$1,000 plus a portion of the net revenues generated from paid events.

ATTACHMENTS:

[Resolution Lincoln Bike Park.docx](#)

[Lincoln Bike Park Agreement KLM rev.docx](#)

[Exhibit A - FBP License Area.pdf](#)

[Exhibit B - FBP Operations Plan KLM rev.docx](#)

[Exhibit C - FBP Maintenance Plan KLM rev.docx](#)

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING A COMMUNITY BIKE PARK AT FOSKETT PARK AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO ENTER INTO A LICENSE AGREEMENT WITH THE LINCOLN BIKE PARK, A 501 (C)(3).

WHEREAS, the Lincoln Bike Park 501 (c)(3) approached the City with the concept of developing a Community Bike Park which could include a mountain bike skills course, pump track, BMX track and other related facilities; and

WHEREAS, the Parks and Rec Committee has been in favor of this concept, and a similar facility does not presently exist within the City; and

WHEREAS, on August 26, 2025, City Council received information regarding the concept proposed by Lincoln Bike Park 501 (c)(3) and provided general direction to pursue the matter further; and

WHEREAS, city staff have worked in good faith to negotiate a licensing agreement with Lincoln Bike Park 501(c)(3) which would ensure community access and provide licenses fees to the City.

NOW THEREFORE BE IT RESOLVED:

1. City Council approves the concept of a Community Bike Park to be located in an undeveloped area of Foscett Park.
2. The City Manager is authorized to take all necessary actions to enter into a License agreement with Lincoln Bike Park, a 501(c)(3), a tax exempt corporation, with approval of the final agreement by the City Attorney.

PASSED AND ADOPTED this 14th day of October, 2025 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Holly Andreatta, Mayor

ATTEST:

Hope Ithurburn, City Clerk

CITY OF LINCOLN & LINCOLN BIKE PARK LICENSE AGREEMENT

1. LICENSE TO USE

The City of Lincoln ("City") hereby grants to Lincoln Bike Park, a 501(c)(3) tax exempt corporation ("Licensee"), a revocable, non-exclusive license to use a designated area within Foskett Regional Park, located at 1911 Finney Way in Lincoln, California ("License Area"), as mutually agreed upon and depicted in **Exhibit A**, for the purpose of constructing, maintaining, and operating a community bike park.

2. TERM

The term of this License shall commence on _____, 2025, and continue until _____, 2030. This term may be extended by an additional five (5) years with the City Manager's approval. Licensee shall notify City no later than _____, 2029 of its intent to extend the term.

3. USE OF PREMISES

Licensee shall use the License Area exclusively for the construction and operation of the Lincoln Bike Park, including but not limited to:

- A BMX race track with start and finish areas
- A mountain bike skills course
- A dirt pump track
- Pedestrian walking and bike paths
- Gravel parking for no less than 75 vehicles

All such uses shall be consistent with the site plan and design approved by the City and shall be operated in accordance with the **Foskett Bike Park Operations Plan** set forth in **Exhibit B**, which is attached hereto and incorporated herein.

3. SIGNAGE

Licensee may display sponsorship signage within the License Area consistent with the Lincoln Sign Ordinance and Lincoln Municipal Code section 16.03.030(F). All signage and graphics shall be approved by the City prior to placement. Additionally, Licensee shall install appropriate 'use at your own risk' signage as approved by the City Attorney at the Licensee's sole cost.

4. PAYMENT

Licensee shall be charged a flat rate of \$1,000 annually, which includes the license fee for use of the License Area and associated maintenance costs in a combined rate. Additionally, twenty-five percent (25%) of any net revenues generated by the Licensee from special events, competitions, advertising, etc from the licensed area shall be remitted to the City of Lincoln within ten (10) business days of the collection of said revenue.

5. YOUTH CLINICS & CAMPS

Licensee agrees to host (2) free clinics to the community each calendar year. Each clinic will be a one-day event (minimum of 3 hours) with instruction provided by Lincoln Bike Park riding professionals and staff.

