

AMENDMENT NO. 1  
RRM DESIGN GROUP

AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 1"), is made and entered this \_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and RRM DESIGN GROUP, a California corporation, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services to provide a Downtown Specific Plan on August 22, 2024 ("Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, CITY now requests to extend the terms of the Agreement through June 30, 2027: and
3. WHEREAS, CITY also requests to expand the scope of work as outlined on Exhibit 2, attached hereto and incorporated herein; and
4. WHEREAS, CITY and CONTRACTOR agree to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No.1 on the date and year first above written.

CITY OF LODI, a municipal corporation

RRM DESIGN GROUP, a California corporation

\_\_\_\_\_  
AARON M. BUSCH  
Interim City Manager

\_\_\_\_\_  
JAMI WILLIAMS  
Managing Partner

ATTEST:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHN M. LUEBBERKE  
Interim City Attorney 

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on August 22, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and RRM DESIGN GROUP, a California corporation (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for the Downtown Specific Plan (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2  
SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

**Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on July 1, 2024 and terminates upon the completion of the Scope of Services or on June 30, 2026, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional one (1) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed three (3) years.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

**Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal. Payment shall be made within thirty (30) days of receipt of each invoice as to all undisputed fees. If the City disputes any of CONTRACTOR's fees, it shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

**Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further

agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR, in conformance with California Civil Code 2782.8, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR has no obligation to pay for any for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds CONTRACTOR's finally determined percentage of liability based upon the comparative fault of CONTRACTOR.



**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement. CONTRACTOR may terminate this AGREEMENT with or without cause at any time upon ten (10) day written notice to CITY.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of

the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days. CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**Section 4.22 Counterparts and Electronic Signatures**

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

**Section 5. Standard of Care**

In providing services under this Agreement, CONTRACTOR shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of CONTRACTOR's profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require CONTRACTOR to meet any higher standard of care, and this paragraph shall control over any such contrary provision.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

CITY OF LODI, a municipal corporation

Olivia Nashed  
OLIVIA NASHED  
City Clerk

Scott R. Carney  
SCOTT R. CARNEY  
City Manager

APPROVED AS TO FORM:  
KATIE O. LUCCHESI, City Attorney

RRM DESIGN GROUP, a California corporation

By: Katie Lucchesi

By: Jami Williams  
Name: JAMI WILLIAMS  
Title: Managing Partner

- Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**  
**Exhibit D – Federal Transit Funding Conditions (if applicable)**

Funding Source: ~~27082000.72450~~ 10095000.72450  
(Business Unit & Account No.)

Doc ID:

CA: Rev.06.2024.LT






# PSA RRM Design Group\_initialed\_REVISED 08052024

Final Audit Report

2024-08-06

Created:	2024-08-06
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqUi3AEJ_IPtNxmT_1F-1qGWARLitKSd6

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-  Document created by Lorie Waters (lwaters@lodi.gov)  
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-  Document e-signed by jami williams (jwilliams@rrmdesign.com)  
Signature Date: 2024-08-06 - 11:51:47 PM GMT - Time Source: server
-  Agreement completed.  
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# Scope of Services



**SHADELANDS GATEWAY SPECIFIC PLAN**  
Walnut Creek, California

## SCOPE OF SERVICES

In preparation of this scope of work, we carefully reviewed the RFP, toured the project area, and crafted it in response to our discussions with City staff and City Council wishes. Our scope of work is organized sequentially in the order in which we intend to run the project, however as we gather community input and work through the project some items may shift on the timeline. It is our intention to complete the project within 18-24 months.

### TASK A: DISCOVERY

The discovery phase of the project is to acquaint the RRM team with the Downtown Lodi area and engage in a due diligence process designed to inform the team on primary issues to be addressed, gather and review relevant data and background information, and meet with staff, stakeholders, and the community to better understand the project.

#### **SUBTASK A.1: PROJECT KICKOFF**

The project team will meet virtually with City staff to establish a mutual understanding of the key issues, goals for the project and staff expectations, staff roles and responsibilities, and confirm the proposed outreach strategy. The team will also lay out significant project milestones, deliverable targets, and provide a list of existing planning documents and mapping data to be provided by the City.

#### **DELIVERABLES:**

- *Prepare for and attend one (1) virtual kickoff meeting*

#### **SUBTASK A.2: DUE DILIGENCE**

RRM will gather and review data that is relevant to this project. The primary purpose of this effort is to get up to speed on past and current planning efforts and harness the wealth of existing data that can be used in the Downtown Specific Plan process. Each teammate will delve into their respective areas of expertise and the information will be translated into an opportunity and constraints map described below. Mobility and rail analysis has been captured in Task B below.

#### **Land Use and Physical Environment**

RRM's team will collect and review relevant data, including the General Plan, Zoning Code, City Council Strategic

Vision, Housing Element Update, Downtown Design Guidelines, Transit-Oriented Development Design Guidelines, Eastside Mobility and Access Plan, Bicycle Master Plan, recent development projects, and other planning efforts that have a bearing on the Specific Plan effort. Relevant information will be integrated into a brief summary memorandum of findings.

#### **Historic Resources**

GPA will conduct a preliminary review of existing information sources to get a general sense of the type and number of known and potential historic resources that may exist in the study area. Specifically, GPA would advise RRM if any of the buildings identified as "infill opportunity sites" are potential historical resources, as this may inform the proposed redevelopment strategy. Information sources anticipated to be reviewed as part of this effort include: City planning documents that reference historical resources (General Plan Conservation Element, Downtown TOD Design Guidelines, etc.), information from the San Joaquin County Historical Society, GIS mapping of parcels by built date, and records managed by the State Office of Historic Preservation (SOHP), including the California Historical Resources Information System (CHRIS), and the Built Environment Resources Directory (BERD).

#### **Infrastructure**

RRM's engineering staff will research the existing public utilities (water, sewer, storm drain) within the plan area, based on a review of existing public record documents and discussions with the City staff. RRM will include a summary of existing conditions for private utilities (telephone, electric, gas, cable) based on information made available by service providers in the plan area. If available, RRM will also utilize the City's pavement management program and existing pavement condition index data to determine the pavement condition in the plan area. The analysis will incorporate the condition and capacities (if available) of existing utilities that the City managed and identified within:

- City Bicycle Master Plan (2012)
- City Water Master Plan (2012)
- City Wastewater Master Plan (2012)
- City Storm Drainage Master Plan (2012)

Findings and infrastructure gaps will be summarized in a memorandum that will provide an overview of the key infrastructure systems in the area and note which systems might require updates to support development.

#### **DELIVERABLES:**

- *Collection and review of relevant land use data, summary memo, and one round of revisions.*
- *GPA will prepare a brief memo summarizing the key findings of the preliminary review and participate in one (1) conference call with the City to discuss the findings. The cost estimate assumes the CHRIS record search fee will not exceed \$750.*
- *Collection and review of relevant infrastructure data, summary memo, and one round of revisions. This task will only utilize existing public documents and files and does not include field work, inspections, or calculations.*

#### **SUBTASK A.3: DISCOVERY PHASE COMMUNITY ENGAGEMENT**

One of the goals of the project is to ensure that the RRM team has a strong understanding of the Lodi community's multiple interests and needs. We will include an inclusive community outreach campaign to ensure effective and efficient community involvement within the project development and decision-making process. We believe an effective community outreach program creates confidence in the planning process and promotes broad-based understanding and consensus. RRM's Project Manager's first language is Spanish, and she will be a facilitator at project events where consultants are present. Our goal is to design the outreach process so as to engage the public and community leaders in an interactive way and educate them on the value and purpose of this project.

We also believe every project and every community deserves a customized approach to maximize success and it should be handled as a fluid response to community input and level of interest. While we have mapped out a community engagement strategy that we feel will deliver consensus, we will carefully monitor what is working well and what may not be as effective within your community and then collaborate with staff to best tailor our approach as needed throughout the process. The following initial outreach tasks will be provided to create a common vision

and gain initial feedback, and subsequent community events are described in future phases to confirm the direction and content.

#### **Project Branding and Awareness**

Over the past decade, communication through online and social media has transformed how information is both disseminated and received by the public. These electronic media tools are powerful and cost-effective and increasingly becoming the expected norm for how project information is communicated. For the Downtown Specific Plan online engagement, a variety of tools will supplement the core outreach methods used in the workshops and events. Components of online engagement are proposed to include:

#### **Project Branding and Logo**

To set the foundation for the community engagement effort and project-related materials (print and digital), RRM will design a logo to brand and uniquely identify the Lodi Downtown Specific Plan project. The logo will be used on all project collateral such as fliers, document layout, posters, project website, etc. RRM will provide one round of revisions to the logo and color scheme.

#### **Project Business Cards**

RRM will create a uniquely designed "project business card" using the project logo described above. These cards will be available for City distribution at community events, farmers markets, or other venues and will include a QR code to lead interested parties to the project website. It is anticipated that 500 cards will be printed at the beginning of the project.

#### **Project Website**

RRM will work with City staff to set up a project website page using the existing standalone project website (PlanLodi.com) where community members can learn about the project and stay up-to-date on project-related events and work products. It will provide access to relevant documents, reports, community meeting information, and maps related to the project. The website may be supplemented with additional interactive online engagement tools. The City shall transfer all existing information to the City website and will pay the annual licensing fee with funds outside of this scope of work and project budget. RRM will regularly maintain and

update the website and assumes two (2) hours per month for a period of two (2) years, however if additional time is required it will be at an additional cost.

### **Storefront Materials**

The City has secured an exhibit space on Main Street that will provide an opportunity to display project materials and updates throughout the project. RRM will provide materials prepared and printed as part of other tasks, such as board developed for workshops or open houses, for City use.

The City will be responsible for upkeep, monitoring, and liability of the space. Additional or replacement materials can be provided at an additional cost. To kick the project off, RRM will create a set of four (4) boards including a timeline, introduction to a specific plan, a project aerial with boundary, and a copy of the initiatives identified within the City Council Strategic Goal to realize a lively mixed-use, walkable, commercial downtown district by:

- Expanding opportunities for downtown living
- Preserving the Downtown historic character
- Ensuring accessibility for multi-modal transportation and public safety
- Protecting and promoting the use of public facilities including the library, public safety building, and the City administration building
- Expanding the perimeter of Downtown Mixed-use Zoning
- Adopting policies that incentivize the revitalization of buildings and infrastructure

And articulating the future vision for Downtown by:

- Responding to area-wide assets, issues, and opportunities
- Building on recently developed existing City policies included in the Housing Element Update, Downtown Design Guidelines, Transit-Oriented Development Design Guidelines, Eastside Mobility and Access Plan, Bicycle Master Plan, recent development projects, and other planning efforts
- Identifying urban design enhancements and opportunities for creative use of public spaces

### **Press Releases, Social Media Support, and Email Blasts**

A strategy will be developed for sharing project information and graphics through social media outlets such as Facebook and Instagram. Materials will be provided at key points in the process in both Spanish and English. This task will also include providing project information for the City to use for promotional and informational outreach on the City website and/or other social media sites, such as e-blasts announcing upcoming events and the release of project related documents. Deliverables associated with this task include up to six (6) press releases over the duration of the project (to be issued by the City) used for local media, steering committee distribution, and posted on the project website and other appropriate outlets. In concert with social media efforts, RRM will provide project information for the City to use for up to four (4) email blasts, in both Spanish and English, to keep the community engaged and informed at key point in the process. The City will send email blasts through established channels.

### **Steering Committee Kick-off and Walking Tour**

A Downtown Lodi Steering Committee will be established to facilitate an education and feedback loop with key stakeholders throughout the process. The committee members will likely include a representative from the Chamber of Commerce, the Downtown Business Alliance (DBA), Visit Lodi, Lodi Economic Development Department, and of course Lodi Community Development Department. While this is not a recommending body, the committee will help identify issues and opportunities, give our team valuable feedback that will help shape the Specific Plan document, and assist with the messaging and getting the word out about the project. Meeting details are described below and as part of other tasks.

The first Steering Committee meeting will be in-person and will include a site tour of the Downtown Specific Plan area to gain additional insight related to existing conditions, community character, recent development projects, and identify issues and big ideas. The objectives of this tour are to evaluate existing conditions including those relating to all modes of transportation, locate potential key community gathering places, identify constraints and opportunities,

capture site specific input from participants, and consider opportunities for revitalization.

We ask that the City schedule the day as follows:

- Lunch meeting with Community Development staff
- Steering Committee Meeting #1 (1:30-2:30) to kick-off the project, describe their roles and responsibilities, provide an overview of existing conditions and initial observations, and the project timeline,
- RRM, City staff, Steering Committed site tour (2:30-4:00). Route and any necessary transportation to be coordinated by staff,
- Debrief meeting (4:00-5:00) with RRM and City staff.

### **Stakeholder Interviews**

RRM will conduct a series of stakeholder interviews to solicit input from community members and organizations. The purpose of these meetings is to listen to the wants, needs, issues, and observations about the Downtown in a more private setting. The interviews are used to identify key issues to be solved and allow the consultant team to understand the desires regarding physical improvements and quality of life strategies. RRM will collaborate with City staff to identify stakeholders, which could include representatives of local organizations, residents, decision makers, business owners, and property owners within the Downtown and surrounding area. RRM will conduct up to eight (8) half-hour to one-hour confidential meetings (held via video/teleconference), involving up to four (4) participants each, and scheduled over one (1) or two (2) days. We ask that City staff notify and manage the meeting invitations of the stakeholders. RRM will conduct a virtual meeting with staff following the interviews to discuss key and relevant takeaways.

### **Developer Interviews**

As part of the initial outreach effort, LEG partners will interview four (4) to six (6) developers that have been active in the greater Lodi real estate market. Our expectation is that City staff will provide six (6) to eight (8) developers as interview targets. Following these interviews, one (1) memorandum will be provided which will summarize the developer interviews.

### **DELIVERABLES:**

- *Prepare for and attend a site tour with City staff and a Steering Committee meeting. We ask that staff coordinate meeting logistics, plan the tour route, and coordinate invitations to all participants.*
- *Stakeholder Interviews - up to eight (8) half-hour to one-hour confidential meetings (held via video/teleconference), involving up to four (4) participants each, and scheduled over one or two days. We ask that City staff notify and manage the meeting invitations of the stakeholders. RRM will meet virtually with staff following the interviews to discuss key and relevant takeaways.*
- *Developer Interviews - four (4) to six (6) developers. We ask that City staff notify and manage the meeting invitations of the stakeholders. Following these interviews, one (1) memorandum will be provided which summarizes the developer interviews.*

### **SUBTASK A.4: DISCOVERY FINDINGS**

#### **Base Map**

RRM will work with City staff to collect and review relevant digital and GIS data to prepare a project base map. This scope of work assumes aerial photography and GIS data, such as parcels, zoning, right-of-way, land use, and ownership are available from the City of Lodi. The base mapping will provide the foundation for an existing conditions analysis, community outreach exhibits, and planning exhibits for the Specific Plan. A digital copy of the base map will be provided to the City for review and reference.

#### **Opportunity and Constraints Exhibit(s)**

Utilizing the information gathered during this phase RRM will create an opportunity and constraints exhibit. Information provided may include land use, mobility and streetscape opportunities, pending and approved development projects, planned public and private improvement projects (as identified by the City), potential historic resources, and development constraints.

### **SUBTASK A.5: DISCOVERY PHASE PROJECT MANAGEMENT**

Throughout the project, RRM will need to coordinate with City staff, various departments, subconsultants, and interest groups. This task is intended to allow for

necessary coordination between the project team members and City staff, including occasional teleconferences and correspondence, record-keeping, electronic file management, and additional necessary coordination. This assumes an average of twelve (12) hours per month for up to four (4) months.

### **DELIVERABLES:**

- *Ongoing project coordination and management.*

## **TASK B: FOUNDATION**

The Foundation task is intended to build upon the Discovery tasks and will involve a series of reports and analyses which will support and inform the Specific Plan. The team will begin to explore the question, ‘What makes the City of Lodi unique?’ and the information gathered will help to ensure that the Downtown Specific Plan will reinforce the City’s qualities.

### **SUBTASK B.1: MARKET ANALYSIS AND FINANCIAL FEASIBILITY FOR PRIORITY SITES**

The private real estate development sector will have an important role to play in moving Downtown Lodi forward. LEG will prepare a real estate market analysis for the Downtown that serves to inform the Specific Plan, provide essential input for the financial feasibility analyses and serve as a marketing piece to attract developer interest. The analysis will look back at historical trends for context, forecast the market outlook over the next 10 to 20 years and will focus from the city as a whole into the downtown. This market analysis will examine the following land uses: rental apartments, condominiums, office buildings, hotels, and retail/restaurants. The variables to be examined will include rents, rent per square foot, unit mix, unit sizes, vacancy trends, absorption history, amenities, and current and emerging competition. For hotels, the analysis will include room rates, room revenue history from transient occupancy tax collection, occupancy rates, class of hotel development and current and emerging competition.