6. MAINTENANCE & OPERATIONS

Licensee shall, at its sole cost and expense, and in accordance with the requirements set forth in **Exhibit C (Foskett Bike Park Maintenance Plan)**, which is attached hereto and incorporated herein by reference:

- Maintain the Licensed Area in a clean, safe, and good condition
- Provide all ongoing maintenance and repairs
- Manage volunteers and programming
- Coordinate with City staff regarding access, scheduling, and special events

An annual walk-through with City staff will be conducted each December.

7. CONSTRUCTION

Licensee shall fund and complete construction of the improvements including BMX track with lighting and seating, mountain bike skills course, pump track, parking, and perimeter trails. Work must comply with applicable laws and be coordinated with the City.

8. INSURANCE

Licensee shall procure and maintain throughout the License term:

- - General Liability Insurance: \$2,000,000 per occurrence
- - Workers' Compensation and Employer's Liability: As required by law

The City, its officers, and employees must be named as additional insureds. Coverage must not be canceled without 30 days' written notice to the City.

9. INDEMNIFICATION

Separate and apart of Licensee's obligation to provide insurance, Licensee shall defend, indemnify, and hold harmless the City and its agents against all claims arising out of, from or related to Licensee's use of the License Area, except for claims arising from the City's sole negligence or willful misconduct. This indemnification obligation shall survive the termination of this License for a period of two (2) years.

10. COMPLIANCE WITH ALL LAWS

Licensee is solely responsible for obtaining all necessary or desired licenses and permits required by City and/or the State of California, and/or any other applicable public agency to operate its intended purpose.

11. ASSIGNMENT OF AGREEMENT

Assignment of this License is not permitted without the written consent of City, which it may withhold or grant in its sole and absolute discretion.

12. LEGAL TITLE; NO JOINT VENTURE

Legal title to the Property shall remain vested in City, its successors, or assigns. Licensee may not record any instrument concerning or affecting the Property without City's prior written consent, which City may withhold in its sole and absolute discretion. The Parties agree that nothing in this License shall be construed or interpreted to form a joint venture or partnership between the Parties.

13. SUCCESSORS

Except as set forth herein, City and Licensee, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other Party to this License with respect to the terms of this License.

14. ENTRY AND INSPECTION

City or its agents may, at any time, enter into and upon the License Area for the purpose of inspecting the same.

15. TERMINATION OR SUSPENSION

Either party may terminate this License with 60 days' written notice,. City may terminate this License immediately if operation of the facilities, in City's sole discretion, presents an injurious threat or danger to the public. In such situation, City may, but shall not be required to, require temporary closure and permit re-opening only if and when the dangerous

condition(s) have been remedied to City's satisfaction. Upon termination, Licensee shall remove all personal property and restore the area unless otherwise agreed by the City.

16. GENERAL PROVISIONS

A. Notices

All notices shall be in writing and delivered to:

City of Lincoln
Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

Lincoln Bike Park
Attn: Jake Peebles
5739 Cobblestone Drive
Rocklin, CA 95765

B. Entire Agreement

This document constitutes the entire agreement and supersedes all prior agreements.

C. Amendments

Amendments must be in writing and signed by both parties.

D. Governing Law and Venue

This License shall be governed under California law. Proper venue for any legal dispute shall be Placer County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF LINCOLN

By: _____

Name: Sean Scully

Title: City Manager

Date: _____

ATTEST _____

Hope Ithurnburn, City Clerk

Dated: _____

LINCOLN BIKE PARK

By: _____

Name: Jake Peebles

Title: President

Date: _____

APPROVED AS TO FORM:

By: _____

Kristine Mollenkopf, City Attorney

Dated: _____

FOSKETT BIKE PARK LICENSE AREA



FOSKETT BIKE PARK - OPERATIONS PLAN

Location: Foscett Regional Park (1911 Finney Way, Lincoln, CA 95648)

Operator: Lincoln Bike Park

Oversight: City of Lincoln

1. Purpose & Mission

The purpose of this Operations Plan is to outline the structure, use guidelines, scheduling procedures, and roles and responsibilities for the BMX track and bike park operated by Lincoln Bike Park on City of Lincoln property. The goal is to provide safe, inclusive, and engaging cycling opportunities for the community through open recreational use, organized programs, and supervised activities.