As part of this market study, we will provide three case studies of turning point development project or public investments that transformed towns like Healdsburg, Paso Robles and/or Los Olivos into wine country destinations. This market analysis will provide the foundation for a high-

level approach for business/services recruitment, industry trends specific to the downtown, and suggestions to attract types of development that create places for people to live, work and visit.

Informed by the market analysis and our evaluation of site opportunities based upon location, parcel size, ownership, surrounding uses, proximity to under-utilized public parking and design considerations, RRM and LEG will jointly select up to six (6) primary priority sites for financial feasibility examination. After RRM has prepared the conceptual designs and development programs for these six priority sites, LEG will use its financial feasibility model to test project feasibility, to refine the design concept and to estimate development project residual land value.

The residual land values will then be compared to recent land transaction prices to determine project feasibility. Because of the availability of the public parking garage, the analysis can test the feasibility of development projects needing to provide less private parking. A core part of LEG’s practice is financial and fiscal modeling of land development projects. Rather than a static model, we employ a dynamic model that runs out for 12 years. The advantage of this approach is that the downstream value of the development project, resulting from rent or value increases over time and debt amortization, is brought back into the residual land value calculation. This approach is particularly important in a higher inflation environment. It is a model we have employed for over 25 years and was initially created to assist with redevelopment agency land disposition negotiations. The model is designed to address the impact of density increases, parking requirement reductions, transfer of development rights, upper floor setbacks, and similar issues on project feasibility.

### **DELIVERABLES:**

- One (1) Downtown Lodi Market Analysis and Priority Sites Feasibility Memorandum Report will be prepared. This market report will serve to inform the creation of Specific Plan alternatives, to test the feasibility of specific parcels and to encourage developer interest.

## **SUBTASK B.2: MOBILITY AND PARKING ANALYSIS**

### **Parking/Transportation Linkages Study**

W-Trans will analyze parking conditions and mobility options within, and connecting to, the Downtown through a review of existing parking and transportation information provided by the City.

The review will include a detailed assessment of available resources such as parking supply and utilization data, a historic review of previously implemented or attempted measures, impacts stemming from the pending relocation of downtown passenger rail service, and other related topics.

Recommendations will be developed to inform the Specific Plan, including both operational strategies as well as policy or Code changes such as:

- Maximizing available parking resources such as utilizing the downtown garage to accommodate parking demand from future development (instead of rail passengers) or developing shared parking agreements to better utilize private parking lots.
- Parking regulation strategies including modifying the hours of operation or time limits to prioritize patron use of front-door parking spaces and incentivizing visitors to stay, shop, and dine in the downtown.
- Residential and/or employee parking permit programs to alleviate employee use of prime on-street spaces and prevent spillover into residential neighborhoods.
- Updated enforcement practices and technology to encourage compliance with parking regulations and minimize punitive measures.
- Zoning code recommendations designed to encourage the development and transition of businesses while also accommodating future parking demand in the space-constrained downtown.
- Connectivity strategies to continue linking the downtown community to other significant nearby destinations and the future rail station site.
- Transportation Demand Management recommendations such as incentives or requirements for particular strategies (e.g., enhanced bicycle parking, parking cash-out, etc.)

As part of this task, W-Trans will also collect traffic and

infrastructure data. W-Trans will work with City staff to identify pertinent data already collected by the City, as well as existing planning documents and projects and improvements already identified in the Specific Plan area. W-Trans will have a qualified data collection firm collect AM and PM Peak Hour turning movement counts (including pedestrian and bicycle volumes) at 10 study area intersections to be identified in collaboration with City staff.

### **Identify Multimodal Needs**

W-Trans will identify existing and planned transit routes, ridership data, pedestrian facilities and bicycle routes, and use available models to project future peak hour traffic volumes and requirements along key corridors and at key intersections selected in consultation with City staff.

W-Trans will collaborate with DKS Associates to prepare all necessary travel demand model files (using the County travel forecast model) and run respective models for the development alternatives listed below. DKS will prepare post-processing spreadsheets to calculate forecasted turning movement volumes for up to ten (10) study intersections and daily 24-hour volumes for up to ten (10) roadway segments.

W-Trans will prepare exhibits that illustrate existing and planned facilities and peak hour traffic volumes, and will document the assumptions, methodologies, and findings of their analysis in a technical memorandum. The data collected will be used to inform the Downtown Lodi Specific Plan.

The existing conditions chapter will include relevant figures, photos, and graphics to illustrate the existing conditions of the area. W-Trans will prepare exhibits that illustrate existing and planned facilities and peak hour traffic volumes, and will document the assumptions, methodologies, and findings of their analysis in a technical memorandum. The data collected will be compiled into the Downtown Lodi Specific Plan.

### **Mobility Impacts and Opportunities**

W-Trans will work with DKS Associates to prepare all necessary model input files and run the model for the following scenarios. Note – the alternatives will evaluate the

effects of the land use plan with use of different opportunity sites (e.g., hotel on parcel A versus hotel on parcel B, etc.):

- Baseline
- Cumulative (General Plan Update Buildout Year)
- Cumulative Plus Project
  - Cumulative Plus Project Alternative A
  - Cumulative Plus Project Alternative B
  - Cumulative Plus Project Alternative C

Using the model forecast data, W-Trans will evaluate the effects of proposed roadway alterations (including pedestrian and bicycle facilities) on mobility. This will include both impacts to the roadways and pedestrian/bicycle access being modified (such as by reduced lanes or speed) and the intersections directly adjacent to those roadways, and to roadways in the vicinity of altered roadways (such as parallel facilities that are not directly adjacent to the modified roadways). Any proposed lane configuration will evaluate both the existing and future traffic conditions.

This analysis will include the ten (10) study intersections within Lodi. In addition to Level of Service effects, W-Trans will document other transportation related effects such as effects on bicycle, pedestrian, and transit facilities and users. W-Trans will prepare a separate Mobility and Parking report summarizing the identified potential effects.

Based on the screening assessment, the opportunity sites/ areas and corresponding alternatives will be ranked as high, medium, or low development priority.

### **Parking**

W-Trans will prepare a parking analysis and policy strategy to address how parking needs would be satisfied as future development occurs and affects existing parking lots.

### **DELIVERABLES:**

- *Mobility and Parking Report to Support Downtown Specific Plan (Administrative Draft, Screen Check Draft and Public Review Draft)*

### **SUBTASK B.3: QUIET ZONE FEASIBILITY AND AS NEEDED RAIL COORDINATION**

RailPros will provide railroad and quiet zone related services to evaluate potential improvements adjacent to or across the existing railroad tracks, as well as the feasibility of a quiet zone along the UPRR corridor that runs through the downtown area. The Prime is requesting RailPros support for coordination and development rail related Specific Plan opportunities.

#### **Railroad Existing Conditions, Opportunity and Constraints Memo**

RailPros will develop a brief Memorandum discussing existing conditions and factors that may influence the Specific Plan opportunities, constraints and recommendations. This will include identification of key railroad stakeholders and regulatory agencies as well as high level discussion of standards, requirements, and regulations relating to potential or proposed development opportunities.

#### **Review of Prime Documents**

RailPros will collaborate with the project team to review key concepts and provide insight and recommended modifications necessary to increase likelihood of an implementable solutions related to or impacting the railroad. RailPros will also assist the prime in identifying high-level, rough order of magnitude costs for potential opportunities along the rail corridor, these may be included in the Memo discussed above or delivered separately to the Prime as directed.

#### **Quiet Zone Feasibility Memo**

RailPros will develop a high-level Quiet Zone feasibility memo based on the existing crossings and relevant data provided by the prime and stakeholders. The intent of this memo is to identify potential Supplemental Safety Measures (SSMs) and Alternative Safety Measures (ASMs) for future quiet zone implementation along with other potential safety enhancements or modifications that may be recommended at the crossings. The anticipated scope of services includes the following tasks and activities:

- Review existing project documents, including:
  - Existing project Prime, City or railroad crossing related documents, if any
  - FRA Grade Crossing Inventories

- FRA Accident History
- Review existing crossing conditions at a high-level by utilizing publicly available aerial and street level imagery
- Prepare Feasibility Memo (1 iteration)
  - Draft Findings/Recommendations
    - SSM/ASM recommendations
    - Other safety enhancement recommendations, if any
  - Draft High-Level Concept Quiet Zone Calculations to confirm quiet zone feasibility
  - High-Level, Rough Order of Magnitude Conceptual Cost Estimate for Crossing Modifications
- Coordinate high-level crossing recommendations with Prime for incorporation into exhibits to be developed by Prime

### **RailPros Project Management**

RailPros will provide general project management and coordination with the project team, including internal management, and participation in meetings and project communication. RailPros will also provide high-level, as needed coordination with the railroad.

#### **Project Meetings and Coordination:**

- Project Kick-off Meeting (Virtual)
- Up to 3 monthly PDT conference Meetings (Virtual)
- Regular, as needed, coordination conference calls (up to 3)

### **DELIVERABLES:**

- Existing Railroad Conditions and Constraints Memo (1 iteration)
- Review comments/feedback on Prime documents
- Rough order of magnitude cost estimate for key opportunities to be identified.
- Feasibility Memo (1 iteration)
  - Draft SSM/ASM Recommendations
  - Additional Safety Enhancement Recommendations
  - Draft High-level Concept Quiet Zone Calculation (1 quiet zone alternative, 6 crossings)
  - High-Level, Rough Order of Magnitude Conceptual Cost Estimate (1 Alternative)
- Crossing Concept and ASM/SSM Exhibits Comments (comments on Exhibits developed by Prime -up to 6 sheets, 1 sheets for each crossing)

### **SUBTASK B.4: HISTORIC PRESERVATION AND ADAPTIVE REUSE ANALYSIS**

GPA will prepare a Historical Resources Inventory for the Downtown Specific Plan study area, which will consist of a reconnaissance-level survey to identify known and potential historical resources in the study area. Known historical resources are properties previously identified as eligible for historic designation or listed in a historic register. Potential historical resources are properties more than 45 years old that retain physical integrity and have a reasonable potential to be significant under one or more of the California and/or National Register eligibility criteria.

The purpose of the Historical Resources Inventory is to inform the Draft Specific Plan and to identify properties which may require review in the future if they are the subject of a discretionary action under the Specific Plan. In this manner, the inventory would serve as an aid to City staff in the processing of future entitlements by providing guidance on those properties which are likely to warrant evaluation to determine if they are historical resources as defined by CEQA. The inventory would also assist City staff in determining properties which may be eligible for any provisions for historic preservation and adaptive reuse which may be included in the Specific Plan.

### **Research**

GPA will build on the preliminary review completed as part of the Discovery process and conduct limited additional research of general historical trends relevant to the study area sufficient to identify properties that may have an important association with those trends. As this is a reconnaissance-level survey, extensive property-specific research will not be conducted, and a comprehensive historical context statement will not be prepared. Additional work to prepare Historic Surveys and Historic Evaluations on key sites may be completed as an optional task, depending on the results of the Historical Resources Inventory and the direction of City staff. This additional work, if requested, would be completed under a separate scope and cost.

### **Reconnaissance Survey**

GPA will drive and/or walk the Specific Plan study area (depending on safety) and will identify properties more than

45 years old that have a moderate to high level of integrity and potential for historic significance. The project team will photograph these properties and prepare a spreadsheet indicating the results of the reconnaissance-level survey. (NOTE: GPA will not prepare DPR 523 series inventory forms on identified properties as part of this scope of work. This level of effort is not required for the Specific Plan effort. If desired, DPR 523 forms may be prepared for key sites as an optional task.) The cost estimate assumes overnight travel for two staff members to perform the reconnaissance survey over three consecutive days.

It is assumed that any in-person repository research, such as at the archives of the San Joaquin Historical Society, Lodi Public, City or County records, etc., would be conducted at the same time as the reconnaissance survey.

### **Historical Resources Inventory and Technical Report**

GPA will prepare a summary report of the reconnaissance survey findings. The report will include A) existing setting, B) regulatory framework, C) identification of existing resources, and D) identification of potential new resources. A spreadsheet of the survey results will be included as an attachment. GPA will internally peer review the draft report and submit it to RRM for review and comment. GPA will revise the draft report based on one (1) round of comments from RRM and one (1) round of comments from the City.

To support the environmental review for the Specific Plan (anticipated to be an ND/MND that tiers off the General Plan EIR), GPA will prepare a Historical Resources Technical Report (HRTR), which will analyze potential impacts to historical resources and identify mitigation measures for future projects that involve known or potential historical resources. The HRTR will include A) existing setting, B) regulatory framework, C) summary of existing and potential resources (i.e. Historical Resources Inventory, as an attachment), E) thresholds for “significant impact” and “substantial adverse change” pursuant to CEQA, and F) mitigation measures for future projects that impact historical resources. GPA will internally peer review the draft HRTR and submit it to RRM for review and comment. GPA will revise the draft report based on one (1) round of comments from RRM and one (1) round of comments from the City.

### **DELIVERABLES:**

- *Draft and Final Historical Resources Inventory and Technical Report (HRTR).*

### **SUBTASK B.5: FOUNDATION PHASE COMMUNITY ENGAGEMENT**

#### **Community Workshop**

RRM will facilitate a community workshop to present an overview of the Discovery Phase and walk participants through the project area opportunities and constraints and project goals. An interactive exercise may be conducted to encourage collaboration between participants and gather input that will be used to develop initial concepts and ideas.

#### **Steering Committee Meeting #2**

RRM will prepare for and facilitate a Steering Committee meeting on the morning before or after the workshop. The intention is to gather additional input on items presented as part of the community meeting and to discuss feedback. No new or additional materials will be prepared for this meeting, as it is assumed that the workshop materials will be used for the discussion.

#### **Online Questionnaire**

Following the workshop, RRM will develop an online questionnaire (using SurveyMonkey or similar application) to capture qualitative input on the values, goals, and issues to shape the Downtown Specific Plan. The team will ensure the platform is public-focused with no technical jargon and easy to use. The survey is anticipated to have between 10-20 multiple choice, ranking, or word cloud questions. Hard copies of the survey can be made available at outreach events and City offices to allow for the community to complete by hand if desired, however we ask that the City consolidate data received. Spanish and English versions of the survey and responses will be provided.

#### **Community Pop-up Event Materials**

Pop-up information tables at events can be an effective way to connect with the community where they work, shop, and recreate. At the pop-up event, display boards and other informational material to gather residents’ feedback can be provided. RRM will prepare a set of materials for City use at pop-up events such as Farmers Market. A series of up to four (4) project boards will be created to evoke project

interest and provide information and ideas. This task focuses on bringing the Specific Plan concepts into the community to capture larger and different segments of Lodi's population, and to augment other engagement events such as planned formal public workshops. RRM does not anticipate attending these events, but will set up City staff, Steering Committee members, or various interest groups up for success. We ask that staff consolidate information and feedback received at the events and provide a single summary capturing relevant feedback.

#### **DELIVERABLES:**

- *Community Workshop - Prepare for, organize, and facilitate community workshop. We ask that City staff be responsible for the notification, refreshments, and logistics.*
- *RRM will facilitate one (1) steering committee meeting to present an overview of the Specific Plan. We ask that City staff be responsible for the notification, refreshments, and logistics.*
- *Online Questionnaire – 10-20 multiple choice, ranking, or word cloud questions.*
- *Up to four (4) project boards for City use. Information provided on the boards will be generated as part of other tasks.*

#### **SUBTASK B.6: FOUNDATION PHASE PROJECT MANAGEMENT**

Throughout the project, RRM will need to coordinate with City staff, various departments, subconsultants, and interest groups. This task is intended to allow for necessary coordination between the project team members and City staff, including occasional teleconferences and correspondence, record-keeping, electronic file management, and additional necessary coordination. This assumes an average of ten (10) hours for four (4) months.

### **TASK C: LODI DOWNTOWN SPECIFIC PLAN PREPARATION**

In this phase, RRM will develop the Downtown Lodi Specific Plan. The Plan will catalyze revitalization throughout the Downtown area resulting in a vibrant mixed-use, walkable commercial district where residents and visitors can live, work and play. The Specific Plan will set the tone for the community for years to come, not only in terms of creating

a sense of place, but also generating a vital Downtown that contributes to the long-term wellbeing of the community. Exciting opportunities exist to improve and enhance the heart of Lodi's community, and the Specific Plan will promote investment and jobs, and provide affordable and innovative mixed-use housing and live/work solutions. This will be balanced with the community desire to preserve Lodi's quaint and historic character and capitalize on the success of this food and wine destination.

#### **SUBTASK C.1: SPECIFIC PLAN PREPARATION PHASE COMMUNITY ENGAGEMENT**

##### **Council and Planning Commission Joint Study Session**

RRM will prepare for and facilitate a joint study session with Lodi's City Council and Planning Commission to discuss the Specific Plan process, key concepts, and results of the community engagement process to date. This is an important opportunity to engage the decision makers prior to developing the draft Specific Plan document. No action will be requested at this meeting; however, input will inform the Specific Plan effort. This meeting is intended to be presented virtually and can be conducted before or after the multi-day charrette described below.