2. Facility Components

The Lincoln Bike Park consists of the following amenities:

- BMX Track – A professionally designed course for BMX racing and skills development.
- Mountain Bike Skills Course – An area for learning and practicing MTB handling and technical skills.
- Pump Track – A flow-style track for riders of all levels, designed for skill-building and fitness.

3. General Use & Public Access

BMX Track

Public Use:

The BMX track will be open to the public for recreational use during posted operating hours on days that are not reserved for BMX league racing or exclusive programming per Appendix A, attached hereto.

- Supervised by Lincoln Bike Park volunteers or staff during open hours.
- Lincoln Bike Park volunteers and staff shall ensure all riders follow posted safety rules and guidelines.

Exclusive Use for Racing:

The BMX track will be reserved exclusively for racing league use on designated evenings (days/times to be determined).

- Scheduling to be coordinated with and approved by the City of Lincoln Recreation Manager, or designee.
- The BMX track will be closed to the general public use during these league events.

Mountain Bike Skills Course & Pump Track

The Mountain Bike Skills Course & Pump Track will be open to the public on a drop-in basis during standard park hours.

These amenities are not subject to exclusive reservations during normal operation, unless part of an approved clinic or camp.

4. Exclusive Use & Programming

Lincoln Bike Park may request exclusive use of the entire facility (BMX track, skills course, and pump track) for:

- Clinics
- Camps
- Private Coaching

All exclusive-use events must:

- Be scheduled in advance.
- Receive written approval from the City of Lincoln Recreation Manager, or designee.
- Not conflict with community access expectations without sufficient public notice.

5. Supervision & Staffing

Lincoln Bike Park Responsibilities:

- Provide trained supervisors or volunteers during public access hours of the BMX track.
- Maintain safety standards and ensure rules are followed.
- Perform basic upkeep and report any maintenance issues to the City (see Maintenance Plan).
- Coordinate and staff all exclusive use programming.
- Post operating hours and event schedules publicly (website, signage, etc.).
- Post safety rules and guidelines in a form/format acceptable to City.

City of Lincoln Responsibilities:

- Provide oversight and final approval of all schedules and programming.
- Collaborate on maintenance and capital improvements (see Maintenance Plan).
- Ensure compliance with city policies and public use standards.

6. Scheduling & Communication

All scheduling of league nights, clinics, camps, and exclusive events must be submitted to the City of Lincoln Recreation Manager for approval.

- A shared calendar and communication protocol will be established between Lincoln Bike Park and City staff.
- Schedule updates must be posted publicly and made available on the Lincoln Bike Park website and City platforms, where applicable.

7. Review & Evaluation

The Operations Plan shall be reviewed annually in partnership between the City and Lincoln Bike Park. Updates or amendments will be made as needed based on usage trends, community feedback, and operational performance.

Appendix A: Program Schedule

The following schedule outlines standard weekly operating hours for the MTB Course & Pump Track, and the BMX Track. The facility is closed from sunset to sunrise unless a special event is scheduled. Operations are also subject to closure for special events, weather, or maintenance with approval from the Recreation Manager or Park Maintenance Manager. No changes to this schedule are permitted without prior City approval.