##### **Multi-Day Charrette**

Members of the project team, along with key City staff and the Steering Committee, will work together and engage the community in a compressed setting to collaborate, educate, seek input, and explore design opportunities together. We find that charrette-based planning processes have several major benefits:

- **Efficiency and Collaboration:** Simply assembling the design team, City officials, and others in a highly focused effort produces a high level of concentration, collaboration, and productivity.
- **Understanding and Appreciation:** The charrette lays the groundwork for a common understanding of both the challenges at hand and their potential solutions. Specific objectives may include:
  - Project introduction and overview of existing conditions and opportunities
  - Presentation to explore ideas and vision for the Downtown

- Solicitation of input on key concepts related to land use, urban form, public realm, and mobility and streetscape improvements Information on future events
- **Creativity and Design:** The team will charrette design solutions, land use alternatives, densities, street sections, street alignments, streetscape beautification, etc. These concepts will be refined by the design team staff in an open-studio format, allowing members of the community to drop-in during these design exercises to provide review and comment on emerging ideas.
- **Transparent and Consensus Building Engagement:** We believe that the foundation of any successful plan is based on an authentic, innovative, and collaborative outreach process that delivers a plan that is supported by the community and decision makers. Plan-making is a collaborative process that involves residents, business owners, property owners, decision-makers, City staff, and other interested parties.

### **Charrette Schedule**

RRM will organize, prepare for, and facilitate a series of community engagement opportunities over a two-day period. The charrette will provide opportunities to present and gain feedback on key concepts and will result in the preferred plans and recommendations to be included in the Specific Plan. It will be organized to ensure maximum participation from all parties by providing multiple opportunities and times to engage. It will be a fun and interactive process that will result in a Downtown Specific Plan that has community buy-in. RRM's Project Manager or other key staff member will be available to facilitate sessions and answer questions in Spanish. The following activities are anticipated to be included in the multi-day charrette.

### **Project Branding and Awareness**

Utilizing the methods described and scoped within the Discovery phase of the project, RRM will work with staff to get the word out and maximize participation.

### **Focus Groups Meetings**

Throughout the charrette members of the consultant team will conduct up to eight (8) 30 to 45-minute focus group meetings with up to ten (10) participants at each meeting. One of the focus group meetings could be focused on the

Spanish speaking population with the meeting facilitated in Spanish. The intent is to gain a candid understanding of conditions and issues from a variety of perspectives. We will collaborate with City staff to identify focus groups which could include representatives from City Commissions and Council, committees such as the Lodi Improvement Committee, Lodi Arts Commission, and the Greater Lodi Area Youth Commission, local school districts, and downtown businesses, etc. We ask that City staff notify and manage the meeting invitations of the stakeholders. If the City would like to conduct a Steering Committee meeting as part of the Charrette, RRM will reduce the number of focus group meetings to six (6) and facilitate a one (1) hour informal discussion with the Steering Committee as part of this task.

### **Main Street Corridor Breakout Session**

A revitalized Main Street corridor is envisioned to consist of new development and uses that infuse mixed-use and infill development and integration of elements from the recently completed School Street streetscape improvements.

The RRM team will host a one-hour breakout session to provide an opportunity for the community to share their thoughts, ask questions, and provide feedback on the concept alternatives. Concepts will consider development, placemaking, and design opportunities and constraints, as well as, consideration of infill potential, a north-south multimodal path, connections across the railroad tracks, feasibility of a pedestrian railroad overpass, and approach for property owned by the railroad.

### **Open House**

During the two-day charrette, the RRM team will set up a variety of information stations that address specific topics (e.g., land use, placemaking and streetscape improvements, mobility, etc.) within the storefront pop-up area. Participants will be encouraged to review materials and provide feedback using post-it notes, written comments, tape dots, or other interactive tools when the room is available during the charrette. It is not anticipated that this will be a facilitated event, but an opportunity for participants to visit at their own leisure between events to gain insight and share their thoughts. The City will be responsible for upkeep, monitoring, and liability of the space.

## Key Concepts

As part of the charrette, RRM's planners, urban designers, architects, landscape architects, and engineers will collaborate with the City and project teammates to generate concepts that consider development, placemaking, and design opportunities and constraints. The key concepts will be the basis for the Downtown Specific Plan and will likely include:

- Recommended land use/zoning changes tailored to the Downtown
- Urban design framework and draft development standards such as building placement, form, and height
- Placemaking concepts
- Mobility and streetscape concepts and beautification strategies

A PowerPoint presentation will be developed to be presented at the workshop and will include materials created during the charrette including up to three (3) illustrative exhibits. Exhibits may include conceptual site plan enlargements and/or before and after color visual simulations for selected priority sites intended to illustrate the potential transformation of key sites or public spaces in the Downtown.

## Workshop

The charrette will conclude with an in-person workshop to bring the public's participation full-circle. The project team will have an opportunity to present the Specific Plan analysis and key concepts back to the community. Concepts presented may include land use and circulation strategies, gathering space and plaza elements, and initial urban design concepts. Our team will use technology to solicit instant feedback, so participants can measure how their fellow citizens feel about certain issues.

## Online Questionnaire

Following the multi-day charrette, RRM will develop an online questionnaire (using SurveyMonkey or similar application) to capture qualitative input on the key concepts developed in the task above. The survey is anticipated to have between 10-20 multiple choice, ranking, or word cloud questions. Hard copies of the survey can be made available at outreach events and City offices to allow for the community to complete by hand if desired; however, we ask that the

City consolidate data received. Spanish and English versions of the survey and responses will be provided.

## DELIVERABLES:

- Meeting materials and facilitation of one (1) online virtual study session.
- RRM will prepare for and facilitate a two-day charrette as described above. We ask that City staff be responsible for the notification, refreshments, and all logistics regarding physical spaces and preparation. RRM will prepare presentation materials and a summary memo of participant input, ideas, and comments. RRM anticipates up to three (3) conference calls with City staff for coordination preparation and/or to discuss next steps and follow-up.
- Online Questionnaire – 10-20 multiple choice, ranking, or word cloud questions.

## SUBTASK C.2: ADMINISTRATIVE DRAFT SPECIFIC PLAN

RRM will build upon the work product developed and feedback provided to date and will produce a graphically rich, easy-to-use Downtown Specific Plan document, and carry out the community's vision. We ask that the City provide one (1) consolidated, marked up redline version with all City comments for each draft of the Specific Plan.

RRM intends to structure the Specific Plan as outlined below; however, we are open to refinements based on City feedback and community suggestions.

- Chapter 1 - Introduction, Background, and Vision: The introductory chapter will discuss the purpose, intent, and organization of the document. It will describe the goals of the Specific Plan and boundaries, a description of the process, the community outreach process associated with the project, and the Specific Plan relationship pertinent City documents and policies.
- Chapter 2 - Land Use: This chapter will document in a clear, graphically rich, and easy to use/administer manner allowable land uses, potential districts, building form and site development standards, such as height, setback, and parking, and future development concepts developed as part of Subtask B.4: Key Concepts. Prior to developing the chapter, RRM will review the existing Downtown Design Guidelines and TOD Design Guidelines and may integrate or carry forward relevant policies and direction. The chapter will also integrate Objective

Development Standards for multifamily development.

- Chapter 3 - Mobility, Parking, and Streetscape Beautification: In this chapter, RRM will coordinate with W-Trans to address all forms of mobility including pedestrian, transit, bike, vehicular circulation, and parking. It will contain recommendations for the street environment, street cross-sections and key intersection improvements, parking strategies, and transit and bicycle route concepts. Urban design and streetscape beautification concepts will also be included in this chapter to promote walkability in the Downtown.
- Chapter 4 - Infrastructure and Public Facilities: This chapter will address needed infrastructure and public facilities. Subjects addressed will include water supply, sewer and wastewater, storm drainage, police and fire protection, schools, and parks. These recommendations and policies will align with the City's latest Capital Improvement Plan and other City-approved planning documents and information.
- Chapter 5 – Implementation : This chapter will identify potential implementation strategies and priority projects to achieve the short- and long-term goals of the Specific Plan and blend the unique opportunities in Downtown Lodi with implementation programs that have been successful in other comparable cities. Based on the economic analyses results, the implementation framework will recommend strategic public improvements and identify key catalyst projects and programs needed to make the Downtown Specific Plan's vision a reality and lay the groundwork for grants to fund public improvements or amenities to induce private development, historic preservation programs, and transportation grant-related programs. RRM and Land Econ Group will work together to develop a “tool kit” of potential implementation strategies, density incentives, and funding/financing mechanisms available to achieve the short and long-term goals of the Specific Plan.
- Chapter 6 – Administration: This chapter will address the authority of the Specific Plan, non-conforming uses and structures, processing requirements, and the administrative procedures required for amendments to the Downtown Specific Plan.  
This will be developed in a collaborative effort with

City staff, and it is anticipated that some sections may be drafted by those who are most familiar with existing City practices.

### **Steering Committee Meeting #3 – Virtual**

During the development of the Administrative Draft Specific Plan, RRM will prepare for and facilitate a Steering Committee meeting to provide an overview of the Plan contents and gather feedback. Most of the materials and concepts will have been shared as part of earlier tasks, but this will give the team and the committee an opportunity to vet items that are still under refinement. This task assumes that the Steering Committee meeting will be conducted virtually. Should an in-person meeting be requested, or additional subconsultants' attendance needed, an additional hourly fee shall apply.

### **SUBTASK C.3: SCREEN CHECK DRAFT SPECIFIC PLAN**

Following the receipt of the single set of redlined comments from staff on the Administrative Draft, RRM will produce a Screen Check Draft. At this point, the City's comments will have been integrated, and this draft will provide an additional internal review to confirm previous comments were addressed properly prior to releasing the public review draft.

### **SUBTASK C.4: PUBLIC REVIEW DRAFT SPECIFIC PLAN**

#### **Public Review Draft Specific Plan**

This draft is intended for public review and will include any remaining minor edits from City staff.

#### **Vision Poster**

A vision poster can be a valuable tool for keeping the vision alive and marketing Downtown Lodi for future grant and investment opportunities. The RRM design team will use work product developed as part of other tasks to create a one-sided vision poster that can be printed at 30" x 42" and legible at an 11" x 17" size. The poster will communicate the community's vision through plan and perspective sketch illustrations to portray the future of Downtown Lodi.

### **DELIVERABLES:**

- RRM will facilitate one (1) virtual steering committee meeting to present an overview of the Specific Plan.
- The RRM team will assemble consultant and City data into a comprehensive Specific Plan draft, format the document,

and produce one (1) electronic and one (1) hard copy of the Administrative Draft Specific Plan. This draft is for in-house administrative review only. It is anticipated that up to three (3) virtual meetings will be conducted with staff to discuss the development of the specific plan content, necessary coordination, or to get clarification on City comments.

- Following receipt of the City provided consolidated redline draft comments, RRM will revise the Administrative Draft and provide one (1) electronic and one (1) hard copy of the Screencheck Draft Specific Plan. One (1) brief coordination call may be necessary to discuss City comments.
- City will provide one (1) consolidated marked-up redline version of all comments, and RRM will make such revisions. RRM will provide one (1) electronic and one (1) hard copy of the Public Review Draft Specific Plan.
- One (1) electronic version draft colored vision plan poster for initial City staff review, and one (1) final version addressing staff comments.

#### **SUBTASK C.5: SPECIFIC PLAN PREPARATION PHASE PROJECT MANAGEMENT**

Throughout the project, RRM will need to coordinate with City staff, various departments, subconsultants, and interest groups. This task is intended to allow for necessary coordination between the project team members and City staff, including occasional teleconferences and correspondence, record-keeping, electronic file management, and additional necessary coordination. This assumes an average of eight (8) hours per month for up to ten (10) months.

#### **TASK D: CEQA ANALYSIS**

Morse Planning Group (MPG) will lead the environmental compliance task and will coordinate with the City regarding the type of environmental clearance determined appropriate for the plan. It is anticipated that the project will use the General Plan EIR for clearance, depending on the findings of the initial study prepared for the Specific Plan. Once the planning team has defined the Downtown Specific Plan to the point that environmental analysis will be initiated, MPG will work with them to identify a project description suitable for inclusion in the CEQA document. Consistent with the direction indicated in the RFP, we propose preparing a negative declaration/mitigated negative declaration. As a Specific Plan, and not individual development projects,

is proposed, our analysis will be at a programmatic level. Individual developments which are proposed under the Downtown Specific Plan would likely require project-specific environmental review, as needed. This scope of work makes the following assumptions:

- It is assumed that the CEQA document will tier off the General Plan EIR. This CEQA document and other applicable City-adopted plans with CEQA documents allow for the use of information relative to the proposed Specific Plan and applicable mitigation measures.
- It is assumed that City staff will be responsible for coordinating with the California Department of Fish and Wildlife to determine and file the appropriate No Effect Determination (NED), where applicable, for areas/sites within the Specific Plan boundary.
- It is assumed that City staff will be responsible for online CEQA documentation and notice submittals to the Office of Planning and Research (OPR) State Clearinghouse (SCH), if applicable.
- It is assumed that City staff will be responsible for filing all relevant CEQA notices with the County Clerk.

During the CEQA Compliance process, if the City and MPG determine that an Environmental Impact Report (EIR) would be necessary, a separate scope, fee, and schedule would be prepared. The anticipated EIR work program would include Native American Tribal Consultation, Initial Study and Public Scoping Meeting, EIR Preparation (Administrative Draft EIR, Draft EIR, and Final EIR), CEQA Noticing, Findings of Fact and Statement of Overriding Considerations, Coordination, and Meetings and Public Hearings.

In addition, technical studies may be needed for the EIR, including but not limited to transportation/traffic, air quality, greenhouse gas emissions, noise, hydrology, and/or water quality.

#### **SUBTASK D.1: ENVIRONMENTAL STRATEGY & SCOPING**

This task assumes up to two (2) virtual meetings with City staff and the RRM team during the preparation of the Specific Plan. Meeting discussions will focus on potential environmental review implications relative to the new areas added to the Specific Plan and if the proposed development standards may/may not result in new impacts.

MPG will review the draft Specific Plan and identify any inconsistencies or if additional analyses are required. If no changes are necessary, the CEQA options include a Negative Declaration/Mitigated Negative Declaration or an EIR Addendum.

If at any time the need for an EIR is potentially triggered due to a significant impact that was not discussed in the previous EIR or for any other reason, the RRM team will consult with City staff immediately. If an EIR is determined to be necessary, a revised scope and fee estimate would be required. This task assumes a budget of six hours.

### **SUBTASK D.2: TRAFFIC AND TRANSPORTATION CEQA REVIEW**

#### **Traffic and Transportation**

W-Trans will prepare a CEQA transportation analysis that will include the following subtasks:

- Trip Generation Estimate. W-Trans will estimate the number of net new daily and peak hour trips added to the study area based on the size and type of Downtown Lodi Specific Plan land use changes.
- Vehicles Miles Traveled (VMT) Analysis. W-Trans will incorporate the CEQA VMT impacts for the proposed project from the GPEIR update. No new VMT analysis or travel forecast model runs are assumed to be required as part of this task.

The CEQA transportation study to be conducted by W-Trans will be based on the preferred land use plan and include the following scenarios:

- Existing Conditions
- Cumulative 2040 (or General Plan Buildout Year) No Project
- Cumulative 2040 (or General Plan Buildout Year) with Downtown Lodi Specific Plan

#### **Mitigation Measures**

Practical and feasible mitigation measures to reduce the environmental impacts of implementation of the Downtown Lodi Specific Plan will be identified, and the parties responsible for implementation will be identified. Mitigation measures developed in the General Plan Update EIR will be incorporated as policies within the Specific Plan, where feasible. W-Trans will apply TDM measures to formulate

the initial mitigation measures to address any potential VMT impacts.

#### **Project Alternatives**

This task will also include analysis of the cumulative alternatives identified in the Specific Plan preparation. The relative merits and disadvantages of the alternatives will be qualitatively assessed and compared with the proposed Downtown Lodi Specific Plan. An “environmentally superior” alternative will be identified, and the alternatives analysis will be less detailed than the analysis of the proposed project.

### **SUBTASK D.3: NEGATIVE DECLARATION/MITIGATED NEGATIVE DECLARATION**

#### **Tribal Consultation**

MPG will assist the City in contacting the Native American Heritage Commission (NAHC) regarding the Local Government Tribal Consultation List Request relative to SB 18 (General Plan) and AB 52 (CEQA Tribal Consultation List), as applicable. If the City already has a list of tribes that requested consultation per AB 52, that list will be used. If not, the tribes identified by NAHC will be used. Upon receiving information from the NAHC, MPG will prepare correspondence for City review and signature, and will email the correspondence to the identified tribes.

#### **Initial Study/Environmental Assessment**

MPG will prepare an Initial Study in accordance with CEQA, the CEQA Guidelines, and the City of Lodi CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations, discussions of potential environmental impacts, and mitigation measures, if applicable. The Initial Study analysis shall be in accordance with all applicable sections of CEQA and the CEQA Guidelines.