MTB Course & Pump Track

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8AM	Maintenance	Open to Public	Open to Public	Open to Public	Maintenance	Open to Public	Open to Public
9AM – 8PM	Open to Public	Open to Public	Open to Public	Open to Public	Open to Public	Open to Public	Open to Public

BMX Track

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 AM	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance
9AM – 2PM	Open to Public	Open to Public	Open to Public	Open to Public	Open to Public	Open to Public	Open to Public
3PM	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance
4PM – 8PM	League Use	League Use	League Use	League Use	League Use	League Use	League Use

FOSKETT BIKE PARK – MAINTENANCE PLAN

Location: Foscett Regional Park (1911 Finney Way, Lincoln, CA 95648)

Operator: Lincoln Bike Park

Oversight: City of Lincoln

1. Purpose & Mission

The purpose of this Maintenance Plan is to outline the daily, weekly, and monthly maintenance tasks for the BMX Track and Bike Park at Foscett Regional Park. The goal is to ensure safe, clean, and well-maintained facilities that support recreational use, organized programs, and community events.

2. Facility Components

This Maintenance Plan applies to the following amenities:

- BMX Track – A professionally designed course for BMX racing and skills development.
- Mountain Bike Skills Course – An area for learning and practicing mountain bike handling and technical skills.
- Pump Track – A flow-style track for riders of all levels, designed for skill-building and fitness.
- Common Areas – Restrooms, signage, benches, fencing, and shared spaces within the bike park.

3. General Daily Maintenance

Daily tasks performed by Lincoln Bike Park staff and volunteers include:

- Track/Trail Inspection – Walk-through to identify hazards (loose dirt, debris, ruts, erosion).
- Debris Removal – Clear leaves, branches, rocks, and other foreign objects.
- Watering (as needed) – Maintain dirt integrity and reduce dust.
- Rake/Smooth Berms & Jumps – Light raking and smoothing of high-traffic areas.
- Trash Collection – Empty bins and pick up litter.
- Restroom Check – Cleanliness and supply check.
- Equipment Check – Visual inspection of park equipment (benches, signage, gates).

4. Weekly & Monthly Maintenance

Weekly tasks performed by Lincoln Bike Park staff and volunteers include:

- Berm & Jump Reshaping – Intensive reshaping and packing.
- Drainage Check – Clear drains and culverts.

- Vegetation Management – Trim overgrowth.
- Tool Shed Organization – Organize and clean tools.

Monthly tasks performed by Lincoln Bike Park staff and volunteers include:

- Full Track Resurfacing/Packing.
- Signage Inspection/Repair.
- Fence Line Inspection.
- Equipment Maintenance – Lubricate gates, check bike rental fleet.

5. Supervision & Staffing

Lincoln Bike Park Responsibilities:

- Perform and oversee all maintenance tasks.
- Coordinate volunteers and ensure safety protocols are followed.
- Post maintenance schedules publicly when they impact access.

City of Lincoln Responsibilities:

- Provide oversight and final approval of maintenance priorities.
- Collaborate on capital improvements and major repairs.
- Ensure compliance with city maintenance and safety standards.

6. Scheduling & Communication

- Dedicated maintenance windows: Monday–Friday, 8:00 AM – 10:00 AM.
- Public access remains the priority outside maintenance windows.
- Programming shall be conducted pursuant to the Operations Plan, Appendix A. • Scheduling changes may be required due to weather, events, or special circumstances.
- Scheduling of major maintenance tasks must be coordinated with the Parks Maintenance Manager.

7. Review & Evaluation

The Maintenance Plan shall be reviewed annually in partnership between the City of Lincoln and Lincoln Bike Park. Adjustments will be made as needed based on facility conditions, community feedback, and operational performance.



STAFF REPORT

Item Number 9.A

SUBJECT: Downtown Master Plan Update Discussion. (Efren Sanchez)

SUBMITTED BY: Efren Sanchez

DEPARTMENT: Community Development

DATE: October 14, 2025

STAFF RECOMMENDATION:

Staff will provide an update on the Downtown Master Plan + Objective Design and Development Standards (DMP + ODDS) project. As part of this update, staff recommends that the City Council:

1. Receive the presentation on the current status and progress of the DMP + ODDS project; and
2. Provide feedback on the draft Objective Design and Development Standards (ODDS) to help guide the next phase of the project.