The environmental document will include the following sections: Introduction, Project Description, Initial Study Checklist, Environmental Analysis, and Initial Study Determination. MPG’s approach to the analysis portion of the document is to provide a thorough, detailed, and conclusive impact analysis.

The topics to be reviewed include:

- Aesthetics
- Agricultural and Forestry Resources

- Air Quality
- Biological Resources
- Cultural and Tribal Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation
- Utilities/Service Systems
- Wildfire
- Mandatory Findings of Significance

#### **Administrative Draft Initial Study/Mitigated Negative Declaration**

MPG will submit the Administrative Draft Initial Study/Mitigated Negative Declaration for review and comment by City staff. Morse Planning Group will also submit one “check copy” of the administrative draft document, which will incorporate one complete set of comments received from City staff.

#### **Public Review Draft Initial Study/Mitigated Negative Declaration**

MPG will submit the Public Review Draft Initial Study/Mitigated Negative Declaration to the City, which will be distributed for public review. MPG will prepare the Notice of Intent (NOI) for City staff review and signature. MPG has assumed that City staff will be responsible for transmitting CEQA notices to designated reviewing agencies, online NOI and CEQA document submittal to the State Clearinghouse, any necessary filings with the County Clerk, and will be responsible for public noticing to comply with City requirements and for any radius mailing or newspaper notices required for the proposed project.

#### **Final Initial Study/Mitigated Negative Declaration**

Response to Comments: MPG will respond to written

comments received on the Public Review Draft Initial Study/Mitigated Negative Declaration during the public review period, and prepare thorough, reasoned, and sensitive responses to relevant environmental issues.

MPG will prepare the Administrative Responses to Comments for review and comment by City staff. MPG will submit one “check copy” of the final Responses to Comments document, which will incorporate one complete set of comments received from City staff on the Administrative Responses to Comments. For budgeting purposes, a maximum of eight (8) hours has been assumed for MPG to prepare the Responses to Comments. Should the comments be excessive and require more than the budgeted time, this task and associated cost will be revisited.

Mitigation Monitoring and Reporting Program: MPG will prepare the Mitigation Monitoring and Reporting Program (MMRP) pursuant to CEQA Section 21081.6. MPG will submit a draft version for City staff review and will follow with a final MMRP.

Completion of Final Environmental Document: Following City Council approval of the CEQA document, MPG will prepare a final environmental document, which will consist of the revised Public Review Draft Initial Study text, as necessary to address the comments received during the public review period, and the MMRP.

MPG will prepare the Notice of Determination (NOD) for City staff review and signature. City staff will be responsible for transmitting the NOD to the County Clerk and to the State Clearinghouse (electronic submittal), along with the final CEQA document.

This task excludes the required California Department of Fish and Wildlife consultation and fees, which the City will be responsible for paying to the County Clerk, as applicable.

#### **Meetings**

MPG will attend up to four (4) virtual meetings with City staff. This task assumes a total budget of eight (8) hours for meetings and that meetings will be virtual.

**DELIVERABLES:**

- One (1) electronic file (PDF and Word) of Administrative Draft IS/MND
- One (1) electronic file (PDF and Word) of “Check Copy” Draft IS/MND
- Up to Two (2) hard copies of Draft IS/MND
- One (1) electronic copy (PDF) of Draft IS/MND
- One (1) electronic copy (Word) of Draft Mitigation Monitoring Program
- One (1) electronic copy (Word) of Final Mitigation Monitoring Program
- One (1) electronic copy (PDF) of Final IS/MND
- One (1) Administrative Draft (ADEIR) Transportation Report
- One (1) Draft (DEIR) Transportation Report
- One (1) FEIR Transportation Response to Comments Memo
- One (1) Historical Resources Technical Report
- One (1) Historical Resources Response to Comments

**TASK E: PLAN ADOPTION****SUBTASK E.1: PUBLIC HEARINGS****Planning Commission Hearing**

The project team will prepare for and attend one (1) virtual Planning Commission hearing and will assist City staff with presenting the Downtown Specific Plan, including preparation of one (1) PowerPoint presentation which is envisioned to be used at both hearings.

**City Council Hearing and Open House**

The project team will prepare for and attend one (1) in-person City Council hearing and assist City staff with presenting the Downtown Specific Plan. An hour before the hearing is to begin, RRM will facilitate an open house to review key elements of the Public Review Draft Specific Plan in the lobby of the Council Chambers.

**DELIVERABLES:**

- One (1) PowerPoint presentation
- Prepare for and attend one (1) virtual and one (1) in-person hearing
- RRM will facilitate one (1) open house to present an overview of the Specific Plan. We ask that City staff be responsible for the notification, refreshments, and meeting logistics.

**SUBTASK E.2: FINAL SPECIFIC PLAN**

Following the action taken by the City Council, RRM will make the final edits and modifications to the Downtown Specific Plan. It is assumed that one (1) set of revisions will be made, incorporating both the Planning Commission recommendations and City Council action. Errata sheets may be used to discuss preferred changes between the Planning Commission and City Council hearings.

**DELIVERABLES:**

- Final Downtown Specific Plan (electronic copy suitable for distribution and posting on the City’s website).

**SUBTASK E.3: CEQA AND SPECIFIC PLAN ADOPTION PROJECT MANAGEMENT**

Throughout the project, RRM will need to coordinate with City staff, various departments, subconsultants, and interest groups. This task is intended to allow for necessary coordination between the project team members and City staff, including teleconferences, meetings, correspondence, record-keeping, electronic file management, and additional necessary coordination. This assumes an average of six (6) hours per month for up to eight (8) months.

**DELIVERABLES:**

- Ongoing project coordination and management.

**REIMBURSABLE EXPENSES**

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the Client at actual cost plus 10% to cover its overhead and/or administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/ automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

## WORK PROGRAM ASSUMPTIONS

- City is responsible for printing and distributing physical meeting notices when needed; if RRM is asked to provide this service, an additional service request will be needed and the costs of providing printing and/or distribution of meeting notices would be on a time and materials basis
- Unless otherwise specified, the project budget assumes virtual attendance by RRM staff only at meetings identified in the work program; costs of additional meeting attendance by RRM staff, either virtual or in-person, will need an additional service request
- Draft of each document will be provided to staff and revised based on a single set of consolidated comments providing clear direction
- RRM utilizes InDesign in the development of work product and provides electronic files as a PDF as a standard format; preparation of files for other formats or platforms may affect schedule and/or incur additional fees; RRM uses licensed and typically standardized fonts; however, is not responsible for fonts needed for accurate reproduction
- Assumes City will be responsible for printing and distributing documents
- Technical studies such as water quality, hydrologic, and hydraulic analyses are excluded
- Utility Master Plans, Capital Improvement Plan, and technical studies such as utility modeling, public works programming, asset management, water quality, hydrologic, and hydraulic analyses are excluded from the analysis
- It is anticipated that all development/Specific Plan opportunities or recommendations relating to the railroad or related properties and infrastructure will follow current railroad and regulatory standards and requirements without variance. Any variance from railroad requirements or standards may result in a conflict of RailPros ability to support the project.
- Evaluations, reviews, findings, quiet zone calculations, documents, and recommendations are conceptual in nature and are subject to change and based on current existing conditions and data provided by Prime, City and available information such as aerial imagery (google).
- Qualification of SSMs or ASMs may be contingent upon

stakeholder/FRA review and approval. Stakeholders may recommend that additional modifications be implemented to qualify for a Quiet Zone or to address crossing safety. No design support is currently included, however if design services are required these can be provided with City approval.

- ASM recommendations may be required based on irregularities at the project crossings that do not meet FRA SSM definitions. No FRA Quiet Zone Notices or Applications are anticipated or included in this project.
- CPUC coordination and GO 88-B applications for crossing modifications are not included or anticipated.
- No in person site visit or meetings are included or anticipated.
- Concept/Crossing exhibits for inclusion in the Specific Plan will developed by the Prime with RailPros input and feedback. RailPros will coordinate findings and recommendations to be included in Exhibits with the Prime and provide review and feedback following development by the Prime.
- Crossing or rail related modification recommendations will utilize the existing and proposed project documents plans provided by City and Prime as a basis and the RailPros recommendations will include additions for Quiet Zone and crossing safety compliance. No traffic analysis, queuing studies or other crossing traffic evaluations, is included. Detailed design or analysis of crossings is not included as part of this scope.
- Rights of Entry, temporary construction easements, utility crossings or associated easements, licenses or agreements or other agreements with railroad and flagging support have not been identified and are also not anticipated in RailPros scope of work.

## SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Policy review documents
- Topographic layers in GIS or AutoCAD format
- Recent development projects
- Available traffic counts at study intersections and on roadway segments, parking surveys (on-street, off-street, inventory, utilization, etc.) and reports that include recent transportation data
- All meeting notification and logistics

# Exhibit B: Fee Schedule

## City of Lodi Downtown Specific Plan

### Updated August 5, 2024

8/5/24

<b>Task A: DISCOVERY</b>	<b>FEE TYPE</b>	<b>Task A Value: \$</b>	<b>136,156</b>
<b>Task B: FOUNDATION</b>	<b>FEE TYPE</b>	<b>Task B Value: \$</b>	<b>334,056</b>
<b>Task C: LODI DOWNTOWN SPECIFIC PLAN PREPARATION</b>	<b>FEE TYPE</b>	<b>Task C Value: \$</b>	<b>254,670</b>
<b>Task D: CEQA ANALYSIS</b>	<b>FEE TYPE</b>	<b>Task D Value: \$</b>	<b>31,612</b>
<b>Task E: PLAN ADOPTION</b>	<b>FEE TYPE</b>	<b>Task E Value: \$</b>	<b>42,756</b>
	<b>Subtotal</b>	<b>\$</b>	<b>799,250</b>
	<b>Reimbursable Expenses</b>	<b>\$</b>	<b>20,750</b>
	<b>Estimated Project Total</b>	<b>\$</b>	<b>820,000</b>

Fee Footnotes Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours, will not be exceeded without prior approval by the client.

**IN AN AMOUNT  
NOT TO EXCEED  
\$820,000**

#### Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

#### Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

# BILL RATE RANGES

8/5/24

Hourly Rates | SECTION 5

Subject to change effective March 1st each year

ARCHITECTURE		
Intern	\$ 54	- \$ 91
Designer I	\$ 81	- \$ 109
Designer II	\$ 88	- \$ 130
Designer III	\$ 105	- \$ 167
Job Captain	\$ 105	- \$ 167
Architect	\$ 111	- \$ 170
Project Designer	\$ 123	- \$ 193
Project Manager	\$ 128	- \$ 207
Project Architect	\$ 123	- \$ 193
Senior Designer	\$ 150	- \$ 242
Senior Architect	\$ 150	- \$ 256
Senior Project Manager	\$ 153	- \$ 263
Associate Manager of Architecture	\$ 159	- \$ 245
Design Director	\$ 179	- \$ 301
Manager of Architecture	\$ 185	- \$ 301
Director of Architecture	\$ 197	- \$ 322
Principal	\$ 204	- \$ 368
Managing Partner	\$ 220	- \$ 442

ENGINEERING		
CIVIL ENGINEERING		
Construction Inspector	\$ 100	- \$ 188
Designer I	\$ 75	- \$ 105
Designer II	\$ 85	- \$ 135
Associate Engineer	\$ 126	- \$ 186
Senior Associate Engineer	\$ 143	- \$ 232
Engineer I	\$ 103	- \$ 155
Engineer II	\$ 116	- \$ 182
Project Engineer	\$ 139	- \$ 205
Senior Project Engineer	\$ 156	- \$ 256
Project Manager	\$ 172	- \$ 271
Manager of Engineering Services	\$ 195	- \$ 309
Principal	\$ 204	- \$ 368
Managing Partner	\$ 220	- \$ 442

STRUCTURAL ENGINEERING		
Designer I	\$ 75	- \$ 120
Designer II	\$ 87	- \$ 136
Designer III	\$ 102	- \$ 150
Senior Designer	\$ 122	- \$ 197
Engineer I	\$ 99	- \$ 146
Engineer II	\$ 117	- \$ 182
Project Engineer	\$ 139	- \$ 205
Senior Project Engineer	\$ 156	- \$ 255
Project Manager	\$ 166	- \$ 263
Manager of Engineering Services	\$ 189	- \$ 301
Principal	\$ 204	- \$ 368
Managing Partner	\$ 220	- \$ 442

SURVEYING (Crew Rates)		
REGULAR		
One person w/ GPS or Robotic Workstation	\$ 170	- \$ 225
Two person	\$ 230	- \$ 380
Three person	\$ 310	- \$ 485

PREVAILING WAGE		
One person w/ GPS or Robotic Workstation	\$ 260	- \$ 360
Two person	\$ 325	- \$ 370
Three person	\$ 410	- \$ 595

INTERIOR DESIGN		
Designer I	\$ 72	- \$ 109
Designer II	\$ 88	- \$ 133
Interior Designer I	\$ 95	- \$ 140
Interior Designer II	\$ 105	- \$ 168
Interior Designer III	\$ 125	- \$ 189
Senior Interior Designer	\$ 135	- \$ 210

LANDSCAPE ARCHITECTURE		
Intern	\$ 54	- \$ 91
Assistant Designer	\$ 81	- \$ 112
Associate Designer	\$ 89	- \$ 137
Designer	\$ 102	- \$ 150
Senior Designer	\$ 116	- \$ 175
Landscape Architect	\$ 105	- \$ 158
Senior Landscape Architect	\$ 128	- \$ 188
Principal Landscape Architect	\$ 153	- \$ 252
Design Director (Landscape)	\$ 153	- \$ 256
Manager of Landscape Architecture	\$ 162	- \$ 259
Principal	\$ 204	- \$ 368
Managing Partner	\$ 220	- \$ 442

PLANNING		
Intern	\$ 54	- \$ 91
GIS Specialist	\$ 80	- \$ 165
Senior GIS Specialist	\$ 105	- \$ 200
Assistant Planner	\$ 96	- \$ 139
Associate Planner	\$ 114	- \$ 182
Urban Designer	\$ 114	- \$ 182
Senior Planner	\$ 145	- \$ 222
Senior Urban Designer	\$ 145	- \$ 222
Supervisor of Planning and Urban Design	\$ 152	- \$ 229
Principal Planner	\$ 177	- \$ 270
Manager of Planning	\$ 190	- \$ 284
Principal	\$ 204	- \$ 368
Managing Partner	\$ 220	- \$ 442

CORPORATE SERVICES		
File Clerk/Administrative Support	\$ 60	- \$ 88
Receptionist	\$ 60	- \$ 91
Administrative Assistant	\$ 65	- \$ 105
Administrative Coordinator	\$ 81	- \$ 140
Office Coordinator	\$ 81	- \$ 140
Office Manager	\$ 116	- \$ 175
Marketing Assistant	\$ 60	- \$ 91
Marketing Coordinator	\$ 75	- \$ 126
Marketing Specialist	\$ 101	- \$ 168
Senior Marketing Specialist	\$ 116	- \$ 203
Business Development & Pursuits Supervisor	\$ 117	- \$ 210
Marketing Manager	\$ 137	- \$ 256
CEO	\$ 276	- \$ 546





# EXHIBIT C

**NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically**

## Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate. May be waived by Risk Manager depending on the scope of services.

### Other Insurance Provisions:

- (a) Additional Named Insured Status  
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, other than Professional Liability claims, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without Contractor or their insurance agent giving 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply  
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage  
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions  
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits  
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors  
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies  
If any of the required policies provide coverage on a claims-made basis:  
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.  
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.  
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)  
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.



## Lodi Downtown Specific Plan

April 23, 2026

Cynthia Marsh, City Planner/Deputy Director  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

Dear Ms. Marsh,

RRM Design Group respectfully requests a one-year contract extension to the existing City of Lodi Downtown Specific Plan contract to complete the following services related to Specific Plan implementation:

- Additional Historic Preservation services
- Developing a framework outlining the steps and estimated costs to establish a railroad quiet zone
- Additional design work for Main Street, particularly related to the railroad and public right-of-way interface
- Research and recommendations regarding potential acquisition of UPRR parcels, including title reports and historic parcel research
- Refinement of LMC Section 17.22.050 (Downtown Mixed-Use Design Guidelines): [https://library.municode.com/ca/lo/lo/codes/code\\_of\\_ordinances?nodeId=TIT17DEC\\_O\\_ART2ZODILAUDEST\\_CH17.22MIUSZODI\\_17.22.050DOMIUSDEGU](https://library.municode.com/ca/lo/lo/codes/code_of_ordinances?nodeId=TIT17DEC_O_ART2ZODILAUDEST_CH17.22MIUSZODI_17.22.050DOMIUSDEGU)
- On-going project management
- Potential Specific Plan edits and adoption follow-up items

RRM appreciates your consideration of this request and looks forward to continuing to support the City of Lodi in advancing Downtown Specific Plan implementation.

Sincerely,

**RRM Design Group**

A handwritten signature in black ink, appearing to read 'Jami Williams', is written over a light grey background.

Jami Williams  
Managing Principal

**No additional funding requested**

**Agreement to remain at a not-to-exceed amount of \$820,000**

